

# NOTICE OF SOLICITATION

## PUBLIC PROCUREMENT AUTHORITY

RFP NUMBER 1415

### SOLICITATION FOR: INDUSTRIAL AND MEDICAL GASES ACCESSORIES AND EQUIPMENT

Notice is hereby given sealed proposals will be received by the Public Procurement Authority at the address listed below, until **5:00PM PST** on **February 12, 2015** for INDUSTRIAL AND MEDICAL GASES ACCESSORIES AND EQUIPMENT for the Public Procurement Authority and government members of National Purchasing Partners across the nation, including Oregon and Idaho governmental units incorporated by "ATTACHMENT H" of the RFP, WIPHE members identified in "ATTACHMENT G" of the RFP, as well as government units in all other states. Significant sales potential exists because the resulting Master Price Agreement for national proposers will include piggy backing language that will permit use of the Master Price Agreement nationwide without the need for Participating Agencies to duplicate the formal solicitation process and expend staff resources and funds.

All Proposals must be signed, sealed and addressed to:

#### Mailing Address:

**PPA INDUSTRIAL AND MEDICAL GASES ACCESSORIES AND EQUIPMENT RFP #1415**  
**Public Procurement Authority**  
**c/o Heidi Chames**  
**25030 SW Parkway Ave.**  
**Suite 330**  
**Wilsonville, OR 97070**

and marked "**RFP NUMBER 1415 FOR INDUSTRIAL AND MEDICAL GASES ACCESSORIES AND EQUIPMENT**"

**NOTE: THE PUBLIC PROCUREMENT AUTHORITY WILL NOT ACCEPT PROPOSAL ENVELOPES WITH INSUFFICIENT POSTAGE.**

#### INQUIRIES:

**PPA INDUSTRIAL AND MEDICAL GASES ACCESSORIES AND EQUIPMENT RFP #1415**  
**Public Procurement Authority**  
**c/o Heidi Chames**  
**25030 SW Parkway Ave.**  
**Suite 330**  
**Wilsonville, OR 97070**

855-524-4572 or [questions@ProcurementAuthority.org](mailto:questions@ProcurementAuthority.org)

**NOTE: PUBLIC PROCUREMENT AUTHORITY PUBLISHES ITS NOTICE OF SOLICITATIONS IN THE OREGON DAILY JOURNAL OF COMMERCE, USA TODAY, AND ONLINE AT [www.ProcurementAuthority.org](http://www.ProcurementAuthority.org), [www.findrfp.com](http://www.findrfp.com) and [www.nppgovernment.com](http://www.nppgovernment.com)**

REQUESTS FOR PROPOSALS (RFP's) ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING ONLINE AT [www.ProcurementAuthority.org](http://www.ProcurementAuthority.org), [www.findrfp.com](http://www.findrfp.com) and [www.nppgovernment.com](http://www.nppgovernment.com)

**PUBLIC PROCUREMENT AUTHORITY**  
**INDUSTRIAL AND MEDICAL GASES ACCESSORIES**  
**AND EQUIPMENT REQUEST FOR PROPOSAL**

RFP NUMBER 1415

**TABLE OF CONTENTS**

SECTION:

- 1 INTENT
- 2 SCOPE OF WORK
- 3 SPECIAL TERMS & CONDITIONS

ATTACHMENTS:

1. ATTACHMENT A- INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT
2. ATTACHMENT B – PROPOSER PROFILE WORKBOOK
4. ATTACHMENT C- SPECIFICATIONS
5. ATTACHMENT D – PRICING SCHEDULE
6. ATTACHMENT E – PROPOSAL EVALUATION FORM
7. ATTACHMENT F- ORS CHAPTER 279 REQUIREMENTS
8. ATTACHMENT G – WIPHE RESPONSE FORM
9. ATTACHMENT H- STATE REQUIREMENTS

**IMPORTANT**

**PLEASE READ BEFORE SUBMITTING YOUR PROPOSAL**

SOLICITATIONS FOR: **INDUSTRIAL AND MEDICAL GASES ACCESSORIES AND EQUIPMENT**

**1.0 INTENT:**

1.1 GENERAL INTENT

The Public Procurement Authority (PPA) serves as the “Lead Contracting Agency” for this solicitation on behalf of its members, and as authorized by the Public Procurement Authority Intergovernmental Agreement, which is an agreement for intergovernmental cooperation among select local Oregon governments and recognized under ORS Chapter 190, in

association with National Purchasing Partners, LLC (NPP), on behalf of NPP's government members (hereinafter referred to as "Participating Agencies") across the nation, including members of FireRescue GPO (FRGPO) and Public Safety GPO (PSGPO), Idaho and Oregon local government units (ATTACHMENT H), and WIPHE members (ATTACHMENT G), as well as government units in all other states, as authorized under the terms of the Intergovernmental Cooperative Purchasing Agreement executed by all Lead Contracting and Participating Agencies, a cooperative procurement group, is soliciting proposals from qualified companies (hereinafter referred to as "Vendor") to enter into a Master Price Agreement for INDUSTRIAL AND MEDICAL GASES ACCESSORIES AND EQUIPMENT.

The intent of this Interstate Cooperative Procurement Solicitation (Solicitation) is to invite Proposers active in the retail and wholesale of INDUSTRIAL AND MEDICAL GASES ACCESSORIES AND EQUIPMENT to submit a competitive pricing proposal offering INDUSTRIAL AND MEDICAL GASES ACCESSORIES AND EQUIPMENT to PPA, which will then be made available to NPP members locally and nationwide; to reduce expenses by eliminating multiple requests for proposals and multiple responses by Vendors; and to obtain discounted pricing through volume purchasing. Significant sales potential exists because the Master Price Agreement will be used nationwide without the need for Participating Agencies to duplicate the formal solicitation process and expend staff resources. Preferably, the successful Proposer will provide its entire catalog ("catalog discount") or products and/or services in order that NPP, FRGPO, and PSGPO members who wish to access the Master Price Agreement may order a broad range of goods and services as needed.

With the exception of successful local Proposer(s) capable of servicing PPA and NPP members within the state of Oregon, successful Proposer(s) should have a strong national presence for INDUSTRIAL AND MEDICAL GASES ACCESSORIES AND EQUIPMENT for use by government agencies nationwide.

***This Solicitation meets Oregon public contracting requirements and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.***

## 1.2 POTENTIAL MARKET

The Public Procurement Authority is publishing this RFP with the express purpose to create publicly awarded contracts for use by its members, which may also benefit the thousands of fellow members of NPP, FireRescue GPO and Public Safety GPO. These are nationwide programs representing member government agencies in all 50 states. We encourage proposer's response be a collaborative effort including manufacturer and distributor (when they are not the same company) to ensure nationwide contract utilization.

Proposer's response should also take into consideration the considerable market potential for this solicitation. Because the successful bid will be incorporated into a nationwide purchasing program including thousands of local government participants, the PPA believes that contracts created from this solicitation will provide vendors with a significant market advantage. Members of NPP, FireRescue GPO and Public Safety GPO and current vendors who participate in the program indicate the ability to shorten the sale cycle by eliminating the need to complete individual RFP processes is a significant advantage to participation.

The PPA believes that participation in the NPP purchasing program, benefits both its participating agencies and successful proposers. NPP engages with successful proposers who complete the Vendor Administration Agreement through a marketing and sales partnership. This partnership includes (but is not limited to) contract promotion to members, contract administration support to potential customers and live customer phone support.

### 1.3 REQUIREMENTS

Solicitation is subject to the Public Procurement Authority's General Conditions & Instructions to Proposer(s), if any, and the following requirements:

1.3.1 This RFP and resulting Master Price Agreement is anticipated for use by the Public Procurement Authority's government members as well as other NPP member government entities and eligible nonprofit entities across the nation. The Public Procurement Authority has entered into an Intergovernmental (interlocal) Cooperative Purchasing Agreement with other Participating Agencies for the purpose of obtaining Master Price Agreements with various vendors. Interlocal purchasing agreements allow Participating Agencies to make purchases at the Public Procurement Authority's accepted proposal price, terms and conditions, provided that the Participating Agency has satisfied all of its local and state cooperative procurement requirements. By submitting a proposal, the Proposer(s) agrees to make the same proposal terms and price, exclusive of any possible rebates, incentives, freight and transportation fees, available to other Participating Agencies. The Public Procurement Authority and NPP will not incur any direct liability with respect to specifications, delivery, payment, or any other aspect of purchases by such Participating Agencies or nonprofit institutions. A true and correct copy of the Intergovernmental Cooperative Purchasing Agreement is attached hereto as "ATTACHMENT A".

The successful Proposer must deal directly with the Participating Agencies concerning the placement of orders, disputes, invoicing and payment. The Public Procurement Authority and NPP shall not be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any Participating Agency. Successful Proposers must comply with the state and local laws, rules and regulations in each state and locality where the product or service is provided.

1.3.2 Each Participating Agency shall execute a Participating Agency Endorsement and Authorization included in the Intergovernmental Cooperative Purchasing Agreement. While the terms of the Master Price Agreement shall govern the general pricing terms, each Participating Agency may request modification of the Master Price Agreement in accordance with each Participating Agency's state and/or local purchasing laws, rules, regulations and procedures. Each Participating Agency may, at its discretion, and upon written agreement by the Participating Agency and Successful Proposer, request additional legal and procedural provisions not included herein that the successful Proposer must adhere to if it wishes to conduct business with said Participating Agency using the Master Price Agreement.

1.3.3 NPP, FireRescue GPO and Public Safety GPO provide vendor exposure and marketing support for the successful Proposer's products and services throughout its membership. Successful Proposers servicing the awarded contract to NPP members shall pay a Contract Administration Fee representing 1% percent of actual net sales under the Master Price Agreement as established in the NPP Vendor Administration Agreement (available upon request). A portion of the 1% fee is paid to the Western Fire Chiefs Association pursuant to agreements with NPP, Fire Rescue GPO, and Public Safety GPO. Western Fire Chiefs Association also administers the solicitation and bidding processes for the PPA pursuant to a separate Administration Agreement at no cost to the PPA or its members.

#### 1.4 MULTIPLE AWARDS

Multiple awards may be granted to meet the requirements of this Solicitation provided that such awards are differentiated by product make and model, service, and/or distribution regions and capabilities of the successful Proposers. Specifically, the Public Procurement Authority will award separate contracts to Proposers in order to cover all local and national geographical markets, electronic purchasing capabilities, and products and services identified in this Request for Proposal, as well as the diverse and large number of Participating Agencies. The award of multiple contracts is to be determined upon receipt and review of all proposals, and based upon the general criteria provided herein. The Public Procurement Authority may solicit proposals from local qualified companies with or without a national presence provided that the successful Proposer is able to provide the Public Procurement Authority with the products and services requested. Multiple awards will ensure fulfillment of current and future requirements of the diverse and large number of Participating Agencies. In the event a local Proposer with no national distribution capabilities best meets the proposal selection criteria, multiple local and nationwide responsive proposals may be awarded simultaneously in the best interests of local commerce, the Public Procurement Authority's compliance with local laws, and the Participating Agencies nationwide.

Proposers shall be able to serve the needs of the NPP membership on a national basis. However, this requirement shall not exclude local Proposers without a national presence that are capable of meeting the requirements of the Public Procurement Authority within the state of Oregon.

#### 1.5 CONTRACT USAGE

The actual utilization of any Master Price Agreement will be at the sole discretion of the Participating Agencies. It is the intent of this Request for Proposal and resulting Master Price Agreement that members of NPP, FireRescue GPO, and Public Safety GPO (Participating Agencies) may buy directly from Successful Proposers without the need for further solicitation. However, Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements as well as the need of further notice prior to utilizing the Master Price Agreement

#### 1.6 BACKGROUND OF NPP

NPP, owned by two healthcare organizations, provides group purchasing opportunities and purchasing administrative support for governmental entities and nonprofit institutions within its membership. NPP's membership includes participating public and nonprofit entities across North America.

#### 1.7 EQUAL OPPORTUNITY

The Public Procurement Authority encourages Minority and Women-owned Small Business Proposers to submit proposals.

Oregon Public Agencies are prohibited from use of products and services offered under this contract that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List pursuant to ORS 279.835-.855. Please see [www.OregonRehabilitation.org/qrf](http://www.OregonRehabilitation.org/qrf) for more information.

## 2.0 **SCOPE OF WORK:**

### 2.1 REQUIREMENTS OF PROPOSERS SUBMITTING A RESPONSE:

Proposers must present clear and concise evidence indicating Proposer's ability to comply with the requirements stated herein and to provide and deliver the specified products and

services to Participating Agencies.

#### 2.1.1 PROPOSER COMMITMENTS

Each Proposer is required to commit to low pricing, and accurate and timely reporting to NPP pursuant to the reporting requirements identified in the NPP Vendor Administration Agreement. In addition, successful Proposer(s) with a national presence must commit to marketing of the Master Price Agreement nationwide and that the sales force will be trained, engaged and committed to offering NPP pricing to member government agencies nationwide, including the opportunity for NPP to train the Vendor sales staff.

#### 2.1.2 **PROPOSERS MUST COMPLETE “ATTACHMENT B” – PROPOSER PROFILE WORKBOOK”.**

### 2.2 PRODUCTS AND SERVICES:

2.2.1 Provide a description of the INDUSTRIAL AND MEDICAL GASES ACCESSORIES AND EQUIPMENT offered as set forth in ATTACHMENT C. The primary objective is for the Proposer(s) to provide the Proposer(s)'s entire catalog of products and services (“catalog discount”) that are responsive to this RFP so that participating agencies may order a broad range of products and services as appropriate for their needs.

2.2.2 All products offered must be new, unused and most current product lines, unless otherwise clearly identified as remanufactured goods.

2.2.3 Describe any special programs that Proposer offers that shall improve the ability of the Participating Agencies access to the products, such as retail store availability, expedited delivery intervals, item sourcing, or other unique plans and services.

2.2.4 Explain any additional pricing incentives that may be available such as large volume purchases, cash terms, or rebates to Participating Agencies. However, steeper discounts are preferred to rebates.

2.2.5 Additional Benefits: Proposer shall identify any other added value it offers to the Public Procurement Authority and Participating Agencies (e.g. convenience cards, individual/member discounts, etc.)

### 2.3 PRICING:

2.3.1 Pricing for the products and services may be based on “ATTACHMENT D” - PRICING SCHEDULE as follows:

A. A fixed percentage (%) off *marked price* based on the Proposer's catalog or retail store price for each CATEGORY specified in ATTACHMENT D – PRICING SCHEDULE. Proposer shall identify the catalog used.

**Option (A) is preferred.** If option (A) is not feasible proposer may use option (B) provided proposer includes a justification.

B. Alternatively, contract pricing may be based upon fixed prices (contingencies for economic price adjustments must be identified in the proposal), or a combination fixed percentage off and firm fixed prices. Proposer may offer additional discounts to purchasers based on volume.

2.3.2 If proposer responds with pricing option “B” the following applies. Prices for items

listed in the PRICING SCHEDULE (“ATTACHMENT D”) shall remain firm for a period of six (6) months. Thereafter, Proposers may request price increases based on manufacturer costs, cost of labor and/or materials which must be supported by appropriate documentation. Proposers may also add or delete products and options identified on the Pricing Schedule, provided that any additions reasonably fall within the intent of the original Pricing Schedule category. If PPA agrees to the price increase or product or option modification, PPA may approve in writing, including electronic mail, without the need for a written amendment to the Master Price Agreement.

2.3.3 All pricing proposals shall clearly explain how freight and/or delivery costs are determined as described in ATTACHMENT D PRICING SCHEDULE herein.

2.3.5 If applicable, please describe any discounts offered to individual employees or volunteers of the PPA or Participating Agency.

2.4 TAX:

Proposers shall strictly adhere to all federal, state and local tax requirements applicable to their operation, or to any contract or activity resulting from this solicitation.

**3.0 SPECIAL TERMS & CONDITIONS:**

3.1 MASTER PRICE AGREEMENT TERM:

As a result of this Solicitation the successful Proposer(s) shall be awarded a Master Price Agreement for a two (2) year period. Subject to a written agreement signed by the Public Procurement Authority and Successful Proposer, the Master Price Agreement may be extended up to a maximum of three (3), one (1) year periods. At least thirty (30) calendar days prior to the expiration of the current term the Proposer(s) shall be notified in writing by the Public Procurement Authority of the intention to extend the Master Price Agreement.

3.2 MASTER PRICE AGREEMENT ACCESS PROVISIONS

Utilization of the Master Price Agreement will be at the discretion of the Public Procurement Authority and Participating Agencies. The Public Procurement Authority shall be under no obligation to purchase off of the Master Price Agreement. Assuming all local competitive solicitation requirements have been met, Participating Agencies may purchase directly from the successful Proposer(s) without the need for further solicitation.

3.3 INDEMNIFICATIONS AND INSURANCE:

3.3.1 Indemnification

The successful Proposer shall indemnify the PPA and NPP as specified in the Master Agreement.

3.3.2 Insurance Requirements.

Proposer(s), at Proposer(s)’s own expense, shall purchase and maintain the herein stipulated minimum insurance from a reputable company or companies duly licensed by the State of Oregon. In lieu of State of Oregon licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Oregon, provided that said insurance companies, meet the approval of the Public Procurement Authority. The form of any insurance policies

and forms must be acceptable to the Public Procurement Authority.

Proposer(s)'s insurance shall be primary insurance with respect to the Public Procurement Authority, and any insurance or self-insurance maintained by the Public Procurement Authority shall not contribute to it.

Award of this Solicitation is contingent upon the required insurance policies and/or endorsements identified herein. The Public Procurement Authority shall not be obligated, however, to review such policies and/or endorsements or to advise Proposer(s) of any deficiencies in such policies and endorsements, and such receipt shall not relieve Proposer(s) from, or be deemed a waiver of the Public Procurement Authority's right to insist on strict fulfillment of Proposer(s)'s obligations under this RFP.

The insurance policies required by this RFP, except Workers' Compensation, shall name the Public Procurement Authority, its agents, representatives, officers, directors, officials and employees as an Additional Insured.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the Public Procurement Authority, its agents, representatives, officers, directors, officials and employees for any claims arising out of Proposer(s)'s work or service.

3.3.3 Commercial, automobile and workers' compensation insurance.

3.3.3.1 Commercial General Liability. Proposer(s) shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of the Master Price Agreement.

3.3.3.2 Automobile Liability. Proposer(s) shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included.

3.3.3.3 Workers' Compensation. Proposer(s) shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Proposer(s)'s employees engaged in the performance of the work or services, as well as Employer's Liability insurance.

In case any work is subcontracted, Proposer(s) will require the SubProposer(s) to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of Proposer(s).

**4.0 SCHEDULE, RESPONSE PREPARATION AND SUBMISSION**

4.1 SCHEDULE OF EVENTS

4.1.1 Publication of request for proposal

Publication of this Solicitation conforms with ORS 279, to include Public Notice by publication in a newspaper of general circulation in the area where the Public

Procurement Authority is located no less than 30 days prior to the proposal due date, as well as posting of the Public Notice on the web site that typically posts Public Notices concerning the Public Procurement Authority.

**Solicitation Notice Publications: October 27, 2014; January 12, 2015**

4.1.2 Question and answer period

The PPA will post questions and answers concerning this Solicitation for a period of seven (7) days after initial publication of the Notice of Solicitation or October 29, 2014, whichever occurs later. All questions shall be submitted in writing via email to [questions@ProcurementAuthority.org](mailto:questions@ProcurementAuthority.org). The Public Procurement Authority reserves the right to accept and answer questions after the seven (7) day question and answer period has expired.

4.1.3 Submission of proposals

There will be no mandatory pre-proposal meeting. All questions must be submitted via email as directed above. If necessary, questions can be submitted in writing to Public Procurement Authority, c/o Heidi Chames, 25030 SW Parkway Avenue, Suite 330, Wilsonville, OR 97070 or [questions@ProcurementAuthority.org](mailto:questions@ProcurementAuthority.org). All questions and answers will be posted with the original solicitation on the Public Procurement Authority website at [www.ProcurementAuthority.org](http://www.ProcurementAuthority.org).

Deadline for submission of proposals is **5:00 PM PST, on February 12, 2015**. Heidi Chames must receive all proposals before **5:00 PM PST** on the above date in the office of the Public Procurement Authority, c/o Heidi Chames, 25030 SW Parkway Avenue, Suite 330, Wilsonville, OR 97070.

**Approximate opening date: 9:00 AM PST on February 13, 2015** at the office of the Public Procurement Authority, c/o Heidi Chames, 25030 SW Parkway Avenue, Suite 330, Wilsonville, OR 97070. **Approximate proposal selection and negotiation: February 13, 2015 to March 15, 2015**.

**Approximate award date April 1, 2015**.

All responses to this proposal become the property of the Public Procurement Authority and (other than pricing) will be held confidential, to the extent permissible by law. The Public Procurement Authority will not be held accountable if parties other than the Public Procurement Authority obtain material from proposal responses without the written consent of the Proposer(s).

4.2 REVIEW, INQUIRIES AND NOTICES:

4.2.1 **The solicitation documents may be reviewed in person at the following address:**

**Public Procurement Authority  
c/o Heidi Chames  
25030 SW Parkway Ave.  
Suite 330  
Wilsonville, OR 97070**

**All inquiries concerning information herein shall be addressed to:**

**Public Procurement Authority  
c/o Heidi Chames  
25030 SW Parkway Ave.**

**Suite 330  
Wilsonville, OR 97070**

**Administrative telephone inquiries shall be addressed to:**

Heidi Chames, 855-524-4572

**Email inquiries shall be addressed to:**

[questions@ProcurementAuthority.org](mailto:questions@ProcurementAuthority.org)

**Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on the Public Procurement Authority.**

4.2.2 Proposal Interpretation of the RFP Documents and Issuance of Addenda

If any Proposer(s) finds discrepancy in, or omissions from, or is in doubt to the true meaning of any part of the RFP document, he/she shall submit to:

**Public Procurement Authority  
c/o Heidi Chames  
25030 SW Parkway Ave.  
Suite 330  
Wilsonville, OR 97070**

A written request for a clarification or interpretation thereof at least ten (10) calendar days prior to the RFP closing date.

The Public Procurement Authority is not responsible for any explanation, clarification, interpretation, or approval made or given in any manner, except by addenda. Addenda, if necessary, will be issued not later than five (5) days prior to the RFP closing date by publication on the Public Procurement Authority's web site and NPP website.

4.3 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS:

Proposers are to provide two (2) hard copies and two (2) electronic copies of the complete proposal. Electronic copies are to be submitted on a USB flash drive with the core response in a file less than 10 MB, when possible. Electronic files may be used by the evaluation committee so they should be organized and named in an easy to understand manner. Proposers are to address proposals identified with return address, solicitation number and title in the following manner:

**RFP 1415: INDUSTRIAL AND MEDICAL GASES ACCESSORIES AND EQUIPMENT  
Public Procurement Authority  
c/o Heidi Chames  
25030 SW Parkway Ave.  
Suite 330  
Wilsonville, OR 97070**

All prices shall be held firm for a period of sixty (60) days after the Solicitation closing date. Any Proposer may withdraw its proposal if a Master Price Agreement has not been executed within sixty (60) days from the RFP closing date.

#### 4.4 EXCEPTIONS AND DEVIATIONS TO THE RFP

The Proposer shall identify and list all exceptions taken to all sections of this RFP and list these exceptions, referencing the section (paragraph) where the exception exists and stating the proposed revision. The Proposer shall list these exceptions under the heading, "Exception to the Solicitation, RFP Number 1415." Exceptions not listed under the heading, "Exception to the Solicitation, RFP Number 1415." shall be considered invalid. The Public Procurement Authority reserves the right to reject, render the proposal non-responsive, enter into negotiation on any of the Proposer exceptions, or accept them outright.

The Proposer shall detail any and all deviations from specifications, if any, as requested. The Public Procurement Authority may accept or reject deviations, and all Public Procurement Authority decisions shall be final.

#### 4.5 RESPONSE FORMAT AND CONTENT:

To aid in the evaluation, it is desired that all proposals follow the same general format. The proposals are to be submitted in binders and have sections tabbed as follows:

4.5.1 Letter of Transmittal

4.5.2 Table of Contents

4.5.3 Short introduction and executive summary. This section shall contain an outline of the general approach utilized in the proposal.

4.5.4 The proposal should contain a statement of all of the programs and services proposed, including conclusions and generalized recommendations. Proposals should be all-inclusive, detailing the proposer's best offer. Additional related services should be incorporated into the proposal, if applicable.

Format Proposal to specifically address each individual sub-section and sub-set of the SCOPE OF WORK (Section 2.0).

4.5.5 Qualifications – This section shall describe the Proposer's ability and experience related to the programs and services proposed.

4.5.6 Exceptions to the Proposal Solicitation, RFP Solicitation Number 1415

4.5.7 PRICING SCHEDULE ("ATTACHMENT D")

4.5.8 PROPOSER PROFILE WORKBOOK ("ATTACHMENT B")

4.5.9 Complete, Current Catalog Pricing shall be submitted on a CD.

### 5.0 **EVALUATION AND POST SUBMISSION**

#### 5.1 EVALUATION OF PROPOSAL – SELECTION FACTORS:

A Proposal Analysis Committee will be appointed by the Public Procurement Authority on behalf of its membership to evaluate each Proposal and prepare a scoring of each Proposal. Each Proposal received and reviewed shall be awarded points under each criterion solely on the judgment and determination of the Analysis Committee and the PPA. There is a maximum score of 500 points and proposer's average total score must be at least 200 points for consideration of an award. Proposals will be evaluated on the following criteria and further defined in the Proposal Evaluation Form (ATTACHMENT E) utilizing the point system indicated on the form

- 1) Pricing
- 2) Product Line
- 3) Conformance
- 4) Marketing
- 5) Customer Service
- 6) Coverage
- 7) Proven Experience & References

At the Public Procurement Authority's option, Proposers may be invited to make presentations to the Evaluation Committee. Public Procurement Authority reserves the right to make multiple awards to meet the national membership needs of this Solicitation.

- 5.1.1 Additional criteria/preferences that are not necessarily awarded points.
  - 5.1.1.1 Pursuant to ORS 279, Lead Contracting Agency shall give preference to the procurement of goods manufactured from recycled materials.
  - 5.1.1.2 Pursuant to ORS 279, Lead Contracting Agency shall give preference to goods and services that have been manufactured or produced within the State of Oregon if price, fitness, availability and quality are otherwise equal; and the Lead Contracting Agency shall add a percent increase to the proposal of a nonresident Proposer equal to the percent, if any, of the preference given to the Proposer in the state in which the Proposer resides. All proposers shall identify the state to which it is a resident bidder.
  - 5.1.1.3 Proposer shall comply with all federal, state and local laws applicable to the work under the Master Price Agreement awarded as a result of this Solicitation, including, without limitation, the provisions of ORS, as set forth on "ATTACHMENT F", attached hereto and incorporated herein by this reference.
  - 5.1.1.4 Pursuant to Section 1.5, the Lead Contracting Agency encourages Minority and Women-owned Small Business Proposers to submit proposals.

## 5.2 RIGHT OF PUBLIC PROCUREMENT AUTHORITY TO AWARD OR REJECT PROPOSALS

- 5.2.1 The Request for Proposal does not commit the Public Procurement Authority to award a Master Price Agreement for the products or services specified within the Request for Proposal document. The Public Procurement Authority may cancel the procurement or reject any or all proposals in accordance with ORS 279. Under no circumstance will the Public Procurement Authority pay the costs incurred in the preparation of a response to this request.
- 5.2.2 The Public Procurement Authority reserves the right to:
  - 5.2.2.1 Accept or reject any or all proposals received as a result of the Request for Proposals;
  - 5.2.2.2 Negotiate with any qualified Proposer(s);
  - 5.2.2.3 Accept a proposal and subsequent offers for a Master Price Agreement from other than the lowest cost proposer;
  - 5.2.2.4 Waive or modify any irregularities in proposals received, after prior notifications to the Proposer(s).
- 5.2.3 Oral interpretations or statements cannot modify the provisions of this Request for Proposal. If inquiries or comments by Proposers raise issues that require clarification by the Public Procurement Authority, or the Public Procurement Authority decides to revise any part of this Request for Proposal, addenda will be provided to all persons who receive the Request for Proposal. Receipt of an addendum must be acknowledged by signing and returning it with the proposal.

5.2.4 The award, if there is one, will be made to that Proposer(s) who is determined to be the most qualified, responsible and responsive within a competitive price range based upon the evaluation of the information furnished under this RFP.

### 5.3 WITHDRAWAL OF PROPOSAL

At any time prior to the hour and date set for the receipt of proposals, the Proposer(s) may withdraw its proposal. Withdrawal will not preclude the submission of another proposal prior to the deadline.

### 5.4 PROTEST PROCESS

A prospective Proposer may protest the procurement process of the Solicitation Document for an Agreement solicited under ORS 279. Before seeking judicial review, a prospective Proposer must file a written protest with the Public Procurement Authority and exhaust all administrative remedies. Written protests must be delivered to the Public Procurement Authority at 25030 SW Parkway Avenue, Suite 330, Wilsonville, OR 97070 not less than ten (10) days prior to the date upon which all proposals are due. The written protest shall contain a statement of the desired changes to the procurement process or solicitation document that the protester believes will remedy the conditions upon which the protest is based. The Public Procurement Authority shall consider the protest if it is timely filed and meets the conditions set forth in ORS 279. The Public Procurement Authority shall respond pursuant to ORS 279. If the Public Procurement Authority upholds the protest, in whole or in part, the Public Procurement Authority may in its sole discretion either issue an Addendum reflecting its disposition or cancel the procurement or solicitation. The Public Procurement Authority may extend the due date of proposals if it determines an extension is necessary to consider and respond to the protest.

A Proposer may protest the Award of the Contract, or the intent to Award the Contract, if the conditions set forth in ORS 279 are satisfied. Judicial review of the protest and the Public Procurement Authority's decision shall be governed by ORS 279.

### 5.5 NON-ASSIGNMENT

If a Master Price Agreement is awarded, it shall not be assigned in part or in total.

### 5.6 POST AWARD MEETING:

The successful Proposer(s) may be required to attend a post-award meeting with the PPA to discuss the terms and conditions of the Master Price Agreement.

### 5.7 PROPOSAL FINAL CERTIFICATION

The Proposer must certify the following:

a) I hereby certify, that the Proposal contained herein, fully and exactly complies with the instruction for proposers and specifications as they appear in this Notice of Solicitation.

b) I hereby further certify that I am authorized by the Board of Directors or Corporate Officers of the Corporation to sign the Requests for Proposals and proposals in the name of the corporation listed below:

Proposer Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name Typed: \_\_\_\_\_ Title: \_\_\_\_\_

Proposer is a resident bidder of the state of \_\_\_\_\_

Date: \_\_\_\_\_

## **ATTACHMENT A**

### **INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

This Intergovernmental Agreement (Agreement) is by and between the “Lead Contracting Agency” and participating government entities (“Participating Agencies”), that are members of National Purchasing Partners (“NPP”), including members of FireRescue GPO and Public Safety GPO, that agree to the terms and conditions of this Agreement. The Lead Contracting Agency and all Participating Agencies shall be considered as “parties” to this agreement.

WHEREAS, upon completion of a formal competitive solicitation and selection process, the Lead Contracting Agency has entered into Master Price Agreements with one or more Vendors to provide goods and services, often based on national sales volume projections;

WHEREAS, NPP provides group purchasing, marketing and administrative support for governmental entities. NPP’s marketing and administrative services are free to its membership, which includes participating public entities and nonprofit institutions throughout North America.

WHEREAS, NPP has instituted a cooperative purchasing program under which member Participating Agencies may reciprocally utilize competitively solicited Master Price Agreements awarded by the Lead Contracting Agency;

WHEREAS, the Master Price Agreements provide that all qualified government members of NPP may purchase goods and services on the same terms, conditions and pricing as the Lead Contracting Agency, subject to applicable local and state laws of the Participating Agencies;

WHEREAS, the parties agree to comply with the requirements of the Intergovernmental Cooperation Act as may be applicable to the local and state laws of the Participating Agencies;

WHEREAS, the parties desire to conserve and leverage resources, and to improve the efficiency and economy of the procurement process while reducing solicitation and procurement costs;

WHEREAS, the parties are authorized and eligible to contract with governmental bodies and Vendors to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, the parties desire to contract with Vendors under the terms of the Master Price Agreements;

NOW, THEREFORE, the parties agree as follows:

## **ARTICLE 1: LEGAL AUTHORITY**

Each party represents and warrants that it is eligible to participate in this Agreement because it is a local government created and operated to provide one or more governmental functions and possesses adequate legal authority to enter into this Agreement.

## **ARTICLE 2: APPLICABLE LAWS**

The procurement of goods and services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules, and regulations that govern each party's procurement policies. Competitive Solicitations are intended to meet the public contracting requirements of the Lead Contracting Agency and may not be appropriate under, or satisfy Participating Agencies' procurement laws. It is the responsibility of each party to ensure it has met all applicable solicitation and procurement requirements. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.

## **ARTICLE 3: USE OF BID, PROPOSAL OR PRICE AGREEMENT**

- a. A "procuring party" is defined as the Lead Contracting Agency or any Participating Agency that desires to purchase from the Master Price Agreements awarded by the Lead Contracting Agency.
- b. Each procuring party shall be solely responsible for their own purchase of goods and services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation of law or contract by a procuring party, and the procuring party shall hold non-procuring parties and all unrelated procuring parties harmless from any liability that may arise from action or inaction of the procuring party.
- c. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar goods and services outside the scope of the Master Price Agreement.
- d. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
- e. The cooperative use of bids, proposals or price agreements obtained by a party to this Agreement shall be in accordance with the terms and conditions of the bid, proposal or price agreement, except as modified where otherwise allowed or required by applicable law, and does not relieve the party of its other solicitation requirements under state law or local policies.

#### **ARTICLE 4: PAYMENT OBLIGATIONS**

The procuring party will make timely payments to Vendors for goods and services received in accordance with the terms and conditions of the procurement. Payment for goods and services, inspections and acceptance of goods and services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor shall be resolved in accordance with the law and venue rules of the state of the procuring party.

#### **ARTICLE 5: COMMENCEMENT DATE**

This Agreement shall take effect after execution of the “Lead Contracting Agency Endorsement and Authorization” or “Participating Agency Endorsement and Authorization,” as applicable.

#### **ARTICLE 6: TERMINATION OF AGREEMENT**

This Agreement shall remain in effect until terminated by a party giving 30 days written notice to “Lead Contracting Agency”

#### **ARTICLE 7: ENTIRE AGREEMENT**

This Agreement and any attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

#### **ARTICLE 8: CHANGES AND AMENDMENTS**

This Agreement may be amended only by a written amendment executed by all parties, except that any alterations, additions, or deletions of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

#### **ARTICLE 9: SEVERABILITY**

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

**THIS INSTRUMENT HAS BEEN EXECUTED IN TWO OR MORE ORIGINALS BY EXECUTION AND ATTACHMENT OF “THE LEAD CONTRACTING AGENCY ENDORSEMENT AND AUTHORIZATION” OR “PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION,” AS APPLICABLE. ONCE EXECUTED, IT IS THE RESPONSIBILITY OF EACH PARTY TO FILE THIS AGREEMENT WITH THE PROPER AGENCY IF REQUIRED BY LOCAL OR STATE LAW.**

**SAMPLE**

**PUBLIC PROCUREMENT AUTHORITY  
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of the Public Procurement Authority (“Lead Contracting Agency”) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the Public Procurement Authority to Participating Agencies locally, regionally, and nationally through NPP. Copies of Master Price Agreements and any amendments thereto made available by the Public Procurement Authority will be provided to Participating Agencies and NPP to facilitate use by Participating Agencies.

The undersigned understands that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agencies.

The undersigned affirms that he/she is an agent of the Public Procurement Authority and is duly authorized to sign this Public Procurement Authority Endorsement and Authorization.

**SAMPLE**

\_\_\_\_\_

Date: \_\_\_\_\_

BY:

ITS:

Public Procurement Authority Contact Information:

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Telephone No.: \_\_\_\_\_

Email: \_\_\_\_\_

**SAMPLE – DO NOT SIGN**

**PARTICIPATING AGENCY  
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of \_\_\_\_\_ (“Participating Agency”) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the Lead Contracting Agency to Participating Agencies locally, regionally, and nationally through NPP.

The undersigned further acknowledges that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agency and that neither the Lead Contracting Agency nor NPP shall be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any other Participating Agency. Upon award of contract, the Vendor shall deal directly with the Participating Agency concerning the placement of orders, disputes, invoicing and payment.

The undersigned affirms that he/she is an agent of \_\_\_\_\_ and is duly authorized to sign this Participating Agency Endorsement and Authorization.

**SAMPLE – DO NOT SIGN**

\_\_\_\_\_  
BY: \_\_\_\_\_  
ITS: \_\_\_\_\_

Date: \_\_\_\_\_

**Participating Agency Contact Information:**

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone No.: \_\_\_\_\_

Email: \_\_\_\_\_

## ATTACHMENT B

### Proposer Profile Workbook to be completed by all responders as directed herein

#### 1.0 General questions (*Section 1.1 only to be completed by vendors with a national presence; i.e. vendors with a sales territory in 25 states or more*).

1.1 The “Yes” or “No” questions below are to help evaluators familiarize themselves with national vendors. Circle “Yes” or “No” as it applies to your company.

- ✓ Do you have a national sales force adequate in size to meet the demands of multiple agencies and their unique needs for the products and services listed herein?  
Yes or No
- ✓ Do you have a national distribution network?  
Yes or No
- ✓ Can you provide product availability to meet the requirements for materials and services listed herein for government and nonprofit agencies nationwide in a timely manner?  
Yes or No
- ✓ Does your company have the ability to provide toll-free telephone/fax access, and an online presence?  
Yes or No
- ✓ Can you provide a single point of contact (National Account Manager) to interact with the lead agency and NPP staff?  
Yes or No
- ✓ Are you a strong competitor in the industry with a minimum of three consecutive years of demonstrated success in all business practices and pursuits?  
Yes or No

#### 1.2 Additional Information:

- 1.2.1 Provide at least three references of government agencies within the United States that have purchased products/services from Proposer similar to those specified in this solicitation within the last year. Include:
  - 1.2.3.1.1 Agency name and address
  - 1.2.3.1.2 Contact name, phone and/or email
  - 1.2.3.1.3 Description of products/services sold and date.
  - 1.2.3.1.4 PPA may use other information, however learned, in evaluation of the response.
- 1.2.2 OPTIONAL: If a Dun and Bradstreet Comprehensive Report (or similar) for your company is available, please submit it with your response.
- 1.2.3 OPTIONAL: Attach any case studies, white papers and/or testimonials supporting your company and products/services.

#### 2.0 ABOUT PROPOSER:

2.1 Complete Exhibit 1

2.2 Complete the following table

2.2.1 State of incorporation:	
2.2.2 Federal Tax Identification Number:	
2.2.3 If applicable to the product(s) and/or service(s), describe the Proposer's ability to conduct E-commerce. [Insert response in box below]	
2.2.4 Describe Proposer's system for processing orders from point of customer contact through delivery and billing. [Insert response in box below]	
2.2.5 Describe Proposer's ability to provide detailed electronic reporting of quarterly sales correlated with NPP member ID numbers of Participating Agency purchases as set forth in Addendum A to Vendor Administration Agreement (VAA), a copy of which is available upon request from the PPA. [Insert response in box below]	
2.2.6 Describe the capacity of Proposer to meet Minority and Women Business Enterprises (MWBE) preferences, which may vary among Participating Agencies. [Insert response in box below]	

**3.0 DISTRIBUTION SYSTEM:**

3.1 Describe distribution of products and services through Proposer's distribution system (including Alaska and Hawaii if applicable). [Insert response in box below]
3.2 Provide Proposer's shipping and delivery policy, including standard delivery time and any options and costs for expedited delivery and return policies. [Insert response in box below]
3.3 If applicable, detail the sub-contracting process (ordering, shipment, invoicing) for those products not carried in Proposer's distribution center. The process shall be transparent to the Participating Agencies. [Insert response in box below]
3.4 What is Proposer's backorder policy? Is your policy to classify as "immediate or cancel" (requiring the Participating Agency to reorder if item is backordered) or "good until cancelled"? [Insert response in box below]

**4.0 MARKETING:**

4.1 Outline Proposer's plan for marketing the Products and Services to the Participating Agencies on a local and national basis. Include any marketing incentives such as committed dollars for advertising, conferences/travel and custom marketing materials. [may attach marketing plan or insert response in box below]
---

4.2 Explain how Proposer will educate its local and national sales force about the use of the Master Price Agreement. [Insert response in box below]

**5.0 Proposer point of contact (POC) who will administer, coordinate, and manage this program with NPP and the Public Procurement Authority.**

<b>Contact Person:</b>		<b>Title:</b>	
<b>Mailing Address:</b>			
<b>City:</b>		<b>State &amp; Zip:</b>	
<b>Email Address:</b>			
<b>Phone #:</b>		<b>Fax #:</b>	
* Attach current resume of National Account Manager that will be the POC managing this contract.			

**6.0 CUSTOMER SUPPORT SERVICES:**

Explain Proposer’s policy regarding each of the following if applicable to product(s) and/or service(s):

6.1 Auditing for order completeness. [Insert response in box below]						
6.2 Replacement policy (i.e., damaged or defective goods). [Insert response in box below]						
6.3 Minimum order requirement (e.g., Individual item vs. case lot). [Insert response in box below]						
6.4 Customer service hours/days of operation [Insert response in boxes below]						
Monday:	Tuesday:	Wednesday:	Thursday:	Friday:	Saturday:	Sunday:
6.5 Special Orders. [Insert response in box below]						
6.6 Post sale services issues. [Insert response in box below]						
6.7 Repair services, including repair warranty programs, if any. Proposer shall identify, where applicable, authorized factory repair facilities that will honor the warranty of items on contract. [Insert response in box below]						
6.8 Technical support services Proposer provides. [Insert response in box below]						
6.9 Product substitution policy. [Insert response in box below]						
6.10 Identify trade-in program criteria (if applicable). [Insert response in box below]						
6.11. After hours service (including weekends and holidays) [Insert response in boxes below]						
Monday:	Tuesday:	Wednesday:	Thursday:	Friday:	Saturday:	Sunday:

6.12 Shipment tracking. [Insert response in box below]						
6.13 Back order tracking process. [Insert response in box below]						
6.14 Return Item process, including any/all associated fees (e.g., restocking, shipping, turnaround time on returns). [Insert response in box below]						
6.15 Electronic billing. [Insert response in box below]						
6.16 Explain how Proposer will resolve complaints, issues, or challenges. [Insert response in box below]						
6.17 Other services not already covered. [Insert response in box below]						

**7.0 DELIVERY AND FREIGHT CHARGES:**

7.1 Identify delivery and/or shipping costs or provide a shipping rate schedule based on weight, item, and/or destination for <u>all items ordered</u> within the continental U.S. (and Hawaii/Alaska) The Proposer shall identify all exceptions to this shipping rate schedule. [Insert response in box below]
7.2 Identify policy for transfer of product ownership (delivery) and damage/issue resolution. [Insert response in box below]

**Exhibit 1**  
**Product/Service Coverage**  
**INDUSTRIAL AND MEDICAL GASES ACCESSORIES AND EQUIPMENT**  
**RETAIL, DISTRIBUTION AND SERVICE/SUPPORT LOCATIONS**

	Number of retail stores in each state? (leave blank for none)	Number of distribution centers in each state? (leave blank for none)	Number of support locations in each state? (leave blank for none)
ALABAMA			
ALASKA			
ARIZONA			
ARKANSAS			
CALIFORNIA			
COLORADO			
CONNECTICUT			
DELAWARE			
FLORIDA			
GEORGIA			
HAWAII			
IDAHO			
ILLINOIS			
INDIANA			
IOWA			
KANSAS			
KENTUCKY			
LOUISIANA			
MAINE			
MARYLAND			
MASSACHUSETTS			
MICHIGAN			
MINNESOTA			
MISSISSIPPI			
MISSOURI			
MONTANA			
NEBRASKA			
NEVADA			
NEW HAMPSHIRE			
NEW JERSEY			
NEW MEXICO			
NEW YORK			
NORTH CAROLINA			
NORTH DAKOTA			
OHIO			
OKLAHOMA			
OREGON			
PENNSYLVANIA			
RHODE ISLAND			

SOUTH CAROLINA			
SOUTH DAKOTA			
TENNESSEE			
TEXAS			
UTAH			
VERMONT			
VIRGINIA			
WASHINGTON			
WEST VIRGINIA			
WISCONSIN			
WYOMING			

**THIS FORM MUST BE SIGNED AND RETURNED WITH SOLICITATION RESPONSE**

Exhibit 2

**Declaration of Non Collusion**

The undersigned does hereby declare that there has been no collusion between the undersigned, the Public Procurement Authority, and National Purchasing Partners, and in further support of said Declaration, states as follows:

The person, firm, association, co-partnership or corporation herein named has not, either directly or indirectly, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding or solicitation in the preparation and submission of a proposal to the Public Procurement Authority for consideration in the award of a contract or Master Price Agreement negotiated as a result of this Request for Proposal.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(Name of Firm)

By: \_\_\_\_\_  
(Authorized Signature)

Title: \_\_\_\_\_

## **ATTACHMENT C SPECIFICATIONS**

### **INDUSTRIAL AND MEDICAL GASES ACCESSORIES AND EQUIPMENT**

These specifications are intended to cover the complete range of industrial, medical, and specialty gases (including fuel, refrigerant, welding, breathing, etc.), their supply, delivery, containment (packaged, bottled and bulk gases) and related equipment and supplies.

- CATEGORY 1:**       **MEDICAL GASES:** Including but not limited to carbon dioxide, helium, medical air, nitrogen, nitrous oxide, oxygen, medical gas regulators and equipment, portable cylinders of all sizes, and liquid dewars.
- CATEGORY 2:**       **CALIBRATION GASES:** Including but not limited to high accuracy, high precision gases in non-refillable portable calibration gas cylinders and fixed flow and demand flow regulators.
- CATEGORY 3:**       **WELDING GASES:** Including but not limited to shielding, welding and cutting gases, regulators and gas delivery equipment, welding filler metals and supplies, power tools and industrial supplies.
- CATEGORY 4:**       **REFRIGERANT GASES:** Including but not limited to CFCs, HCFCs and HFCs alternative refrigerants, refrigerant supply, recovery/reclamation, and all refrigerant related services.
- CATEGORY 5:**       **SPECIALTY GASES:** Including but not limited to laboratory mixtures, high-purity gases and precision blends, NIST traceable calibration standards, including mixes that meet or exceed the latest EPA protocol specifications, gas chromatography/GC, nuclear magnetic resonance/NMR, liquid chromatography/LC and liquid nitrogen/LIN storage.
- CATEGORY 6:**       **BULK CRYOGENIC GASES:** Including but not limited to bulk gases including oxygen, nitrous oxide, carbon dioxide, and nitrogen, micro bulk – medical and industrial and cryogenic storage & freezer systems.
- CATEGORY 7:**       **GAS DELIVERY AND SUPPLY SYSTEMS:** Including but not limited to supply chain maintenance, regulators, control valves, flowmeters, check valves, gas detectors, specialty gas manifolds, line filters, purifiers, cryogenic equipment and EMS related delivery products and supplies.
- CATEGORY 8:**       **GAS AND RELATED SAFETY ACCESSORIES AND EQUIPMENT:** Including but not limited to eye protection, hand protection, hearing protection, respiratory protection, face & head protection, fall protection, confined space, instrumentation, ergonomics and workwear.
- CATEGORY 9:**       **INSTALLATION OF GAS RELATED SYSTEMS:** Including but not limited to design, tools, supplies and labor necessary for the installation of any products and services available from the proposer's response to this RFP.

Some of the preceding categories may overlap. Proposers are free to combine categories or adjust category definitions/content to align with their terminology, systems, delivery methods and programs in their response.

## ATTACHMENT D PRICING SCHEDULE

**PRODUCT CATEGORIES:**

The intent is for each Proposer to submit their complete product line so that Participating Agencies may order a wide array of products and services as appropriate for their needs. Proposer is encouraged but is not required to respond to all categories. Proposer may suggest additional categories and sub-categories as applicable. Proposer may subcontract items Proposer does not supply.

The Proposer should not necessarily limit the proposal to the performance of the services in accordance with this document but should outline any additional services and their costs if the Proposer deems them necessary to accomplish the program.

INDUSTRIAL AND MEDICAL GASES ACCESSORIES AND EQUIPMENT PRICING SCHEDULE	
Product Category	Percentage (%) off List Price* ( <i>OR</i> fixed price if % off pricing is not available)
MEDICAL GASES	
CALIBRATION GASES	
WELDING GASES	
REFRIGERANT GASES	
SPECIALTY GASES	
BULK CRYOGENIC GASES	
GAS DELIVERY AND SUPPLY SYSTEMS	
GAS AND RELATED SAFETY ACCESSORIES AND EQUIPMENT	
INSTALLATION OF GAS RELATED SYSTEMS	

\* Identify source of list price and publication date or expiration date.

Pricing and resulting relative discount to PPA and NPP membership shall be clearly delineated on each proposal. Contract pricing shall be based upon:

- 1) Fixed discount(s) off published price list(s) or catalog(s)
- 2) Firm fixed price with economic adjustment (contingencies for economic price adjustments must be identified in the proposal)
- 3) A combination of the above.

## ATTACHMENT E PROPOSAL EVALUATION FORM

**Proposals will be evaluated using a two-step process.**

**The first step** evaluates the responsiveness of the proposer and determines 1) if the proposer is deemed fully responsive enabling the proposal to move to the second step and 2) if the proposal will be evaluated as a local response (within the State of Oregon) or a national response (covering the entire U.S. or a large region of the U.S.).

**The second step** of the evaluation process will only occur with proposals deemed fully responsive from the first step. The second step fully evaluates the proposers response based on the criteria found in the proposal evaluation form.

**STEP 1**  
**Proposal Responsiveness**

Component	YES	NO
Submitted on time		
Proposal signed		
Completed Proposer Workbook		
Included pricing structure		
Included references		
<b>Deemed Fully Responsive</b>	YES	NO
<b>Categorized as Local or National</b>	Local	National

## Proposal Evaluation Form

### **STEP 2**

### **Full Evaluation of Proposal**

#### Point Value Definitions

5- Excellent – Substantially exceeds requirements

4-Very Good- Meet all requirements

3- Good – Meets most requirements

2- Satisfactory – Minimally meets requirements

1- Unsatisfactory – Requirements essentially not met

0- No Response provided

<b>Component Evaluated</b>	<b>Weight</b>	<b>Possible Points (0-5)</b>	<b>Total Points (Weight x PP)</b>	<b>Evaluator's Comments</b>
<u>Pricing:</u> Product price analysis and discounts proposed including favorable pricing for cooperative purchasing.	20			Comments:
<u>Product Line:</u> Product line offered in indicated coverage area, considering geographic distribution limitations, warranties, any sub-proposers and coordination of manufacturer and distribution in response.	25			Comments:
<u>Conformance:</u> Completeness of proposal and the degree to which the Proposer responds to the terms and all requirements of the RFP requirements and specifications.	10			Comments:

<u>Marketing:</u> The Proposer's marketing plan to promote the resulting contractual agreement and ability to incorporate use of agreement in their sales system throughout indicated coverage region.	20			Comments:
<u>Customer Service:</u> Support dedicated to Lead Contracting and Participating Agencies. Ability to conduct e-commerce and meet promised delivery timelines.	5			Comments
<u>Coverage:</u> Ability to provide products and services for indicated coverage region including distribution, retail & service facilities and staff availability. <i>*Note Exhibit 1 from PPW</i>	10			Comments:
<u>Proven Experience &amp; References:</u> Proposer's success in providing products and services in a timely manner including Past Performance Information (PPI) review.	10			Comments:
<b><u>TOTAL</u></b>	100			General Comments:

Name of Evaluator \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

## ATTACHMENT F

### ORS CHAPTERS 279 (AS MAY BE AMENDED) REQUIREMENTS

Successful Proposer (Contractor) shall comply with the requirements of this ATTACHMENT F to the extent required by any applicable federal or state law.

- (1) Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor.
- (2) Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract.
- (3) Contractor shall not permit any lien or claim to be filed or prosecuted against the District on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.
- (4) Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617.
- (5) If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the District may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or his surety from his or its obligation with respect to any unpaid claim. If the District is unable to determine the validity of any claim for labor or material furnished, the District may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.
- (6) Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- (7) Contractor shall pay employees for overtime work performed under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, *et seq.*)
- (8) The Contractor must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.
- (9) All subject employers working under the contractor either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126.
- (10) All sums due the State Unemployment Compensation Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid.
- (11) The contract may be canceled at the election of District for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.
- (12) Contractor certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.

- (13) Contractor certifies that it has not discriminated against minorities, women or emerging small business enterprises in obtaining any required subcontractors.

**ATTACHMENT G  
WIPHE RESPONSE FORM**

**THIS FORM MUST BE RETURNED WITH SOLICITATION RESPONSE**

**Vendor servicing Washington State AGREES to sell items included in this solicitation to WIPHE institutions at prices offered, unless otherwise noted below:**

\_\_\_\_\_ **DOES NOT** agree to sell to WIPHE Institutions.

\_\_\_\_\_ **AGREES** to sell to WIPHE Institutions at same prices and discounts, with the following exceptions: (attach additional pages as necessary)

***Vendor must state geographic areas or specific institution(s) listed below within the State of Washington that are EXCLUDED from the contract(s) resulting from this solicitation:***

**Washington Institutions of Public Higher Education (WIPHE).** See list on following page.

If Vendor agrees to sell to the WIPHE Institutions, a WIPHE Contract number will be assigned and the information will be reported to the Council of Presidents. The Council of Presidents notifies all the other schools when a WIPHE contract has been awarded and a master list will be maintained and the WIPHE website updated. WIPHE shall determine, at its absolute discretion, whether it shall accept and/or utilize the contract resulting from the Request for Proposal

## Washington Institutions of Public Higher Education (WIPHE)

### FOUR-YEAR UNIVERSITIES

CENTRAL WASHINGTON UNIVERSITY	GRAYS HARBOR College
EASTERN WASHINGTON UNIVERSITY	GREEN RIVER Community College
THE EVERGREEN STATE COLLEGE	HIGHLINE Community College
UNIVERSITY OF WASHINGTON	LAKE WASHINGTON Technical College
WASHINGTON STATE UNIVERSITY	LOWER COLUMBIA College
WESTERN WASHINGTON UNIVERSITY	OLYMPIC College
COMMUNITY AND TECHNICAL COLLEGES:	PENINSULA College
BATES Technical College	PIERCE College
BELLEVUE Community College	RENTON Technical College
BELLINGHAM Technical College	SEATTLE CENTRAL Community Colleges
BIG BEND Community College	SHORELINE Community College
CASCADE Community College	SKAGIT Valley College
CASCADIA College	SOUTH PUGET SOUND Community College
CENTRALIA College	SPOKANE Community Colleges
CLARK College	STATE BOARD for Technical & Community Colleges
CLOVER PARK Technical College	WENATCHEE Valley College
COLUMBIA BASIN College	YAKIMA Valley Community College
EDMONDS Community College	WHATCOM Community College
EVERETT Community College	

### Miscellaneous local agencies within Washington State\*

ADAMS COUNTY	BENTON COUNTY FIRE DISTRICT
PUYALLUP SCHOOL DIST 3	BENTON COUNTY PUD
KITSAP COUNTY	BENTON FRANKLIN COUNTY
FIFE SCHOOL DIST 417	BENTON FRANKLIN PRIVATE INDUST CNCL
RIVERVIEW SCHOOL DIST 407	BENTON PORT OF
GONZAGA UNIVERSITY	BETHEL SCHOOL DISTRICT 403
PLANNED PARENTHOOD OF WESTERN WASHINGTON	BIG BROTHERS BIG SISTERS OF KING CO
SNOHOMISH COUNTY	BIRCH BAY WATER & SEWER DISTRICT
MASON COUNTY	BLANCHET SCHOOL DISTRICT
FEDERAL WAY SCHOOL DIST	BREMERTON KITSAP CO HEALTH DISTRICT
SPOKANE COUNTY	BREMERTON PORT OF
ISSAQUAH SCHOOL DIST 411	BREMERTON SCHOOL DISTRICT 100
ADAMS COUNTY FIRE DISTRICT	BURLINGTON EDISON SCHOOL DIST 100
ADAMS COUNTY HEALTH DISTRICT	CANCER RESEARCH AND BOISTATISTICS
AFFILIATED HEALTH SERVICES	CASCADE BLUE MT FD SHR
ALDERWOOD WATER DISTRICT	CASCADE IRRIGATION DISTRICT
ANACORTES PORT OF	CASHMERE SCHOOL DISTRICT 222
ANACORTES SCHOOL DISTRICT 103	CATHOLIC COMM SVCS OF KING CO
ANNAPOLIS WATER DISTRICT	CENTRAL KITSAP SCHOOL DISTRICT 401
ASOTIN COUNTY	CENTRAL WAS COMP MENTAL HEALTH
AUBURN SCHOOL DISTRICT 408	CENTRALIA SCHOOL DISTRICT 40
BAINBRIDGE IS SCHOOL DISTRICT 303	CHEHALIS SCHOOL DISTRICT 302
BAINBRIDGE ISLAND FIRE DEPARTMENT	CHELAN COUNTY
BAINBRIDGE ISLAND PARKS	CHELAN COUNTY COMMUNITY HOSPITAL
BATTLE GROUND SCHOOL DISTRICT 119	CHELAN COUNTY FIRE DISTRICT
BELLEVUE SCHOOL DISTRICT 405	CHELAN COUNTY PUD 1
BELLINGHAM PORT OF	CHELAN DOUGLAS COUNTY HEALTH DIST
BELLINGHAM SCHOOL DISTRICT 501	CHENEY CARE CENTER
BENTON COUNTY	CHILD CARE RESOURCE & REFERRAL
	CHILDRENS THERAPY CENTER

CHIMACUM SCHOOL DISTRICT 49  
CLALLAM COUNTY  
CLALLAM COUNTY FIRE DISTRICT  
CLALLAM COUNTY HOSPITAL DISTRICT  
CLALLAM COUNTY PUD  
CLARK COUNTY  
CLARK COUNTY FIRE DISTRICT  
CLARK COUNTY PUD  
CLE ELUM-ROSLYN SCHOOL DISTRICT 404  
CLOVER PARK SCHOOL DISTRICT 400  
CNTRL WHIDBEY FIRE & RESCUE  
COAL CREEK UTILITY DISTRICT  
COALITION AGAINST DOMESTIC VIOLENCE  
COLUMBIA COUNTY  
COLUMBIA IRRIGATION DISTRICT  
COLUMBIA MOSQUITO CONTROL DISTRICT  
COMMUNITY CHRISTIAN ACADEMY  
COMMUNITY PSYCHIATRIC CLINIC  
COMMUNITY TRANSIT  
CONFEDERATED TRIBES OF CHEHALIS  
CONSOLIDATED DIKING IMPROVEMENT DIST  
CONSOLIDATED IRRIGATION  
COWLITZ COUNTY  
COWLITZ COUNTY FIRE DISTRICT  
COWLITZ COUNTY PUD  
CROSS VALLEY WATER DISTRICT  
DAYTON SCHOOL DISTRICT 2  
DOUGLAS COUNTY  
DOUGLAS COUNTY FIRE DISTRICT  
DOUGLAS COUNTY PUD  
DRUG ABUSE PREVENTION CENTER  
E COLUMBIA BASIN IRRIGATION DIST  
EAST WENATCHEE WATER  
EATONVILLE SCHOOL DIST 404  
EDMONDS SCHOOL DISTRICT 15  
EDUCATIONAL SERVICE DIST 114  
EDUCATIONAL SERVICE DISTRICT 113  
ELLENSBURG SCHOOL DIST 401  
ENUMCLAW SCHOOL DIST  
EVERETT PORT OF  
EVERETT PUBLIC FACILITIES DIST  
EVERGREEN MANOR INC  
EVERGREEN SCHOOL DIST 114  
FEDERAL WAY FD  
FERRY COUNTY  
FERRY COUNTY PUBLIC HOSPITAL  
FERRY OKAHOGAN FPD  
FOSS WATERWAY DEVELOPMENT AUTHORITY  
FRANKLIN COUNTY  
FRANKLIN COUNTY PUD  
FRANKLIN PIERCE SCHOOL DIST 402  
FRIDAY HARBOR PORT OF  
GARDENA FARMS IRRIGATION DIST 13  
GARFIELD COUNTY  
GRAND COULEE PROJECT  
GRANDVIEW SCHOOL DIST 116/200

GRANITE FALLS SCHOOL DIST 332  
GRANT COUNTY  
GRANT COUNTY HEALTH DIST  
GRANT COUNTY PUD  
GRAYS HARBOR COUNTY  
GRAYS HARBOR COUNTY FIRE DIST  
GRAYS HARBOR COUNTY PUD # 1  
GRAYS HARBOR PORT OF  
GRAYS HARBOR PUB DEV AUTH  
GRAYS HARBOR TRANSIT  
GRIFFIN SCHOOL DIST 324  
HARBORVIEW MEDICAL CENTER  
HAZEL DELL SEWER DIST  
HEALTHY MOTHERS HEALTHY BABIES COAL  
HIGHLINE SCHOOL DIST 401  
HIGHLINE WATER DIST  
HOMESIGHT  
HOPELINK  
HOQUIAM SCHOOL DIST 28  
HOUSING AUTHORITY OF PORTLAND  
ILWACO PORT OF  
INCHELIUM SCHOOL DIST 70  
ISLAND COUNTY  
ISLAND COUNTY FIRE DIST  
JEFFERSON COUNTY  
JEFFERSON COUNTY FIRE DIST  
JEFFERSON COUNTY LIBRARY  
JEFFERSON COUNTY PUD  
JEFFERSON GENERAL HOSPITAL  
KARCHER CREEK SEWER DIST  
KELSO SCHOOL DIST 458  
KENNEWICK GENERAL HOSPITAL  
KENNEWICK SCHOOL DISTRICT 17  
KENT SCHOOL DIST 415  
KETTLE FALLS SCHOOL DIST 212  
KING COUNTY  
KING COUNTY FIRE DIST  
KING COUNTY HOUSING AUTHORITY  
KING COUNTY LIBRARY  
KING COUNTY WATER SEWER  
KINGSTON PORT OF  
KITSAP COUNTY FIRE & RESCUE  
KITSAP COUNTY LIBRARY  
KITSAP COUNTY PUD 1  
KITTTITAS COUNTY  
KITTTITAS COUNTY PUD  
KITTTITAS COUNTY RECLAMATION DIST  
KLICKITAT COUNTY  
KLICKITAT COUNTY PUD  
LAKE CHELAN RECLAMATION DIST  
LAKE STEVENS SCHOOL DIST 4  
LAKE WASHINGTON SCHOOL DIST 414  
LAKEHAVEN UTILITY DIST  
LAKEWOOD SCHOOL DIST 306  
LEWIS CO PUD 1  
LEWIS COUNTY

LEWIS COUNTY FIRE DIST  
LEWIS PUBLIC TRANSPORTATION  
LIBERTY LAKE SEWER & WATER DIST  
LINCOLN COUNTY  
LINCOLN COUNTY FIRE DIST  
LONGVIEW PORT OF  
LONGVIEW SCHOOL DIST 122  
LOTT WASTEWATER ALLIANCE  
LUMMI INDIAN NATION  
MANCHESTER WATER DIST  
MARYSVILLE SCHOOL DIST 25  
MASON COUNTY FIRE DIST  
MASON COUNTY PUD  
MEAD SCHOOL DIST 354  
METRO PARK DISTRICT OF TACOMA  
MID COLUMBIA LIBRARY  
MIDWAY SEWER DISTRICT  
MONROE SCHOOL DIST 103  
MORTON SCHOOL DIST 214  
MOSES LAKE PORT OF  
MOUNT BAKER SCHOOL DIST  
MT VERNON SCHOOL DISTRICT 320  
MUKILTEO SCHOOL DIST 6  
MUKILTEO WATER DIST  
NAVAL STATION EVERETT  
NE TRI COUNTY HEALTH DIST  
NORTH CENTRAL REGIONAL LIBRARY DIST  
NORTH KITSAP SCHOOL DIST 400  
NORTH SHORE UTILITY DISTRICT  
NORTH THURSTON SCHOOL DISTRICT  
NORTHSHORE SCHOOL DIST 417  
NORTHWEST KIDNEY CTR  
NORTHWEST WORK FORCE DEVELOPMENT CO  
NW REGIONAL COUNCIL  
OAK HARBOR SCHOOL DIST 201  
OAKVILLE SCHOOL DIST 400  
OCOSTA SCHOOL DIST 172  
OKANOGAN COUNTY  
OKANOGAN COUNTY FIRE DIST  
OKANOGAN COUNTY PUD  
OKANOGAN SCHOOL DISTRICT  
OLYMPIA PORT OF  
OLYMPIA SCHOOL DISTRICT 111  
OLYMPIA THURSTON CHAMBER FOUNDATION  
OLYMPIC AREA AGENCY ON AGING  
OLYMPIC MEMORIAL HOSPITAL DIST  
OLYMPIC REGION CLEAN AIR AGENCY  
OLYMPIC VIEW WATER & SEWER DIST  
OLYMPUS TERRACE SEWER DIST  
PACIFIC COUNTY  
PACIFIC COUNTY FIRE  
PARATRANSIT SERVICES  
PASCO SCHOOL DIST  
PEND OREILLE COUNTY CONSERV DIST  
PEND OREILLE COUNTY PUB HOSP DIST  
PEND OREILLE COUNTY PUD

PENINSULA SCHOOL DISTRICT 401  
PERRY TECHNICAL INSTITUTE  
PIERCE COUNTY  
PIERCE COUNTY FIRE DIST  
PORT ANGELES PORT OF  
PORT ANGELES SCHOOL DISTRICT 121  
PRESCOTT SCHOOL DIST  
PUGET SOUND CLEAN AIR AGENCY  
PUGET SOUND SCHOOL DIST  
QUINCY COLUMBIA BASIN IRRIG DIST  
RICHLAND SCHOOL DIST 400  
S KITSAP SCHOOL DISTRICT 402  
S SNOHOMISH CO PUBLIC FAC DIST  
SAFEPLACE  
SAMISH WATER DIST  
SAMMAMISH WATER AND SEWER DIST  
SAN JUAN COUNTY  
SAN JUAN COUNTY FIRE DIST  
SEA MAR COMM HEALTH CTR  
SEATTLE JEWISH PRIMARY SCHOOL  
SEATTLE PORT OF  
SEATTLE SCHOOL DIST 1  
SEATTLE UNIVERSITY  
SECOND AMENDMENT FOUNDATION  
SECOND CHANCE INC  
SENIOR OPPORTUNITY SERVICES  
SHELTON SCHOOL DISTRICT 309  
SILVERDALE WATER  
SKAGIT COUNTY  
SKAGIT COUNTY CONSERVATION DIST  
SKAGIT COUNTY FIRE DIST  
SKAGIT COUNTY ISLAND HOSPITAL  
SKAGIT COUNTY PORT OF  
SKAGIT COUNTY PUD 1  
SKAGIT TRANSIT  
SKAMANIA COUNTY  
SKOOKUM INC  
SNOHOMISH COUNTY LIBRARY  
SNOHOMISH COUNTY PUD  
SNOHOMISH HEALTH DISTRICT  
SNOHOMISH SCHOOL DISTRICT 201  
SOAP LAKE SCHOOL DISTRICT 156  
SOOS CREEK WATER AND SEWER DIST  
SOUND TRANSIT  
SOUTH COLUMBIA BASIN IRRIG DIST  
SOUTH EAST EFFECTIVE DEVELOPMENT  
SOUTH SOUND MENTAL HEALTH SERVICES  
SOUTHWEST YOUTH & FAMILY SERVICES  
SPECIAL MOBILITY SERVICES INC  
SPOKANE CO AIR POLLUTION CNTRL  
AUTHORITY  
SPOKANE COUNTY FIRE DIST  
SPOKANE COUNTY LIBRARY  
SPOKANE SCHOOL DISTRICT 81  
ST JOSEPH/MARQUETTE SCHOOL  
STANWOOD SCHOOL DIST 410

STEVENS COUNTY  
 STEVENS COUNTY PUD  
 STILLAGUAMISH TRIBE OF INDIANS  
 SUMNER SCHOOL DISTRICT 320  
 SUNNYSIDE PORT OF  
 SUNNYSIDE SCHOOL DISTRICT 201  
 SUQUAMISH TRIBE  
 SW CLEAN AIR AGENCY  
 SWINOMISH TRIBE  
 TACOMA DAY CHILD CARE AND PRESCHOOL  
 TACOMA MUSICAL PLAYHOUSE  
 TACOMA PORT OF  
 TACOMA SCHOOL DISTRICT 10  
 TACOMA-PIERCE CO  
 TAHOMA SCHOOL DISTRICT 409  
 TERRACE HEIGHTS SEWER DISTRICT  
 THURSTON COMMUNITY TELEVISION  
 THURSTON COUNTY  
 THURSTON COUNTY CONSERVATION DIST  
 THURSTON COUNTY FIRE DISTRICT  
 TOPPENISH SCHOOL DISTRICT 202  
 TOUCHET SD 300  
 TRIUMPH TREATMENT SERVICES  
 TUKWILA SCHOOL DIST 406  
 TUMWATER SCHOOL DISTRICT 33  
 U S DEPARTMENT OF TRANSPORTATION  
 UNITED WAY OF KING COUNTY  
 UNIVERSITY PLACE SCHOOL DIST  
 UPPER SKAGIT INDIAN TRIBE  
 VAL VUE SEWER DISTRICT  
 VALLEY TRANSIT  
 VALLEY WATER DISTRICT  
 VANCOUVER PORT OF  
 VANCOUVER SCHOOL DISTRICT 37  
 VASHON ISLAND SCHOOL DISTRICT 402  
 VERA IRRIGATION  
 VETERANS ADMINISTRATION  
 VOLUNTEERS OF AMERICA  
 WA ASSOC OF SCHOOL ADMINISTRATORS  
 WA ASSOC SHERIFFS & POLICE CHIEFS  
 WA GOVERNMENTAL ENTITY POOL  
 WA LABOR COUNCIL AFL-CIO

WA PUBLIC PORTS ASSOCIATION  
 WA RESEARCH COUNCIL  
 WA ST ASSOCIATION OF COUNTIES  
 WA STATE PUBLIC STADIUM AUTHORITY  
 WAHIAKUM COUNTY  
 WALLA WALLA COLLEGE  
 WALLA WALLA COUNTY  
 WALLA WALLA COUNTY FIRE DISTRICT  
 WALLA WALLA PORT OF  
 WALLA WALLA SD 140  
 WASHINGTON ASSOCIATION  
 WASHINGTON COUNTIES RISK POOL  
 WASHINGTON FIRE COMMISSIONERS ASSOC  
 WASHINGTON HEALTH CARE ASSOCIATION  
 WASHINGTON PUBLIC AFFAIRS NETWORK  
 WASHINGTON STATE MIGRANT COUNCIL  
 WEST VALLEY SCHOOL DISTRICT 208  
 WEST VALLEY SCHOOL DISTRICT 363  
 WESTERN FOUNDATION THE  
 WHATCOM CONSERVATION DIST  
 WHATCOM COUNTY  
 WHATCOM COUNTY FIRE DISTRICT  
 WHATCOM COUNTY RURAL LIBRARY DIST  
 WHIDBEY GENERAL HOSPITAL  
 WHITMAN COUNTY  
 WHITWORTH WATER  
 WILLAPA COUNSELING CENTER  
 WILLAPA VALLEY SCHOOL DISTRICT 160  
 WILLAPA VALLEY WATER DISTRICT  
 WINLOCK SCHOOL DISTRICT 232  
 WOODINVILLE FIRE & LIFE SAFETY DIST  
 WOODLAND PORT OF  
 YAKIMA COUNTY  
 YAKIMA COUNTY FIRE DISTRICT  
 YAKIMA COUNTY REGIONAL LIBRARY  
 YAKIMA SCHOOL DISTRICT 7  
 YAKIMA VALLEY FARMWORKERS CLINIC  
 YAKIMA-TIETON IRRIGATION DISTRICT  
 YELM COMMUNITY SCHOOL DISTRICT  
 YMCA - TACOMA PIERCE COUNTY  
 YMCA OF GREATER SEATTLE

\*Washington State cities and other unnamed Washington State local and municipal agencies may also utilize the resulting Master Price Agreement; provided they enter into the Intergovernmental Cooperative Purchasing Agreement.

## ATTACHMENT H LOCAL GOVERNMENT UNITS BY STATE

### Oregon's Incorporated Cities

Adair Village	Donald	John Day	Nyssa	Tangent
Adams	Drain	Johnson City	Oakland	The Dalles
Adrian	Dufur	Jordan Valley	Oakridge	Tigard
Albany	Dundee	Joseph	Ontario	Tillamook
Amity	Dunes City	Junction City	Oregon City	Toledo
Antelope	Durham	Keizer	Paisley	Troutdale
Arlington	Eagle Point	King City	Pendleton	Tualatin
Ashland	Echo	Klamath Falls	Philomath	Turner
Astoria	Elgin	La Grande	Phoenix	Ukiah
Athena	Elkton	La Pine	Pilot Rock	Umatilla
Aumsville	Enterprise	Lafayette	Port Orford	Union
Aurora	Estacada	Lake Oswego	Portland	Unity
Baker City	Eugene	Lakeside	Powers	Vale
Bandon	Fairview	Lakeview	Prairie City	Veneta
Banks	Falls City	Lebanon	Prescott	Vernonia
Barlow	Florence	Lexington	Prineville	Waldport
Bay City	Forest Grove	Lincoln City	Rainier	Walla
Beaverton	Fossil	Lonerock	Redmond	Warrenton
Bend	Garbaldi	Long Creek	Reedsport	Wasco
Boardman	Gaston	Lostine	Richland	Waterloo
Bonanza	Gates	Lowell	Riddle	West Linn
Brookings	Gearhart	Lyons	Rivergrove	Westfir
Brownsville	Gervais	Madras	Rockaway	Weston
Burns	Gladstone	Malin	Rogue Beach	Wheeler
Butte Falls	Glendale	Manzanita	Roseburg	Willamina
Canby	Gold Beach	Maupin	Rufus	Wilsonville
Cannon Beach	Gold Hill	Maywood Park	Salem	Winston
Canyon City	Granite	McMinnville	Scappoose	Wood Village
Canyonville	Grants Pass	Medford	Scio	Woodburn
Carlton	Grass Valley	Merrill	Scott Mills	Yachats
Cascade Locks	Greenhorn	Metolius	Seaside	Yamhill
Cave Junction	Gresham	Mill City	Seneca	Yoncalla
Central Point	Haines	Millersburg	Shady Cove	
Chiloquin	Halfway	Milton-Freewater	Shaniko	
Clatskanie	Halsey	Milwaukie	Sheridan	
Coburg	Harrisburg	Mitchell	Sherwood	
Columbia City	Helix	Molalla	Siletz	
Condon	Heppner	Monmouth	Silverton	
Coos Bay	Hermiston	Monroe	Sisters	
Coquille	Hillsboro	Monument	Sodaville	
Cornelius	Hines	Moro	Spray	
Corvallis	Hood River	Mosier	Springfield	
Cottage Grove	Hubbard	Mt. Angel	St. Helens	
Cove	Huntington	Mt. Vernon	St. Paul	
Creswell	Idanha	Myrtle Creek	Stanfield	
Culver	Imbler	Myrtle Point	Stayton	
Dallas	Independence	Nehalem	Sublimity	
Damascus	Ione	Newberg	Summerville	

Dayton	Irrigon	Newport	Sumpter	
Dayville	Island City	North Bend	Sutherlin	
Depoe Bay	Jacksonville	North Plains	Sweet Home	
Detroit	Jefferson	North Powder	Talent	

**Idaho's Incorporated Cities**

Acequia	Dover	Idaho City	Mountain Home	Shoshone	
Albion	Downey	Idaho Falls	Murray	Soda Springs	
American Falls	Driggs	Island Park	Nampa	Spirit Lake	
Ammon	Eagle	Aberdeen	Donnelly	Horseshoe Bend	Moscow
Arco	Elk City	Juliaetta	New Plymouth	St. Maries	
Ashton	Emmett	Kamahia	Nezperce	Stanley	
Bancroft	Fairfield	Kellogg	Orofino	Star	
Bellevue	Franklin	Ketchum	Parma	Stites	
Boise	Fruitland	Kimberly	Payette	Sugar City	
Bonnars Ferry	Garden City	Kooskia	Pierce	Sun Valley	
Buhl	Garden Valley	Kuna	Pocatello	Tetonia	
Burley	Genesee	Lava Hot Springs	Post Falls	Troy	
Caldwell	Glenns Ferry	Lewiston	Potlatch	Twin Falls	
Cambridge	Gooding	MacKay	Preston	Victor	
Carey	Grandjean	Malad	Priest River	Wallace	
Cascade	Grace	Malta	Rathdrum	Wardner	
Challis	Grangeville	Marsing	Rexburg	Weippe	
Chubbuck	Hailey	McCall	Richfield	Weiser	
Coeur d' Alene	Harrison	McCammom	Rigby	Wendell	
Cottonwood	Hauser	Melba	Riggins	Whitebird	
Council	Hayden	Meridian	Rupert		
Dalton Gardens	Heyburn	Middleton	Salmon		
Dietrich	Hidden Springs	Montpelier	Sandpoint		

This is not a complete list of all Idaho cities, but all other Idaho cities shall be incorporated by this reference.

**Idaho's Counties**

Ada	Bonneville	Custer	Kootenai	Owyhee
Adams	Boundary	Elmore	Latah	Payette
Bannock	Butte	Franklin	Lemhi	Power
Bear Lake	Camas	Fremont	Lewis	Shoshone
Benewah	Canyon	Gem	Lincoln	Teton
Bingham	Caribou	Gooding	Madison	Twin Falls
Blaine	Cassia	Idaho	Minidoka	Valley
Boise	Clark	Jefferson	Nez Perce	Washington
Bonner	Clearwater	Jerome	Oneida	

All other Idaho local government units shall be incorporated by this reference.