

**LEAGUE OF OREGON CITIES**  
**Fire Fighter Personal Protective Equipment Solicitation Synopsis**  
**Solicitation No. 1915**

**Intent**

The League of Oregon Cities (LOC) served as Lead Agency to solicit proposals for Fire Fighter Personal Protective Equipment. LOC works in cooperation with National Purchasing Partners "NPP" and its Government Division dba NPPGov, dba Public Safety GPO and dba Law Enforcement GPO (collectively hereinafter "NPPGov"), to service the LOC and NPPGov membership. The published Request for Proposal (RFP) contained provisions that permitted all members of LOC and NPPGov throughout the nation to "piggy-back" off the resulting Master Price Agreement.

**Determination for issuing RFP vs. Sealed Bid**

LOC has determined that it is advantageous for LOC to procure Fire Fighter Personal Protective Equipment using a secure competitive RFP process evaluated based on "best value" rather than sealed bidding. Sealed bidding limits evaluation of offers solely to compliance with the requirements, provides no opportunity to compare the product and service offerings among the vendors, and uses price as the predominate deciding factor. Such limitations prevent LOC from awarding the most advantageous contract(s) for LOC and its members.

**Procedure**

LOC issued an RFP (1915) on November 12<sup>th</sup>, 2019.

The RFP was published in the Daily Journal of Commerce on November 11<sup>th</sup>, 2019.

The RFP was published in USA Today on November 12<sup>th</sup>, 2019.

The RFP closed on January 24<sup>th</sup>, 2020.

The RFP was awarded on February 21<sup>st</sup>, 2020.

The RFP was posted to the following web sites: [www.nppgov.com](http://www.nppgov.com), [www.orcities.org](http://www.orcities.org) and [www.findrfp.com](http://www.findrfp.com)

The text of the published notice of solicitation is as follows:

**LEAGUE OF OREGON CITIES  
(LOC)  
NOTICE OF SOLICITATION**  
LOC intends to enter into a master price agreement for the procurement of the following products and services to LOC members and available to all members of the national cooperative purchasing program National Purchasing Partners, LLC ("NPPGov").

**Fire Fighting Equipment #1910  
Fire Fighter Personal Protection Equipment (PPE) #1915  
Fire Fighter Self Contained Breathing Apparatus (SCBA) #1920  
Commercial Grade Office, Lounge & Reception Area Furniture #1930  
Responses Due 5:00 pm  
January 24th, 2020**

**Fire Apparatus #1905  
Public Safety Medical Supplies, Equipment & Monitors #1935  
Electrical Products & Lighting Equipment #1925  
Responses Due 5:00 pm February  
11th, 2020**

For information or a copy of the Request for Proposal, contact LOC Procurement Specialist at 503-588-6550, [rfp@orcities.org](mailto:rfp@orcities.org) or download at [www.orcities.org](http://www.orcities.org).  
Published Nov. 11, 2019. 11814361

LOC received a proposal (s) from the following vendor (s):

1. Cascade Fire
2. Curtis
3. LION
4. MES
5. NAFECO
6. Ten-8
7. Veridian

A copy of the log for proposals received is attached hereto.

Proposals were evaluated by LOC based on the criteria contained in the RFP and selected the following successful proposer(s):

1. Cascade Fire
2. Curtis
3. LION
4. MES
5. NAFECO
6. Ten-8
7. Veridian

## Evaluation

The evaluation was based on the following criteria as described in the RFP (weighted):

Component Evaluated	Weight
<p><u>Pricing</u>: Product price and discounts proposed included favorable pricing for cooperative purchasing. Shipping conditions. <i>PPW Section 7.0 and Pricing structure.</i></p>	25
<p><u>Product Line (Score only categories proposed)</u>: Breadth, variety, quality of product line and innovation of products. Warranty availability. <i>PPW Section 9.0.</i></p>	15
<p><u>Marketing</u>: Marketing plan to promote the resulting contractual agreement and ability to incorporate use of agreement in their sales system throughout indicated coverage region. Willingness to allow training of salesforce. <i>PPW Section 4.0.</i></p>	15
<p><u>Customer Service</u>: Support dedicated to Participating Agencies. Ability to meet promised delivery timelines. Additional services offered. Conduct e-commerce. <i>PPW Sub-Sections 2.3 &amp; 2.4 and Section 6.0.</i></p>	15
<p><u>Proven Experience</u>: Success in providing products and services in a timely manner. Years in business, references and reputation. Experience with cooperative purchasing. <i>PPW Sub-Section 1.2.</i></p>	15
<p><u>Coverage</u>: Ability to provide products and services for indicated coverage region including distribution, retail &amp; service facilities, coordination of manufacturer and distribution, and staff availability. Clearly states distribution model and provides dealer list if applicable. <i>PPW Section 3.0 and Exhibit 1.</i></p>	10
<p><u>Conformance</u>: Completeness of proposal and the degree to which the Proposer responded to the terms and all requirements and specifications of the RFP. Followed the response format and content, was clear and easily understood. Provided Term's and Condition's, if applicable. <i>PPW Section 8.0 and 4.5 of RFP.</i></p>	5
<p><b><u>TOTAL</u></b></p>	100

## **Pricing Structure**

**Cascade Fire:** Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

**Curtis:** Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

**LION:** Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

**NAFECO:** Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

**Ten-8:** Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

**Veridian:** Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

## **Additional Information**

National Purchasing Partners  
1100 Olive Way  
Suite #1020  
Seattle, WA 98101

Bruce Busch, Senior VP  
bruce.busch@mynpp.com  
(206) 515-5439  
www.nppgovernment.com



AFFIDAVIT OF PUBLICATION

# DJC



921 S.W. Washington St. Suite 210 / Portland, OR 97205-2810  
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

I, **Michelle Ropp**, being first duly sworn, depose and say that I am a **Principal Clerk** of the **Daily Journal of Commerce**, a newspaper of general circulation in the counties of **CLACKAMAS, MULTNOMAH, and WASHINGTON** as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

**Case Number: NOT PROVIDED**  
**FIRE FIGHTING EQUIPMENT**

**League of Oregon Cities; Bid Location Salem, OR, Marion County;**

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 time(s) in the following issues:

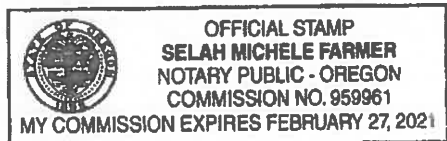
11/11/2019

State of Oregon  
County of Multnomah

SIGNED OR ATTESTED BEFORE ME  
ON THE 11th DAY OF November, 2019

Michelle Ropp

Notary Public-State of Oregon



**LEAGUE OF OREGON CITIES (LOC)**  
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- Fire Fighter Personal Protection Equipment (PPE) #1915
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- Responses Due 5:00 pm January 24th, 2020

- Fire Apparatus #1905
- Public Safety Medical Supplies, Equipment & Monitors #1935
- Electrical Products & Lighting Equipment #1925
- Responses Due 5:00 pm February 11th, 2020

For information or a copy of the Request for Proposal, contact LOC Procurement Specialist at 503-588-6550, [rjp@orcities.org](mailto:rjp@orcities.org) or download at [www.orcities.org](http://www.orcities.org).  
Published Nov. 11, 2019. 11814361

Jeanine Hussak  
League of Oregon Cities  
1201 Court St NE Ste 200  
Salem, OR 97301-4194

Order No.: 11814361  
Client Reference No:

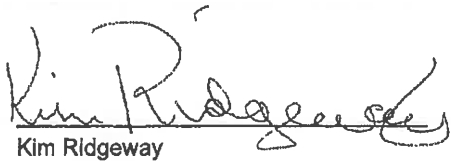
January 13, 2020

To Whom It May Concern:

I am a duly authorized representative of MCA Russell Johns Associates LLC, a company handling the advertising matters for USA Today, a daily newspaper distributed within the United States.

A public notice was placed by Public Procurement Authority and was published in said newspaper within the Marketplace section of the USA Today daily edition on November 12, 2019.

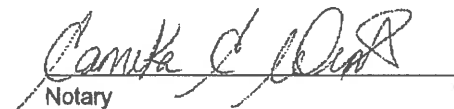
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Kim Ridgeway

Professionals Department Manager

State of Florida  
County of Pinellas

On this 13<sup>th</sup> day of January I attest that the attached document is a true, exact, complete, and unaltered  
tearsheet.

  
Notary

**CAMIKA C. WINTER**  
Notary Public, State of Florida  
My Comm. Expires Apr. 16, 2022  
No. GG 208003

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**NOTICES**

**PUBLIC NOTICE**

**League of Oregon Cities (LOC)**

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**PUBLIC NOTICE**

**Pioneer Electric Cooperative Inc.,**  
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# NOTICE OF SOLICITATION

## LEAGUE OF OREGON CITIES

RFP NUMBER 1915

### SOLICITATION FOR: FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE)

Notice is hereby given that the LEAGUE OF OREGON CITIES will accept sealed proposals for **FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE)** at the address listed below, until **5:00 PM PST** on **JANUARY 24TH, 2020**. Those proposals will be for the LEAGUE OF OREGON CITIES and members of National Purchasing Partners Government Division ("NPPGov") across the nation, including but not limited to governmental units incorporated by "ATTACHMENT H" of the Request for Proposal (RFP), WIPHE members identified in "ATTACHMENT G" of the RFP, as well as government units in all other states (collectively, "Participating Agencies"). Significant sales potential exists because the resulting Master Price Agreement for national proposers will include piggy backing language that permits use of the Master Price Agreement nationwide which may allow Participating Agencies to forego duplicating the formal solicitation process and expend staff resources and funds.

All Proposals must be signed, sealed and addressed to:

**Mailing Address:**

**LOC PUBLIC "FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE) RFP" #1915**  
**LEAGUE OF OREGON CITIES**  
**c/o Procurement Coordinator**  
**1201 Court St. NE**  
**Suite 200**  
**Salem, OR 97301**

All Proposals must clearly state RFP #1915 and Proposing company's full name on the **OUTERMOST** packaging.

**NOTE: THE LEAGUE OF OREGON CITIES WILL NOT ACCEPT PROPOSAL ENVELOPES WITH INSUFFICIENT POSTAGE.**

INQUIRIES:

**LOC "FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE) RFP" #1915**  
**LEAGUE OF OREGON CITIES**  
**c/o Procurement Coordinator**  
**1201 Court St. NE**  
**Suite 200**  
**Salem, OR 97301**

[rfp@orcities.org](mailto:rfp@orcities.org)

The solicitation documents may be reviewed at the office address listed above.

**NOTE: NOTICES OF SOLICITATION WILL BE PUBLISHED IN THE OREGON DAILY JOURNAL OF COMMERCE AND THE USA TODAY.**

## **IMPORTANT**

### **PLEASE READ BEFORE SUBMITTING YOUR PROPOSAL**

#### SOLICITATIONS FOR: **FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE)**

##### **1.0 INTENT:**

###### **1.1 GENERAL INTENT**

The LEAGUE OF OREGON CITIES (“LOC”) serves as the “Lead Contracting Agency” for this solicitation on behalf of its members, and as authorized by the LOC Intergovernmental Agreement, which is an agreement for intergovernmental cooperation among select local Oregon governments and recognized under ORS Chapter 190. LOC, in association with the members of National Purchasing Partners, LLC dba NPPGov (hereinafter referred to as “NPPGov”), comprises a cooperative procurement group. NPPGov membership includes government entities, non-profit organizations across the nation, members of Public Safety GPO, First Responders GPO, and Law Enforcement GPO, Hawaii, and Oregon local government units (ATTACHMENT H), and WIPHE members (ATTACHMENT G), as well as all other 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 (the foregoing list of entities hereinafter referred to as “Participating Agencies”). This procurement group is soliciting proposals from qualified companies (hereinafter referred to as “Proposer”) to enter into a Master Price Agreement for FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE).

The intent of this Interstate Cooperative Procurement Solicitation (hereinafter referred to as “Solicitation” or “RFP”) is to invite Proposers to submit a competitive pricing proposal offering FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE) to LOC, 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 which may allow Participating Agencies to forego duplicating the formal solicitation process and expend staff resources. Preferably, the successful Proposer will provide its entire catalog of products and/or services in order that Participating Agencies 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 LOC and Participating Agencies within the state of Oregon, successful Proposer(s) should have a strong national presence for FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE) for use by government agencies nationwide.

*This Solicitation meets Oregon public contracting requirements (ORS 279A et. seq.) 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 LOC is publishing this RFP to create publicly awarded contracts for use by its members, which may

also benefit the thousands of fellow members of NPPGov, Public Safety GPO, First Responders GPO, and Law Enforcement GPO. These are nationwide programs representing member government agencies in all 50 states. We encourage each Proposer's response to 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 proposal will be incorporated into a nationwide cooperative procurement program including tens of thousands of state, local government and non-profit participants from all 50 states, the LOC believes that contracts created from this Solicitation will provide vendors with a significant market advantage. Members of NPPGov, Public Safety GPO, First Responders GPO, and Law Enforcement 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 LOC 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

1.3.1 The RFP and resulting Master Price Agreement are anticipated for use by the LOC's government members, as well as other Participating Agencies across the nation. The LOC 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 cooperative purchasing agreements allow Participating Agencies to make purchases at the LOC'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 LOC 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. The Intergovernmental Cooperative Purchasing Agreement is incorporated by reference herein and is available upon request — See Attachment A.

The successful Proposer must work directly with the Participating Agencies concerning the placement of orders, disputes, invoicing and payment. The LOC 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, provided said modifications are not material changes. 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, Public Safety GPO, First Responders GPO, and Law Enforcement GPO provide vendor exposure/marketing and contract utilization support for the successful Proposer's products and services. Successful Proposers servicing the awarded contract to Participating Agencies shall pay a Contract Administration Fee representing 2% percent of actual net sales

under the Master Price Agreement as established in the NPPGov Vendor Administration Agreement (available upon request). Administration fee may not be listed or charged as a separate line item to users of the contract. The value of trade-ins or rebates shall not affect the amount of the administration fee paid to NPPGov.

#### 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 LOC may 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 LOC may solicit proposals from local qualified companies with or without a national presence provided that the successful Proposer is able to provide the LOC 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 should be able to serve the needs of Participating Agencies 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 LOC within the state of Oregon.

#### 1.5 CONTRACT USAGE

The actual utilization of any Master Price Agreement will be at the sole discretion of LOC and the other 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

#### 1.6 BACKGROUND OF NPPGov

NPPGov, owned by two non-profit 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 LOC encourages Minority and Women-owned Small Business Proposers to submit proposals.

#### 1.8 QUALIFIED REHABILITATION FACILITIES

*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 ORS 279.855. Please see [www.OregonRehabilitation.org/qrf](http://www.OregonRehabilitation.org/qrf) for more information.*

## 2.0 **SCOPE OF WORK:**

### 2.1 REQUIREMENTS OF PROPOSERS SUBMITTING A RESPONSE:

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

#### 2.1.1 PROPOSER COMMITMENTS

Each Proposer is required to commit to low pricing, and accurate and timely reporting to NPPGov pursuant to the reporting requirements identified in the NPPGov Vendor Administration Agreement (available upon request). 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 FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE) 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. Anticipated future models and related products/services that may be offered during the term of the resulting Master Price Agreement should also be included in Vendor's Proposal.

2.2.2 All products offered must be new, unused and the 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 to access the products, such as retail store availability, expedited delivery intervals, item sourcing, or other unique plans and services.

2.2.4 Additional Benefits: Proposer shall identify any other added value it offers to the LEAGUE OF OREGON CITIES ("LOC") 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 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 LOC and Participating Agencies 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 LOC agrees to the price modification, LOC 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 additional products and services provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. 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. Proposer may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.
- 2.3.3 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.
- 2.3.4 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, and 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) additional one (1) year periods.

3.2 MASTER PRICE AGREEMENT ACCESS PROVISIONS

Utilization of the Master Price Agreement will be at the discretion of the LEAGUE OF OREGON CITIES (“LOC”) and Participating Agencies. The LOC 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:

Indemnification and insurance requirements will vary based on the nature of the RFP. Proposer is responsible for submitting appropriate indemnification and insurance coverage as applicable.

3.3.1 Indemnification

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

3.3.2 Insurance Requirements.

Proposer(s), at Proposer(s)'s own expense, shall purchase and maintain the herein stipulated

minimum insurance from a reputable company or companies duly licensed by the State of Oregon. In lieu of State of Oregon licensing, the stipulated insurance may be purchased from a company or companies that are authorized to do business in the State of Oregon, provided that said insurance companies meet the approval of the LOC.

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

Award of this Solicitation is contingent upon the required insurance policies and/or endorsements identified herein. The LOC shall not be obligated 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 LOC'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 LOC, 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 LOC, its agents, representatives, officers, directors, officials and employees for any claims arising out of Proposer(s)'s work or service.

### 3.3.3 Commercial, automobile and workers' compensation insurance.

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

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

3.3.3.3 Workers' Compensation and Employer's Liability. 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 279B, to include Public Notice by publication in a newspaper of general circulation in the area where the LEAGUE OF OREGON CITIES ("LOC") 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 LOC.

**Solicitation Notice Publication: NOVEMBER 12TH, 2019**

4.1.2 Question and Answer period

The LOC will post questions and answers concerning this Solicitation no later than 10 days prior to the proposal due date. All questions shall be submitted in writing via email to 1915, Contract Manager, at rfp@orcities.org. The LOC reserves the right to accept and answer questions after the question and answer period has expired. All questions and answers will be posted on the LOC website at www.orcities.org.

4.1.3 Submission of Proposals

There will be no mandatory pre-proposal meeting. All questions must be submitted via email as directed above. If necessary, questions can be submitted in writing to LEAGUE OF OREGON CITIES, c/o Procurement Coordinator, 1201 Court St. NE, Suite 200, Salem, OR 97301 or rfp@orcities.org.

Close date: Deadline for submission of proposals is **5:00 PM PST, on JANUARY 24TH, 2020.** The LOC must receive all proposals before **5:00 PM PST** on the above date of closing in the office of the LEAGUE OF OREGON CITIES, c/o Procurement Coordinator, Executive Director, 1201 Court St. NE, Suite 200, Salem, OR 97301.

**Approximate date of opening: 9:00 AM PST on JANUARY 24TH, 2020** at the office of the LEAGUE OF OREGON CITIES, c/o Procurement Coordinator, 1201 Court St. NE, Suite 200, Salem, OR 97301.

**Proposal selection: JANUARY 24TH, 2020 to MARCH 5TH, 2020.**

**Approximate date of award: MARCH 5TH, 2020.**

All responses to this Solicitation become the property of the LOC. Proposers should mark those aspects of the proposal that they consider trade secrets and exempt from public disclosure. The LOC will not be held accountable if parties other than the LOC obtain material from proposal responses without the written consent of the Proposer(s).

4.1.4 Withdrawal of Proposal

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

4.2 REVIEW, INQUIRIES AND NOTICES:

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

**LEAGUE OF OREGON CITIES  
1201 Court St. NE  
Suite 200  
Salem, OR 97301**

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

**LEAGUE OF OREGON CITIES  
c/o Procurement Coordinator  
1201 Court St. NE  
Suite 200  
Salem, OR 97301**

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

**Procurement Coordinator**

**Email inquiries shall be addressed to: [rfp@orcities.org](mailto:rfp@orcities.org)**

**Inquiries are required to be submitted by email to the Administrative Contact listed above.**  
**No oral communication is binding on the LOC.**

**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 a written request for a clarification or interpretation thereof to:

**LEAGUE OF OREGON CITIES**

**c/o Procurement Coordinator**

**1201 Court St. NE**

**Suite 200**

**Salem, OR 97301**

Any request for clarification or interpretation must be received at least ten (10) calendar days prior to the RFP date of closing.

The LOC 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 date of closing by publication on the LOC's web site and NPPGov website.

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 LOC, or the LOC decides to revise any part of this Request for Proposal, addenda will be published and 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.

**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 a USB flash drive with the core response in a file less than 10 MB, when possible. Electronic files may be used by the Evaluation Committee so they should be organized and named in an easy to understand manner. Proposers are to address proposals identified with return address, RFP number and title in the following manner:

**LOC "FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE) RFP"**

**#1915**

**LEAGUE OF OREGON CITIES**

**c/o Procurement Coordinator , Contract Manager**

**1201 Court St. NE**

**Suite 200**

**Salem, OR 97301**

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

days from the RFP date of closing.

#### 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 1915." Exceptions not listed under the heading "Exception to the Solicitation, RFP Number 1915." shall be considered invalid. The LOC reserves the right to reject exceptions, render the proposal non-responsive, enter into negotiation on any of the Proposer exceptions, or accept any or all exceptions.

The Proposer shall detail any and all deviations from specifications, if any, contained in this Solicitation and Attachments, as requested. The LOC may accept or reject deviations, and all LOC 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.
- 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 Solicitation, RFP Number 1915.
- 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.
- 4.5.10 Format Proposal to specifically address each individual sub-section and sub-set of the SCOPE OF WORK (Section 2.0).
- 4.5.11 Signed Addenda, if any.
- 4.5.12 Proposal Final Certification.

## 5.0 EVALUATION AND POST SUBMISSION

### 5.1 EVALUATION OF PROPOSAL – SELECTION FACTORS:

LOC will 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

Evaluation Committee and the LOC. 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) Marketing 4) Customer Service 5) Proven Experience & References 6) Coverage 7) Conformance

At the LOC's discretion, Proposers may be invited to make presentations to the Evaluation Committee. LOC 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 279A.128, Lead Contracting Agency shall give preference to goods fabricated or processed within state or services performed within state.

5.1.1.2 Pursuant to ORS 279A.125, Lead Contracting Agency shall give preference to the procurement of goods manufactured from recycled materials.

5.1.1.3 Pursuant to ORS 279A.120, 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.

5.1.1.4 Lead Contracting Agency shall consider proposals for printing, binding and stationary work in accordance with ORS 282.210, incorporated herein by this reference.

5.1.1.5 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 279A and ORS 279B, including those provisions set forth on "ATTACHMENT F", attached hereto and incorporated herein by this reference.

5.1.1.6 Pursuant to Section 1.7, the Lead Contracting Agency encourages Minority and Women-owned Small Business Proposers to submit proposals.

## 5.2 RIGHT OF LEAGUE OF OREGON CITIES TO AWARD OR REJECT PROPOSALS

5.2.1 The Request for Proposal does not commit the LOC to award a Master Price Agreement for the products or services specified within the Request for Proposal document. The LOC may cancel the procurement or reject any or all proposals in accordance with ORS 279B.100. Under no circumstance will the LOC pay the costs incurred in the preparation of a response to this request.

5.2.2 The LOC reserves the right to:

5.2.2.1 Accept or reject any or all proposals and proposal terms and conditions received as a result of the Request for Proposals;

5.2.2.2 Accept a proposal and subsequent offers for a Master Price Agreement from proposer(s) other than the lowest cost proposer;

5.2.2.3 Waive or modify any irregularities in proposals received after prior notification to the Proposer(s).

5.2.3 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 PROTEST PROCESS

A prospective Proposer may protest the procurement process of the Solicitation for an Agreement solicited under ORS 279B. Before seeking judicial review, a prospective Proposer must file a written protest with the LOC and exhaust all administrative remedies. Written protests must be delivered to the LOC at 1201 Court St. NE, Suite 200, Salem, OR 97301 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 LOC shall consider the protest if it is timely filed and meets the conditions set forth in ORS 279B.405. The LOC shall respond pursuant to ORS 279B.405. If the LOC upholds the protest, in whole or in part, the LOC may in its sole discretion either issue an Addendum reflecting its disposition or cancel the procurement or solicitation. The LOC 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 279B.410 are satisfied. Judicial review of the protest and the LOC's decision shall be governed by ORS 279B.415.

5.4 NON-ASSIGNMENT

If a Master Price Agreement is awarded, Proposer shall not assign the Agreement in part or in total.

5.5 POST AWARD MEETING:

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

5.6 PROPOSAL FINAL CERTIFICATION

The Proposer must certify the following:

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

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

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

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

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

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

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

## **ATTACHMENT A**

### **INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

(The Intergovernmental Cooperative Purchasing Agreement is not attached hereto, but the current version is available upon request from the Lead Public Agency)

(The Intergovernmental Cooperative Purchasing Agreement is incorporated by reference herein)

## ATTACHMENT B

### Proposer Profile Workbook to be completed by all responders as directed herein (fillable form available upon request)

#### 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. Indicate "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                      No
- ✓ Do you have a national distribution network that will support sales resulting from this RFP?  
Yes                      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                      No
- ✓ Does your company have the ability to provide toll-free telephone/fax access, and an online presence?  
Yes                      No
- ✓ Can you provide a single point of contact (National Account Manager) to interact with the lead agency and NPPGov staff?  
Yes                      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                      No

1.2 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:

Agency name and address  
Contact name, phone and **email**  
Description of products/services sold and date.

LOC may use other information, however learned, in evaluation of the response.

1.3 **OPTIONAL:** If a Dun and Bradstreet Comprehensive Report (or similar) for your company is available, please submit it with your response.

1.4 **OPTIONAL:** Attach any case studies, white papers and/or testimonials supporting your company and products/services.

**2.0 ABOUT PROPOSER:**

2.1 State of incorporation:	
2.2 Federal Tax Identification Number:	
2.3 If applicable to the product(s) and/or service(s), describe the Proposer's ability to conduct E-commerce or online ordering. [Insert response in box below]	
2.4 Describe Proposer's system for processing orders from point of customer contact through delivery and billing. [Insert response in box below]	
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 LOC. [Insert response in box below]	
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]	
2.7 Proposer acknowledges compliance with Davis Bacon wage requirements where labor is concerned by indicating "yes" or "no" below.	
2.8 By submitting a Proposal in response to this RFP, Proposer agrees, if applicable, to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq. Indicate "yes" or "no" below.	
2.9 Complete Exhibit 1, located at the end of this workbook.	

**3.0 DISTRIBUTION SYSTEM:**

3.1 Describe distribution of products and/or services available in Proposer's response through Proposer's distribution system (including Alaska and Hawaii), including any limitations. [Insert response in box below]
3.1.A Is it your intent to offer the proposed products and/or services through a designated distribution/dealer network, indicate "yes" or "no" below?

YES <input type="checkbox"/>	NO <input type="checkbox"/>
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]	
3.4 What is Proposer's backorder policy? Is your policy to classify as "immediate or cancel" (requiring the Participating Agency to reorder if item is backordered) or "good until cancelled"? [Insert response in box below]	
3.5 Indicate whether the Proposer has any dealer or distributors that are authorized to fulfil purchases? Yes                      No                      [Circle one]	
3.6 If answered yes to 3.5, include a copy of or link to authorized dealers or distributors.	

**4.0      MARKETING:**

4.1 Outline Proposer's plan for marketing the Products and Services to the Participating Agencies on a local and national basis. Include any marketing incentives such as committed dollars for advertising, conferences/travel and custom marketing materials. [May attach marketing plan or insert response in box below]
4.2 Explain how Proposer will educate its local and national sales force about the use of the Master Price Agreement. [Insert response in box below]
4.3 Indicate the Proposer's willingness to allow training to its local and national sales force about the

use of the Master Price Agreement. [Insert response in box below]

**5.0 POINT OF CONTACT:**

**Proposer POC who will administer, coordinate, and manage this program with NPPGov and the LEAGUE OF OREGON CITIES:**

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

**6.0 CUSTOMER SUPPORT SERVICES:**

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

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

6.9 Product substitution policy. [Insert response in box below]						
6.10 Identify trade-in program criteria (if applicable). [Insert response in box below]						
6.11. After hours service (including weekends and holidays) [Insert response in boxes below]						
Monday:	Tuesday:	Wednesday:	Thursday:	Friday:	Saturday:	Sunday:
6.12 Shipment tracking. [Insert response in box below]						
6.13 Back order tracking process. [Insert response in box below]						
6.14 Return Item process, including any/all associated fees (e.g., restocking, shipping, turnaround time on returns). [Insert response in box below]						
6.15 Electronic billing. [Insert response in box below]						
6.16 Explain how Proposer will resolve complaints, issues, or challenges. [Insert response in box below]						
6.17 Other services not already covered. [Insert response in box below]						

**7.0 DELIVERY AND FREIGHT CHARGES:**

7.1 Identify delivery and/or shipping costs or provide a shipping rate schedule based on weight, item, and/or destination for all items ordered 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]

**8.0 VENDOR TERMS AND CONDITIONS.**

8.1 Does Proposer require that customers/Participating Agencies agree to standard terms and conditions related to their purchase?      Yes      No      [Circle one]

8.2 If answered yes to 8.1, include a copy of or link to terms and conditions.

**9.0 WARRANTY INFORMATION:**

9.1 Identify warranty options, if applicable. [Insert response in box below]

**Exhibit 1**

**FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE) Coverage**

**RETAIL, DISTRIBUTION AND SERVICE/SUPPORT LOCATIONS**

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

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

**THE FORM LISTED BELOW 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 LEAGUE OF OREGON CITIES, and National Purchasing Partners, and in further support of said Declaration, states as follows:

The person, firm, association, co-partnership or corporation herein named has not, either directly or indirectly, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding or solicitation in the preparation and submission of a proposal to the LEAGUE OF OREGON CITIES 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

#### FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE)

These specifications are intended to cover the complete range of FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE). Several 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 products and services that Proposer would like to be considered for the award. Proposers should respond with pricing for all products and services they wish to be considered in the evaluation for a possible award and master price agreement.

The following categories are provided to indicate the intended extent of the RFP but do not necessarily represent the format of the Proposer's response. Proposers may combine any and all categories and elements in a format that is most appropriate to represent their business in their response.

#### NOTE:

- **Proposers are not required to respond to all categories.** Proposals will only be evaluated based on the categories to which they respond.
- **Requirement Standards (as applicable):**
  - All items of firefighter protective ensembles/turnouts and accessories shall meet all applicable NFPA standards, current edition at time of manufacture including NFPA 1851, 1855, 1951, 1971, 1975, 1976, 1977 and 1999 as well as applicable Federal OSHA standards including CFR 1910 Subpart L and 29CFR Part 1910.1030. All items shall include applicable NFPA certification stamp/label, and garment labeling and identification.
  - All stitching shall meet all current applicable NFPA requirements. All thread shall be Nomex or equal for fire and heat retardant. No raw edges shall exist on any fabric.
  - At least one heat-sealed label (as specified in NFPA 1971) of the material manufacturer shall be stamped on the inside material of each garment.
  - Contract vendor shall offer to provide to Purchaser, or upon Purchaser request, all copies of testing for material(s) used in the manufacturing of the garment(s). Testing shall include, but not be limited to: Thermal Protective Performance (TPP), Total Heat Loss (THL), and Conductive and Compressive Heat Resistance (CCHR). Testing shall indicate compliance with NFPA minimum performance values.
- **Services:**
  - Contract vendor shall supply to Purchaser, if requested, for sizing purposes: sample fire turnouts, sizing charts, and/or other fitting services to ensure proper sizing of turnouts for fire personnel. Contract vendor shall arrange the return shipping or pick up of any supplied sample fire turnouts provided.
  - Purchaser shall be supplied with all specifications and/or information that shall include at a minimum: all materials used in the manufacture of the garments, included options/alterations, life expectancy, warranty information, user guide information, and maintenance and care. This information shall be provided to the Purchaser for review and acceptance. Contract vendor shall

receive Purchaser's approval prior to processing order.

- All merchandise, (i.e. fire protective coats and trousers,) shall be inspected before acceptance by an authorized Purchaser representative for workmanship, appearance, proper function of all components, and conformance to these or Purchaser requested specifications. Should deficiencies be found, it shall be the responsibility of the contract vendor to pack and return the unit(s) in question, make necessary corrections or replacements, and return the unit(s) to Purchaser for re- inspection and acceptance.
- Services for fire turnouts, such as repair, tailoring, inspection or testing, cleaning may be offered. Pricing for these services shall be included in. All such services must be in accordance with NFPA 1851 and conducted by a verified facility.
- Maintenance and Cleaning services and equipment including firefighting turnout gear laundry machines and related equipment and series may be offered.

CATEGORIES: (Some of the below listed elements/categories may overlap. Proposers are free to combine categories or adjust category definitions/content to align with their terminology, systems, delivery methods and programs in their response).

- **Fire (Firefighter) Turnouts or Turnout Gear**: all fire turnout gear and accessories being proposed shall be available in a variety of designs, patterns, closure and/or fly options, styles and colors. Fire turnout coats and trousers shall be available in a variety of chest sizes, coat lengths, waist sizes, and inseam measurements. Please include a sample catalog (paper or electronic).
- **Wildland Fire Fighting Protective Gear** to provide protection for emergency services personnel from the adverse environmental effects encountered by personnel performing wildland firefighting operations.
- **EMS & General Fire Garments** (clothing designed to provide protection for emergency services personnel):
  - **Technical Rescue**
  - **Urban Search and Rescue**
  - **Emergency Medical Operations Protective Ensembles**
  - **Station Wear**
- **Helmets**, including but not limited to: structural firefighting, wildland firefighting, and technical rescue. Helmets shall be offered in a variety of sizes and colors. All helmets shall meet current applicable NFPA, ANSI and OSHA standards at time of manufacture.
- **Gloves**, including but not limited to: structural firefighting wildland firefighting, extrication, technical rescue, general work gloves, etc. All gloves offered for specific use (such as structural firefighting) shall meet current applicable NFPA, ANSI and OSHA standards at time of manufacture.
- **Boots**, including but not limited to: structural firefighting, wildland firefighting, technical rescue, general work/station wear boots, etc. All boots offered for specific use (such as structural firefighting) shall meet current applicable NFPA, ANSI and OSHA standards at time of manufacture.
- **Accessories**, including but not limited to: body worn integrated electronic monitoring (or physiologic monitoring) and/or location tracking systems, eye protection (e.g. goggles, glasses, visors, etc.), belts, straps, radio holders, storage equipment, etc.
- **Maintenance & Cleaning Services**:
- **Protective Garment Laundry Machines** this would include extractors (e.g. mechanical machines, chemicals for processing, and drying devices):
  - **Garment Decontamination**

- Garment Care
- Other:

## ATTACHMENT D

### PRICING SCHEDULE

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 LOC and NPPGov membership shall be clearly delineated on each proposal. Contract admin fee (established in the "Requirements" Section of the RFP) may not be listed or charged as a separate line item to users of the contract. Contract pricing shall be based upon:

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

#### EXAMPLE

FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE)	
Product Category	Percentage (%) off List Price* (OR fixed price if % off pricing is not available)
Fire (Firefighter) Turnouts or Turnout Gear	
Wildland Fire Fighting Protective Gear	
EMS & General Fire Garments	
• Technical Rescue	
• Urban Search and Rescue	
• Emergency Medical Operations Protective Ensembles	
• Station Wear	
Helmets	
Gloves	
Boots	
Accessories	
Protective Garment Laundry Machines	
• Extractors	
• Decontamination chemicals	
Maintenance & Cleaning Services	
Other	

**Options**

Proposers shall provide pricing on all options, modifications, and accessories in a format that best represents their product line and pricing structure. This may include specific pricing for some options and may also include general pricing/discounts for categories of options. Proposer may also indicate availability and pricing of all other non-specified options. The intent is to provide Proposers the opportunity to present as much product as possible in the format that fits within their individual formatting needs so that the resulting award allows LOC and NPPGov members the greatest number of procurement options.

**Miscellaneous**

Proposers should include any applicable pricing information related to Section 2.3 of the RFP including but not limited to: large volume purchases, cash terms, rebates, freight/delivery costs and individual discounts.

## 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), regional response (covering multiple States, but not the entire US) or a national response (covering the entire US, or at least the continental US).

**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 proposer's response based on the criteria found in the proposal evaluation form.

#### **STEP 1**

##### **Proposal Responsiveness**

<b>Component</b>	<b>YES</b>	<b>NO</b>	
Submitted on time			
Company name and RFP number on outermost packaging			
Completed Proposer Profile Workbook (PPW)			
Included pricing structure			
Included references			
Proposal signed			
<b>Deemed Fully Responsive</b>	<b>YES</b>	<b>NO</b>	
Categorized as Local, Regional or National	Local	Regional	National

## Proposal Evaluation Form

### **STEP 2**

#### **Full Evaluation of Proposal**

##### Point Value Definitions

- (5) Exceeded Requirements - Compelling Detail, Showed Ability to Complete
- (4) Met Requirements - Thorough, Provided Supportive Material/Examples
- (3) Satisfied Requirements - Sufficient
- (2) Unclear if Requirements Met - Poor or Confusing
- (1) Did Not Comply with Requirements - Substandard or Blank

Component Evaluated	Weight	Possible Points (1-5)	Total Points (Weight x PP)	Evaluator's Comments
<u>Pricing:</u> Product price and discounts proposed included favorable pricing for cooperative purchasing. Shipping conditions. <i>PPW Section 7.0 and Pricing structure.</i>	25			Comments:
<u>Product Line (Score only categories proposed):</u> Breadth, variety, quality of product line and innovation of products. Warranty availability. <i>PPW Section 9.0.</i>	15			Comments:
<u>Marketing:</u> Marketing plan to promote the resulting contractual agreement and ability to incorporate use of agreement in their sales system throughout indicated coverage region. Willingness to allow training of salesforce. <i>PPW Section 4.0.</i>	15			Comments
<u>Customer Service:</u> Support dedicated to Participating Agencies. Ability to meet promised delivery timelines. Additional services offered. Conduct e-commerce. <i>PPW Sub-Sections 2.3 &amp; 2.4 and Section 6.0.</i>	15			Comments:

<p><u>Proven Experience:</u> Success in providing products and services in a timely manner. Years in business, references and reputation. Experience with cooperative purchasing. <i>PPW Sub-Section 1.2.</i></p>	15			Comments:
<p><u>Coverage:</u> Ability to provide products and services for indicated coverage region including distribution, retail &amp; service facilities, coordination of manufacturer and distribution, and staff availability. Clearly states distribution model and provides dealer list if applicable. <i>PPW Section 3.0 and Exhibit 1.</i></p>	10			Comments:
<p><u>Conformance:</u> Completeness of proposal and the degree to which the Proposer responded to the terms and all requirements and specifications of the RFP. Followed the response format and content, was clear and easily understood. Provided Term's and Condition's, if applicable. <i>PPW Section 8.0 and 4.5 of RFP.</i></p>	5			Comments:
<b><u>TOTAL</u></b>	100			General Comments:

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

Signature \_\_\_\_\_

Date \_\_\_\_\_

## ATTACHMENT F

### OREGON REVISED STATUTES (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 performance 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 LOC or any Participating Agency 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 316.167
- (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 LOC or any Participating Agency 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 Contract surety from Contractor or its obligation with respect to any unpaid claim. If the LOC or any Participating Agency 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 services 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) In a contract for personal services, contractor shall pay employees at least time and half for all overtime worked in excess of 40 hours in any one week 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.*). In contracts for services, contractors shall pay employees at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020(1)(b)(A) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.
- (8) The Contractor must give notice in writing to employees who work on this contract, 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 contract are 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 Trust 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 LOC 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, emerging small business enterprises certified under ORS 200.055, or business enterprises owned or controlled by or that employ a disabled veteran in obtaining any required subcontractors.

**ATTACHMENT G**  
**WIPHE RESPONSE FORM**

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

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

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

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

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

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

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

**Washington Institutions of Public Higher Education (WIPHE)**

**FOUR-YEAR UNIVERSITIES**

CENTRAL WASHINGTON UNIVERSITY  
EASTERN WASHINGTON UNIVERSITY  
THE EVERGREEN STATE COLLEGE  
UNIVERSITY OF WASHINGTON  
WASHINGTON STATE UNIVERSITY  
WESTERN WASHINGTON UNIVERSITY

**COMMUNITY AND TECHNICAL COLLEGES:**

BATES TECHNICAL COLLEGE  
BELLEVUE COMMUNITY COLLEGE  
BELLINGHAM TECHNICAL COLLEGE  
BIG BEND COMMUNITY COLLEGE  
CASCADE COMMUNITY COLLEGE  
CASCADIA COLLEGE  
CENTRALIA COLLEGE  
CLARK COLLEGE  
CLOVER PARK TECHNICAL COLLEGE  
COLUMBIA BASIN COLLEGE  
EDMONDS COMMUNITY COLLEGE  
EVERETT COMMUNITY COLLEGE  
GRAYS HARBOR COLLEGE  
GREEN RIVER COMMUNITY COLLEGE  
HIGHLINE COMMUNITY COLLEGE  
LAKE WASHINGTON TECHNICAL COLLEGE  
LOWER COLUMBIA COLLEGE  
OLYMPIC COLLEGE  
PENINSULA COLLEGE  
PIERCE COLLEGE  
RENTON TECHNICAL COLLEGE  
SEATTLE CENTRAL COMMUNITY COLLEGES  
SHORELINE COMMUNITY COLLEGE  
SKAGIT VALLEY COLLEGE  
SOUTH PUGET SOUND COMMUNITY COLLEGE  
SPOKANE COMMUNITY COLLEGES  
STATE BOARD FOR TECHNICAL & COMMUNITY  
COLLEGES  
WENATCHEE VALLEY COLLEGE  
YAKIMA VALLEY COMMUNITY COLLEGE  
WHATCOM COMMUNITY COLLEGE

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

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

CHELAN COUNTY PUD 1  
CHELAN DOUGLAS COUNTY HEALTH DIST  
CHENEY CARE CENTER  
CHILD CARE RESOURCE & REFERRAL  
CHILDRENS THERAPY CENTER  
CHIMACUM SCHOOL DISTRICT 49  
CLALLAM COUNTY  
CLALLAM COUNTY FIRE DISTRICT  
CLALLAM COUNTY HOSPITAL DISTRICT  
CLALLAM COUNTY PUD  
CLARK COUNTY  
CLARK COUNTY FIRE DISTRICT  
CLARK COUNTY PUD  
CLE ELUM-ROSLYN SCHOOL DISTRICT 404  
CLOVER PARK SCHOOL DISTRICT 400  
CNTRL WHIDBEY FIRE & RESCUE  
COAL CREEK UTILITY DISTRICT  
COALITION AGAINST DOMESTIC VIOLENCE  
COLUMBIA COUNTY  
COLUMBIA IRRIGATION DISTRICT  
COLUMBIA MOSQUITO CONTROL DISTRICT  
COMMUNITY CHRISTIAN ACADEMY  
COMMUNITY PSYCHIATRIC CLINIC  
COMMUNITY TRANSIT  
CONFEDERATED TRIBES OF CHEHALIS  
CONSOLIDATED DIKING IMPROVEMENT DIST  
CONSOLIDATED IRRIGATION  
COWLITZ COUNTY  
COWLITZ COUNTY FIRE DISTRICT  
COWLITZ COUNTY PUD  
CROSS VALLEY WATER DISTRICT  
DAYTON SCHOOL DISTRICT 2  
DOUGLAS COUNTY  
DOUGLAS COUNTY FIRE DISTRICT  
DOUGLAS COUNTY PUD  
DRUG ABUSE PREVENTION CENTER  
E COLUMBIA BASIN IRRIGATION DIST  
EAST WENATCHEE WATER  
EATONVILLE SCHOOL DIST 404  
EDMONDS SCHOOL DISTRICT 15  
EDUCATIONAL SERVICE DIST 114  
EDUCATIONAL SERVICE DISTRICT 113  
ELLENSBURG SCHOOL DIST 401  
ENUMCLAW SCHOOL DIST  
EVERETT PORT OF  
EVERETT PUBLIC FACILITIES DIST  
EVERGREEN MANOR INC  
EVERGREEN SCHOOL DIST 114  
FEDERAL WAY FD  
FERRY COUNTY  
FERRY COUNTY PUBLIC HOSPITAL  
FERRY OKAHOGAN FPD  
FOSS WATERWAY DEVELOPMENT AUTHORITY  
FRANKLIN COUNTY  
FRANKLIN COUNTY PUD

FRANKLIN PIERCE SCHOOL DIST 402  
FRIDAY HARBOR PORT OF  
GARDENA FARMS IRRIGATION DIST 13  
GARFIELD COUNTY  
GRAND COULEE PROJECT  
GRANDVIEW SCHOOL DIST 116/200  
GRANITE FALLS SCHOOL DIST 332  
GRANT COUNTY  
GRANT COUNTY HEALTH DIST  
GRANT COUNTY PUD  
GRAYS HARBOR COUNTY  
GRAYS HARBOR COUNTY FIRE DIST  
GRAYS HARBOR COUNTY PUD # 1  
GRAYS HARBOR PORT OF  
GRAYS HARBOR PUB DEV AUTH  
GRAYS HARBOR TRANSIT  
GRIFFIN SCHOOL DIST 324  
HARBORVIEW MEDICAL CENTER  
HAZEL DELL SEWER DIST  
HEALTHY MOTHERS HEALTHY BABIES COAL  
HIGHLINE SCHOOL DIST 401  
HIGHLINE WATER DIST  
HOMESIGHT  
HOPELINK  
HOQUIAM SCHOOL DIST 28  
HOUSING AUTHORITY OF PORTLAND  
ILWACO PORT OF  
INCHELIUM SCHOOL DIST 70  
ISLAND COUNTY  
ISLAND COUNTY FIRE DIST  
JEFFERSON COUNTY  
JEFFERSON COUNTY FIRE DIST  
JEFFERSON COUNTY LIBRARY  
JEFFERSON COUNTY PUD  
JEFFERSON GENERAL HOSPITAL  
KARCHER CREEK SEWER DIST  
KELSO SCHOOL DIST 458  
KENNEWICK GENERAL HOSPITAL  
KENNEWICK SCHOOL DISTRICT 17  
KENT SCHOOL DIST 415  
KETTLE FALLS SCHOOL DIST 212  
KING COUNTY  
KING COUNTY FIRE DIST  
KING COUNTY HOUSING AUTHORITY  
KING COUNTY LIBRARY  
KING COUNTY WATER SEWER  
KINGSTON PORT OF  
KITSAP COUNTY FIRE & RESCUE  
KITSAP COUNTY LIBRARY  
KITSAP COUNTY PUD 1  
KITTITAS COUNTY  
KITTITAS COUNTY PUD  
KITTITAS COUNTY RECLAMATION DIST  
KLUCKITAT COUNTY  
KLUCKITAT COUNTY PUD  
LAKE CHELAN RECLAMATION DIST  
LAKE STEVENS SCHOOL DIST 4

LAKE WASHINGTON SCHOOL DIST 414  
LAKEHAVEN UTILITY DIST  
LAKEWOOD SCHOOL DIST 306  
LEWIS CO PUD 1  
LEWIS COUNTY  
LEWIS COUNTY FIRE DIST  
LEWIS PUBLIC TRANSPORTATION  
LIBERTY LAKE SEWER & WATER DIST  
LINCOLN COUNTY  
LINCOLN COUNTY FIRE DIST  
LONGVIEW PORT OF  
LONGVIEW SCHOOL DIST 122  
LOTT WASTEWATER ALLIANCE  
LUMMI INDIAN NATION  
MANCHESTER WATER DIST  
MARYSVILLE SCHOOL DIST 25  
MASON COUNTY FIRE DIST  
MASON COUNTY PUD  
MEAD SCHOOL DIST 354  
METRO PARK DISTRICT OF TACOMA  
MID COLUMBIA LIBRARY  
MIDWAY SEWER DISTRICT  
MONROE SCHOOL DIST 103  
MORTON SCHOOL DIST 214  
MOSES LAKE PORT OF  
MOUNT BAKER SCHOOL DIST  
MT VERNON SCHOOL DISTRICT 320  
MUKILTEO SCHOOL DIST 6  
MUKILTEO WATER DIST  
NAVAL STATION EVERETT  
NE TRI COUNTY HEALTH DIST  
NORTH CENTRAL REGIONAL LIBRARY DIST  
NORTH KITSAP SCHOOL DIST 400  
NORTH SHORE UTILITY DISTRICT  
NORTH THURSTON SCHOOL DISTRICT  
NORTHSHORE SCHOOL DIST 417  
NORTHWEST KIDNEY CTR  
NORTHWEST WORK FORCE DEVELOPMENT CO  
NW REGIONAL COUNCIL  
OAK HARBOR SCHOOL DIST 201  
OAKVILLE SCHOOL DIST 400  
OCOSTA SCHOOL DIST 172  
OKANOGAN COUNTY  
OKANOGAN COUNTY FIRE DIST  
OKANOGAN COUNTY PUD  
OKANOGAN SCHOOL DISTRICT  
OLYMPIA PORT OF  
OLYMPIA SCHOOL DISTRICT 111  
OLYMPIA THURSTON CHAMBER FOUNDATION  
OLYMPIC AREA AGENCY ON AGING  
OLYMPIC MEMORIAL HOSPITAL DIST  
OLYMPIC REGION CLEAN AIR AGENCY  
OLYMPIC VIEW WATER & SEWER DIST  
OLYMPUS TERRACE SEWER DIST  
PACIFIC COUNTY  
PACIFIC COUNTY FIRE  
PARATRANSIT SERVICES

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

ST JOSEPH/MARQUETTE SCHOOL  
STANWOOD SCHOOL DIST 410  
STEVENS COUNTY  
STEVENS COUNTY PUD  
STILLAGUAMISH TRIBE OF INDIANS  
SUMNER SCHOOL DISTRICT 320  
SUNNYSIDE PORT OF  
SUNNYSIDE SCHOOL DISTRICT 201  
SUQUAMISH TRIBE  
SW CLEAN AIR AGENCY  
SWINOMISH TRIBE  
TACOMA DAY CHILD CARE AND PRESCHOOL  
TACOMA MUSICAL PLAYHOUSE  
TACOMA PORT OF  
TACOMA SCHOOL DISTRICT 10  
TACOMA-PIERCE CO  
TAHOMA SCHOOL DISTRICT 409  
TERRACE HEIGHTS SEWER DISTRICT  
THURSTON COMMUNITY TELEVISION  
THURSTON COUNTY  
THURSTON COUNTY CONSERVATION DIST  
THURSTON COUNTY FIRE DISTRICT  
TOPPENISH SCHOOL DISTRICT 202  
TOUCHET SD 300  
TRIUMPH TREATMENT SERVICES  
TUKWILA SCHOOL DIST 406  
TUMWATER SCHOOL DISTRICT 33  
U S DEPARTMENT OF TRANSPORTATION  
UNITED WAY OF KING COUNTY  
UNIVERSITY PLACE SCHOOL DIST  
UPPER SKAGIT INDIAN TRIBE  
VAL VUE SEWER DISTRICT  
VALLEY TRANSIT  
VALLEY WATER DISTRICT  
VANCOUVER PORT OF  
VANCOUVER SCHOOL DISTRICT 37  
VASHON ISLAND SCHOOL DISTRICT 402  
VERA IRRIGATION  
VETERANS ADMINISTRATION  
VOLUNTEERS OF AMERICA  
WA ASSOC OF SCHOOL ADMINISTRATORS  
WA ASSOC SHERIFFS & POLICE CHIEFS  
WA GOVERNMENTAL ENTITY POOL  
WA LABOR COUNCIL AFL-CIO  
WA PUBLIC PORTS ASSOCIATION  
WA RESEARCH COUNCIL  
WA ST ASSOCIATION OF COUNTIES  
WA STATE PUBLIC STADIUM AUTHORITY  
WAHAKIYAKUM 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	DEPOE BAY	IONE	MYRTLE CREEK	SPRAY
ADAMS	DETROIT	IRRIGON	MYRTLE POINT	SPRINGFIELD
ADRIAN	DONALD	ISLAND CITY	NEHALEM	ST HELENS
ALBANY	DRAIN	JACKSONVILLE	NEWBERG	ST PAUL
AMITY	DUFUR	JEFFERSON	NEWPORT	STANFIELD
ANTELOPE	DUNDEE	JOHN DAY	NORTH BEND	STAYTON
ARLINGTON	DUNES CITY	JOHNSON CITY	NORTH PLAINS	SUBLIMITY
ASHLAND	DURHAM	JORDAN VALLEY	NORTH POWDER	SUMMERVILLE
ASTORIA	EAGLE POINT	JOSEPH	NYSSA	SUMPTER
ATHENA	ECHO	JUNCTION CITY	OAKLAND	SUTHERLIN
AUMSVILLE	ELGIN	KEIZER	OAKRIDGE	SWEET HOME
AURORA	ELKTON	KING CITY	ONTARIO	TALENT
BAKER CITY	ENTERPRISE	KLAMATH FALLS	OREGON CITY	TANGENT
BANDON	ESTACADA	LA GRANDE	PAISLEY	THE DALLES
BANKS	EUGENE	LAPINE	PENDLETON	TIGARD
BARLOW	FAIRVIEW	LAFAYETTE	PHILOMATH	TILLAMOOK
BAY CITY	FALLS CITY	LAKE OSWEGO	PHOENIX	TOLEDO
BEAVERTON	FLORENCE	LAKEVIEW	PILOT ROCK	TROUTDALE
BEND	FOREST GROVE	LEBANON	PORT ORFORD	TUALATIN
BOARDMAN	FOSSIL	LEXINGTON	PORTLAND	TURNER
BONANZA	GARBALDI	LINCOLN CITY	POWERS	UKIAH
BROOKINGS	GASTON	LONEROCK	PRAIRIE CITY	UMATILLA
BROWNSVILLE	GATES	LONG CREEK	PRESCOTT	UNITY
BURNS	GEARHART	LOSTINE	PRINEVILLE	UNITY
BUTTE FALLS	GERVAIS	LOWELL	RAINIER	VALE
CANBY	GLADSTONE	LYONS	REDMOND	VENETA
CANNON BEACH	GLENDALE	MADRAS	REEDSPORT	VERNONIA
CANYON CITY	GOLD BEACH	MALIN	RICHLAND	WALDPORT
CANYONVILLE	GOLD HILL	MANZANITA	RIDDLE	WALLOWA
CARLTON	GRANITE	MAUPIN	RIVERGROVE	WARRENTON
CASCADE LOCKS	GRANTS PASS	MAYWOOD PARK	ROCKAWAY	WASCO
CAVE JUNCTION	GRASS VALLEY	MCMINNVILLE	ROCKAWAY BEACH	WATERLOO
CENTRAL POINT	GREENHORN	MEDFORD	ROGUE RIVER	WESTLINN
CHILOQUIN	GRESHAM	MERRILL	ROSEBURG	WESTFIR
CLATSKANIE	HAINES	METOLIUS	RUFUS	WESTON
COBURG	HALFWAY	MILLCITY	SALEM	WHEELER
COLUMBIA CITY	HALSEY	MILLERSBURG	SANDY	WILLAMINA
CONDON	HAPPY VALLEY	MILTON-	SCAPPOUSE	WILSONVILLE
COOSBAY	HARRISBURG	FREEWATER	SCIO	WINSTON
COQUILLE	HELIX	MILWAUKIE	SCOTT MILLS	WOOD VILLAGE
CORNELIUS	HEPPNER	MITCHELL	SEASIDE	WOODBURN
CORVALLIS	HERMISTON	MOLALLA	SENECA	YACHATS
COTTAGE GROVE	HILLSBORO	MONMOUTH	SHADY COVE	YAMHILL
COVE	HINES	MONROE	SHANIKO	YONCALLA
CRESWELL	HOOD RIVER	MONUMENT	SHERIDAN	This may not be a
CULVER	HUBBARD	MORO	SHERWOOD	complete list of all
DALLAS	HUNTINGTON	MOSIER	SILETZ	Oregon cities, but all
DAMASCAS	IDANHA	MT ANGEL	SILVERTON	other Oregon cities
DAYTON	IMBLER	MT VERNON	SISTERS	shall be incorporated
DAYVILLE	INDEPENDENCE		SODAVILLE	by this reference.

**Hawaii's Counties**

Hawaii	Honolulu	Kalawao	Kaua'i	Maui
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## **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 (“NPPGov”), including members of Public Safety GPO, First Responder GPO, Law Enforcement GPO, Education GPO and EMS 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.**

**LEAGUE OF OREGON CITIES  
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of the League of Oregon Cities (“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 League of Oregon Cities to Participating Agencies locally, regionally, and nationally through NPPGov. Copies of Master Price Agreements and any amendments thereto made available by the League of Oregon Cities 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 League of Oregon Cities and is duly authorized to sign this League of Oregon Cities Endorsement and Authorization.

DocuSigned by:  
  
38C546F8869143E...

Date: 3/26/2020

BY:  
ITS:

**League of Oregon Cities Contact Information:**

Contact Person: Mike Culley  
Address: 1201 Court St NE #200, Salem, OR 97301  
Telephone No.: 503-588-6550  
Email: [mculley@orcities.org](mailto:mculley@orcities.org)

**PARTICIPATING AGENCY  
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of City of Merced ("Participating Agency") that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the Lead Contracting Agency to Participating Agencies locally, regionally, and nationally through 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 held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any other Participating Agency. Upon award of contract, the Vendor shall deal directly with the Participating Agency concerning the placement of orders, disputes, invoicing and payment.

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

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

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

**Participating Agency Contact Information:**

Contact Person: Janet German  
Address: City of Merced Fire Dept  
99 E. 16th St.  
Merced, CA 95340  
Telephone No.: 209 385 6982  
Email: germanj@cityofmerced.org

**APPROVED AS TO FORM:**

Phaedra A Norton 6/3/21  
PHAEDRA A. NORTON Date  
City Attorney

**LEAGUE OF OREGON CITIES**

**MASTER PRICE AGREEMENT**

This Master Price Agreement is effective as of the date of the last signature below (the "Effective Date") by and between the LEAGUE OF OREGON CITIES, an Oregon public corporation under ORS Chapter 190 ("LOC" or "Purchaser") and Cascade Fire Equipment Company ("Vendor").

**RECITALS**

WHEREAS, the Vendor is in the business of selling certain FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE), as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, through a solicitation for FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE) the Vendor was awarded the opportunity to complete a Master Price Agreement with the LEAGUE OF OREGON CITIES as a result of its response to Request for Proposal No. 1915 for FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE); and

WHEREAS, the LEAGUE OF OREGON CITIES asserts that the solicitation and Request for Proposal meet Oregon public contracting requirements (ORS 279, 279A, 279B and 279C et. seq.); and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba Public Safety GPO, dba First Responder GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

**ARTICLE 1 – CERTAIN DEFINITIONS**

1.1 "Agreement" shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal No. 1915 (herein "RFP") and Vendor's Proposal submitted in response to the RFP (herein "Vendor's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

1.2 "Applicable Law(s)" shall mean all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 "Employee Taxes" shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor's employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state or local law.

1.4 "Purchaser's Destination" shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

1.5 "Products and Services" shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.6 "Purchase Order" shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.

1.7 "Unemployment Insurance" shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.8 "National Purchasing Partners" or "(NPP)" is a subsidiary of two nonprofit health care systems. The Government Division of NPP, hereinafter referred to as "NPPGov", provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov's membership includes participating public entities across North America.

1.9 "Lead Contracting Agency" shall mean the LEAGUE OF OREGON CITIES, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.10 "Participating Agencies" shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.6 and Attachment C herein. For purposes of cooperative procurement, "Participating Agency" shall be considered "Purchaser" under the terms of this Agreement.

1.11 "Party" and "Parties" shall mean the Purchaser and Vendor individually and collectively as applicable.

## **ARTICLE 2 – AGREEMENT TO SELL**

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 Vendor may add additional products and services to the contract provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor 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. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The Vendor retains authority to negotiate above and beyond the terms of this Agreement to meet the Purchaser or Vendor contract requirements. In the event that the provisions of this Agreement conflict with any Purchase Order issued by Purchaser to Vendor, the provisions of this Agreement shall

govern. No other terms and conditions, including, but not limited to, those contained in Vendor's standard printed terms and conditions, on Vendor's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Agreement, any Purchase Order, or any transactions occurring pursuant hereto or thereto, unless this Agreement shall be specifically amended to adopt such other terms and conditions in writing by the Parties.

2.4 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party.

2.5 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

- (i) This Agreement;
- (ii) The RFP;
- (iii) Vendor's Proposal;

2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.6.2 *This Solicitation meets the public contracting requirements of the Lead Contracting Agency 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.*

2.6.3 Vendor acknowledges execution of a Vendor Administration Fee Agreement with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of Products and Services offered under this Agreement that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See [www.OregonRehabilitation.org/qrf](http://www.OregonRehabilitation.org/qrf) for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon.

### **ARTICLE 3 – TERM AND TERMINATION**

3.1 The initial contract term shall be for three (3) calendar years from the Effective Date of this Agreement (“Initial Term”). Upon termination of the original three (3) year term, this Agreement shall automatically extend for up to three (3) successive one (1) year periods; (each a “Renewal Term”); provided, however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the Initial Term.

3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other Party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

### **ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY**

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, including shipping. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A shall be extended to all NPPGov, Public Safety GPO, First Responder GPO and Law Enforcement GPO members upon execution of the IGA.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser’s Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor’s Proposal (Attachment D) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Except as specifically set forth on Attachments A and F, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. (“Incidental Expenses”).

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.6 Notwithstanding any other agreement of the Parties as to the payment of shipping/delivery costs, and subject to Attachments A, D, and F herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Destination. If there are handling fees, these also shall be included in the pricing.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

4.8 Vendor shall have the risk of loss of or damage to any Products until delivery to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after delivery to Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

#### **ARTICLE 5 – INSURANCE**

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours' notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this Agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty days (30 days) prior written notice to the Lead Contracting Agency.

#### **ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS**

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees, members and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including, without limitation, reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the

Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years.

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of Products and Services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

#### **ARTICLE 7 – WARRANTIES**

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

#### **ARTICLE 8 - INSPECTION AND REJECTION**

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Vendor's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Vendor for correction or replacement, or (ii) require Vendor to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Vendor fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect the Products and Vendor shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

## **ARTICLE 9 – SUBSTITUTIONS**

Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

## **ARTICLE 10 - COMPLIANCE WITH LAWS**

10.1 Vendor agrees to comply with all Applicable Laws and at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

## **ARTICLE 11 – PUBLICITY / CONFIDENTIALITY**

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

## **ARTICLE 12 - RIGHT TO AUDIT**

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

## **ARTICLE 13 - REMEDIES**

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and remedies under Applicable Law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

#### **ARTICLE 14 - RELATIONSHIP OF PARTIES**

Vendor is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venture of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

#### **ARTICLE 15 - NOTICES**

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:

LEAGUE OF OREGON CITIES  
1201 Court St. NE  
Suite 200  
Salem OR 97301  
ATTN: Jamie Johnson-Davis  
Email: [rfp@ORCities.org](mailto:rfp@ORCities.org)

If to Vendor:

CASCADE FIRE EQUIPMENT COMPANY  
P.O. Box 4248  
Medford, OR 97501  
ATTN: Jim Albright  
Email: [jim@cascafire.com](mailto:jim@cascafire.com)

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

#### **ARTICLE 16 - FORCE MAJEURE**

Except for Purchaser's obligation to pay for Products and Services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

### **ARTICLE 17 - WAIVER**

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

### **ARTICLE 18 - PARTIES BOUND; ASSIGNMENT**

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser which shall not be unreasonably withheld or delayed.

### **ARTICLE 19 - SEVERABILITY**

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

### **ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT**

20.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. If such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

20.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire Agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

### **ARTICLE 21 - HEADINGS**

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

### **ARTICLE 22 - MODIFICATIONS**

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

**ARTICLE 23 - GOVERNING LAW**

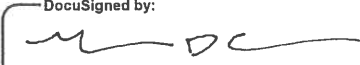
This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

**ARTICLE 24 - COUNTERPARTS**

This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

PURCHASER:


DocuSigned by:  
Signature:   
36C340F6809143E...

Printed Name: Mike Cully

Title: Executive Director  
**LEAGUE OF OREGON CITIES**

Dated: 3/24/2020

VENDOR:

DocuSigned by:  
Signature:   
C935D643994F480...

Printed Name: Jim Albright

Title: SALES MANAGER  
**Cascade Fire Equipment Company**

Dated: 3/25/2020

**ATTACHMENT A**

**to Master Price Agreement by and between VENDOR and PURCHASER.**

**PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES**

FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE)	
Product Category	Percentage (%) off List Price* (OR fixed price if % off pricing is not available)
Fire (Firefighter) Turnouts or Turnout Gear	25%
Wildland Fire Fighting Protective Gear	10%
EMS & General Fire Garments	-
• Technical Rescue	-
• Urban Search and Rescue	-
• Emergency Medical Operations Protective Ensembles	-
• Station Wear	15%
Helmets	25%
Gloves	15%
Boots	15%
Accessories	15%
Protective Garment Laundry Machines	-
• Extractors	-
• Decontamination chemicals	-
Maintenance & Cleaning Services	-
Other	-

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

**ATTACHMENT B**

to Master Price Agreement by and between VENDOR and PURCHASER.

**ADDITIONAL SELLER WARRANTIES**

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal.

**ATTACHMENT C**

**to Master Price Agreement by and between VENDOR and PURCHASER.**

**PARTICIPATING AGENCIES**

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is directed to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the NPPGov web site, [www.nppgov.com](http://www.nppgov.com). The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements as if it were the "Purchaser" hereunder.

**ATTACHMENT D**

to Master Price Agreement by and between VENDOR and PURCHASER.

**Vendor's Proposal**

**(The Vendor's Proposal is not attached hereto.)**

**(The Vendor's Proposal is incorporated by reference herein.)**

**ATTACHMENT E**

**to Master Price Agreement by and between VENDOR and PURCHASER.**

**Purchaser's Request for Proposal**

**(The Purchaser's Request for Proposal is not attached hereto.)**

**(The Purchaser's Request for Proposal is incorporated by reference herein.)**

**ATTACHMENT F**

to Master Price Agreement by and between VENDOR and PURCHASER.

**ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.**

### Certificate Of Completion

Envelope Id: 09CC0DC759E84F0D869CF8EA5619CA08	Status: Completed
Subject: RFP 1915 LOC & Cascade Fire Agreement	
Source Envelope:	
Document Pages: 16	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Bill DeMars
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1100 Olive Way
	Suite 1020
	Seattle, WA 98101
	bill.demars@nppgov.com
	IP Address: 162.248.184.11

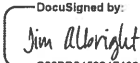
### Record Tracking

Status: Original	Holder: Bill DeMars	Location: DocuSign
3/24/2020 4:46:07 PM	bill.demars@nppgov.com	

### Signer Events

Jim Albright  
jim@cascafire.com  
Security Level: Email, Account Authentication (None)

### Signature

DocuSigned by:  
  
C93BD845994F480

### Timestamp

Sent: 3/24/2020 4:57:20 PM  
Viewed: 3/25/2020 10:35:41 AM  
Signed: 3/25/2020 10:36:40 AM

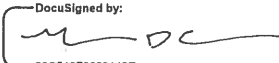
Signature Adoption: Pre-selected Style  
Using IP Address: 207.55.226.14

### Electronic Record and Signature Disclosure:

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ID: 60f6fe93-00e8-411d-948b-02ae71721869

Mike Cully  
mcully@orcities.org  
Executive Director

Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
38C546F8869143E...

Sent: 3/24/2020 4:57:20 PM  
Viewed: 3/24/2020 5:52:26 PM  
Signed: 3/24/2020 5:52:39 PM

Signature Adoption: Drawn on Device  
Using IP Address: 71.63.237.219  
Signed using mobile

### Electronic Record and Signature Disclosure:

Accepted: 3/24/2020 5:52:26 PM  
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps

<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	3/24/2020 4:57:20 PM
Certified Delivered	Security Checked	3/25/2020 10:35:41 AM
Signing Complete	Security Checked	3/25/2020 10:36:40 AM
Completed	Security Checked	3/25/2020 10:36:40 AM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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**Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, National Purchasing Partners (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact National Purchasing Partners:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [bruce.busch@mynpp.com](mailto:bruce.busch@mynpp.com)

**To advise National Purchasing Partners of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [bruce.busch@mynpp.com](mailto:bruce.busch@mynpp.com) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from National Purchasing Partners**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [bruce.busch@mynpp.com](mailto:bruce.busch@mynpp.com) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with National Purchasing Partners**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [bruce.busch@mynpp.com](mailto:bruce.busch@mynpp.com) and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> <li>•Allow per session cookies</li> <li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify National Purchasing Partners as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by National Purchasing Partners during the course of my relationship with you.