NOTICE OF SOLICITATION

PUBLIC PROCUREMENT AUTHORITY

RFP NUMBER: 1406

SOLICITATION FOR: INSPECTION, TESTING AND MAINTENANCE REPORT SYSTEM FOR FIRE AND LIFE SAFETY COMPLIANCE

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 May 30, 2014 for INSPECTION, TESTING AND MAINTENANCE REPORT SYSTEM FOR FIRE AND LIFE SAFETY COMPLIANCE for the Public Procurement Authority, 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 (Participating Agencies) 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 INSPECTION, TESTING AND MAINTENANCE REPORT SYSTEM FOR FIRE AND LIFE SAFETY COMPLIANCE RFP # 1406

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

and marked "RFP NUMBER 1406 FOR INSPECTION, TESTING AND MAINTENANCE REPORT SYSTEM FOR FIRE AND LIFE SAFETY COMPLIANCE"

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

INQUIRIES:

PPA INSPECTION, TESTING AND MAINTENANCE
REPORT SYSTEM FOR FIRE AND LIFE SAFETY COMPLIANCE RFP #1406
Public Procurement Authority
c/o Heidi Chames
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 **www.ProcurementAuthority.org** and **www.findrfp.com**

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

PUBLIC PROCUREMENT AUTHORITY INSPECTION, TESTING AND MAINTENANCE REPORT SYSTEM FOR FIRE AND LIFE SAFETY

REQUEST FOR PROPOSAL

COMPLIANCE

RFP NUMBER 1406

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IMPORTANT

PLEASE READ BEFORE SUBMITTING YOUR PROPOSAL

SOLICITATIONS FOR: INSPECTION, TESTING AND MAINTENANCE REPORT SYSTEM FOR FIRE AND LIFE SAFETY COMPLIANCE

1.0 INTENT:

1.1 GENERAL INTENT. The Public Procurement Authority (PPA) serves as the "Lead Contracting Agency" for this solicitation on behalf of its members, and as authorized by the Public Procurement Authority Intergovernmental Agreement, which is an agreement for intergovernmental cooperation among select local Oregon governments and recognized under ORS Chapter 190, in association with Idaho and Oregon local government units (ATTACHMENT H), and WIPHE members (ATTACHMENT G), as well as participating agencies in all other states, as authorized under the terms of the Intergovernmental Cooperative Purchasing Agreement executed by PPA and all Participating Agencies that wish to purchase from the resulting Master Price Agreement, and is soliciting proposals from qualified companies (hereinafter referred to as "Vendor") to enter into a Master Price Agreement for INSPECTION, TESTING AND MAINTENANCE REPORT SYSTEM FOR FIRE AND LIFE SAFETY COMPLIANCE.

The intent of this Interstate Cooperative Procurement Solicitation (Solicitation) is to invite Proposers active in the retail and wholesale of INSPECTION, TESTING AND MAINTENANCE REPORT SYSTEM FOR FIRE AND LIFE SAFETY COMPLIANCE to submit a competitive pricing proposal offering INSPECTION, TESTING AND MAINTENANCE REPORT SYSTEM FOR FIRE AND LIFE SAFETY COMPLIANCE to PPA, which will then be made available to Participating Agencies nationwide upon completion of an Intergovernmental Cooperative Purchasing Agreement with PPA; 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.

With the exception of successful local Proposer(s) capable of servicing PPA within the State of Oregon, successful Proposer(s) should have a strong national presence for INSPECTION, TESTING AND MAINTENANCE REPORT SYSTEM FOR FIRE AND LIFE SAFETY COMPLIANCE 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 REQUIREMENTS. Solicitation is subject to the Public Procurement Authority's General Conditions & Instructions to Proposer(s), if any, and the following requirements:
 - A. This RFP and resulting Master Price Agreement is anticipated for use by the Public Procurement Authority's government members as well as other eligible Participating Agencies across the nation. The Public Procurement Authority will enter into an Intergovernmental (interlocal) Cooperative Purchasing Agreement with other Participating Agencies for the purpose of allowing Participating Agencies to purchase from 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 rebates, incentives, freight and transportation fees, available to other Participating Agencies. The Public Procurement Authority will not incur any direct liability with respect to specifications, delivery, payment, or any other aspect of purchases by such Participating Agencies. A true and correct copy of the Intergovernmental Cooperative Purchasing Agreement is attached hereto as "ATTACHMENT A".

The successful Proposer must deal directly with the Participating Agencies concerning the placement of orders, disputes, invoicing and payment. The Public Procurement Authority 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.

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

1.4 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 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.

1.5 EQUAL OPPORTUNITY

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

Oregon Public Agencies are prohibited from use of products and services offered under this contract that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List pursuant to ORS 279.835-.855. Please see www.OregonRehabilitation.org/qrf 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 PROPOSERS MUST COMPLETE "ATTACHMENT B" – PROPOSER PROFILE WORKBOOK".

2.2 PRODUCTS AND SERVICES:

- 2.2.1 Provide a description of the INSPECTION, TESTING AND MAINTENANCE REPORT SYSTEM FOR FIRE AND LIFE SAFETY COMPLIANCE system offered as set forth in ATTACHMENT C.
- 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
- 2.3 PRICING: Proposer shall list pricing in ATTACHMENT D.
 - 2.3.1 Prices for items listed in the PRICING SCHEDULE ("ATTACHMENT D") shall remain firm for a period of one (1) year. Thereafter any requests for reasonable price increases must be submitted at least thirty (30) days prior to the Master Price Agreement anniversary date. Proposers may request price increases based on manufacturer costs, cost of labor and/or materials which must be supported by appropriate documentation. If PPA agrees to the price increase, the parties shall execute a written amendment to the Master Price Agreement.
 - 2.3.2 Permanent or temporary price reductions or discount-increases may be offered at any time during the contract period.
 - 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.

2.4 TAX:

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

3.0 SPECIAL TERMS & CONDITIONS:

3.1 MASTER PRICE AGREEMENT TERM:

As a result of this Solicitation the successful Proposer(s) shall be awarded a Master Price Agreement for a two (2) year period. Subject to a written agreement signed by the Public Procurement Authority and Successful Proposer, the Master Price Agreement may be extended up to a maximum of https://

3.2 MASTER PRICE AGREEMENT ACCESS PROVISIONS

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

3.3 INDEMNIFICATIONS AND INSURANCE:

3.3.1 Indemnification

The successful Proposer shall indemnify the PPA as specified in the Master Price 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 Sub Proposer(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: April 16, 2014

4.1.2 Question and answer period

The PPA will post questions and answers concerning this Solicitation for a period of seven (7) days after initial publication of the Notice of Solicitation or April 23, 2014, whichever occurs later. 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 seven (7) day 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 Chames, 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>May 30, 2014</u>. Heidi Chames 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 Chames, 25030 SW Parkway Avenue, Suite 330, Wilsonville, OR 97070.

Approximate opening date: 9:00 AM PST on June 2, 2014 at the office of the Public Procurement Authority, c/o Heidi Chames, 25030 SW Parkway Avenue, Suite 330, Wilsonville, OR 97070.

Proposal selection and negotiation: June 2, 2014 to July 1, 2014.

Approximate award date: July 10, 2014.

All responses to this proposal become the property of the Public Procurement Authority and (other than pricing) will be held confidential, to the extent permissible by law. The Public

Procurement Authority will not be held accountable if parties other than the Public Procurement Authority obtain material from proposal responses without the written consent of the Proposer(s).

4.2 REVIEW, INQUIRIES AND NOTICES:

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

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

All inquiries concerning information herein shall be addressed to:

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

Administrative telephone inquiries shall be addressed to:

Heidi Chames, 855-524-4572 Email inquiries shall be addressed to: questions@ProcurementAuthority.org

<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 Chames 25030 SW Parkway Ave. Suite 330 Wilsonville, OR 97070

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

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

4.3 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS:

Proposers are to provide one (2) original hard copies (labeled) and one (1) electronic copy of the complete proposal on a CD. Proposers are to address proposals identified with return address, solicitation number and title in the following manner:

RFP 1406: INSPECTION, TESTING AND MAINTENANCE REPORT SYSTEM FOR FIRE AND LIFE SAFETY COMPLIANCE

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

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

4.4 EXCEPTIONS AND DEVIATIONS TO THE RFP

The Proposer shall identify and list all exceptions taken to all sections of this RFP and list these exceptions, referencing the section (paragraph) where the exception exists and stating the proposed revision. The Proposer shall list these exceptions under the heading, "Exception to the Solicitation, RFP Number 1406." Exceptions not listed under the heading, "Exception to the Solicitation, RFP Number 1406." 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 1406.
- 4.5.7 PRICING SCHEDULE ("ATTACHMENT D").
- 4.5.8 PROPOSER PROFILE WORKBOOK ("ATTACHMENT B").

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) Data Migration 3) Inspection Tracking and reporting 4) Disaster recovery capabilities
- 5) Secure transmission 6) Data entry for contractors 7) Mobile access 8) Past performance

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

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

5.2 RIGHT OF PUBLIC PROCUREMENT AUTHORITY TO AWARD OR REJECT PROPOSALS

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

Proposal. Receipt of an addendum must be acknowledged by signing and returning it with the proposal.

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

5.3 WITHDRAWAL OF PROPOSAL

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

5.4 PROTEST PROCESS

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

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

5.5 NON-ASSIGNMENT

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

5.6 POST AWARD MEETING:

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

5.7 PROPOSAL FINAL CERTIFICATION

The Proposer must certify the following:

- a) I hereby certify that the Proposal contained herein, fully and exactly complies with the instruction for proposers and specifications as they appear in this Notice of Solicitation.
- b) I hereby further certify that I am authorized by the Board of Directors or Corporate Officers of the Corporation to sign the Requests for Proposals and proposals in the name of the corporation listed below:

Proposer Name:		
Signature:		
Name Typed:	Title:	
Proposer is a resident bidder of	f the state of	
Date:	_	

ATTACHMENT A

Intergovernmental Cooperative Purchasing Agreement

This Intergovernmental Agreement (Agreement) is by and between the Lead Contracting Agency ("Public Procurement Authority (PPA)") and participating government entities ("Participating Agencies") 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, PPA has entered into a Master Price Agreement with one or more Vendors to provide goods and services, often based on national sales volume projections;

WHEREAS, the Master Price Agreement provides that Participating Agencies may purchase goods and services on the same terms, conditions and pricing as the PPA, 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 Agreement;

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 PPA 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 PPA or any Participating Agency that desires to purchase from the Master Price Agreement awarded by the PPA.
- 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 "Public Procurement Authority 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 "PPA".

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 PUBLIC PROCUREMENT AUTHORITY 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 DO NOT SIGN

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

	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 th	e general terms and conditions	set forth in the enclosed
Intergovernmental Cooperative Purchasing Ag	_	
and purchase of goods and services that fr		_
Procurement Authority to Participating Agencies		<u> </u>
in the second se	, , , , , , , , , , , , , , , , , , ,	·· J
The undersigned further acknowledge	s that the purchase of goods	and services under the
provisions of the Intergovernmental Cooperative	1	
the Participating Agency and that PPA shall no		
as a result of the actions of the Vendor or any of	-	
Vendor shall deal directly with the Participatin		
invoicing and payment.		, 1
The undersigned affirms that he/she	is an agent of	and is duly
authorized to sign this Participating Agency En	dorsement and Authorization.	·
<u>SAMPLE – DO NOT SIGN</u>		
	Date:	
BY:		
ITS:		
Participating Agency Contact Information:		
Contact Person:		
Address:		
Telephone No.:		
Fmail:		

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).
 - 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? 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 Requested:
 - 1.2.1 If your company produces a public annual report please submit it with your response.
 - 1.2.2 Attach any case studies, white papers and/or testimonials supporting your company and products/services.
 - 1.2.3 Provide at least three references of government agencies within the United States that have purchased products/services from Proposer similar to those specified in this solicitation within the last year. Include:
 - 1.2.3.1.1 Agency name and address
 - 1.2.3.1.2 Contact name, phone and/or email
 - 1.2.3.1.3 Description of products/services sold and date.
 - 1.2.3.1.4 Other information, however learned may be used by PPA in evaluation of the response.

2.0 ABOUT PROPOSER:

- 2.1 Complete Exhibit 1
- 2.2 Complete the following table only answer questions that are applicable to your product.

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]		

	ser's system for processing or [Insert response in box below		of customer contact through	
	pacity of Proposer to meet Mi , which may vary among Parti			
3.0 DISTRIBUTI	ON SYSTEM:			
	tion of products and services I Hawaii if applicable). [Insert			
	r's shipping and delivery polic expedited delivery and return			
products not carried	ail the sub-contracting process in Proposer's distribution cen ss. [Insert response in box bel	ter. The process		
	's backorder policy? Is your p pating Agency to reorder if ite ox below]			
4.0 Proposer poin	t of contact			
Contact Person:		Title:		
Mailing Address:		00.		
City:		State & Zip:		
Email Address: Phone #:		Fax #:		
5.0 CUSTOMER Explain Proposer's police	SUPPORT SERVICES: cy regarding each of the following completeness. [Insert responses.]	ng if applicable t		
5.2 Replacement not	5.2 Replacement policy (i.e., damaged or defective goods). [Insert response in box below]			
J.2 Replacement por	icy (i.e., damaged of defective	goousj. [iiiselt	response in nov nerow]	

5.3 Minimum order requirement (e.g., Individual item vs. case lot). [Insert response in box

below]

5.4 After ho	urs service (inc	cluding weeken	ds and holiday	s) [Insert resp	onse in boxes b	elow]
Monday:	Tuesday:	Wednesday:	Thursday:	Friday:	Saturday:	Sunday:
5.5 Special (Orders. [Insert	response in bo	x below]			
5.6 Post sale	e services issue	s. [Insert respo	onse in box bel	ow]		
applicable, a		ory repair facili		, if any. Propos onor the warrai		
E O Tochnic	al support sorr	icas Dranasar n	rovidos [Inco	rt response in b	yov holovyl	
3.6 Technica	ai support serv	ices Proposer p	novides. [ilise	i t response in t	ox below]	
50 Product	substitution no	olicy. [Insert re	enonco in hov	holowi		
J.7 TTouuct	substitution pe	oncy. [msertre	sponse in box	belowj		
5.10 Identif	v trade-in prog	ram criteria (if	applicable). [[nsert response	in box belowl	
	, p	(
5.11 Custon	ner service hou	rs/days of oper	ration. [Insert	response in box	kes below]	
Monday:	Tuesday:	Wednesday:	Thursday:	Friday:	Saturday:	Sunday:
5.12 Shipme	ent tracking. [I	nsert response	in box below]			
5.13 Back of	rder tracking p	rocess. [Insert	response in bo	x below]		
	-			ees (e.g., restocl	king, shipping,	
turnarouna	time on returns	s). [Insert resp	onse in box bei	.owj		
5.15 Electronic billing. [Insert response in box below]						
5.16 Explain how Proposer will resolve complaints, issues, or challenges. [Insert response in box below]						
5.17 Propos below]	er shall summa	arize its Interne	et ordering cap	ability (if any).	[Insert respon	se in box
5.18 Other s	ervices not alr	eady covered.	[Insert respons	se in box below		

6.0 DELIVERY AND FREIGHT CHARGES:

- 6.1 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]
- 6.2 Identify policy for transfer of product ownership (delivery) and damage/issue resolution.

[Insert response in box below	

Exhibit 1 Locations Spreadsheet

INSPECTION, TESTING AND MAINTENANCE REPORT SYSTEM FOR FIRE AND LIFE SAFETY COMPLIANCE RETAIL, DISTRIBUTION AND SERVICE/SUPPORT LOCATIONS

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

OKLAHOMA		
OREGON		
PENNSYLVANIA		
RHODE ISLAND		
SOUTH CAROLINA		
SOUTH DAKOTA		
TENNESSEE		
TEXAS		
UTAH		
VERMONT		
VIRGINIA		
WASHINGTON		
WEST VIRGINIA		
WISCONSIN		
WYOMING		

THIS FORM MUST BE SIGNED AND RETURNED WITH SOLICITATION RESPONSE

Exhibit 2

Declaration of Non Collusion

The undersigned does hereby declare that there has been no collusion between the undersigned, and the Public Procurement Authority 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

INSPECTION, TESTING AND MAINTENANCE REPORT SYSTEM FOR FIRE AND LIFE SAFETY COMPLIANCE

PPA is seeking a data aggregating, document management and information delivery vehicle for Authority Having Jurisdiction (AHJ), property owner and contractor to ensure compliance with adopted fire codes and administration of fire system testing reports as outlined in the NFPA code for life safety systems. The selected vendor will interact directly with the AHJ and will request, receive, record and maintain testing and compliance data.

The system must be web-based and connect the AHJ, the property owner, and fire protection contractors by delivering fire and life safety notice, inspection, and compliance reports in a streamlined and efficient manner adopted jurisdiction wide.

Life safety system types for which reports may be submitted include but are not limited to:

Fire Alarm Systems
Automatic Sprinkler Systems
Commercial Hood Cleaning
Commercial Hood Suppression System
Standpipe System
Active Smoke Control System
Special Suppression (Clean Agent)
Private Hydrant System
Fire Pump
Emergency Generator
Foam System

Inspection, Testing & Maintenance Reporting Services should include:

- a. Electronic receipt of inspection, testing and maintenance reports for all life-safety systems within jurisdiction, customizable by AHJ;
- b. Assurance that only licensed contractors and inspectors are performing the inspection and service;
- c. Management of all life-safety system testing reports from one dashboard;
- d. Electronic receipt of fire and life safety system impairment notification AHJ will receive an email for any reported system impairment within the jurisdiction;
- e. Continuous system premise profile update tracked and updated by contractor of record;
- f. Record of all contractors working within the AHJ.

Notifications shall include but not be limited to:

- a. Renewal notification Sent to the property for each life-safety system due for service by a licensed contractor;
- b. Overdue notification Sent to the property for each life-safety system overdue for service based on dates automatically tracked within the database;
- c. Deficiency notification –AHJ ability to send notification to the property with the deficiencies automatically embedded into the notification logged by the licensed contractor and approved by the fire prevention official. Deficiencies can be added or removed based on the review by the fire prevention bureau's team.

Reports should include but not be limited to:

- a. Compliance analysis report identify all buildings that have deficiency reports;
- b. Past due premise report- life-safety apparatuses that are past due for inspection & testing;
- c. Premise profile report analysis- entire landscape of installed life-safety systems within the jurisdiction;
- d. Contractor analysis report- track every business that each firm and inspector has serviced;
- e. Inspector license tracking report- Track and analyze this licensing information;
- f. Ability to customize a report;
- g. All reports shall be exportable and printable.

Hosting and security services should include:

- a. Secure transmission and sessions (SSL encrypted);
- b. Network protection (firewalls, 3rd party verification, hacker prevention, verification);
- c. Password protected entry;
- d. Disaster recovery (multiple backups);
- e. Internal and 3rd party testing and assessments;
- f. Security monitoring;
- g. Secure data center;
- h. Unlimited mobile access from any internet connected device;
- i. Continuous, real-time, automatic data backup.

Revenue Model, Customer Service, Data base and Privacy Policies

- a. Vendor shall charge, collect and process all fees;
- b. No fee shall be charged to the AHJ;
- c. Provision of customer and technical support;
- d. Utilization of AHJ's record management system for initial and ongoing database;
- e. Policy on ownership and use of data;
- f. Policy and response to FOIA requests;

ATTACHMENT D PRICING SCHEDULE

Proposer shall list all pricing below:

ATTACHMENT E PROPOSAL EVALUATION FORM

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 Evaluated	Weight	Possible Points (0-5)	Total Points (Weight x PP)	Evaluator's Comments
Pricing	20			Comments:
Data Migration	15			Comments:
Inspection Tracking and Reporting	20			Comments:
Disaster Recovery Capabilities	10			Comments
Secure Transmission	10			Comments:
Data entry for contractors	15			Comments:
Mobile Access	5			Comments:
Proven experience and references	5			Comments:
<u>TOTAL</u>	100			General Comments:

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

	vicing Washington State AGREES to sell items included in this solicitation to WIPHE sat prices offered, unless otherwise noted below:
	OOES NOT agree to sell to WIPHE Institutions.
	AGREES to sell to WIPHE Institutions at same prices and discounts, with the following at tach additional pages as necessary)
	ist state geographic areas or specific institution(s) listed below within the State of in that are EXCLUDED from the contract(s) resulting from this solicitation:
Washingto	n Institutions of Public Higher Education (WIPHE). See list on following page.
If Vendor a	grees to sell to the WIPHE Institutions, a WIPHE Contract number will be assigned and the

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 **HIGHLINE Community College** THE EVERGREEN STATE COLLEGE

LAKE WASHINGTON Technical College UNIVERSITY OF WASHINGTON

LOWER COLUMBIA College WASHINGTON STATE UNIVERSITY

WESTERN WASHINGTON UNIVERSITY **OLYMPIC** College COMMUNITY AND TECHNICAL COLLEGES: PENINSULA College **BATES Technical College** PIERCE College

BELLEVUE Community College RENTON Technical College

BELLINGHAM Technical College SEATTLE CENTRAL Community Colleges

BIG BEND Community College SHORELINE Community College

CASCADE Community College SKAGIT Valley College

CASCADIA College SOUTH PUGET SOUND Community College

CENTRALIA College **SPOKANE Community Colleges**

CLARK College STATE BOARD for Technical & Community

CLOVER PARK Technical College Colleges

WENATCHEE Valley College COLUMBIA BASIN College YAKIMA Valley Community College **EDMONDS Community College** WHATCOM Community College **EVERETT Community College**

Miscellaneous local agencies within Washington State*

ADAMS COUNTY BENTON COUNTY 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 **BREMERTON SCHOOL DISTRICT 100** SPOKANE COUNTY **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 CASCADE IRRIGATION DISTRICT AFFILIATED HEALTH SERVICES **CASHMERE SCHOOL DISTRICT 222** CATHOLIC COMM SVCS OF KING CO

ALDERWOOD WATER DISTRICT

ASOTIN COUNTY

ANACORTES PORT OF CENTRAL KITSAP SCHOOL DISTRICT 401 ANACORTES SCHOOL DISTRICT 103 CENTRAL WAS COMP MENTAL HEALTH ANNAPOLIS WATER DISTRICT CENTRALIA SCHOOL DISTRICT 40

AUBURN SCHOOL DISTRICT 408 CHELAN COUNTY

BAINBRIDGE IS SCHOOL DISTRICT 303 CHELAN COUNTY COMMUNITY HOSPITAL

CHEHALIS SCHOOL DISTRICT 302

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

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

BENTON COUNTY 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

KING COUNTY HOUSING AUTHORITY

KING COUNTY LIBRARY KING COUNTY WATER SEWER

KINGSTON PORT OF

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

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 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

OLYMPIA THURSTON CHAMBER FOUNDS 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

^{*}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
Cascade Locks	Greenhorn	Metolius	Seaside	Yamhill
Cave Junction	Gresham	Mill City	Seneca	Yoncalla
Central Point	Haines	Millersburg	Shady Cove	Toncana
Chiloquin	Halfway	Milton-Freewater	Shaniko	
Clatskanie	Halsey	Milwaukie	Sheridan	
Coburg	Harrisburg	Mitchell	Sherwood	
Columbia City	Helix	Molalla	Siletz	
Condon	Heppner	Monmouth	Silverton	
Coos Bay	Hermiston	Monroe	Sisters	
Coquille	Hillsboro	Monument	Sodaville	
Cornelius	Hines	Moro	Spray	
Corvallis	Hood River	Mosier	Springfield Springfield	
Cottage Grove	Hubbard	Mt. Angel	St. Helens	
Cove	Huntington	Mt. Vernon	St. Paul	
Creswell	Idanha	Myrtle Creek	Stanfield	
Culver	Imbler	Myrtle Point	Stantield	
Dallas	Independence	Nehalem Newberg	Sublimity	
Damascas	Ione	Č	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

Aberdeen	Donnelly	Horseshoe Bend	Moscow	Shelley
Acequia	Dover	Idaho City	Mountain Home	Shoshone
Albion	Downey	Idaho Falls	Murray	Soda Springs
American Falls	Driggs	Island Park	Nampa	Spirit Lake
Ammon	Eagle	Jerome	New Meadows	St. Anthony
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.