# NOTICE OF SOLICITATION

## PUBLIC PROCUREMENT AUTHORITY

RFP NUMBER 1510

#### SOLICITATION FOR: <u>LAW ENFORCEMENT EQUIPMENT</u>

Notice is hereby given sealed proposals will be received by the Public Procurement Authority at the address listed below, until **5:00 PM PST** on March 4, 2015 for **LAW ENFORCEMENT 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 LAW ENFORCEMENT EQUIPMENT RFP #1510

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

#### and marked "RFP NUMBER 1510 FOR LAW ENFORCEMENT EQUIPMENT"

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

#### **INQUIRIES:**

#### PPA <u>LAW ENFORCEMENT EQUIPMENT</u> RFP #1510

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

855-524-4572 or questions@ProcurementAuthority.org

**NOTE:** PUBLIC PROCUREMENT AUTHORITY PUBLISHES ITS NOTICE OF SOLICITATIONS IN THE OREGON DAILY JOURNAL OF COMMERCE AND ONLINE AT <a href="https://www.ProcurementAuthority.org">www.ProcurementAuthority.org</a>,

www.findrfp.com and www.nppgov.com

REQUESTS FOR PROPOSALS (RFP's) ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING ONLINE AT <a href="https://www.ProcurementAuthority.org">www.ProcurementAuthority.org</a>, www.findrfp.com and www.nppgov.com

# PUBLIC PROCUREMENT AUTHORITY LAW ENFORCEMENT EQUIPMENT REQUEST FOR PROPOSAL

**RFP NUMBER 1510** 

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# **IMPORTANT**

### PLEASE READ BEFORE SUBMITTING YOUR PROPOSAL

SOLICITATIONS FOR: <u>LAW ENFORCEMENT EQUIPMENT</u>

#### 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. PPA, in association with National Purchasing Partners, LLC dba NPPGov (hereinafter referred to as "NPPGov") 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 comprise a cooperative procurement group. This procurement group is soliciting proposals from qualified companies (hereinafter referred to as "Vendor") to enter into a Master Price Agreement for LAW ENFORCEMENT EQUIPMENT.

The intent of this Interstate Cooperative Procurement Solicitation (Solicitation) is to invite Proposers to submit a competitive pricing proposal offering LAW ENFORCEMENT EQUIPMENT to PPA, which will then be made available to NPPGov 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") of products and/or services in order that NPPGov, 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 NPPGov members within the state of Oregon, successful Proposer(s) should have a strong national presence for LAW ENFORCEMENT 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 to create publicly awarded contracts for use by it members, which may also benefit the thousands of fellow members of NPPGov, 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 NPPGov, 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 NPPGov purchasing program, benefits both its participating agencies and successful proposers. NPPGov 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 NPPGov 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 NPPGov 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 work directly with the Participating Agencies concerning the placement of orders, disputes, invoicing and payment. The Public Procurement Authority and NPPGov 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 NPPGov, FireRescue GPO and Public Safety GPO provide vendor exposure and marketing support for the successful Proposer's products and services. Successful Proposers servicing the awarded contract to NPPGov members shall pay a Contract Administration Fee representing 1% percent of actual net sales under the Master Price Agreement as established in the NPPGov Vendor Administration Agreement (available upon request). A portion of the 1% fee is paid to the Western Fire Chiefs association pursuant to agreements with NPPGov, 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, compliance with local laws, and the Participating Agencies nationwide.

Proposers shall be able to serve the needs of the NPPGov 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 NPPGov, 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 NPPGov

NPPGov, owned by two healthcare organizations, provides group purchasing opportunities and purchasing administrative support for governmental entities and nonprofit institutions within its membership. NPPGov'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 <a href="https://www.OregonRehabilitation.org/qrf">www.OregonRehabilitation.org/qrf</a> 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 NPPGov pursuant to the reporting requirements identified in the NPPGov 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 NPPGov pricing to member government agencies nationwide, including the opportunity for NPPGov 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 LAW ENFORCEMENT 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, additional admin fee, etc.)

#### 2.3 PRICING:

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

If proposers are responding with option "B", proposers may request price increases based on manufacturer costs, cost of labor and/or materials that must be supported by appropriate documentation. If PPA agrees to the price modification, PPA may approve in writing, including electronic mail, without the need for a written amendment to the Master Price Agreement.

- 2.3.2 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. Proposer may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting 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 three (3) year period. The Master Price Agreement may be extended up to a maximum of three (3), one (1) year periods.

#### 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 <u>Indemnification</u>

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

#### 3.3.2 <u>Insurance Requirements</u>.

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 <u>Commercial General Liability</u>. 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 <u>Automobile Liability</u>. Proposer(s) shall maintain Automobile Liability Insurance and, if necessary, <u>Commercial Umbrella Insurance</u>. 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: January 14, 2015, January 19, 2015

#### 4.1.2 Question and answer period

The PPA will post questions and answers concerning this Solicitation no later than 14 days prior to the proposal due date. All questions shall be submitted in writing via email to questions@ProcurementAuthority.org. The Public Procurement Authority reserves the right to accept and answer questions after the question and answer period has expired.

#### 4.1.3 <u>Submission of proposals</u>

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 Arnold, 25030 SW Parkway Avenue, Suite 330, Wilsonville, OR 97070 or questions@ProcurementAuthority.org. All questions and answers will be posted with the original solicitation on the Public Procurement Authority website at www.ProcurementAuthority.org.

Deadline for submission of proposals is <u>5:00 PM PST</u>, on <u>March4, 2015</u>. Heidi Arnold must receive all proposals before <u>5:00 PM PST</u> on the above date in the office of the Public Procurement Authority, c/o Heidi Arnold, 25030 SW Parkway Avenue, Suite 330, Wilsonville, OR 97070.

<u>Approximate opening date: 9:00 AM PST on March 5, 2015</u> at the office of the Public Procurement Authority, c/o Heidi Arnold, 25030 SW Parkway Avenue, Suite 330, Wilsonville, OR 97070. <u>Proposal selection and negotiation: March 5, 2015 to April 15, 2015.</u>

#### Approximate award date: April 15, 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 Arnold 25030 SW Parkway Ave. Suite 330 Wilsonville, OR 97070

All inquiries concerning information herein shall be addressed to:

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

Administrative telephone inquiries shall be addressed to:

Heidi Arnold, 855-524-4572 **Email inquiries shall be addressed to:** 

questions@ProcurementAuthority.org

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

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 Arnold 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 NPPGov 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. Each electronic copy is to be submitted on USB flash drives 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 #1510: LAW ENFORCEMENT EQUIPMENT Public Procurement Authority c/o Heidi Arnold 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 1510." Exceptions not listed under the heading, "Exception to the Solicitation, RFP Number 1510." 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 1510
- 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 USB flash drive.

#### 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 (within each category) 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:                                  |  |
| Proposer is a resident bidder of the state o |  |
| 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 dba NPPGov(hereinafter referred to as "NPPGov"), 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, NPPGov provides group purchasing, marketing and administrative support for governmental entities. NPPGov's marketing and administrative services are free to its membership, which includes participating public entities and nonprofit institutions throughout North America.

WHEREAS, NPPGov 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 NPPGov 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 NPPGov. Copies of Master Price Agreements and any amendments thereto made available by the Public Procurement Authority will be provided to Participating Agencies and NPPGov 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:  |       |

# <u>SAMPLE – DO NOT SIGN</u>

# 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 enclose intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreement 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 NPPGov.  |
|---|
| 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 NPPGov shall be heliable 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 authorize o sign this Participating Agency Endorsement and Authorization.  |
| SAMPLE – DO NOT SIGN  |
| Date:   |
| TS:   |
| Participating Agency Contact Information:   |
| Contact Person:Address:   |
| Felephone 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 NPPGov 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. If proposed products/services are new to market, please use most similar business references available. 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 NPPGov 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]  |
|  |
| 2.2.7 Proposer acknowledges compliance with Davis Bacon wage requirements where labor is concerned by indicating "yes" or "no" 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 Third party and/or subcontracting may be allowed. If applicable, detail the sub-contracting process (ordering, shipment, invoicing, billing) for those products not carried in Proposer's distribution center. Alternatively, if proposer utilizes a third party ordering, shipment, invoicing or billing partner, please describe in detail. [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 respo  | nse in box belo  | ow]   |                  |                   |                   |                | <b> </b>    |
|---|------------------|---|------------------|-------------------|-------------------|----------------|-------------|
|   |                  |   |                  |                   |                   |                |             |
| 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]    |                   |                   |                | ļ           |
|   |                  |   |                  |                   |                   |                |             |
|   |                  |   |                  |                   |                   |                | İ           |
|   |                  | ontact (POC) w<br>curement Autho            |                  | ster, coordinate  | e, and manage     | this program   | with NPPGov |
| Contact Per   |                  |   | Title            | :                 |                   |                |             |
| Mailing Add   | lress:           |   |                  |                   |                   |                |             |
| City:   |                  |   | State            | e & Zip:          |                   |                |             |
| Email Addr  | ess:             |   |                  | ,                 |                   |                |             |
| Phone #:  | cent recume of   | National Accou                              | Fax #            |                   | OC managing t     | his contract   |             |
| Attach curi   | ent resume of    | National Accou                              | int Manager the  | at will be the r  | oc managing u     | ilis contract. | l           |
|   |                  | PORT SERVIC                                 |                  |                   | . d., ( . ) d /   |                |             |
|   |                  | arding each of the pleteness. [Ins          |                  | 1 1               | oduct(s) and/or s | service(s):    | 1           |
| 6.1 Auditing  | g for order com  | ipieteness. [ins                            | ert response in  | l box below]      |                   |                |             |
| 6.2 Replace   | ment policy (i.e | e., damaged or o                            | defective goods  | ). [Insert resp   | onse in box bel   | low]           |             |
| •   | 1 5              | ,   | <u> </u>         | , <u> </u>        |                   |                | J           |
| 6.3 Minimus<br>below]   | m order requir   | ement (e.g., Ind                            | lividual item vs | . case lot). [Ins | sert response i   | n box          |             |
|   |                  |   |                  |                   |                   |                |             |
|   |                  | s/days of opera                             |                  |                   |                   | T .            |             |
| Monday:   | Tuesday:         | Wednesday:                                  | Thursday:        | Friday:           | Saturday:         | Sunday:        |             |
| 6.5 Special (   | Orders. [Insert  | response in bo                              | x below]         | L                 |                   |                |             |
|   |                  | 1   |                  |                   |                   |                | ĺ           |
| 6.6 Post sale   | e services issue | es. [Insert respo                           | onse in box bel  | ow]               |                   |                |             |
|   |                  |   |                  |                   |                   |                |             |
| applicable, a   |                  | ing repair warr<br>ory repair facili<br>ow] |                  |                   |                   |                |             |
| 6.8 Technical support services Proposer provides. [Insert response in box below]              |                  |   |                  |                   |                   |                |             |
| 6.8 Technica  | al support serv  | vices Proposer p                            | provides. [Inse  | rt response in l  | oox below]        |                |             |
| (0 D ) :  | and articles     | -1: FT ·                                    |                  | L -1 7            |                   |                |             |
| 6.9 Product   | substitution p   | olicy. [Insert re                           | esponse in box   | pelow]            |                   |                |             |
| C10 II  | . 1 .            |   | 1. 1.1.5 **      |                   | . 1 1 1 7         |                |             |
| 6.10 Identif  | y trade-in prog  | gram criteria (if                           | applicable). [l  | nsert response    | in box below]     |                | 1           |
| 611 Afterb  | ours corrige G   | ncluding weeke                              | ands and halida  | uc) [Incort rec   | nonco in hove     | holow]         |             |
| Monday:   | Tuesday:         | Wednesday:                                  | Thursday:        | Friday:           | Saturday:         | Sunday:        |             |
| 1-1011day1  | racouay.         | cancouay.                                   | marsaay.         | TITALLY!          | Satar ady.        | Januay.        |             |

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

# LAW ENFORCEMENT EQUIPMENT RETAIL, DISTRIBUTION AND SERVICE/SUPPORT LOCATIONS

|                | Number of retail<br>stores in each state?<br>(leave blank for<br>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 NPPGov, 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

#### LAW ENFORCEMENT EQUIPMENT

The intent of this RFP is to create a response for a broad base of law enforcement related equipment and accessories. Several categories and sub-categories are included below but are in no means intended to limit the proposer to responding to just these categories if there are other related equipment and items that the proposer would like to be considered for the award. Additionally, a proposer is not required to respond to all categories and may respond to only some or one category.

Law Enforcement Equipment including but not limited to:

- A) Equipment
  - a. Body Armor
    - i. Wearable body armor and body armor systems (including ballistic helmets) designed to meet U.S. National Institute of Justice (NIJ) Ballistic Resistance of Body Armor standard 0101.06 Types IIA, II, IIIA, III and IV.
  - b. Protective Gear
    - i. Gloves, eye protection, hearing protection, riot gear, shields, body pads, related accessories, etc.
  - c. Restraints
    - i. Straps, handcuffs, leg irons, related accessories, etc.
  - d. Less Lethal Equipment
    - i. Defense sprays, munitions, batons, stun guns, tasers, related accessories, etc.
  - e. Surveillance Equipment
    - i. Surveillance cameras, binoculars, night vision, thermal imagers, tactical (pole, under the door, through the wall), scopes, tripods, mounts, related accessories, etc.
  - f. Bike Patrol Equipment
    - i. Patrol bikes, bags, parts, covers, headwear, saddles, cases, racks, mounts, helmets, lights, related accessories, etc.
  - g. Investigations and Evidence Equipment
    - i. Drug and alcohol tests, forensic equipment, evidence collection and storage, police tape, scene lighting, breathalyzers, related accessories, etc.
  - h. Tactical Equipment
    - i. Entry tools, ballistic shields/ballistic blankets, flashlights, rope, rigging, rappelling/ climbing gear, related accessories, etc.
  - i. Communications Equipment
    - i. Radios, GPS devices, megaphones, earpieces, headphones, microphones, headsets, related accessories, etc.
  - j. Traffic Safety and Control
    - i. Cones, hi-viz equipment, flares, barrier tape, traffic vests, gloves, traffic flashlights, measuring wheels, beacons, spike strips, wheel immobilizers, related accessories, etc.
  - k. Training and Safety Equipment
    - i. Weapon replicas, training weapons, training handcuffs, training bags, field guides, related accessories, etc.

- 1. Vehicle Equipment
  - i. Speakers, sirens, flashers, mounts, lights, bumpers, handheld radar, locks, gun racks, partitions, trays, video systems, related accessories, etc.
- B) Uniforms and Accessories
  - a. Duty gear
    - i. Duty belts, pouches, holsters, boots, shoes, related accessories, etc.
  - b. Uniforms
  - c. Badges and Identification
    - i. Emblems, insignias, name strips, badge holders, nametags, wallets, buttons, pins, ID holders, related accessories, etc.
  - d. Concealment and plainclothes gear
  - e. Eyewear
  - f. Bags
- C) Weapons and Ammunition
  - a. Firearms
  - b. Firearm accessories
    - i. Racks, safes, related accessories, etc.
  - c. Ammunition and Training Ammunition
  - d. Shooting Range Gear
    - i. Hearing protectors, shooting glasses, targets, earplugs, magazine loaders, related accessories, etc.
  - e. Knives
  - f. Tools
    - i. Wedges, entry tools, saws, bolt cutters, related accessories, etc.
- D) Other
  - a. Other law enforcement equipment, related equipment and accessories not included in other categories.

# ATTACHMENT D LAW ENFORCEMENT EQUIPMENT 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.

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)
- Firm fixed price with economic adjustment (contingencies for economic price adjustments must be identified in the proposal)
- 3) A combination of the above.

#### **EXAMPLE**

| LAW ENFORCEMENT EQUIPMENT PRICING SCHEDULE       |                           |  |  |  |
|--|---------------------------|--|--|--|
| Product Category                                 | Percentage (%) off        |  |  |  |
|  | List Price*               |  |  |  |
|  | (OR fixed price if % off  |  |  |  |
|  | pricing is not available) |  |  |  |
| Equipment  |                           |  |  |  |
| - Body Armor                                     |                           |  |  |  |
| - Protective Gear                                |                           |  |  |  |
| <ul> <li>Handcuffs and Restraints</li> </ul>     |                           |  |  |  |
| - Less Lethal Equipment                          |                           |  |  |  |
| - Surveillance Equipment                         |                           |  |  |  |
| - Bike Patrol Equipment                          |                           |  |  |  |
| - Investigations and Evidence Equipment          |                           |  |  |  |
| - Tactical Equipment                             |                           |  |  |  |
| - Communications, Radios, and GPS                |                           |  |  |  |
| - Traffic Safety and Control Equipment           |                           |  |  |  |
| - Training and Safety Equipment                  |                           |  |  |  |
| - Vehicle Equipment                              |                           |  |  |  |
| Uniforms and Accessories                         |                           |  |  |  |
| - Duty Gear                                      |                           |  |  |  |
| - Uniforms                                       |                           |  |  |  |
| - Badges and ID Cards                            |                           |  |  |  |
| <ul> <li>Concealment and plainclothes</li> </ul> |                           |  |  |  |
| - Eyewear  |                           |  |  |  |
| - Bags   |                           |  |  |  |
| Weapons and Ammunition                           |                           |  |  |  |

| _     | Firearms            |
|-------|---------------------|
| -     | Firearm accessories |
| -     | Ammunition          |
| -     | Shooting Range Gear |
| -     | Knives              |
| -     | Tools               |
| Other |                     |
| produ | ict category name   |

<sup>\*</sup> Identify source of list price and publication date or expiration date.

## 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              |       |          |
|                                  |       |          |
| Deemed Fully Responsive          | YES   | NO       |
|                                  |       |          |
| Categorized as Local or National | 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

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

| Marketing: The                        |     | Comments          |
|---------------------------------------|-----|-------------------|
| Proposer's                            |     | Comments          |
| marketing plan to                     | 15  |                   |
| promote the                           |     |                   |
| resulting contractual                 |     |                   |
| agreement and                         |     |                   |
| ability to incorporate                |     |                   |
| use of agreement in                   |     |                   |
| their sales system throughout         |     |                   |
| indicated coverage                    |     |                   |
| region.                               |     |                   |
| 1.59.5                                |     |                   |
| Customer Service:                     |     | Comments:         |
| Support dedicated                     |     |                   |
| to Lead Contracting                   | 15  |                   |
| and Participating                     |     |                   |
| Agencies. Ability to conduct e-       |     |                   |
| commerce and                          |     |                   |
| meet promised                         |     |                   |
| delivery timelines.                   |     |                   |
| Additional services                   |     |                   |
| offered.                              |     |                   |
| 0 11 111                              |     |                   |
| Coverage: Ability to provide products |     | Comments:         |
| and services for                      | 10  |                   |
| indicated coverage                    | 10  |                   |
| region including                      |     |                   |
| distribution, retail &                |     |                   |
| service facilities and                |     |                   |
| staff availability.                   |     |                   |
| *Note Exhibit 1 from PPW              |     |                   |
| Proven Experience                     |     | Comments:         |
| & References:                         |     | Commonto.         |
| Proposer's success                    | 10  |                   |
| in providing                          |     |                   |
| products and                          |     |                   |
| services in a timely                  |     |                   |
| manner including                      |     |                   |
| Past Performance Information (PPI)    |     |                   |
| review.                               |     |                   |
|                                       |     | General Comments: |
| TOTAL                                 | 100 |                   |
|                                       |     |                   |
|                                       |     |                   |

| Name of Evaluator _ |  |
|---------------------|--|
|                     |  |
| Signature           |  |
|                     |  |
| Date                |  |

#### 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 WIPI institutions at prices offered, unless otherwise noted below:                         | łΕ  |
|--|-----|
| DOES NOT agree to sell to WIPHE Institutions.  |     |
| AGREES to sell to WIPHE Institutions at same prices and discounts, with the follow exceptions: (attach additional pages as necessary)  | ing |
| 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
COMMUNITY AND TECHNICAL COLLEGES:
BATES Technical College
PIERCE College

BELLEVUE Community 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

CLOVER PARK Technical College Colleges

COLUMBIA BASIN College

EDMONDS Community College

EVERETT Community College

WENATCHEE Valley College

YAKIMA Valley Community College

WHATCOM Community College

#### Miscellaneous local agencies within Washington State\*

ADAMS COUNTY BENTON COUNTY PUD

PUYALLUP SCHOOL DIST 3 BENTON FRANKLIN COUNTY

KITSAP COUNTY

BENTON FRANKLIN PRIVTE INDUST CNCL

FIFE SCHOOL DIST 417

BENTON PORT OF

RIVERVIEW SCHOOL DIST 407 BETHEL SCHOOL DISTRICT 403

GONZAGA UNIVERSITY

BIG BROTHERS BIG SISTERS OF KING CO

PLANNED PARENTHOOD OF WESTERN BIRCH BAY WATER & SEWER DISTRICT

WASHINGTON BLANCHET SCHOOL DISTRICT

SNOHOMISH COUNTY BREMERTON KITSAP CO HEALTH DISTRICT

MASON COUNTY BREMERTON PORT OF

FEDERAL WAY SCHOOL DIST

SPOKANE COUNTY

BREMERTON SCHOOL DISTRICT 100

BURLINGTON EDISON SCHOOL DIST 100

ISSAQUAH SCHOOL DIST 411 CANCER RESEARCH AND BOISTATISTICS ADAMS COUNTY FIRE DISTRICT CASCADE BLUE MT FD SHR

ADAMS COUNTY HEALTH DISTRICT

AFFILIATED HEALTH SERVICES

ALDERWOOD WATER DISTRICT

CASCADE IRRIGATION DISTRICT

CASHMERE SCHOOL DISTRICT 222

CATHOLIC COMM SVCS OF KING CO

ANACORTES PORT OF CENTRAL KITSAP SCHOOL DISTRICT 401
ANACORTES SCHOOL DISTRICT 103 CENTRAL WAS COMP MENTAL HEALTH

ANNAPOLIS WATER DISTRICT CENTRALIA SCHOOL DISTRICT 40
ASOTIN COUNTY CHEHALIS SCHOOL DISTRICT 302

AUBURN SCHOOL DISTRICT 408 CHELAN COUNTY

BAINBRIDGE IS SCHOOL DISTRICT 303 CHELAN COUNTY COMMUNITY HOSPITAL

BAINBRIDGE ISLAND FIRE DEPARTMENT CHELAN COUNTY FIRE DISTRICT

BAINBRIDGE ISLAND PARKS CHELAN COUNTY PUD 1

BATTLE GROUND SCHOOL DISTRICT 119 CHELAN DOUGLAS COUNTY HEALTH DIST

BELLEVUE SCHOOL DISTRICT 405 CHENEY CARE CENTER

BELLINGHAM PORT OF CHILD CARE RESOURCE & REFERRAL BELLINGHAM SCHOOL DISTRICT 501 CHILDRENS THERAPY CENTER

BENTON COUNTY CHILDRENS THERAPY CENTER

CHILDRENS THERAPY CENTER

CHIMACUM SCHOOL DISTRICT 49

BENTON COUNTY FIRE DISTRICT 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 PUBLICE 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

KINGSTON PORT OF

KING COUNTY HOUSING AUTHORITY

KING COUNTY LIBRARY KING COUNTY WATER SEWER

KITSAP COUNTY FIRE & RESCUE KITSAP COUNTY LIBRARY KITSAP COUNTY PUD 1 KITTITAS COUNTY

KITTITAS COUNTY PUD

KITTITAS 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 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

WAHKIAKUM 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

<sup>\*</sup>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             | Wallowa      |
| 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                  | Scappouse           | Wood Village |
| Canyonville          | Grants Pass  | Medford                      | Scio                | Woodburn     |
| Carlton              | Grass Valley | Merrill                      | Scott Mills         | Yachats      |
| Carton Cascade Locks | Greenhorn    |                              | Seaside Seaside     | Yamhill      |
|                      |              | Metolius                     |                     | Yoncalla     |
| Cave Junction        | Gresham      | Mill City                    | Seneca              | Y oncalla    |
| Central Point        | Haines       | Millersburg Milton-Freewater | Shady Cove          |              |
| Chiloquin            | Halfway      |                              | Shaniko             |              |
| Clatskanie           | Halsey       | Milwaukie                    | Sheridan            |              |
| Coburg               | Harrisburg   | Mitchell                     | Sherwood            |              |
| Columbia City        | Helix        | Molalla                      | Siletz<br>Silverton |              |
| Condon               | Heppner      | Monmouth                     |                     |              |
| 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           |              |
| Damascas             | 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 | Moscov |
| Arco           | Elk City       | Juliaetta        | New Plymouth  | St. Maries     |        |
| Ashton         | Emmett         | Kamiah           | Nezperce      | Stanley        |        |
| Bancroft       | Fairfield      | Kellogg          | Orofino       | Star           |        |
| Bellevue       | Franklin       | Ketchum          | Parma         | Stites         |        |
| Boise          | Fruitland      | Kimberly         | Payette       | Sugar City     |        |
| Bonners 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        | МасКау           | 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       | McCammon         | 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.