

Notice of Request for Proposals

Metro Water Uniforms

The Metropolitan Water District of Salt Lake & Sandy (Metro Water) invites the submittal of proposals from qualified vendors interested in the procurement described herein.

This request for proposals will be posted on Metro Water's website and on the Utah Public Procurement Place (U3P).

SCOPE OF SERVICES

Upon Supplier selection, Metro Water's uniform process will begin as soon as possible. Supplier is to provide a clothing catalog and applicable pricing. Pricing must include any actual or estimated sizing charges, shipping charges, and embroidery or screen print charges. Clothing options must come in a variety of brands, fabrics, colors and sizes. Logo options must be available – can be embroidery, screen printing, or both. Delivery shall be to the Little Cottonwood Water Treatment Plant located at 3430 East Danish Road in Cottonwood Heights, Utah 84093. The term of the contract will be one year with the ability of Metro Water to renew for up to three one-year periods after review of any updates to the pricing or clothing options.

SUBMITTAL REQUIREMENTS

Vendors are advised to adhere to the submittal requirements of this request for proposals. Failure to comply with instructions of this request for proposals may cause the proposal to be rejected. Submittal of a proposal in response to this request constitutes acceptance of all requirements outlined herein.

1. Supplier name, contact information, and location of office(s);
2. A detailed cost breakdown of any charges and fees;
3. The form of purchase contract that will be utilized;
4. Detail of what is included in the service contract;
5. Lead time for purchasing, logo, and delivery;
6. At least two client references including name and company of similar scope described herein;
7. Included in the request for proposal is an example of Metro Water's uniform order. The proposal should include availability and pricing of clothing options based on the example.

Metro Water reserves the right to request clarification of any item in a proposal or to request additional information necessary to properly evaluate proposals. All requests for clarification and responses will be via email.

Metro Water's request for proposals does not obligate Metro Water to award any contract or to pay any costs incurred in the preparation of a proposal, interview, or associated materials.

Metro Water is subject to the Utah Government Records Access and Management Act, Title 63G, Chapter 2 of the Utah Code (GRAMA). If a Vendor claims any portion of its proposal contains proprietary information, it is responsible to understand and implement any protection provided by GRAMA, including Section 63G-2-309, as that section may be amended. Metro Water will not be bound by any instructions or watermarks, stamps, or similar designations contained in a proposal, but rather, will only be governed by GRAMA and Metro Water GRAMA regulations. All materials become the property of Metro Water and may be returned at Metro Water's option.

SUBMITTAL INSTRUCTIONS

Proposals are to be submitted electronically via U3P no later than Monday, October 19, 2026 at 2:00 pm MST. Any proposals received after the specified time will not be considered. It is the Supplier's responsibility to assure submission of the proposal. Proposals received after the 2:00 p.m. MST deadline will not be considered (special or extenuating circumstances may permit a grace period as deemed reasonable by Metro Water).

Metro Water will be the sole judge as to which proposals best meet the selection criteria. Metro Water reserves, at its sole discretion, the right to reject any or all responses received, to waive any submission requirements contained within this request for proposals, or to waive any irregularities in any submitted response.

For questions regarding this Request for Proposals, contact:

Breana Jackson
Executive Administrator
bjackson@mwdsls.gov
801.942.9620

EVALUATION AND SELECTION PROCESS

A selection committee consisting of Metro Water representatives will evaluate the proposals. Results from the selection will be available, and Vendors will be notified, on or about November 2, 2026.

Proposals will be evaluated based on the following criteria:

- | | |
|---------------------------------|-----|
| • Customer service | 19% |
| • Cost | 27% |
| • Ability to meet scope of work | 38% |
| • Availability of product | 11% |
| • Lead time | 5% |

The evaluation criteria will be rated on a scale of 1 to 9, with 9 being the highest.

Metro Water may award a contract resulting from this request for proposals to the responsible Vendor who is most advantageous to Metro Water based on the evaluation criteria and may reject any proposal and/or waive informalities and minor irregularities in any proposal received. Award may be made on the basis of the initial proposal received. Therefore, the initial proposal should contain the Vendor's best terms.

ATTACHMENTS

1. Agreement for Provision of Goods
2. Uniform Order Example

AGREEMENT FOR PROVISION OF GOODS

Metro Water Uniforms

This Agreement for Provision of Goods (Agreement) governs the sale of uniforms by [Vendor] (Vendor) to the Metropolitan Water District of Salt Lake & Sandy (Metro Water).

PURPOSES

Vendor was selected through a competitive process in accordance with Utah Code Section 63G-6a-7 and Metro Water procurement regulations. The Vendor is qualified by experience and training to provide, and the Vendor has indicated an interest and a willingness to provide, the goods described herein for Metro Water.

This Agreement is entered in place of any standard terms found in Vendor's Response to Metro Water's Request for Proposals (Attachment A) or an order form. The parties recognize that notwithstanding anything to the contrary in Vendor's proposal (Attachment B) or an order form, the standard terms have no application to the sale of the goods described herein to Metro Water.

TERMS

The parties agree as follows:

1. DESCRIPTION OF GOODS. Vendor is willing and able to supply uniforms as described in the Request for Proposals and Vendor's proposal (Product).

2. TERM. The term of this agreement is one year from the date of execution (Term). Metro Water may, at its discretion, renew this Agreement for up to three one-year periods (Renewal Term) by providing written notice prior to expiration of the Term or Renewal Term. Thirty days prior to the end of the Term or Renewal Term, Vendor shall notify Metro Water of any changes in the pricing or clothing options contained in Vendor's proposal.

3. SALE AND DELIVERY.

a. The Product will be ordered through order forms provided by Vendor.

b. The Product shall be delivered Freight on Board to:

Metropolitan Water District of Salt Lake & Sandy
Attn: Breana Jackson
3430 E Danish Road
Cottonwood Heights, UT 84093
801.942.9620

c. Payment of the price set out in Vendor's proposal shall be made within 30 days of invoice for that order, which is to be sent after the Product is received.

d. Vendor certifies that all Product sold under this Agreement is new, original, manufacturer-sealed, and fully warrantied by the manufacturer.

4. WARRANTY.

a. Vendor warrants the Product is as described in Attachments A and B.

b. Vendor warrants Metro Water is receiving the Product with good title free from defects in workmanship or materials, free of liens and encumbrances, and free of claims of patent infringement or intellectual property infringement.

c. Product shall carry a warranty of one year from the date of receipt by Metro Water, unless otherwise described in Attachment A.

d. Vendor shall assign any and all manufacturer warranties for Product to Metro Water upon delivery, installation, and successful startup of the Product.

e. If Vendor receives notice of a defect or non-conformance during the warranty period described in Attachment A, Vendor will, at its option, repair or replace the affected Product, including shipping and handling, and any other costs associated with repair or replacement. Vendor will pay expenses for return of such Product to Vendor and for shipment of the repaired or replacement Product.

f. Vendor specifically disclaims the implied warranties of merchantability and fitness for a particular purpose.

5. LIABILITY AND REMEDIES.

a. In the event the Product does not function as warranted and is not repaired or replaced within 30 days after notice to Vendor, Vendor will reimburse Metro Water for reasonable costs of replacing the Product, including shipping and handling. Except as described in the preceding sentence, Vendor disclaims liability for consequential damages.

b. Disputes arising in connection with this Purchase Contract will be governed by the laws of the State of Utah.

c. Venue shall be in the Third District Court, Salt Lake County, Utah.

6. DEFENSE AND INDEMNITY.

a. In no event will any fault of Vendor or Vendor's employees or contractors be reapportioned to Metro Water or its officers, trustees, or employees. Vendor will indemnify and hold Metro Water and its officers, trustees, and employees harmless from any such reapportionment of fault.

b. To the extent that Metro Water is not otherwise indemnified by a policy of insurance, Vendor will indemnify Metro Water from any claim of third parties to the extent caused by Vendor's breach of this Purchase Contract or by the negligence or other fault of Vendor, or that of any of Vendor's employees or subcontractors, including any claim asserting a lien or encumbrance on the Product and any claims of patent infringement or intellectual property infringement. Any invalidity of any portion of this indemnification duty will not defeat any remaining portion of this described indemnification duty. This indemnity shall be interpreted to provide Metro Water and its Trustees and employees with indemnity to the greatest extent allowed by law.

7. NOTICES. Communication regarding material matters relating to this Purchase Contract shall be deemed given when mailed or delivered to:

If to Metro Water:
Metropolitan Water District of
Salt Lake & Sandy
Attn: General Manager
3430 East Danish Road
Cottonwood Heights, Utah 84093

If to Vendor:
[Vendor]
Attn: [Contact]
[Address]
[Address]

Each party may change the designation of the addressee or the address for that party to receive notice by sending written notice of the change.

8. E-VERIFY. Utah Code Section 63G-12-302 prohibits Metro Water from entering into a contract for the physical performance of services within the state with a contractor unless the contractor registers and participates in the Status Verification System to verify the work eligibility status of the contractor's new employees employed in the state. Vendor shall become familiar with, and strictly comply with, all employment verification requirements applicable to contractors hired by Metro Water, and shall assure that all subcontractors do the same. Vendor and all subcontractors shall maintain records that allow Metro Water to confirm compliance and make them available upon request.

9. GENERAL.

a. Entire Agreement. This Agreement and the attachments, which are incorporated into the Agreement, constitutes the entire understanding and agreement between the parties and cannot be altered except through a written instrument signed by the parties.

b. Conflict. In the event of any conflict between the terms of this Agreement, Metro Water's Request for Proposals, and Vendor's proposal, this Agreement shall prevail over Metro Water's Request for Proposals, which shall prevail over Vendor's proposal.

c. Assignment. The rights and obligations under this Agreement may not be assigned without the prior written consent of the other party, which shall not be unreasonably withheld.

d. Authority. The persons signing this Agreement on behalf of any entity represent and warrant that they have full authority to enter into this Agreement for and on behalf of the entity for which they are signing.

e. Delay in Asserting Rights Will Not Constitute a Waiver. No delay of either party in asserting rights under this Agreement will constitute a waiver in whole or in part.

f. No Third-Party Benefits Intended. This Agreement is not intended to create rights in any person or entity who is not a party to this Agreement.

g. Counterparts. This Agreement may be executed in counterparts.

The parties have executed this Agreement effective the ____ day of October, 2026.

METRO WATER:

Metropolitan Water District of
Salt Lake & Sandy

By: _____

Annalee Munsey
General Manager

VENDOR:

[Vendor name]

By: _____

[Name]
[Position]