Due to the misstatement of fees in the original solicitation announcement, (which were corrected in a previous amendment) the dates of this RFP have been extended to allow adequate time for review and respond for all eligible vendors. The extended close date for this RFP will be March 11th, 2020. The subsequent contract milestone dates have also been updated based on this close date change.

Pursuant to RFP Section 5.2.3, Proposers are hereby notified that there was an error in the statement of the Contract Administration Fee in the original RFP solicitation document for FIRE APPARATUS. The RFP incorrectly stated the Contract Administrative which is actually $2,000 per contract order (or invoice).

Deadline for submission of proposals is 5:00 P.M. PST on March 11th, 2020.

All Proposals must be signed, sealed and addressed to:

LOC FIRE APPARATUS RFP #1905
LEAGUE OF OREGON CITIES
c/o Procurement Specialist
1201 Court St. NE
Suite 200
Salem, OR 97301

and marked “RFP #1905 FIRE APPARATUS”

Proposed Opening Date: March 12th, 2020

Approximate Selection and Negotiation Period: April 2, 2020 to May 7, 2020

Approximate Award of Proposal: May 7, 2020

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

INQUIRIES:

LOC “FIRE APPARATUS RFP” #1905
LEAGUE OF OREGON CITIES
c/o Procurement Specialist
1201 Court St. NE
Suite 200
Salem, OR 97301

rfp@orcities.org


NOTICE OF SOLICITATION

LEAGUE OF OREGON CITIES

SOLICITATION FOR: FIRE APPARATUS

Notice is hereby given that the LEAGUE OF OREGON CITIES will accept sealed proposals for FIRE APPARATUS at the address listed below, until 5:00 PM PST on March 11th, 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 FIRE APPARATUS RFP #1905
LEAGUE OF OREGON CITIES
c/o Procurement Specialist
1201 Court St. NE
Suite 200
Salem, OR 97301

All Proposals must clearly state RFP #1905 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 APPARATUS RFP” #1905
LEAGUE OF OREGON CITIES
c/o Procurement Specialist
1201 Court St. NE
Suite 200
Salem, OR 97301
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.
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 APPARATUS.

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 APPARATUS 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 APPARATUS 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 $2,000 per contract order (or invoice) 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 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 APPARATUS 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 Publications: 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, 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 March 11th, 2020. The LOC must receive all proposals before 5:00 PM PST on the above closing date 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 opening date: 9:00 AM PST on February 12th 2020 March 12th, 2020 at the office of the LEAGUE OF OREGON CITIES, c/o Procurement Coordinator, 1201 Court St. NE, Suite 200, Salem, OR 97301.


Approximate award date: March 20th 2020 May 7th, 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

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 closing date.

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 closing date 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 “PUBLIC SAFETY MEDICAL SUPPLIES, EQUIPMENT AND RFP” #1905
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 closing date. Any Proposer may withdraw its proposal if a Master Price Agreement has not been executed within sixty (60) days from the RFP closing date.

4.4 EXCEPTIONS AND DEVIATIONS TO THE RFP

The Proposer shall identify and list all exceptions taken to all sections of this RFP and list these exceptions, referencing the section (paragraph) where the exception exists and stating the proposed revision. The Proposer shall list these exceptions under the heading, “Exception to the Solicitation, RFP #1905.” Exceptions not listed under the heading “Exception to the Solicitation, RFP #1905.” 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 #1905.

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:


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
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

Solicitation.
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:**

<table>
<thead>
<tr>
<th>2.1 State of incorporation:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>2.2 Federal Tax Identification Number:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>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]</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>2.4 Describe Proposer’s system for processing orders from point of customer contact through delivery and billing. [Insert response in box below]</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>2.5 Describe Proposer’s ability to provide detailed electronic reporting of quarterly sales correlated with NPPGov Member ID number 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]</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>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]</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>2.7 Proposer acknowledges compliance with Davis Bacon wage requirements where labor is concerned by indicating “yes” or “no” below.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>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.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>2.9 Complete Exhibit 1, located at the end of this workbook.</th>
</tr>
</thead>
</table>

**3.0 DISTRIBUTION SYSTEM:**

<table>
<thead>
<tr>
<th>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]</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1.A</td>
</tr>
<tr>
<td>------</td>
</tr>
<tr>
<td>YES</td>
</tr>
</tbody>
</table>

| 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] |

<table>
<thead>
<tr>
<th>3.5</th>
<th>Indicate whether the Proposer has any dealer or distributors that are authorized to fulfil purchases?</th>
</tr>
</thead>
<tbody>
<tr>
<td>YES</td>
<td>No [Circle one]</td>
</tr>
</tbody>
</table>

| 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:

<table>
<thead>
<tr>
<th>Contact Person:</th>
<th>Title:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mailing Address:</td>
<td></td>
</tr>
<tr>
<td>City:</td>
<td>State &amp; Zip:</td>
</tr>
<tr>
<td>Email Address:</td>
<td></td>
</tr>
<tr>
<td>Phone #:</td>
<td>Fax #:</td>
</tr>
</tbody>
</table>

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]

<table>
<thead>
<tr>
<th>Monday:</th>
<th>Tuesday:</th>
<th>Wednesday:</th>
<th>Thursday:</th>
<th>Friday:</th>
<th>Saturday:</th>
<th>Sunday:</th>
</tr>
</thead>
</table>

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 APPARATUS Coverage

RETAIL, DISTRIBUTION AND SERVICE/SUPPORT LOCATIONS

<table>
<thead>
<tr>
<th>State</th>
<th>Number of retail stores in each state? (leave blank for none)</th>
<th>Number of distribution centers in each state? (leave blank for none)</th>
<th>Number of support locations in each state? (leave blank for none)</th>
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<td>WYOMING</td>
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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: ________________________________
SPECIFICATIONS
FIRE APPARATUS

Introduction:

The intent of this bid solicitation is to acquire pricing that will be used to establish purchase contracts for various types of fire apparatus, emergency planning and management vehicles. These specifications describe various categories and specific types of Fire Apparatus, including minimum design and construction characteristics considered necessary to perform the desired function.

Proposers should respond with pricing for all equipment and options they wish to be considered in the evaluation for a possible award and master price agreement.

Response should include any and all fire apparatus proposer wishes to be considered for contract including but not limited to:

- Aerial Fire Apparatus (Boom/Platform, Ladder, Ladder/Platform)
- Aircraft Rescue & Fire-Fighting Vehicles
- Pumper Fire Apparatus
- Pumper-Tanker / Elliptical-Tanker Fire Apparatus
- Special Service Apparatus (Rescue, Re-Hab, Hazmat, Mobile Command Center, etc...)
- Watercraft Rescue & Fire-Fighting Vehicles
- Wildland Fire Apparatus (Brush Fire)
- Other Apparatus and associated products or services not included in other categories.

NOTE: For each category responded to by proposer, there needs to be a list of “Base Model Vehicles” included in the proposer’s submission. This provides evaluators and members a list of the vehicles offered as a starting point for comparison and/or needs assessment.

Apparatus must meet the general guidelines and specifications required in the latest edition of the National Fire Protection Association (NFPA) Standard for Automotive Fire Apparatus (NFPA 1901) and any standards referenced therein. All proposed apparatus must also comply with all applicable federal licensing, rules and regulations including but not limited to:

- American National Standards Institute (ANSI)
- American Society of Mechanical Engineers (ASME)
- American Society for Nondestructive Testing (ASNT)
- American Society for Testing Materials (ASTM)
- American Welding Society (AWS)
- Department of Transportation (DOT)
- Environmental Protection Agency (EPA)
- Federal Motor Vehicle Safety Standards (FMVSS)
- Institute of Electrical and Electronics Engineers (IEEE)
Additionally, all proposed apparatus must meet applicable state DOT, licensing, rules and regulations in states covered by the response.

Because the specifications of this RFP are general in nature in order to meet the needs of the LOC and all members of the Government Division of National Purchasing Partners, it is incumbent upon the proposer to provide specifications and details for all apparatus and options in their response.

All responses must outline all related aspects of the vehicle sale including but not limited to sales (through authorized dealers), pre-delivery costs (including up to 3 factory visits), delivery, training, manuals, warranty, and service.

These specifications are intended to cover the complete range of Fire Apparatus. Several categories and sub-categories are included below but are in no means intended to limit the proposer to responding to just these categories if there are other related 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.

CATEGORY 1: AERIAL FIRE APPARATUS
- BOOM/PLATFORM
- LADDER
- PLATFORM

CATEGORY 2: AIRCRAFT RESCUE & FIRE-FIGHTING VEHICLES

CATEGORY 3: PUMPER FIRE APPARATUS

CATEGORY 4: PUMPER-TANKER / ELLIPTICAL-TANKER FIRE APPARATUS

CATEGORY 5: SPECIAL SERVICE APPARATUS
- RESCUE
- RE-HABILITATION
- HAZMAT
- MOBILE COMMAND CENTER
CATEGORY 6: WATERCRAFT RESCUE & FIRE-FIGHTING VEHICLES

CATEGORY 7: WILDLAND FIRE APPARATUS (BRUSH FIRE)

CATEGORY 8: OTHER: Other Apparatus and associated products or services not included in other categories.
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.

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 any one of the following:

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.

Vehicle Models
Proposers shall provide pricing on all apparatus vehicle models they wish to be considered including, but not limited to, the following categories where applicable:

- Chassis/cab builder/Hull
- Cab designs (2/4 door, tilt cab, etc.)
- Cab/body sheet metals (e.g., Stainless steel, aluminum, galvanized)
- Rear axle configuration (single/tandem/tandem front steering/triple rear)
- Fire pump capacities & mounting locations (e.g., 1250/1500/2500 GPM Pump, rear/mid-mounted)
- Body configurations (e.g., Walk-In/Non-Walk-In body)
- Aerial categories (e.g., Construction/turntable positions/aerial device functions)
- Propulsion Type

EXAMPLE

<table>
<thead>
<tr>
<th>FIRE APPARATUS PRICING SCHEDULE</th>
<th>Percentage (%) off List Price*</th>
</tr>
</thead>
<tbody>
<tr>
<td>NOTE: Be sure to provide ALL models for each particular type of apparatus vehicle to be considered. Add/Insert additional lines as necessary. The following categories are just suggested; it is anticipated the name, number, and name of actual categories provided by proposer will vary significantly</td>
<td>(OR fixed price if % off pricing is not available)</td>
</tr>
<tr>
<td>AERIAL FIRE APPARATUS</td>
<td>EXAMPLE:</td>
</tr>
<tr>
<td>EXAMPLE:</td>
<td>EXAMPLE:</td>
</tr>
</tbody>
</table>
**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.

<table>
<thead>
<tr>
<th>Ford F-550 2-Door, Pumper, Stainless Steel Body, Single Axle, 1250 GPM Pump, Mid-Mounted</th>
<th>15% off List Price Or $550,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Options for each vehicle model or type may be listed here or as a separate options table</td>
<td>EXAMPLE: Entire catalog of options</td>
</tr>
<tr>
<td>AIRCRAFT RESCUE &amp; FIRE-FIGHTING VEHICLES</td>
<td>EXAMPLE: 10% Off List Price</td>
</tr>
<tr>
<td>PUMPER FIRE APPARATUS</td>
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<tr>
<td>PUMPER-TANKER / ELLIPTICAL-TANKER FIRE APPARATUS</td>
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<tr>
<td>SPECIAL SERVICE APPARATUS</td>
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<tr>
<td>WATERCRAFT RESCUE &amp; FIRE-FIGHTING VEHICLES</td>
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<tr>
<td>WILDLAND FIRE APPARATUS</td>
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<tr>
<td>OTHER: Other Apparatus</td>
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</tbody>
</table>

* Identify used to establish list price and publication date or expiration date.
ATTACHMENT E

PROPOSAL EVALUATION FORM

Proposals will be evaluated using a two-step process.

The first step evaluates the responsiveness of the proposer and determines 1) if the proposer is deemed fully responsive enabling the proposal to move to the second step and 2) if the proposal will be evaluated as a local response (within the State of Oregon), 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

<table>
<thead>
<tr>
<th>Component</th>
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<tbody>
<tr>
<td>Submitted on time</td>
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<td>Company name and RFP number on outermost packaging</td>
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<td>Included pricing structure</td>
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<td>Deemed Fully Responsive</td>
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<td>Categorized as Local, Regional or National</td>
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## Proposal Evaluation Form

### STEP 2

**Full Evaluation of Proposal**

### Point Value Definitions

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

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<th>Component Evaluated</th>
<th>Weight</th>
<th>Possible Points (1-5)</th>
<th>Total Points (Weight x PP)</th>
<th>Evaluator’s Comments</th>
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<tr>
<td>Pricing: Product price and discounts proposed included favorable pricing for cooperative purchasing. Shipping conditions. <em>PPW Section 7.0 and Pricing structure.</em></td>
<td>25</td>
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<td>Comments:</td>
<td></td>
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<tr>
<td>Product Line (Score only categories proposed): Breadth, variety, quality of product line and innovation of products. Warranty availability. <em>PPW Section 9.0.</em></td>
<td>15</td>
<td></td>
<td>Comments:</td>
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<tr>
<td>Marketing: 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. <em>PPW Section 4.0.</em></td>
<td>15</td>
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<td>Comments:</td>
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<td>Customer Service: Support dedicated to Participating Agencies. Ability to meet promised delivery timelines. Additional services offered. Conduct e-commerce. <em>PPW Sub-Sections 2.3 &amp; 2.4 and Section 6.0.</em></td>
<td>15</td>
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<td><strong>Proven Experience:</strong> Success in providing products and services in a timely manner. Years in business, references and reputation. Experience with cooperative purchasing. <strong>PPW Sub-Section 1.2.</strong></td>
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<tr>
<td><strong>Coverage:</strong> 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. <strong>PPW Section 3.0 and Exhibit 1.</strong></td>
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<td><strong>Conformance:</strong> 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. <strong>PPW Section 8.0 and 4.5 of RFP.</strong></td>
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<td>Comments:</td>
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**TOTAL** 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:


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
GRAY'S 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
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GRAYS HARBOR PORT OF
GRAYS HARBOR PUB DEV AUTH
GRAYS HARBOR TRANSIT
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HAZEL DELL SEWER DIST
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WHATCOM COUNTY
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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
ADAMS
ADRIAN
ALBANY
AMITY
ANTELOPE
ARLINGTON
ASHLAND
ASTORIA
ATHENA
AUMSVILLE
AURORA
BAKER CITY
BANDON
BANKS
BARLOW
BAY CITY
BEAVERTON
BEND
BOARDMAN
BONANZA
BROOKINGS
BROWNSVILLE
BURNS
BUTTE FALLS
CANBY
CANNON BEACH
CANYON CITY
CANYONVILLE
CARLTON
CASCADE LOCKS
CAVE JUNCTION
CENTRAL POINT
CHILOQUIN
CLATSKANIE
COBURG
COLUMBIA CITY
CONDON
COOSBAY
COQUILLE
CORNELIUS
CORVALLIS
COTTAGE GROVE
COVE
CRESWELL
CULVER
DALLAS
DAMASCAS
DAYTON
DAYVILLE
DEPOE BAY
DETROIT
DONALD
DRAIN
DUFUR
DUNDEE
DUNES CITY
DURHAM
EAGLE POINT
ECHO
ELGIN
ELKTON
ENTERPRISE
ESTACADA
EUGENE
FAIRVIEW
FALLS CITY
FLORENCE
FOREST GROVE
FOSSIL
GARBALDI
GASTON
GATES
GEARHART
GERVAIS
GLADSTONE
GLENDALE
GOLD BEACH
GOLD HILL
GRAIN
GRANTS PASS
GRASS VALLEY
GREENHORN
GRESHAM
HAINES
HALFWAY
HALSEY
HAPPY VALLEY
HARRISBURG
HELIX
HEPNER
HERMISTON
HILLSBORO
HINES
HOOD RIVER
HUBBARD
HUNTINGTON
IDANHA
IMBLER
INDEPENDENCE
IONE
IRRIGON
ISLAND CITY
JACKSONVILLE
JEFFERSON
JOHN DAY
JOHNSON CITY
JORANDA VALLEY
JOSEPH
JUNCTION CITY
KEIZER
KING CITY
KLAMATH FALLS
LA GRANDE
LAPINE
LAFAYETTE
LAKE OSWEGO
LAKESIDE
LAKEVIEW
LEBANON
LEXINGTON
LINCOLN CITY
LONEROCK
LONG CREEK
LOSTINE
LOWELL
LYONS
MADRAS
MALIN
MANZANITA
MAUPIN
MAYWOOD PARK
MCMINNVILLE
MEDFORD
MERRILL
METOLIUS
MILL CITY
MILLERSBURG
MILTON-
FREEmWATER
MILWAUKIE
MITCHELL
MOLALLA
MONMOUTH
MONROE
MONUMENT
MORO
MOSIER
MT ANGEL
MT VERNON
MYRTLE CREEK
MYRTLE POINT
NEHALEM
NEWBERG
NEWPORT
NORTH BEND
NORTH PLAINS
NORTH POWDER
NYSSA
OAKLAND
OAKRIDGE
OREGON CITY
PAISLEY
PENDLETON
PHILOMATH
PHOENIX
PILOT ROCK
PORT ORFORD
PORTLAND
POWERS
PRAIRIE CITY
PRESCOTT
PRINEVILLE
RAINIER
REDMOND
REEDSPORT
RICHLAND
RIDDLE
RIVERGROVE
ROCKAWAY
BEACH
ROGUE RIVER
ROSEBURG
RUFUS
SALEM
SANDY
SCAPPOUSE
SEACREST
SENeca
SHADY COVE
SHANIKO
SHERIDAN
SHERWOOD
SILETZ
SILVERTON
SISTERS
SODAVILLE
SPRAY
SPRINGFIELD
ST HELENS
ST PAUL
STANFIELD
STAYTON
SUBLIMITY
SUMMERVILLE
SUMPTER
SUTHERLIN
SWEET HOME
TALENT
TANGENT
THE DALLES
TIGARD
TOLEDO
TROUTDALE
TUALATIN
TURNER
UKIAH
UMATILLA
UNION
UNITY
VALE
VENETA
VERNONIA
WALDPORT
WALLOWA
WARRENTON
WASCO
WATERLOO
WESTLNN
WESTFIR
WESTON
WHEELER
WILLAMINA
WILSONVILLE
WINSTON
WOOD VILLAGE
WOODBURN
YACHATS
YAMHILL
YONCALLA

This may not be a complete list of all Oregon cities, but all other Oregon cities shall be incorporated by this reference.
Hawaii’s Counties

<table>
<thead>
<tr>
<th>Hawaii</th>
<th>Honolulu</th>
<th>Kalawao</th>
<th>Kaua’i</th>
<th>Maui</th>
</tr>
</thead>
</table>