



**REQUEST FOR PROPOSALS**  
**for**  
**Background Screening Services**  
**Issued by**  
**THE CITY OF FAIRFAX, VIRGINIA**



**In collaboration with**



**SOLICITATION NUMBER RFP66851**

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



## RFP OVERVIEW

### I. INTRODUCTION

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

#### About RFXPremier

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

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

More information about PPA, RFXPremier, and the RFXPremier Lead Entity Model can be found at [www.p2alliance.org](http://www.p2alliance.org) and [www.rfxpremier.org](http://www.rfxpremier.org) and in Attachment 5, 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](mailto:David.kuldig@fairfaxva.gov)  
703-385-7987
- B. **RFP Website.** The following website is the sole official source for RFP information and updates:  
<https://eva.virginia.gov>
- C. **Contract Term.** The initial term of the master agreement shall be from date of award for two (2) years with the option for three (3) additional one-year periods.
- D. **Renewals.** Prior to any renewal, the Lead Entity shall subjectively consider the value of the contract, the Supplier’s performance and review of current pricing and discounts offered by Supplier. If it is determined changes to the Master Agreement are required as a condition precedent to renewal, the Lead Entity and Supplier will cooperate to evidence such required changes in an addendum.
- E. **RFP Documents.** This RFP consists of this RFP Overview, the following attachments, and any information or materials posted by the Lead Entity to the RFP Website, as amended:
  - 1. Attachment 1, RFP Terms and Conditions
  - 2. Attachment 2, Scope of Work
  - 3. Attachment 3, RFP Evaluation Plan
  - 4. Attachment 4, Sample Master Agreement
  - 5. Attachment 5, Participation Information
  - 6. Attachment 6, Protest Information

**Request for Proposals for  
Background Screening Services**

Issued by the **City of Fairfax, Virginia**  
**Solicitation Number RFP66851**



7. Attachment 7, Offeror Information, Acknowledgements, and Certifications
8. Attachment 8, Offeror Response Worksheet
9. Attachment 9, 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: July 18, 2024**
2. **RFP Q&A Deadline: August 16, 2024, at 1:00 P.M. Eastern Standard Time**
3. **RFP Close Date: September 4, 2024, 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 8, Offeror Response Worksheet;
  - d. Clearly demonstrates your ability to meet the Scope of Work described in Section 2 and Attachment 2; and
  - e. Includes all required submissions identified in Section 2.
3. Submit your proposal by the RFP Close Date electronically through the RFP Website.

**III. SCOPE OF WORK**

A detailed description of the Deliverables being sought through this RFP is attached as Attachment 2, Scope of Work.

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

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



#### IV. OFFEROR RESPONSE

- A. Required Submissions.** The following must be submitted with your proposal:
1. Any response required to be submitted directly through the RFP Website;
  2. Completed and signed Attachment 7, Offeror Information, Acknowledgements, and Certifications
  3. Completed Attachment 8, Offeror Response Worksheet
  4. Completed Attachment 9, 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 1, RFP Terms and Conditions
  3. Attachment 2, Scope of Work
  4. Attachment 3, RFP Evaluation Plan
  5. Attachment 4, Sample Master Agreement
  6. Attachment 5, Participation Information
  7. Attachment 6, 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 3, RFP Evaluation Plan.
1. **Stage 1: Initial Responsiveness Evaluation.** Proposals will be reviewed for completeness and initial responsiveness. Proposals omitting required documents or responses may be rejected in accordance with Attachment 1, RFP Terms and Conditions.
  2. **Stage 2: Mandatory Minimum Requirements Evaluation.** Complete and responsive proposals will be reviewed for compliance with mandatory minimum requirements. Proposals failing to meet or exceed all Mandatory Minimum Requirements identified in Attachment 3, RFP Evaluation Plan may be rejected in accordance with Attachment 1, RFP Terms and Conditions.
  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 3, 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: 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 3, RFP Evaluation Plan.
1. **Stage 1: Initial Responsiveness Evaluation.** An Offeror's proposal omitting required documents or responses may be rejected in accordance with Attachment 1, RFP Terms and Conditions.
  2. **Stage 2: Mandatory Minimum Requirements Evaluation:** An Offeror's responsible and responsive proposal will be reviewed for compliance with mandatory minimum requirements. Proposals failing to meet or exceed all Mandatory Minimum Requirements identified in Attachment 3, RFP Evaluation Plan may be rejected in accordance with Attachment 1, Terms and Conditions.
  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 3, Evaluation Plan. 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.
  5. **Stage 4: Cost Evaluation.** Cost Proposals for proposals not rejected following evaluation of Technical Criteria will be evaluated based on the services listed in Attachment 3, RFP Evaluation Plan. Cost Proposals may also be subject to an independent review for reasonableness and best value by the Lead Entity. Costs determined not to be reasonable or best-value by the Lead Entity may result in all or part of Offeror's proposal being rejected, notwithstanding the results of the Cost Proposal evaluation.
  6. All weighted scores will be totaled to arrive at the supplier's total scored evaluation. See Attachment 3, RFP Evaluation Plan for further details.
  7. 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 public body shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. Should the public body 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.
  8. It is anticipated that this RFP may result in Master Agreement award(s) to multiple contractors, at the Lead Entity's discretion. The evaluation process is designed to award

**Request for Proposals for  
Background Screening Services**

Issued by the **City of Fairfax, Virginia**  
**Solicitation Number RFP66851**



---

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 Lead Entity and Sourcing Team will determine which proposals are most advantageous to the Lead Entity and potential Participating Entities and Purchasing Entities. Awards will be made at the natural break of high and low scores.
- C.** Prior to announcement of awards and execution of Master Agreements, the Lead Entity will present an award recommendation to RFXPremier for approval of the proposed awards.
- D.** Following approval of RFXPremier, the City of Fairfax will publicly post such notice online at <https://eva.virginia.gov> for a minimum of ten (10) calendar days. Contracts will be awarded to eVA registered vendors only.



## Attachment 1 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. Confidential Information** means any and all information in any form that is marked as confidential or would by its nature be deemed confidential and is obtained by Offeror in connection with this RFP, including but not limited to the data or records of the Lead Entity, the Sourcing Team, PPA, or RFXPremier.
- C. Contractor** means an Offeror with whom the Lead Entity executes a Master Agreement resulting from this RFP.
- D. Day** means a calendar day, unless otherwise indicated.
- E. Deliverable** means a good, product, service, solution, result, labor, or other effort being sought through this RFP.
- F. 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.
- G. 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](http://www.eva.virginia.gov) and click on "I Sell to Virginia"
- H. Interested Entity** means an Entity that has requested to be identified as a potential Participating Entity in this RFP.
- I. Lead Entity** means the Entity issuing this RFP.
- J. Master Agreement** means a contract, resulting from this RFP, that is executed by and between a successful Offeror and the Lead Entity, acting in collaboration with RFXPremier.
- K. Sourcing Team** means the group of individuals assisting the Lead Entity with solicitation and contracting activities, which may include but are not limited to development of this RFP, evaluation of proposals, negotiation of Master Agreements, and evaluation of Contractor performance.
- L. PPA** means the Procurement Professionals Alliance.
- M. RFXPremier** means the cooperative contracting division of PPA.
- N. Offeror** means an entity or individual submitting a proposal in response to this RFP.
- O. 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.
- P. 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.).
- Q. Participating Entity** means an entity authorized to enter into a Participating Addendum, that executes a Participating Addendum with a Contractor.





- R. **Proposal** or **proposal** means the document(s), data, information, and other media submitted by an Offeror in response to this RFP, including information submitted directly through the RFP Website and information submitted after the RFP Close Date at the request of the Lead Entity.
- S. **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.
- T. **RFP** means this request for proposals, including all attachments and exhibits and any information posted by the Lead Entity to the RFP Website, as amended.
- U. **RFP Close Date** means the date and time identified in Section [II.D.4] of the RFP Overview.
- V. **RFP Contact** means the individual identified in Section [II.A] of the RFP Overview.
- W. **RFP Open Date** means the date and time identified in Section [II.D.1] of the RFP Overview.
- X. **RFP Q&A Deadline** means the date and time identified in Section [II.D.3] of the RFP Overview.
- Y. **RFP Website** means the website identified in Section [II.B] of the RFP Overview.
- Z. **Solicitation Number** means the number identified on the cover page of the RFP Overview and in the header of each attachment to this RFP.

## II. GOVERNING LAW AND VENUE

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

## III. RFP DOCUMENTS

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



**Request for Proposals for  
Background Screening Services**

Issued by the **City of Fairfax, Virginia**  
**Solicitation Number RFP66851**



3. The Lead Entity may extend any deadline given to Offerors during the RFP process, including the RFP Close Date and RFP Q&A Deadline.
4. The Lead Entity may make immaterial corrections or clarifications to the RFP.
5. Offeror is wholly responsible for reviewing amendments and updates to the RFP Website, acknowledging amendments as required, and submitting a proposal that is responsive to and compliant with the RFP as amended.

**C. Waiver.**

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

**D. Conflicts and Issues.**

1. The following should be brought to the attention of the Lead Entity using the process described in this RFP for asking questions or, if applicable, by filing a protest using the process described in Attachment 6, Protest Information:
  - a. Any alleged conflict among the materials composing this RFP; and
  - b. Any alleged issue relating to the content of this RFP, including instructions, requirements, or specifications alleged to be ambiguous, unduly restrictive, erroneous, anti-competitive, or unlawful.
2. Any protest, claim, dispute, or action based upon a conflict or issue described in Subsection 1.a or Subsection 1.b will be filed no later than the RFP Close Date. Offeror waives the right to file any protest, claim, dispute, or action based upon a conflict or issue described in Subsection 1.a or Subsection 1.b if not filed by the RFP Close Date.

**IV. PROPOSALS**

- A. Late Delivery or Non-delivery of Proposal.** Offeror is wholly responsible for ensuring Offeror's proposal is complete and submitted timely to the Lead Entity in the format required by this RFP. The Lead Entity will not accept a proposal after the RFP Close Date.
- B. Modified and Alternate Proposals.** Offeror is expected to submit Offeror's most favorable terms and pricing in its original proposal submitted by the RFP Close Date. The Lead Entity is under no obligation to provide Offeror an opportunity to modify or submit an addendum to Offeror's original proposal or to submit another proposal, including a best and final offer, prior to final evaluation and award. Alternate proposals will not be accepted unless otherwise specified in this RFP.
- C. Discussions, Clarifications, and Demonstrations.** The Lead Entity may, but is not obligated to, enter into discussions with or request clarifications or demonstrations from one or more Offerors prior to awarding a Master Agreement. Offerors are expected to be ready to participate in discussions, clarifications, or demonstrations with limited notice. Discussions, clarifications, and demonstrations must be consistent with Offeror's original proposal and will become an addendum to Offeror's proposal.
- D. Cost Proposal.**
  1. Offeror must complete all required elements of Attachment 9, Cost Proposal. The format and structure of the Cost Proposal is intended to allow for a fair evaluation of like costs among Offerors. Deviation from the format or structure of the Cost Proposal may result in Offeror's proposal being deemed non-responsive.



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

**E. Proposed Modifications to the Sample Master Agreement.**

1. The Lead Entity may, but is not obligated to, consider proposed modifications to Attachment 4, Sample Master Agreement. Provisions of the Sample Master Agreement that are generally inapplicable to, incompatible with, or unsuitable for the subject of this RFP should be brought to the attention of the Lead Entity using the process described in this RFP for asking questions and will be addressed only at the sole discretion of the Lead Entity.
2. Offeror-specific modifications to Attachment 4, Sample Master Agreement, may be proposed as part of Offeror's proposal in Attachment 10, Proposed Modifications to Sample Master Agreement, but are strongly discouraged. The quantity, breadth, and nature of modifications proposed by Offeror may be considered in the Lead Entity's evaluation of Offeror's proposal and of its risks, costs, and benefits to the Lead Entity and potential Participating Entities and Purchasing Entities. Proposing excessive or overly restrictive modifications, or proposing modifications upon which Offeror's proposal is conditioned, may result in Offeror's proposal being deemed non-responsive.
3. The following will not be considered by the Lead Entity:
  - a. Any proposed modification not submitted with Offeror's proposal in Attachment 10, Proposed Modifications to Sample Master Agreement;
  - b. Any proposed modification not accompanied by an explanation as required in Attachment 10, Proposed Modifications to Sample Master Agreement;





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

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

## **V. RIGHTS RESERVED TO THE LEAD ENTITY**

### **A. RFP Contact and Sourcing Team.**

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

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

- C. Rejection of Proposals.** The Lead Entity may reject Offeror's proposal at any time if the Lead Entity determines that:
1. The proposal is non-responsive;
  2. The proposal has failed to meet any mandatory requirement of the RFP, including any minimum scoring threshold;
  3. Offeror is not responsible; or
  4. Offeror has committed a violation of procurement law, rule, or policy.

### **D. Cancellation.**

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

### **E. No Exclusivity.**

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



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

**F. Mandatory State Preferences.** The Lead Entity may apply mandatory evaluation preferences to proposals of eligible Offerors as set forth in applicable laws, rules, policies, or provisions of this RFP. Offeror is wholly responsible for demonstrating eligibility for any applicable preference in Offeror's proposal, including identification of applicable Business Certifications in Attachment 7, Offeror Information, Acknowledgements, and Certifications. Offerors that meet the requirements for award with an applied preference but would not receive an award without an applied preference may be awarded a contract for use by the Lead Entity but will not be awarded a RFXPremier Master Agreement for use by other states and eligible entities.

**G. Conditional Awards.**

1. Award and execution of a RFXPremier Master Agreement by the Lead Entity is conditioned upon the following:
  - a. Approval by RFXPremier;
  - b. Approval by any individual or group of individuals required to approve Lead Entity awards or contracts, including but not limited to legal counsel, an overseeing board, or Entity head;
  - c. Continued eligibility for award following resolution of any protests received by the Lead Entity; and
  - d. Negotiation of Master Agreement terms, conditions, and pricing satisfactory to the Lead Entity, awarded Offeror, and RFXPremier.
2. Approval of awards and Master Agreements may be in whole or in part.
3. Awards and Master Agreements not approved by RFXPremier may, at the Lead Entity's option, result in a contract for use by the Lead Entity only.
4. Offeror agrees to hold the Lead Entity and PPA harmless and release the Lead Entity and PPA from any liability for damages arising from non-award or non-execution of a contract.
5. Nothing in this section affects Offeror's right to file a protest in accordance with Attachment 6, Protest Information.

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

**VI. POTENTIAL PARTICIPATING ENTITIES**

**A. Interested Entities.**

1. Entities that have requested to be named in this RFP as potential participants in the resulting Master Agreement(s) are listed as Interested Entities in Attachment 5, 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 5, 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  
Background Screening Services**

Issued by the **City of Fairfax, Virginia**  
**Solicitation Number RFP66851**



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 [X], Participation Information are being provided for informational purposes only and will not be incorporated into the Master Agreement or addressed or negotiated by the Lead Entity. Participation and the terms and conditions applicable to each Participating Entity will be determined by the Participating Entity following negotiation of a Participating Addendum with a Contractor.

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

**VII. NONDISCRIMINATION OF CONTRACTORS:**

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



## Attachment 2 SCOPE OF WORK

### I. OVERVIEW AND DEFINITIONS

The City of Fairfax, Virginia is seeking proposals from qualified background screening providers to conduct comprehensive pre-employment background checks and ongoing workforce monitoring services. The selected vendor(s) shall be responsible for providing pre-employment background checks such as, but not limited to, criminal record checks (county, state, national), employment verification, education verification, professional license verification, credit checks (for specific roles), motor vehicle record checks (for driving positions), social media screening, and global screening services (for international candidates). Additionally, the Contractor shall offer ongoing workforce monitoring capabilities, including periodic re-screening of current employees, continuous monitoring for criminal records updates, and customizable monitoring packages based on role or risk level. Finally, the Contractor shall provide pre-employment background checks for contractor employees such as those with access to government technology systems (i.e., staff augmentation services), custodial services (in sensitive work areas).

The Contractor shall ensure that the information obtained is compliance with the U.S. Equal employment Opportunity Commission standards. All screening information shall be conducted in compliance with the Fair Credit Reporting Act (FCRA). Applicants shall be provided with a copy of their rights under the FCRA. All information collected shall not be retained by the Contractor. It must be disposed of in a secure manner (physical and electronic record destruction).

Contract services shall not include an "investigative report," that is, a report based on personal interviews concerning a person's character, general reputation, personal characteristics, and lifestyle.

Background Screening activities are intended to validate and confirm that the applicant's reported background and job history are consistent with what was originally reported by the applicant. A Participant Entity may perform various types of Background Screening per applicant(s). A Participant Entity shall have the option to select one (1) or more types of Background Screening for an applicant.

Proposals should include detailed information about the Contractor's background screening capabilities, pricing structure, technological solutions, compliance measures, and customer support services. Proposals will be evaluated based on factors such as comprehensiveness of services, compliance with legal and industry standards, technological capabilities and integrations, pricing and value for services, customer support and service levels, and company reputation and industry experience.

### II. MASTER AGREEMENT OBJECTIVES

The Contractor shall provide comprehensive background screening services including, but not limited to, the following:

1. Social Security Number Verification (SSN)
  - Perform SSN search
  - Listing of all known aliases generated by SSN trace
  - Listing of all known addresses for past five (5) years as returned by the SSN trace
2. Criminal History Background Checks
  - County/State/Federal criminal record searches
  - Sex offender registry searches
  - Nationwide database searches (e.g. terrorist watch lists)
  - International criminal record searches (if applicable)



**Request for Proposals for  
Background Screening Services**

Issued by the **City of Fairfax, Virginia**  
**Solicitation Number RFP66851**



3. Motor Vehicle Record Checks
  - Driving record/history searches
  - Validation of driver's license status
  - Compliance with agency-specific driving record criteria
4. Financial/Credit Checks
  - Credit reports from national credit bureaus
  - County/State/Federal bankruptcy and tax lien searches
  - Identification of potential issues affecting security clearance
5. Education and Employment Verification
  - Confirmation of claimed degrees/diplomas
  - Verification of attendance and dates at educational institutions
  - Verification of employment history, position(s) held, dates
  - Verification of military experience
  - Verification of professional references
6. Professional License/Certification Verification
  - Validation of active/inactive professional licenses
  - Verification of any disciplinary actions or sanctions
7. Social Media Screening (if required)
  - Searches of publicly accessible online information
  - Identification of potential security, ethical, or suitability concerns
8. Comprehensive Background Investigation Reports
  - Consolidation of all screening components into a comprehensive report
  - Delivered via a secure online portal or method approved by the agency
  - Adherence to defined turnaround times based on screening level
9. Adjudication Services (optional)
  - Applying Agency criteria to background results
  - Making "Favorable/Unfavorable" recommendations
  - Providing documentation to support adjudication decisions.
10. Income verification
  - Employment History Verification: The background screening company will verify the applicant's stated employment history, including the names of employers, job titles, dates of employment, and reasons for leaving each position. This process helps to identify any gaps or inconsistencies in the reported employment history.
  - Discrepancy Resolution: If there are any discrepancies between the information provided by the applicant and the verified information from the employer, the screening company will follow up to resolve the discrepancies. This may involve requesting additional documentation or clarification from the applicant or the employer.

The Contractor shall have the ability to customize screening packages and integrate additional checks as required. All services must comply with relevant laws and accreditations.

### **III. CONTRACTOR RESPONSIBILITIES AND TASKS**

#### **A. Participating Entity Terms and Conditions**

The Contractor must understand each Participating Entity reserves the right to negotiate additional terms and conditions in its Participating Addendum. Offer 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**

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

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

#### **C. Changes in Contractor Contact**

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

#### **D. Quarterly Reporting**

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

#### **E. Administrative Fees**

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

**Request for Proposals for  
Background Screening Services**

Issued by the **City of Fairfax, Virginia**  
**Solicitation Number RFP66851**



---

**IV. LEAD ENTITY RESPONSIBILITIES AND TASKS**

**A. Adjustment in Pricing**

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

**B. Contract Extensions**

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



## Attachment 3 RFP EVALUATION PLAN

**Stage 1: Initial Responsiveness Evaluation.** Proposals will be reviewed for completeness and initial responsiveness. Proposals omitting required documents or responses may be rejected in accordance with Attachment 1, RFP Terms and Conditions.

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

Criteria	Evaluation	Result
U.S. based company	Pass/fail	
Provide Background Screening to all 50 States	Pass/fail	
Minimum five (5) years providing Background Screening Services	Pass/fail	
Minimum three (3) References	Pass/fail	
<b>Stage 2 Result:</b>		

Proposals failing to meet or exceed all Mandatory Minimum Requirements may be rejected in accordance with Attachment 1, RFP Terms and Conditions.

**Stage 3: Technical Criteria Evaluation.** Proposals meeting or exceeding the Mandatory Minimum Requirements will be evaluated against the following Technical Criteria. The Evaluation Team shall agree upon a Consensus Score for item in the Technical Criteria.

Criteria	Technical Points Possible	Offeror's Technical Points Earned
Experience, Skills, and Qualifications	150	
Ability to Meet Scope of Work	150	
Reporting and Queries	150	
System Requirements	100	
Customer Service	50	
Screen/Verifications Process Services	75	
Implementation and Promotion of the RFXPremier Master Agreement	25	
<b>Stage 3 Total:</b>		<b>700</b>

**Stage 4: Cost Evaluation.** Cost Proposals for proposals not rejected following evaluation of Technical Criteria will be evaluated.

**Request for Proposals for  
Background Screening Services**

Issued by the **City of Fairfax, Virginia**  
**Solicitation Number RFP66851**



**PROPOSED COSTS**

Type of Service (Cost Item)	Lowest Cost	Offeror's Cost	Cost Points Possible	Offeror's Cost Points Earned
Social Security Number Verification: In-State Rate			10	
Social Security Number Verification: Out-of-State Rate			10	
Social Security Number Verification: International Rate			10	
Criminal History: In-State Rate			10	
Criminal History: Out-of-State Rate			10	
Criminal History: International Rate			10	
Motor Vehicle Records: In-State Rate			10	
Motor Vehicle Records: Out-of-State Rate			10	
Motor Vehicle Records: International Rate			10	
Financial/Credit Check: In-State Rate			10	
Financial/Credit Check: Out-of-State Rate			10	
Financial/Credit Check: International Rate			10	
Education Verification per each Institution: In-State Rate			10	
Education Verification per each Institution: Out-of-State Rate			10	
Education Verification per each Institution: International Rate			10	
Employment Verification per each Employer: In-State Rate			10	
Employment Verification per each Employer: Out-of-State Rate			10	
Employment Verification per each Employer: International Rate			10	
Professional Reference Check per each Reference: In-State Rate			10	
Professional Reference Check per each Reference: Out-of-State Rate			10	
Professional Reference Check per each Reference: International Rate			10	
Professional License/Certification per each License/Certification: In-State Rate			10	
Professional License/Certification per each License/Certification: Out-of-State Rate			10	
Professional License/Certification per each License/Certification: International Rate			10	
Social Media Screening: In-State Rate			10	
Social Media Screening: Out-of-State Rate			10	
Social Media Screening: International Rate			10	
Re-Verification of Disputed Report: In-State Rate			10	
Re-Verification of Disputed Report: Out-of-State Rate			10	
Re-Verification of Disputed Report: International Rate			10	
<b>Total:</b>			<b>300</b>	

**Request for Proposals for  
Background Screening Services**

Issued by the **City of Fairfax, Virginia**  
**Solicitation Number RFP66851**



In the Cost Evaluation there are 10 points available for each Type of Service (Cost Item). The proposed Type of Service (Cost Item) shall be compared against the other Offeror's cost to the Type of Service (Cost Item).

The formula for calculating cost points earned for Proposed Costs is  $\text{Lowest Cost} / \text{Offeror's Cost} \times 10 \text{ points}$ .

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

**Evaluation Summary**

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

**Award Selection**

All Offerors earning a minimum of 600 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 600 points combined from the Technical Criteria Evaluation and Cost Evaluation will be rejected.

The Lead Entity and Sourcing Team will then determine which proposals are most advantageous to the Lead Entity and potential Participating Entities and Purchasing Entities. Methods used to make this determination may include, but are not limited to, one or more of the following:

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

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

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



## Attachment 4 SAMPLE MASTER AGREEMENT

### Attachment A: RFXPremier Master Agreement Terms and Conditions

#### I. Definitions

- 1.1 **Acceptance** is defined by the applicable commercial code, except Acceptance shall not occur before the completion of delivery in accordance with the Order, installation if required, and a reasonable time for inspection of the Product.
- 1.2 **Contractor** means a party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.
- 1.3 **Embedded Software** means one or more software applications which permanently reside on a computing device.
- 1.4 **Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.
- 1.5 **Lead Entity** means the agency centrally administering any resulting Master Agreement(s).
- 1.6 **Master Agreement** means the underlying agreement executed by and between the Lead Entity, acting in cooperation with RFXPremier Program, and the Contractor, as now or hereafter amended.
- 1.7 **RFXPremier** is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) limited liability company. RFXPremier facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. RFXPremier is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead State.
- 1.8 **Order** or **Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.
- 1.9 **Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (e.g., ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).
- 1.10 **Participating Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.
- 1.11 **Participating State** means a state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.
- 1.12 **Product** or **Products and Services** means any equipment, software (including embedded software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Product includes goods and services.
- 1.13 **Purchasing Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

#### II. Master Agreement Order of Precedence

- 2.1 **Initial Term.** The initial term of this Master Agreement is for two (2) years. The term of this Master Agreement may be amended beyond the initial term for three (3) additional one-year periods at the Lead Entity's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance. The Lead Entity





may, prior to execution, adjust the effective date or duration of the initial term or renewal period of any Master Agreement for the purpose of making the Master Agreement coterminous with others.

**2.2 Amendment Limitations.** The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.

**2.3 Amendment Term.** The term of the Master Agreement may be amended past the initial term and stated renewal periods for a reasonable period of time, not to exceed six (6) months, if in the judgment of the Lead Entity a follow-on competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection will not be deemed to limit the authority of a Lead Entity under its state law to otherwise negotiate contract extensions.

### **III. Master Agreement Order of Precedence**

**3.1 Order.** Any Order placed under this Master Agreement will consist of the following documents:

**3.1.1** A Participating Entity's Participating Addendum ("PA");

**3.1.2** RFXPremier Master Agreement, including all attachments thereto;

**3.1.3** Statement of Work;

**3.1.4** Schedules and Attachments expressly incorporated into this contract;

**3.1.5** The Solicitation or, if separately executed after award, the Lead Entity's bilateral agreement that integrates applicable provisions;

**3.1.6** Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

**3.2 Conflict.** These documents will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment. No terms on either party's Purchase Orders, Invoices, Ordering Documents, Website, Browse-Wrap, Shrink-Wrap, Click-Wrap, Clickthrough, or other Non-Negotiated Terms and Conditions provided with any contract activities will constitute a part or amendment of this Agreement or is binding for any purpose. All such other Terms and Conditions have no force and effect and are deemed rejected, even if access to or use of the contract activities requires affirmative acceptance of such Terms and Conditions.

**3.3 Participating Addenda.** Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. Participating Addenda will not include a term of agreement that exceeds the term of the Master Agreement.

### **IV. Participants and Scope**

**4.1 Requirement for a Participating Addendum.** Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.



- 4.2 Applicability of Master Agreement.** The RFXPremier Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.
- 4.3 Authorized Use.** Use of specific RFXPremier cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.
- 4.4 Obligated Entities.** Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Financial obligations of Participating Entities who are states are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating Entities who are states incur no financial obligations on behalf of other Purchasing Entities.
- 4.5 Notice of Participating Addendum.** Contractor shall email a fully executed PDF copy of each Participating Addendum to [PA@naspo.valuepoint.org](mailto:PA@naspo.valuepoint.org) to support documentation of participation and posting in appropriate data bases.
- 4.6 RFXPremier.** RFXPremier is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.
- 4.7 Participating Entity.** Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent to participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through RFXPremier. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.
- 4.8 Resale.** "Resale" means any payment in exchange for transfer of tangible goods, software, or assignment of the right to services. Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products (the definition of which includes services that are deliverables). Absent any such condition or explicit permission, this limitation does not prohibit payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing



Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

- 4.9 Individual Customers.** Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but not limited to any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

## V. RFXPremier Provisions

### 5.1 Administrative Fees

- 5.1.1 RFXPremier Fee.** Contractor shall pay to NASPO ValuePoint, or its assignee, a 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 of products and services under the Master Agreement (less any charges for taxes or shipping). The RFXPremier Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead Entity's solicitation.
- 5.1.2 Participating Entity Imposed Fees.** Some Entity's may require an additional fee be paid directly to the Entity only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the RFXPremier Administrative Fee percentage, or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The RFXPremier Administrative Fee in subsection 6a shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

### 5.2 RFXPremier Summary and Detailed Usage Reports

- 5.2.1 Sales Data Reporting.** In accordance with this section Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including (if applicable) pricing for each: chassis, body/equipment item, and installation by product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead Entity and RFXPremier Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead Entity and to the RFXPremier Cooperative Development Team electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by the Lead Entity and RFXPremier. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is Microsoft Excel or equivalent.



- 5.2.2 Reportable Sales Data.** Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, social security numbers or any other numerical identifier, may be submitted with any report.
- 5.2.3 Executive Summary.** Contractor shall provide the RFXPremier Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. RFXPremier Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.
- 5.2.4 Timely Submission.** Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead Entity and RFXPremier shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

### **5.3 RFXPremier Cooperative Program Marketing, Training, and Performance Review**

- 5.3.1 Staff Education.** Contractor agrees to work cooperatively with RFXPremier personnel. Contractor agrees to present plans to RFXPremier for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of RFXPremier procurements, the Master agreement and participating addendum process, and the manner in which qualifying entities can participate in the Master Agreement.
- 5.3.2 Onboarding Plan.** Contractor agrees, as Participating Addendums become executed, if requested by ValuePoint personnel to provide plans to launch the program within the participating state. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the contract offer as available in the participating state.
- 5.3.3 Annual Contract Performance Review.** Contractor agrees to participate in an annual contract performance review at a location selected by the Lead Entity and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.
- 5.3.4 Use of RFXPremier Logo.** Contractor acknowledges that the RFXPremier logos may not be used by Contractor in sales and marketing until a logo use agreement is executed with NASPO ValuePoint.
- 5.3.5 Most Favored Customer.** Contractor agrees, within 30 days of their effective date, to notify the Lead Entity and RFXPremier of any contractual most-favored-customer provisions in third-part contracts or agreements that may affect the promotion of this Master Agreements or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this master agreement. Upon request of the Lead Entity or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.



- 5.3.6 Cancellation.** The Lead Entity expects to evaluate the utilization of the Master Agreement at the annual performance review. Lead Entity may, in its discretion, cancel the Master Agreement pursuant to section 28, or not exercise an option to renew, when Contractor utilization does not warrant further administration of the Master Agreement. The Lead Entity may exercise its right to not renew the Master Agreement if vendor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than two years after award (or execution if later) of the Master Agreement. This subsection does not limit the discretionary right of either the Lead Entity or Contractor to cancel the Master Agreement pursuant to section 28 or to terminate for default pursuant to section 30.
- 5.3.7 Right to Publish.** Throughout the duration of this Master Agreement, Contractor must secure from the Lead Entity prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

## **VI. Pricing, Rate Guarantee Period, and Payment.**

- 6.1 Pricing.** The prices contained in this Master Agreement or offered under this Master Agreement represent the not-to-exceed price to any Purchasing Entity.
- 6.1.1** All prices and rates must be guaranteed for the initial term of the Master Agreement.
- 6.1.2** Following the initial term of the Master Agreement, any request for a price or rate adjustment must be for an equal guarantee period and must be made at sixty (60) days prior to the effective date.
- 6.1.3** Requests for a price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement will not be effective unless approved in writing by the Lead Entity.
- 6.1.4** No retroactive adjustments to prices or rates will be allowed.
- 6.2 Payment.** Payment after Acceptance is normally made within 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, Order, or otherwise prescribed by applicable law. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.
- 6.3 Leasing or Alternative Financing Methods.** The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.





## VII. Ordering

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



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

## VIII. Shipping and Delivery

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





## **IX. Inspection and Acceptance**

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



## **X. Warranty**

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

## **XI. Insurance**

- 11.1 Term.** Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.
- 11.2 Coverage.** Coverage must be written on an occurrence basis. The minimum acceptable limits will be as indicated below:
- 11.2.1** Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;
- 11.2.2** Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
- 11.3 Notice of Cancellation.** Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.
- 11.4 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 State that (1) provides that written notice of cancellation will be delivered in accordance with the policy provisions, and (2) provides that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating State as secondary and noncontributory.



- 11.5 Participating Entities.** Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section XII, except the endorsement is provided to the applicable Participating State or Participating Entity.
- 11.6 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 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.
- 11.7 Disclaimer.** Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

## **XII. General Provisions**

### **12.1 Records Administration and Audit**

- 12.1.1** The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.
- 12.1.2** Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.
- 12.1.3** The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead Entity to review compliance with those obligations.

### **12.2 Confidentiality, Non-Disclosure, and Injunctive Relief**

- 12.2.1 Confidentiality.** Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information"). Any reports or other documents or items (including software) that result



from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information

- 12.2.2 Non-Disclosure.** Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead Entity immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.
- 12.2.3 Injunctive Relief.** Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.
- 12.2.4 Purchasing Entity Law.** These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.
- 12.2.5** The rights granted Purchasing Entities and Contractor obligations under this section shall also extend to the cooperative's Confidential Information, defined to include Participating Addenda, as well as Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity



exercising an audit, inspection, or examination pursuant to section 23. To the extent permitted by law, Contractor shall notify the Lead Entity of the identify of any entity seeking access to the Confidential Information described in this subsection.

### 12.3 Assignment/Subcontracts

**12.3.1** Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead Entity.

**12.3.2** The Lead Entity reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO Cooperative Purchasing Organization LLC, doing business as RFXPremier and other third parties.

**12.4 Changes in Contractor Representation.** The Contractor must notify the Lead Entity of changes in the Contractor's key administrative personnel managing the Master Agreement in writing within 10 calendar days of the change. The Lead Entity reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

**12.5 Independent Contractor.** Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind the Lead Entity, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and shall not to hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.

**12.6 Cancellation.** Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) days' written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision will not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

**12.7 Force Majeure.** Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or acts of war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement.

### 12.8 Defaults and Remedies

**12.8.1** The occurrence of any of the following events will be an event of default under this Master Agreement:

**12.8.1.1** Nonperformance of contractual requirements;

**12.8.1.2** A material breach of any term or condition of this Master Agreement;





- 12.8.1.3** Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading;
  - 12.8.1.4** Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
  - 12.8.1.5** Any default specified in another section of this Master Agreement.
- 12.8.2** Upon the occurrence of an event of default, the Lead Entity shall issue a written notice of default, identifying the nature of the default, and providing a period of fifteen (15) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead Entity, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure will not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.
- 12.8.3** If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:
- 12.8.3.1** Any remedy provided by law;
  - 12.8.3.2** Termination of this Master Agreement and any related Contracts or portions thereof;
  - 12.8.3.3** Assessment of liquidated damages as provided in this Master Agreement;
  - 12.8.3.4** Suspension of Contractor from being able to respond to future bid solicitations;
  - 12.8.3.5** Suspension of Contractor's performance; and
  - 12.8.3.6** Withholding of payment until the default is remedied.
- 12.8.4** Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.



**12.9 Waiver of Breach.** Failure of the Lead Entity, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Purchase Order. Any waiver by the Lead Entity, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order will not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, any Participating Addendum, or any Purchase Order.

**12.10 Debarment.** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

**12.11 No Waiver of Sovereign Immunity**

**12.11.1** In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead Entity, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

**12.11.2** This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

**12.12 Governing Law and Venue**

**12.12.1** The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead Entity sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

**12.12.2** Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

**12.12.3** If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead Entity for claims relating to the procurement, evaluation, award, or contract





performance or administration if the Lead Entity is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

- 12.13 Assignment of Antitrust Rights.** Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

### **XIII. Indemnification**

- 13.1 General Indemnification.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.

- 13.2 Intellectual Property Indemnification.** Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim") of another person or entity.

- 13.2.1** The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

**13.2.1.1** Provided by the Contractor or the Contractor's subsidiaries or affiliates;

**13.2.1.2** Specified by the Contractor to work with the Product; or

**13.2.1.3** Reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

**13.2.1.4** Reasonably expected to use the Product in combination with such product, system or method.

- 13.2.2** The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense,

**Request for Proposals for  
Background Screening Services**

Issued by the **City of Fairfax, Virginia**  
**Solicitation Number RFP66851**



---

information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.











## Attachment 5 PARTICIPATION INFORMATION

### The RFXPremier Process

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

#### THE LEAD ENTITY MODEL

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

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



## Attachment 6 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

**Request for Proposals for**  
**Background Screening Services**



**Solicitation Number RFP66851**

---

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



## Attachment 7

### OFFEROR INFORMATION, ACKNOWLEDGEMENTS, AND CERTIFICATIONS

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

#### I. OFFEROR INFORMATION

- A. **Company's Full Legal Name:**
- B. **Primary Business Address:**
- C. **Federal Tax Identification Number:**
- D. **Entity Type:**

- Sole Proprietorship
- Partnership
- Limited Liability Company
- Corporation

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

- Yes
- No

#### II. BUSINESS DETAILS

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

#### III. PROPOSAL CONTACT

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

- A. **Proposal Contact Name:**





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

**IV. ACKNOWLEDGEMENTS AND CERTIFICATIONS**

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

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

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

**B. Non-collusion.**

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

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

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

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

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

Request for Proposals for  
**Background Screening Services**

Issued by the **City of Fairfax, Virginia**  
**Solicitation Number RFP66851**



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

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

**Request for Proposals for  
Background Screening Services**

Issued by the **City of Fairfax, Virginia**  
**Solicitation Number RFP66851**



---

**Signature**

The undersigned is one of the following:

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

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

**OFFEROR:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Email Address**

\_\_\_\_\_  
**Phone Number**



## Attachment 8 OFFEROR RESPONSE WORKSHEET

Offeror must provide complete and succinct responses to each item below. **Insert your responses into this worksheet directly below each question or prompt.** 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. An Offeror shall be a U.S. based company. **Please confirm you meet this requirement.**
- B. Offeror shall have the capacity to provide Background Screening to all 50 States. **Please confirm you meet this requirement.**
- C. Offeror shall be in a business a minimum of five (5) years providing Background Screening services. **Please confirm you meet this requirement.**
- D. Offeror shall submit a minimum of three (3) references as requested in Attachment 8, Offeror Response Worksheet.

### II. RESPONSE TO TECHNICAL CRITERIA

#### A. Experience, Skills & Qualifications

- 1. Provide evidence of your customers' satisfaction with your product or services.
  - a. Client retention rate during the past 3 years
  - b. Customer surveys/references
  - c. Vendor performance ratings
- 2. Provide a brief history of your company.
- 3. Describe your company's growth during the past three years.
- 4. Describe your company's experience performing the same or similar Scope of Work or providing the same or similar Deliverables to other public sector customers.
- 5. Letters of reference from three (3) previous public sector clients knowledgeable of the Offeror's performance in providing goods and/or services described in this RFP and a contact person, telephone number, and email address for each reference.

#### B. Scope of Work

- 1. Describe your plan for meeting the Master Agreement Objectives identified in Attachment 2, Scope of Work.
- 2. Provide evidence of your ability to provide the Deliverables identified in the Scope of Work.
- 3. Describe your ability to fulfill Contractor Responsibilities and Tasks identified in the Scope of Work.

#### C. Reporting and Queries

**Request for Proposals for  
Background Screening Services**

Issued by the **City of Fairfax, Virginia**  
**Solicitation Number RFP66851**



1. Offeror shall provide a sample(s) of the Background Screening described in Scope of Work, Attachment 2, Section 2.
  - a. Report of results for each type of Background Screening performed. Sample reports provided are to include representative results for successful check and results for checks with exceptions.
  - b. Real-time queries on the status of a specific Background Screening.
  - c. Summary Report. Monthly report of searches performed, including results for each check completed. Status report of all Background Screening in process.

**D. System Requirements**

1. Offeror shall describe how it will work with the Participating Entity to tailor its system to assure that all necessary screenings are available.
2. Provide an Accessibility Conformance Report (ACR) within the last eighteen (18) months. Report shall be a Voluntary Product Accessibility Template (VPAT): 1) revised 508 Report with feature and exception descriptions as necessary; 2) Most recent WCAG Conformance Report with feature and exception descriptions as necessary In the absence of an ACR, describe in detail system features and functionality as they apply to keyboard-only usability, color contrast, and supports for assistive technology like screen readers and refreshable braille displays. For incomplete, out-of-date, or alternative forms of documentation, provide a timeline of accessibility review/update for compliance prior to the software agreement date.
3. Offeror shall describe how it will comply with all applicable federal and state regulations, including but not limited to HITECH, HIPPA, and FCRA.
4. Offeror shall describe how its system is password protected/encrypted, including but not limited to, how information is encrypted, its specific user ID and password requirements, frequency of password changes, and the procedure for lost user IDS and passwords.
5. Offeror shall describe how it will implement and maintain 'appropriate safeguards,' as that term is used in § 314.4(d) of the FTC Safeguard Rule, 16 C.F.R. § 314, for all 'customer information,' as that term is defined in § 314.2(b) of the FTC Safeguard Rule, delivered to Proposer by Institution pursuant to this Agreement. Proposer must validate that it has implemented an Information Security Program ('the Program') as required by the FTC Safeguard Rule.
6. Offeror shall describe its data residency when it comes to customer data in the form of current data storage, backups, restores, and archives.
7. Offeror shall describe its protective measures for retention and disposal policy of system data.
8. Identify the data security standards, if any, your company meets, including certifications and security statuses such as FedRAMP and StateRAMP. Describe how you will respond to a security breach. Provide details for a security breach within the last five (5) years that include but not limited to, scope of breach, timeline, number of people affected, and resolution of breach.

**E. Customer Service**

1. Offeror shall describe its hours of operation.



2. Offeror shall describe its technical support and customer service both online and via a toll-free telephone number.
3. Offeror shall describe the tools it provides to answer common questions arising with users of its system and common questions that users may have regarding Background Screening and verifications.
4. Offer shall describe its response time to inquiries.

**F. Screening/Verifications Process Services** – Offeror shall describe its ability to provide the following services as well as describe in detail the subcontractors it uses for these services and how each process is conducted.

1. Offeror shall describe how it provides screenings/verifications on a nationwide basis.
2. Offeror shall describe what sources of information are searched.
3. Offeror shall describe how Offeror handles additional names or aliases.
4. Offeror shall describe all types of reports that are offered by the Offeror.
5. Offerors must state in writing if their solution or service includes, or makes available, any GenAI technology, including GenAI from third parties or subcontractors. Explain how you are ensuring the GenAI system is not adversely affecting decisions that materially impact access to employment.

**G. Implementation and Promotion of the RFXPremier Master Agreement**

1. Describe your company's experience working with contracting cooperatives.
2. List the cooperatives through which you currently have a contract and provide sales volume information for each. Identify any restrictions on pricing and sales (e.g., most-favored nation clauses) imposed by your other cooperative contracts.
3. Describe how you intend to market your Master Agreement and encourage participation among potential Participating Entities.
4. Describe features of the dedicated website you will be setting up for this Master Agreement, including, as applicable, customized price lists for each Participating Entity, staff contact information, and online ordering capabilities.
5. Describe the staff and other resources that will be allocated to your Master Agreement and the training you will provide to staff to ensure their familiarity with Master Agreement terms and pricing and their compliance therewith.
6. Describe how you intend to encourage adoption and usage of your Master Agreement by Participating and Purchasing Entities.
7. Describe your approach to negotiation of Participating Addenda. Describe the extent to which you will provide Participating Entities flexibility in incorporating entity-specific language into their Participating Addenda. (e.g., Do you require entities to provide statutory citations for their entity-specific language? Are you able to devote resources to simultaneous negotiation of multiple Participating Addenda?)



**Request for Proposals for  
Background Screening Services**

Issued by the **City of Fairfax, Virginia**  
**Solicitation Number RFP66851**



- 
8. Describe your ability to provide products and services immediately upon execution of a Master Agreement and Participating Addenda.
  9. Describe how you will ensure summary and detailed sales information is promptly, completely, and accurately reported to you by your dealers, partners, and resellers for aggregation and reporting to RFXPremier in compliance with the terms of your Master Agreement.

## RFP66851 - Background Screening Services

### Attachment 9 - Cost Proposal

Offeror must complete all required elements of this Cost Proposal. The format and structure of the Cost Proposal is intended to allow for a fair evaluation of like costs among Offerors. Deviation from the format or structure of this Cost Proposal may result in Offeror's proposal being deemed non-responsive.
Offeror is wholly responsible for ensuring figures and calculations submitted in Offeror's completed Cost Proposal are accurate, even if formulas have been provided by the Lead Entity as a courtesy.
Inclusion of cost or pricing information in any document other than this Cost Proposal may result in Offeror's proposal being deemed non-responsive.
Offeror's Cost 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 below, pricing offered to Participating Entities and Purchasing Entities must be no higher than pricing set forth in the Master Agreement
A Participating Addendum may also require payment of an additional administrative fee by Contractors to Participating Entity based on sales to Purchasing Entities within the jurisdiction of the Participating Entity. <b>Unless otherwise negotiated by the Participating Entity.</b> Contractor may adjust the Master Agreement pricing incorporated into the Participating Entity's Participating Addendum by an amount not to exceed the Participating Entity's fee. Such adjustments will have no effect on the RFXPremier administrative fee, pricing in the Master Agreement, or pricing offered to Purchasing Entities outside the jurisdiction of the Participating Entity.
In addition to the Cost Proposal evaluation described in this RFP, Cost Proposals may also be subject to an independent review for reasonableness and best value by the Lead Entity. Costs determined not to be reasonable or best-value by the Lead Entity, including any cost to which Offeror's proposed markup or discount is to be applied, may result in all or part of Offeror's proposal being rejected, notwithstanding the results of the Cost Proposal evaluation.
<b>INSTRUCTIONS:</b>
The Cost Proposal form consists of multiple sections (tabs at the mottom of this spreadsheet): <ul style="list-style-type: none"><li>▪ Service Rates Price List (Yellow Tab)</li><li>▪ Additional Services &amp; Costs (Red Tab) - Optional</li></ul> Tab 1. Service Rates shall be considered in the Cost Evaluation. Tab 2. Additional Services and Costs shall not be considered in the Cost Evaluation. It is the Offerors responsibility to ensure it has completed all tabs and required inputs based on its proposed products and services. The Offeror shall review the instructions in each tab to fill out the Cost Proposal.

RFP66851 - Background Screening Services

Tab 1 - Service Rates Price List

**Instructions:** Enter your fixed pricing for each of the services listed below in Columns D through F.

OFFEROR NAME:

PRICE LIST DATE:

RFxPremier Pricing for Services			
Type of Service	In-State Rate	Out-Of-State Rate	International Rate
1 Social Security Number Verification			
2 Criminal History			
3 Motor Vehicle Records			
4 Financial/Credit Check			
5 Education Verification per each Institution			
6 Employment Verification per each Employer			
7 Professional Reference Check per each Reference			
8 Professional License/Certification per each License/Certification			
9 Social Media Screening			
10 Re-Verification of Disputed Report			

RFP66851 - Background Screening Services

Tab 2 - Additional Services and Costs

Instructions: Offeror may add additional services and costs not listed in Worksheet 1. Service Rates. Tab 2 - Additional Services and Costs shall not be considered in the cost evaluation.

OFFEROR NAME:

PRICE LIST DATE:

RFxPremier Pricing for Services			
Type of Service	In-State Rate	Out-Of-State Rate	International Rate
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			



## Attachment 10 PROPOSED MODIFICATIONS TO SAMPLE MASTER AGREEMENT

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

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

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

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

- Offeror has no proposed modifications to Attachment 4, Sample Master Agreement.
- Offeror proposes the modifications set forth in the table below and **will submit with Offeror's proposal a redlined copy of Attachment 4, Sample Master Agreement** incorporating each proposed modification. Offeror understands, acknowledges, and agrees to comply with the following:
  - The Lead Entity will not consider any proposed modification that:
    - Is not submitted in this attachment;
    - Is not accompanied by an explanation as required in this attachment;
    - Is not reflected in redlined edits to the Sample Master Agreement and submitted with Offeror's proposal; or
    - Merely references another document or a URL.
  - Offerors may propose additional terms but must include them in this attachment and must clearly identify where any terms conflict with the Sample Master Agreement.
  - If Offeror is awarded a Master Agreement resulting from this RFP, a comparison of Attachment [X], 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  
Background Screening Services**

Issued by the **City of Fairfax, Virginia**  
**Solicitation Number RFP66851**



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

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

[Add additional rows as needed.]





## Attachment 11 CLAIM OF BUSINESS CONFIDENTIALITY

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

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

Proposal Section Reference	Confidential Information	Basis for Claim	Explanation

**Request for Proposals for  
Background Screening Services**

Issued by the **City of Fairfax, Virginia**  
**Solicitation Number RFP66851**



---


[Add additional rows as needed.]

**Request for Proposals for  
Background Screening Services**

Issued by the **City of Fairfax, Virginia**  
**Solicitation Number RFP66851**



---

**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**