LEAGUE OF OREGON CITIES RESTORATIVE AND DECONTAMINATION SERVICES FOR GOVERNMENT

Request for Proposal Solicitation No. 2065

CLOSE DATE EXTENSION

Due to the current world-wide Coronavirus (COVID-19) pandemic, 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 January 15, 2021. The subsequent contract milestone dates have also been updated based on this close date change.

All responses are directed to a 3rd party facility. The Response and Inquiries address has been updated and included.

Pursuant to RFP Section 4.2.2, Proposers are hereby notified that the close date has been extended for RESTORATIVE AND DECONTAMINATION SERVICES FOR GOVERNMENT.

Deadline for submission of proposals is 5:00 P.M. PST on January 15, 2021.

All Proposals must be signed, sealed, and addressed to:

LOC "RESTORATIVE AND DECONTAMINATION SERVICES FOR GOVERNMENT RFP" #2065 LEAGUE OF OREGON CITIES

c/o Jamie Johnson-Davis, RFP Manager 1567 Edgewater Street NW Salem, OR 97304

and marked "RFP #2065 RESTORATIVE AND DECONTAMINATION SERVICES FOR GOVERNMENT"

Proposed Opening Date: January 18, 2021

Approximate Selection and Negotiation Period: February 1, 2021 to February 15, 2021

Approximate Award of Proposal: March 8, 2021

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

INQUIRIES:

LOC "RESTORATIVE AND DECONTAMINATION SERVICES FOR GOVERNMENT RFP" #2065 LEAGUE OF OREGON CITIES

c/o Jamie Johnson-Davis, RFP Manager 1567 Edgewater Street NW Salem, OR 97304

rfp@orcities.org

NOTE: LEAGUE OF OREGON CITIES PUBLISHES ITS NOTICE OF SOLICITATIONS IN THE OREGON DAILY JOURNAL OF COMMERCE, USA TODAY, AND ONLINE AT www.orcities.org, http://www.findrfp.com and www.nppgov.com

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

NOTICE OF SOLICITATION

LEAGUE OF OREGON CITIES

RFP NUMBER 2065

SOLICITATION FOR: RESTORATIVE AND DECONTAMINATION SERVICES FOR GOVERNMENT

Notice is hereby given that the LEAGUE OF OREGON CITIES (LOC) will accept sealed proposals for **RESTORATIVE** AND DECONTAMINATION SERVICES FOR GOVERNMENT at the address listed below, until 5:00 PM PST on NOVEMBER 30TH, 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 "RESTORATIVE AND DECONTAMINATION SERVICES FOR GOVERNMENT RFP" #2065 LEAGUE OF OREGON CITIES

c/o Jamie Johnson-Davis, RFP Manager 1567 Edgewater Street NW Salem, OR 97304

All Proposals must clearly state RFP #2065 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 "RESTORATIVE AND DECONTAMINATION SERVICES FOR GOVERNMENT RFP" #2065 LEAGUE OF OREGON CITIES

> c/o Jamie Johnson-Davis, RFP Manager 1567 Edgewater Street NW **Salem, OR 97304** 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: RESTORATIVE AND DECONTAMINATION SERVICES FOR GOVERNMENT

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 RESTORATIVE AND DECONTAMINATION SERVICES FOR GOVERNMENT.

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 RESTORATIVE AND DECONTAMINATION SERVICES FOR GOVERNMENT 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 RESTORATIVE AND DECONTAMINATION SERVICES FOR GOVERNMENT 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

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 RESTORATIVE AND DECONTAMINATION SERVICES FOR GOVERNMENT 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 in 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 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 <u>Indemnification</u>

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

3.3.2 <u>Insurance Requirements</u>.

Proposer(s), at Proposer(s)'s own expense, shall purchase and maintain the herein stipulated minimum insurance from a reputable company or companies duly licensed by the State of Oregon. In lieu of State of Oregon licensing, the stipulated insurance may be purchased from a company or companies 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 <u>Commercial</u>, automobile and workers' compensation insurance.
 - 3.3.3.1 <u>Commercial General Liability</u>. Proposer(s) shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of the Master Price Agreement.
 - 3.3.3.2 <u>Automobile Liability</u>. Proposer(s) shall maintain Automobile Liability Insurance and, if necessary, <u>Commercial Umbrella Insurance</u>. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included.
 - 3.3.3.3 Workers' Compensation 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: OCTOBER 14th, 2020

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 2065, 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 <u>Submission of Proposals</u>

There will be no mandatory pre-proposal meeting. All questions must be submitted via email as directed above. If necessary, questions can be submitted in writing to LEAGUE OF OREGON CITIES, c/o Jamie Johnson-Davis, RFP Manager -1567 Edgewater Street NW Salem, OR 97304or rfp@orcities.org.

Close date: Deadline for submission of proposals is <u>5:00 PM PST</u>, on <u>NOVEMBER 30TH</u>, <u>2020</u>. The LOC must receive all proposals before <u>5:00 PM PST</u> on the above closing date in the office of the LEAGUE OF OREGON CITIES, c/o Jamie Johnson-Davis, RFP Manager -1567 Edgewater Street NW Salem, OR 97304.

Approximate opening date: 9:00 AM PST on DECEMBER 1ST, 2020 at the office of the LEAGUE OF OREGON CITIES, c/o Jamie Johnson-Davis, RFP Manager -1567 Edgewater Street NW Salem, OR 97304

Proposal selection: DECEMBER 1ST, 2020 to DECEMBER 15TH, 2020.

Approximate award date: JANUARY 4TH, 2021.

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 Jamie Johnson-Davis, RFP Manager 1567 Edgewater Street NW Salem, OR 97304

Administrative telephone inquiries shall be addressed to:

Mike Cully

Email inquiries shall be addressed to: rfp@orcities.org

<u>Inquiries are required to be submitted by email to the Administrative Contact listed above.</u> 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 Jamie Johnson-Davis, RFP Manager 1567 Edgewater Street NW Salem, OR 97304

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 "RESTORATIVE AND DECONTAMINATION SERVICES FOR GOVERNMENT RFP" #2065
LEAGUE OF OREGON CITIES
c/o Jamie Johnson-Davis, RFP Manager
1567 Edgewater Street NW
Salem, OR 97304

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

4.4 EXCEPTIONS AND DEVIATIONS TO THE RFP

The Proposer shall identify and list all exceptions taken to all sections of this RFP and list these exceptions, referencing the section (paragraph) where the exception exists and stating the proposed

revision. The Proposer shall list these exceptions under the heading, "Exception to the Solicitation, RFP Number 2065." Exceptions not listed under the heading "Exception to the Solicitation, RFP Number 2065." 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 2065.
- 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 c/o Jamie Johnson-Davis, RFP Manager -1567 Edgewater Street NW Salem, OR 97304 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 o	f 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 No
✓	Do you have a national distribution network that will support sales resulting from this RFP? Yes No 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 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 No
	Provide at least three references of government agencies within the United States that have purchased s/services from Proposer similar to those specified in this solicitation within the last year. If proposed s/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 ma	ay use other information, however learned, in evaluation of the response.

L

- 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:			
	rvice(s), describe the Proposer's ability to conduct E-		
commerce or online ordering. [Insert response	onse in box below]		
2.4 Describe Proposer's system for process	ing orders from point of customer contact through delivery		
and billing. [Insert response in box below]	mg erasis nem pemier erasismer venase une agn aen ver		
	letailed electronic reporting of quarterly sales correlated with ting Agency purchases as set forth in Addendum A to		
	a copy of which is available upon request from the LOC.		
[Insert response in box below]	, a copy of which is available upon request from the Boo.		
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 wit	th Davis Bacon wage requirements where labor is concerned		
by indicating "yes" or "no" below.	5 1		
	this RFP, Proposer agrees, if applicable, to comply with all		
	, Chapter II, PART 200—UNIFORM ADMINISTRATIVE AND AUDIT REQUIREMENTS FOR FEDERAL		
AWARDS contained in Title 2 C.F.R. § 20			
71.7711000 contained in True 2 C.1 .R. § 20	o et seq. maicate yes of no below.		
2.9 Complete Exhibit 1, located at the end of	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 NO NO
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 Check 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:

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

Contact Person:	Title:	
Mailing Address:		
City:	State & Zip:	
Email Address:		
Phone #:	Fax #:	
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 Replacen	nent policy (i.e.,	damaged or det	fective goods).	[Insert response	in box below]	
6.3 Minimun	n order requiren	nent (e.g., Indivi	dual item vs. ca	se lot). [Insert r	esponse in box	below]
		lays of operation				
Monday:	Tuesday:	Wednesday:	Thursday:	Friday:	Saturday:	Sunday:
6.5.0 1.1.0	1 55 /	• 1 1	1 7			
6.5 Special C	orders. [Insert re	esponse in box b	below]			
6.6 Post sale	services issues.	[Insert respons	e in box below]			
applicable, at	uthorized factor	g repair warrant y repair facilitie				
response in b	ox below]					
6.8 Technica	l support service	es Proposer prov	vides. [Insert re	sponse in box be	elow]	
6.9 Product substitution policy. [Insert response in box below]						
1 , 1						
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]
, i

7.0 DELIVERY AND FREIGHT CHARGES:

7.1 Identify delivery and/or shipping costs or provide a shipping rate schedule based on weight, item, and/or destination for <u>all items ordered</u> within the continental U.S. (and Hawaii/Alaska). The Proposer shall identify all exceptions to this shipping rate schedule. [Insert response in box below]			
7.2 Identify policy for transfer of product ownership (delivery) and damage/issue resolution. [Insert			
response in box below]			
3.0 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.			
0.0 WARRANTY INFOMATION:			
9.1 Identify warranty options, if applicable. [Insert response in box below]			

Exhibit 1

RESTORATIVE AND DECONTAMINATION SERVICES FOR GOVERNMENT Coverage RETAIL, DISTRIBUTION AND SERVICE/SUPPORT LOCATIONS

Number of retail Number of Number of support stores in each state? distribution centers locations in each (leave blank for state? (leave blank in each state? none) (leave blank for for none) 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**

	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)
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)
		Tido

ATTACHMENT C

SPECIFICATIONS

RESTORATIVE AND DECONTAMINATION SERVICES FOR GOVERNMENT

These specifications are intended to cover the complete range of RESTORATIVE AND DECONTAMINATION SERVICES FOR GOVERNMENT. 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.

- CATEGORY 1: DAMAGE REPAIR & RECONSTRUCITON: Including but not limited Water Damage, Flood Damage, Fire & Smoke Damage, Mold Remediation, Wind & Storm Damage, Reconstruction, Trauma & Biohazard Cleanup.
- CATEGORY 2: DECONTAMINATION & COVID-19 CLEANING: Including but not limited to Biohazard Cleaning & Decontamination for Classroom, Large Facility, Public Spaces, Government Facilities, Public Safety & security-related services pertaining to facility management systems, fire, rescue, emergency and disaster response.
- **CATEGORY 3:** OTHER: Other solutions, applications, tools, and equipment related to Damage Repair & Decontamination.
- **CATEGORY 4: SERVICE & MAINTENANCE**: Including but not limited to support services and maintenance for products offered in other categories within this RFP.

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

RESTORATIVE AND DECONTAMINATION SERVICES FOR GOVERNMENT			
Product Category	Percentage (%) off List Price*		
	(OR fixed price if % off pricing is not available)		
	pricing is not available)		
DAMAGE REPAIR & RECONSTRUCTION			
DECONTAMINTAION & COVID-19 CLEANING			
SERVICE, & MAINTENANCE			
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

Component	YES		NO	
Submitted on time				
Company name and RFP number on outermost				
packaging				
Completed Proposer Profile Workbook (PPW)				
Included pricing structure				
Included references				
Proposal signed				
Deemed Fully Responsive	YES		NO	
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
Pricing: Product price and discounts proposed included favorable pricing for cooperative purchasing. Shipping conditions. PPW Section 7.0 and Pricing structure.	25			Comments:
Product Line (Score only categories proposed): Breadth, variety, quality of product line and innovation of products. Warranty availability. PPW Section 9.0.	15			Comments:
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. PPW Section 4.0.	15			Comments
Customer Service: Support dedicated to Participating Agencies. Ability to meet promised delivery timelines. Additional services offered. Conduct e-commerce. PPW Sub-Sections 2.3 & 2.4 and Section 6.0.	15			Comments:

	1	
Proven Experience: Success		Comments:
in providing products and		
services in a timely manner.	15	
Years in business,		
references and reputation.		
Experience with cooperative		
purchasing.		
PPW Sub-Section 1.2.		
Coverage: Ability to provide		Comments:
products and services for		
indicated coverage region	10	
including distribution, retail		
& service facilities,		
coordination of		
manufacturer and		
distribution, and staff		
availability. Clearly states		
distribution model and		
provides dealer list if		
applicable.		
PPW Section 3.0 and Exhibit 1.		
Conformance: Completeness		Comments:
of proposal and the degree		
to which the Proposer	5	
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.		
PPW Section 8.0 and 4.5 of		
RFP.		
		General Comments:
TOTAL	100	
	-	

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

	vicing Washington State AGREES to sell items included in this solicitation to WIPHE at prices offered, unless otherwise noted below:
Σ	OES NOT agree to sell to WIPHE Institutions.
	GREES to sell to WIPHE Institutions at same prices and discounts, with the following (attach additional pages as necessary)
	st state geographic areas or specific institution(s) listed below within the State of Washington that (DED from the contract(s) resulting from this solicitation:
Washingto	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 CHELAN COUNTY PUD 1

CHELAN DOUGLAS COUNTY HEALTH DIST PUYALLUP SCHOOL DIST 3

KITSAP COUNTY CHENEY CARE CENTER

FIFE SCHOOL DIST 417 CHILD CARE RESOURCE & REFERRAL **RIVERVIEW SCHOOL DIST 407** CHILDRENS THERAPY CENTER

GONZAGA UNIVERSITY **CHIMACUM SCHOOL DISTRICT 49** PLANNED PARENTHOOD OF WESTERN

CLALLAM COUNTY

CLALLAM COUNTY FIRE DISTRICT WASHINGTON SNOHOMISH COUNTY CLALLAM COUNTY HOSPITAL DISTRICT MASON COUNTY CLALLAM COUNTY PUD

FEDERAL WAY SCHOOL DIST CLARK COUNTY

SPOKANE COUNTY CLARK COUNTY FIRE DISTRICT

ISSAQUAH SCHOOL DIST 411 CLARK COUNTY PUD

ADAMS COUNTY FIRE DISTRICT CLE ELUM-ROSLYN SCHOOL DISTRICT 404 ADAMS COUNTY HEALTH DISTRICT **CLOVER PARK SCHOOL DISTRICT 400** AFFILIATED HEALTH SERVICES CNTRL WHIDBEY FIRE & RESCUE ALDERWOOD WATER DISTRICT COAL CREEK UTILITY DISTRICT

ANACORTES PORT OF COALITION AGAINST DOMESTIC VIOLENCE

ANACORTES SCHOOL DISTRICT 103 COLUMBIA COUNTY

ANNAPOLIS WATER DISTRICT

COLUMBIA IRRIGATION DISTRICT ASOTIN COUNTY COLUMBIA MOSQUITO CONTROL DISTRICT

AUBURN SCHOOL DISTRICT 408 COMMUNITY CHRISTIAN ACADEMY

BAINBRIDGE IS SCHOOL DISTRICT 303 COMMUNITY PSYCHIATRIC CLINIC

BAINBRIDGE ISLAND FIRE DEPARTMENT **COMMUNITY TRANSIT**

BAINBRIDGE ISLAND PARKS CONFEDERATED TRIBES OF CHEHALIS **BATTLE GROUND SCHOOL DISTRICT 119** CONSOLIDATED DIKING IMPROVEMENT DIST

BELLEVUE SCHOOL DISTRICT 405 CONSOLIDATED IRRIGATION

BELLINGHAM PORT OF COWLITZ COUNTY

BELLINGHAM SCHOOL DISTRICT 501 COWLITZ COUNTY FIRE DISTRICT

BENTON COUNTY **COWLITZ COUNTY PUD**

BENTON COUNTY FIRE DISTRICT CROSS VALLEY WATER DISTRICT BENTON COUNTY PUD DAYTON SCHOOL DISTRICT 2

BENTON FRANKLIN COUNTY DOUGLAS COUNTY

BENTON FRANKLIN PRIVTE INDUST CNCL DOUGLAS COUNTY FIRE DISTRICT

BENTON PORT OF DOUGLAS COUNTY PUD

BETHEL SCHOOL DISTRICT 403 DRUG ABUSE PREVENTION CENTER

BIG BROTHERS BIG SISTERS OF KING CO E COLUMBIA BASIN IRRIGATION DIST

BIRCH BAY WATER & SEWER DISTRICT EAST WENATCHEE WATER BLANCHET SCHOOL DISTRICT EATONVILLE SCHOOL DIST 404

BREMERTON KITSAP CO HEALTH DISTRICT **EDMONDS SCHOOL DISTRICT 15**

BREMERTON PORT OF **EDUCATIONAL SERVICE DIST 114 BREMERTON SCHOOL DISTRICT 100 EDUCATIONAL SERVICE DISTRICT 113**

BURLINGTON EDISON SCHOOL DIST 100 ELLENSBURG SCHOOL DIST 401

CANCER RESEARCH AND BOISTATISTICS ENUMCLAW SCHOOL DIST

CASCADE BLUE MT FD SHR EVERETT PORT OF

CASCADE IRRIGATION DISTRICT EVERETT PUBLICE FACILITIES DIST

CASHMERE SCHOOL DISTRICT 222 **EVERGREEN MANOR INC**

CATHOLIC COMM SVCS OF KING CO **EVERGREEN SCHOOL DIST 114** CENTRAL KITSAP SCHOOL DISTRICT 401 FEDERAL WAY FD

CENTRAL WAS COMP MENTAL HEALTH FERRY COUNTY

CENTRALIA SCHOOL DISTRICT 40 FERRY COUNTY PUBLIC HOSPITAL FERRY OKAHOGAN FPD

CHEHALIS SCHOOL DISTRICT 302

FOSS WATERWAY DEVELOPMENT AUTHORITY CHELAN COUNTY

CHELAN COUNTY COMMUNITY HOSPITAL FRANKLIN COUNTY CHELAN COUNTY FIRE DISTRICT FRANKLIN COUNTY PUD FRANKLIN PIERCE SCHOOL DIST 402

FRIDAY HARBOR PORT OF

GARDENA FARMS IRRIGATION DIST 13

GARFIELD COUNTY

GRAND COULEE PROJECT

GRANDVIEW SCHOOL DIST 116/200

GRANITE FALLS SCHOOL DIST 332

GRANT COUNTY

GRANT COUNTY HEALTH DIST

GRANT COUNTY PUD GRAYS HARBOR COUNTY

GRAYS HARBOR COUNTY FIRE DIST GRAYS HARBOR COUNTY PUD # 1

GRAYS HARBOR PORT OF

GRAYS HARBOR PUB DEV AUTH

GRAYS HARBOR TRANSIT GRIFFIN SCHOOL DIST 324

HARBORVIEW MEDICAL CENTER

HAZEL DELL SEWER DIST

HEALTHY MOTHERS HEALTHY BABIES COAL

HIGHLINE SCHOOL DIST 401 HIGHLINE WATER DIST

HOMESIGHT HOPELINK

HOQUIAM SCHOOL DIST 28

HOUSING AUTHORITY OF PORTLAND

ILWACO PORT OF

INCHELIUM SCHOOL DIST 70

ISLAND COUNTY

ISLAND COUNTY FIRE DIST

JEFFERSON COUNTY

JEFFERSON COUNTY FIRE DIST

JEFFERSON COUNTY LIBRARY JEFFERSON COUNTY PUD JEFFERSON GENERAL HOSPITAL

KARCHER CREEK SEWER DIST

KELSO SCHOOL DIST 458

KENNEWICK GENERAL HOSPITAL KENNEWICK SCHOOL DISTRICT 17

KENT SCHOOL DIST 415

KETTLE FALLS SCHOOL DIST 212

KING COUNTY

KING COUNTY FIRE DIST

KING COUNTY HOUSING AUTHORITY

KING COUNTY LIBRARY

KING COUNTY WATER SEWER

KINGSTON PORT OF

KITSAP COUNTY FIRE & RESCUE

KITSAP COUNTY LIBRARY KITSAP COUNTY PUD 1

KITTITAS COUNTY

KITTITAS COUNTY PUD KITTITAS COUNTY RECLAMATION DIST

KLICKITAT COUNTY

KLICKITAT COUNTY PUD

LAKE CHELAN RECLAMATION DIST LAKE STEVENS SCHOOL DIST 4

LAKE WASHINGTON SCHOOL DIST 414

LAKEHAVEN UTILITY DIST LAKEWOOD SCHOOL DIST 306

LEWIS CO PUD 1 LEWIS COUNTY

LEWIS COUNTY FIRE DIST

LEWIS PUBLIC TRANSPORTATION LIBERTY LAKE SEWER & WATER DIST

LINCOLN COUNTY

LINCOLN COUNTY FIRE DIST

LONGVIEW PORT OF

LONGVIEW SCHOOL DIST 122 LOTT WASTEWATER ALLIANCE

LUMMI INDIAN NATION
MANCHESTER WATER DIST
MARYSVILLE SCHOOL DIST 25
MASON COUNTY FIRE DIST

MASON COUNTY PUD MEAD SCHOOL DIST 354

METRO PARK DISTRICT OF TACOMA

MID COLUMBIA LIBRARY MIDWAY SEWER DISTRICT MONROE SCHOOL DIST 103 MORTON SCHOOL DIST 214 MOSES LAKE PORT OF

MOUNT BAKER SCHOOL DIST MT VERNON SCHOOL DISTRICT 320

MUKILTEO SCHOOL DIST 6 MUKILTEO WATER DIST NAVAL STATION EVERETT NE TRI COUNTY HEALTH DIST

NORTH CENTRAL REGIONAL LIBRARY DIST

NORTH KITSAP SCHOOL DIST 400 NORTH SHORE UTILITY DISTRICT NORTH THURSTON SCHOOL DISTRICT NORTHSHORE SCHOOL DIST 417

NORTHWEST KIDNEY CTR

NORTHWEST WORK FORCE DEVELOPMENT CO

NW REGIONAL COUNCIL

OAK HARBOR SCHOOL DIST 201 OAKVILLE SCHOOL DIST 400 OCOSTA SCHOOL DIST 172 OKANOGAN COUNTY

OKANOGAN COUNTY FIRE DIST OKANOGAN COUNTY PUD OKANOGAN SCHOOL DISTRICT

OLYMPIA PORT OF

OLYMPIA SCHOOL DISTRICT 111

OLYMPIA THURSTON CHAMBER FOUNDATION

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

PIERCE COUNTY

PIERCE COUNTY FIRE DIST PORT ANGELES PORT OF

PERRY TECHNICAL INSTITUTE

PORT ANGELES SCHOOL DISTRICT 121

PRESCOTT SCHOOL DIST

PUGET SOUND CLEAN AIR AGENCY

PUGET SOUND SCHOOL DIST

QUINCY COLUMBIA BASIN IRRIG DIST

RICHLAND SCHOOL DIST 400 S KITSAP SCHOOL DISTRICT 402 S SNOHOMISH CO PUBLIC FAC DIST

SAFEPLACE

SAMISH WATER DIST

SAMMAMISH WATER AND SEWER DIST

SAN JUAN COUNTY

SAN JUAN COUNTY FIRE DIST SEA MAR COMM HEALTH CTR SEATTLE JEWISH PRIMARY SCHOOL

SEATTLE PORT OF SEATTLE SCHOOL DIST 1 SEATTLE UNIVERSITY

SECOND AMENDMENT FOUNDATION

SECOND CHANCE INC

SENIOR OPPORTUNITY SERVICES SHELTON SCHOOL DISTRICT 309

SILVERDALE WATER SKAGIT COUNTY

SKAGIT COUNTY CONSERVATION DIST

SKAGIT COUNTY FIRE DIST

SKAGIT COUNTY ISLAND HOSPITAL

SKAGIT COUNTY PORT OF SKAGIT COUNTY PUD 1 SKAGIT TRANSIT SKAMANIA COUNTY SKOOKUM INC

SNOHOMISH COUNTY LIBRARY SNOHOMISH COUNTY PUD SNOHOMISH HEALTH DISTRICT SNOHOMISH SCHOOL DISTRICT 201 SOAP LAKE SCHOOL DISTRICT 156 SOOS CREEK WATER AND SEWER DIST

SOUND TRANSIT

SOUTH COLUMBIA BASIN IRRIG DIST SOUTH EAST EFFECTIVE DEVELOPMENT SOUTH SOUND MENTAL HEALTH SERVICES SOUTHWEST YOUTH & FAMILY SERVICES

SPECIAL MOBILITY SERVICES INC

SPOKANE CO AIR POLLUTION CNTRL AUTHORITY

SPOKANE COUNTY FIRE DIST SPOKANE COUNTY LIBRARY SPOKANE SCHOOL DISTRICT 81 ST JOSEPH/MARQUETTE SCHOOL STANWOOD SCHOOL DIST 410

STEVENS COUNTY STEVENS COUNTY PUD

STILLAGUAMISH TRIBE OF INDIANS SUMNER SCHOOL DISTRICT 320

SUNNYSIDE PORT OF

SUNNYSIDE SCHOOL DISTRICT 201

SUQUAMISH TRIBE SW CLEAN AIR AGENCY SWINOMISH TRIBE

TACOMA DAY CHILD CARE AND PRESCHOOL

TACOMA MUSICAL PLAYHOUSE

TACOMA PORT OF

TACOMA SCHOOL DISTRICT 10

TACOMA-PIERCE CO

TAHOMA SCHOOL DISTRICT 409 TERRACE HEIGHTS SEWER DISTRICT THURSTON COMMUNITY TELEVISION

THURSTON COUNTY

THURSTON COUNTY CONSERVATION DIST

THURSTON COUNTY FIRE DISTRICT TOPPENISH SCHOOL DISTRICT 202

TOUCHET SD 300

TRIUMPH TREATMENT SERVICES TUKWILA SCHOOL DIST 406 TUMWATER SCHOOL DISTRICT 33

U S DEPARTMENT OF TRANSPORTATION

UNITED WAY OF KING COUNTY UNIVERSITY PLACE SCHOOL DIST UPPER SKAGIT INDIAN TRIBE VAL VUE SEWER DISTRICT

VALLEY TRANSIT

VALLEY WATER DISTRICT VANCOUVER PORT OF

VANCOUVER SCHOOL DISTRICT 37 VASHON ISLAND SCHOOL DISTRICT 402

VERA IRRIGATION

VETERANS ADMINISTRATION VOLUNTEERS OF AMERICA

WA ASSOC OF SCHOOL ADMINISTRATORS WA ASSOC SHERIFFS & POLICE CHIEFS WA GOVERNMENTAL ENTITY POOL WA LABOR COUNCIL AFL-CIO WA PUBLIC PORTS ASSOCIATION

WA RESEARCH COUNCIL

WA ST ASSOCIATION OF COUNTIES
WA STATE PUBLIC STADIUM AUTHORITY

WAHKIAKUM COUNTY WALLA WALLA COLLEGE WALLA WALLA COUNTY

WALLA WALLA COUNTY FIRE DISTRICT

WALLA WALLA PORT OF WALLA WALLA SD 140

WASHINGTON ASSOCIATION

WASHINGTON COUNTIES RISK POOL

WASHINGTON FIRE COMMISSIONERS ASSOC

WASHINGTON HEALTH CARE ASSOCIATION WASHINGTON PUBLIC AFFAIRS NETWORK WASHINGTON STATE MIGRANT COUNCIL WEST VALLEY SCHOOL DISTRICT 208 WEST VALLEY SCHOOL DISTRICT 363 WESTERN FOUNDATION THE WHATCOM CONSERVATION DIST WHATCOM COUNTY WHATCOM COUNTY FIRE DISTRICT WHATCOM COUNTY RURAL LIBRARY DIST WHIDBEY GENERAL HOSPITAL WHITMAN COUNTY WHITWORTH WATER WILLAPA COUNSELING CENTER WILLAPA VALLEY SCHOOL DISTRICT 160 WILLAPA VALLEY WATER DISTRICT WINLOCK SCHOOL DISTRICT 232 WOODINVILLE FIRE & LIFE SAFETY DIST WOODLAND PORT OF YAKIMA COUNTY YAKIMA COUNTY FIRE DISTRICT YAKIMA COUNTY REGIONAL LIBRARY YAKIMA SCHOOL DISTRICT 7

YAKIMA VALLEY FARMWORKERS CLINIC YAKIMA-TIETON IRRIGATION DISTRICT YELM COMMUNITY SCHOOL DISTRICT YMCA - TACOMA PIERCE COUNTY YMCA OF GREATER SEATTLE

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

ATTACHMENT H

ELIGIBLE POLITICAL SUBDIVISIONS BY STATE

ATTACHMENT H: ELIGIBLE POLITICAL SUBDIVISION BY STATE is included as a separate document and incorporated by reference herein.