

# LEAGUE OF OREGON CITIES

## Amendment 2 to Request for Proposal No. 2470

### FITNESS AND WELLNESS SERVICES AND EQUIPMENT

#### SECOND CLOSE DATE EXTENSION

Due to deadline pressure from the holidays, the dates of this RFP have been extended a second time to allow adequate time for review and response for all eligible vendors. Pursuant to RFP Section 4.2.2, Proposers are hereby notified that the close date has been extended for Fitness And Wellness Services And Equipment RFP #2470. The extended close date for this RFP will be January 24, 2025. The subsequent contract milestone dates have also been updated based on this close date change.

Deadline for submission of proposals is the end of the day on January 24, 2025.

All Proposals must be signed and uploaded to the designated website. Only those proposals received at the designated website by the due date and time will be considered.

**Website:**

**[CLICK HERE TO SUBMIT A PROPOSAL FOR RFP 2470](#)**

Proposed Opening Date: January 27, 2025

Approximate Selection and Negotiation Period: January 28, 2025 to February 18, 2025

Approximate Award of Proposal: February 19, 2025

INQUIRIES:

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

or

**LOC "FITNESS AND WELLNESS SERVICES AND EQUIPMENT" RFP #2470  
LEAGUE OF OREGON CITIES  
c/o Kevin Toon  
1201 Court St.  
NE Suite 200  
Salem, OR 97301**

**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.orcities.org) and [www.nppgov.com](http://www.nppgov.com).

REQUESTS FOR PROPOSALS (RFPs) ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING ONLINE AT [www.orcities.org](http://www.orcities.org) and [www.nppgov.com](http://www.nppgov.com).

# LEAGUE OF OREGON CITIES

## Request for Proposal No. 2470

### FITNESS AND WELLNESS SERVICES AND EQUIPMENT

### CLOSE DATE EXTENSION

Pursuant to RFP Section 4.2.2, Proposers are hereby notified that the close date has been extended for Fitness and Wellness Services and Equipment RFP #2470. The extended close date for this RFP will be January 10, 2025. The subsequent contract milestone dates have also been updated based on this close date change.

The deadline for submission of proposals is the end of the day on January 10, 2025.

All Proposals must be signed and uploaded to the designated website. Only those proposals received at the designated website by the due date and time will be considered.

**Website:**

**[CLICK HERE TO SUBMIT A PROPOSAL FOR RFP 2470](#)**

Proposed Opening Date: January 13, 2025

Approximate Selection and Negotiation Period: January 14, 2025 to February 4, 2025

Approximate Award of Proposal: February 5, 2025

**INQUIRIES:**

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

**or**

**LOC "FITNESS AND WELLNESS SERVICES AND EQUIPMENT" RFP #2470**

**LEAGUE OF OREGON CITIES**

**c/o Kevin Toon**

**1201 Court St.**

**NE Suite 200**

**Salem, OR 97301**

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# NOTICE OF SOLICITATION

## LEAGUE OF OREGON CITIES

**RFP NUMBER 2470**

### **SOLICITATION FOR: FITNESS AND WELLNESS SERVICES AND EQUIPMENT**

Notice is hereby given that the LEAGUE OF OREGON CITIES (LOC) will accept proposals for Fitness and Wellness Services and Equipment at the electronic address listed below, until the end of the day on **DECEMBER 20, 2024**. 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 and uploaded to the designated website. Only those proposals received at the designated website by the due date and time will be considered.

**Website:**

**[CLICK HERE TO SUBMIT A PROPOSAL FOR RFP 2470](#)**

INQUIRIES:

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

or

**LOC “FITNESS AND WELLNESS SERVICES AND EQUIPMENT RFP” #2470  
LEAGUE OF OREGON CITIES**

**c/o Kevin Toon  
1201 Court St. NE  
Suite 200  
Salem, OR 97301**

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: **FITNESS AND WELLNESS SERVICES AND EQUIPMENT**

#### **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 and non-profit entities across the United States and Canada, K-12 and Higher education, Tribal government, and other public entities which includes members of Public Safety GPO, First Responders GPO, and Law Enforcement GPO. As required by certain states and provinces, LOC and NPPGov have prepared an Attachment referencing eligible Members that also can be found on the LOC and NPPGov web sites. This procurement group is soliciting proposals from qualified companies (hereinafter referred to as “Proposer”) to enter into a Master Price Agreement for Fitness and Wellness Services and Equipment.

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 Fitness and Wellness Services and Equipment 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 Fitness and Wellness Services and Equipment 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. Proposer(s) agrees to make the same proposal terms and price, exclusive of any possible rebates, incentives, freight and transportation fees, available to other Participating Agencies. The LOC and NPPGov will not incur any direct liability with respect to specifications, delivery, payment, or any other aspect of purchases by such Participating Agencies or nonprofit institutions. The Intergovernmental Cooperative Purchasing Agreement is incorporated by reference herein and is available upon request — See Attachment A.

The successful Proposer must work directly with the Participating Agencies concerning the placement of orders, disputes, invoicing and payment. The LOC and NPPGov shall not be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any Participating Agency. Successful Proposers must comply with the state and local laws, rules and regulations in each state and locality where the product or service is provided.

1.3.2 Each Participating Agency shall execute a Participating Agency Endorsement and Authorization included in the Intergovernmental Cooperative Purchasing Agreement. While the terms of the Master Price Agreement shall govern the general pricing terms, each Participating Agency may request modification of the Master Price Agreement in accordance with each Participating Agency's state and/or local purchasing laws, rules, regulations and procedures, provided said modifications are not material changes. Each Participating Agency may, at its discretion, and upon written agreement by the Participating Agency and Successful Proposer, request additional legal and procedural provisions not included herein that the successful Proposer must adhere to if it wishes to conduct business with said Participating Agency using the Master Price Agreement.

1.3.3 NPPGov, Public Safety GPO, First Responders GPO, and Law Enforcement GPO provide vendor exposure/marketing and contract utilization support for the successful Proposer's products and services. Successful Proposers servicing the awarded contract to Participating Agencies shall pay a Contract Administration Fee representing 2% percent of actual net sales under the Master Price Agreement as established in the NPPGov Vendor Administration Agreement (available upon request). Administration fee may not be listed or charged as a separate line item to users of the contract. The value of trade-ins or rebates shall not affect the amount of the administration fee paid to NPPGov.

### 1.4 MULTIPLE AWARDS

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

simultaneously in the best interests of local commerce, compliance with local laws, and the Participating Agencies nationwide.

Proposers should be able to serve the needs of Participating Agencies on a national basis. However, this requirement shall not exclude local Proposers without a national presence that are capable of meeting the requirements of the LOC within the state of Oregon.

## 1.5 CONTRACT USAGE

The actual utilization of any Master Price Agreement will be at the sole discretion of LOC and the other Participating Agencies. It is the intent of this Request for Proposal and resulting Master Price Agreement that Participating Agencies may buy directly from Successful Proposers without the need for further solicitation. However, Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements as well as the need of further notice prior to utilizing the Master Price Agreement

## 1.6 BACKGROUND OF NPPGov

NPPGov, owned by two non-profit healthcare organizations, provides group purchasing opportunities and purchasing administrative support for governmental entities and nonprofit institutions within its membership. NPPGov's membership includes participating public and nonprofit entities across North America.

## 1.7 EQUAL OPPORTUNITY

The LOC encourages Minority and Women-owned Small Business Proposers to submit proposals.

## 1.8 QUALIFIED REHABILITATION FACILITIES

*Oregon Public Agencies are prohibited from use of products and services offered under this contract that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List pursuant to ORS 279.835 ORS 279.855.*

## 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 Fitness and Wellness Services and Equipment offered as set forth in ATTACHMENT C. The primary objective is for the Proposer(s) to provide the Proposer(s)'s entire catalog of products and services ("catalog discount") that are responsive to this RFP so that Participating Agencies may order a broad range of products and services as appropriate for their needs. Anticipated future models and related products/services that may be offered during the term of the resulting Master Price Agreement should also be included in Vendor's Proposal.

- 2.2.2 All products offered must be new, unused and the most current product lines, unless otherwise clearly identified as remanufactured goods.
- 2.2.3 Describe any special programs that Proposer offers that shall improve the ability of the Participating Agencies to access the products, such as retail store availability, expedited delivery intervals, item sourcing, or other unique plans and services.
- 2.2.4 Additional Benefits: Proposer shall identify any other added value it offers to the LEAGUE OF OREGON CITIES (“LOC”) and Participating Agencies (e.g. convenience cards, individual/member discounts, additional admin fee, etc.)

### 2.3 PRICING:

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

- A A fixed percentage (%) off *marked price* based on the Proposer’s catalog or retail store price for each CATEGORY specified in ATTACHMENT D – PRICING SCHEDULE. Proposer shall identify the catalog used.

**Option (A) is preferred.** If option (A) is not feasible proposer may use option (B) provided Proposer includes a justification.

- B Alternatively, contract pricing may be based upon fixed prices (contingencies for economic price adjustments must be identified in the proposal), or a combination fixed percentage off and firm fixed prices. Proposer may offer additional discounts to LOC and Participating Agencies based on volume.

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

- 2.3.2 Proposers may also add additional products and services provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Proposer may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Proposer may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.
- 2.3.3 Explain any additional pricing incentives that may be available such as large volume purchases, cash terms, or rebates to Participating Agencies. However, steeper discounts are preferred to rebates.
- 2.3.4 All pricing proposals shall clearly explain how freight and/or delivery costs are determined as described in ATTACHMENT D PRICING SCHEDULE herein.

### 2.4 TAX:

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

## 3.0 **SPECIAL TERMS & CONDITIONS:**

### 3.1 MASTER PRICE AGREEMENT TERM:

As a result of this Solicitation the successful Proposer(s) shall be awarded a Master Price Agreement for a three

(3) year period. The Master Price Agreement may be extended up to a maximum of three (3) additional one (1) year periods.

### 3.2 MASTER PRICE AGREEMENT ACCESS PROVISIONS

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

### 3.3 INDEMNIFICATIONS AND INSURANCE:

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

#### 3.3.1 Indemnification

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

#### 3.3.2 Insurance Requirements.

Proposer(s), at Proposer(s)’s own expense, shall purchase and maintain the herein stipulated minimum insurance from a reputable company or companies duly licensed by the State of Oregon. In lieu of State of Oregon licensing, the stipulated insurance may be purchased from a company or companies that are authorized to do business in the State of Oregon, provided that said insurance companies meet the approval of the LOC.

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

Award of this Solicitation is contingent upon the required insurance policies and/or endorsements identified herein. The LOC shall not be obligated to review such policies and/or endorsements or to advise Proposer(s) of any deficiencies in such policies and endorsements, and such receipt shall not relieve Proposer(s) from, or be deemed a waiver of the LOC’s right to insist on strict fulfillment of Proposer(s)’s obligations under this RFP.

The insurance policies required by this RFP, except Workers’ Compensation, shall name the LOC, its agents, representatives, officers, directors, officials and employees as an Additional Insured.

The policies required hereunder, except Workers’ Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the LOC, its agents, representatives, officers, directors, officials and employees for any claims arising out of Proposer(s)’s work or service.

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

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

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

3.3.3.3 Workers’ Compensation and Employer’s Liability. Proposer(s) shall carry Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Proposer(s)’s employees engaged in the performance of the work or services, as well as Employer’s Liability insurance.



In case any work is subcontracted, Proposer(s) will require the SubProposer(s) to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of Proposer(s).

#### 4.0 **SCHEDULE, RESPONSE PREPARATION AND SUBMISSION**

##### 4.1 SCHEDULE OF EVENTS

###### 4.1.1 Publication of Request for Proposal

Publication of this Solicitation conforms with ORS 279B, to include Public Notice by publication in a newspaper of general circulation in the area where the LEAGUE OF OREGON CITIES ("LOC") is located no less than 30 days prior to the proposal due date, as well as posting of the Public Notice on the web site that typically posts Public Notices concerning the LOC.

**Solicitation Notice Publication: OCTOBER 14, 2024**

###### 4.1.2 Question and Answer Period

The LOC will post questions and answers concerning this Solicitation no later than ten (10) days before the proposal's due date. All questions shall be submitted in writing via email to the Contract Manager at rfp@orcities.org. The LOC reserves the right to accept and answer questions after the question-and-answer period has expired. Questions submitted at least ten (10) days before the proposal's due date will be reviewed and posted on the LOC website at www.orcities.org. The LOC is not required to post questions received within the final ten (10) days before the proposal's due date and may respond or withhold responses at its sole discretion.

###### 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 Contract Manager, 1201 Court St. NE, Suite 200, Salem, OR 97301 or rfp@orcities.org.

**Close date:** Deadline for submission of proposals is the end of the day on **DECEMBER 20, 2024**. The LOC must receive all proposals before the end of the day on the above closing date.

**Approximate opening date: DECEMBER 27, 2024.**

**Proposal selection: DECEMBER 27, 2024 to JANUARY 23, 2024.**

**Approximate award date: JANUARY 24, 2024.**

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 Kevin Toon  
1201 Court St. NE  
Suite 200  
Salem, OR 97301**

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

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

4.2.2 Proposal Interpretation of the RFP Documents and Issuance of Addenda

If any Proposer(s) finds discrepancy in, or omissions from, or is in doubt to the true meaning of any part of the RFP document, he/she shall submit a written request for a clarification or interpretation thereof to:

**LEAGUE OF OREGON CITIES  
c/o Kevin Toon  
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 submit one (1) electronic proposal, in PDF format, to the designated website detailed on the first page of this solicitation. Proposal should contain the original signatures on any pages where a signature is required (because electronic submissions are required, either electronic signatures or scans of hand-signed pages should be included).

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 2470." Exceptions not listed under the heading "Exception to the Solicitation, RFP Number 2470." 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 should have clearly defined sections designated 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 2470.
- 4.5.7 PRICING SCHEDULE (“ATTACHMENT D”).
- 4.5.8 PROPOSER PROFILE WORKBOOK (“ATTACHMENT B”).
- 4.5.9 Complete, Current Catalog Pricing shall be uploaded with the entire proposal.
- 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 6) Coverage 7) Conformance

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

- 5.1.1 Additional criteria/preferences that are not necessarily awarded points.
  - 5.1.1.1 Pursuant to ORS 279A.128, Lead Contracting Agency shall give preference to goods fabricated or processed within state or services performed within state.
  - 5.1.1.2 Pursuant to ORS 279A.125, Lead Contracting Agency shall give preference to the procurement of goods manufactured from recycled materials.
  - 5.1.1.3 Pursuant to ORS 279A.120, Lead Contracting Agency shall give preference to goods and

services that have been manufactured or produced within the State of Oregon if price, fitness, availability and quality are otherwise equal; and the Lead Contracting Agency shall add a percent increase to the proposal of a nonresident Proposer equal to the percent, if any, of the preference given to the Proposer in the state in which the Proposer resides. All Proposers shall identify the state to which it is a resident bidder.

- 5.1.1.4 Lead Contracting Agency shall consider proposals for printing, binding and stationary work in accordance with ORS 282.210, incorporated herein by this reference.
- 5.1.1.5 Proposer shall comply with all federal, state and local laws applicable to the work under the Master Price Agreement awarded as a result of this Solicitation, including, without limitation, the provisions of ORS 279A and ORS 279B, including those provisions set forth on "ATTACHMENT F", attached hereto and incorporated herein by this reference.
- 5.1.1.6 Pursuant to Section 1.7, the Lead Contracting Agency encourages Minority and Women-owned Small Business Proposers to submit proposals.

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

- 5.2.1 The Request for Proposal does not commit the LOC to award a Master Price Agreement for the products or services specified within the Request for Proposal document. The LOC may cancel the procurement or reject any or all proposals in accordance with ORS 279B.100. Under no circumstance will the LOC pay the costs incurred in the preparation of a response to this request.
- 5.2.2 The LOC reserves the right to:
  - 5.2.2.1 Accept or reject any or all proposals and proposal terms and conditions received as a result of the Request for Proposals;
  - 5.2.2.2 Accept a proposal and subsequent offers for a Master Price Agreement from proposer(s) other than the lowest cost proposer;
  - 5.2.2.3 Waive or modify any irregularities in proposals received after prior notification to the Proposer(s).
- 5.2.3 The award, if there is one, will be made to that Proposer(s) who is determined to be the most qualified, responsible and responsive within a competitive price range based upon the evaluation of the information furnished under this RFP.

## 5.3 PROTEST PROCESS

A prospective Proposer may protest the procurement process of the Solicitation for an Agreement solicited under ORS 279B. Before seeking judicial review, a prospective Proposer must file a written protest with the LOC and exhaust all administrative remedies. Written protests must be delivered to the LOC at 1201 Court St. NE, Suite 200, Salem, OR 97301 not less than ten (10) days prior to the date upon which all proposals are due. The written protest shall contain a statement of the desired changes to the procurement process or Solicitation document that the protester believes will remedy the conditions upon which the protest is based. The LOC shall consider the protest if it is timely filed and meets the conditions set forth in ORS 279B.405. The LOC shall respond pursuant to ORS 279B.405. If the LOC upholds the protest, in whole or in part, the LOC may in its sole discretion either issue an Addendum reflecting its disposition or cancel the procurement or solicitation. The LOC may extend the due date of proposals if it determines an extension is necessary to consider and respond to the protest.

A Proposer may protest the Award of the Contract, or the intent to Award the Contract, if the conditions set forth in ORS 279B.410 are satisfied. Judicial review of the protest and the LOC's decision shall be governed by ORS 279B.415.

## 5.4 NON-ASSIGNMENT

If a Master Price Agreement is awarded, neither party shall assign the Agreement in part or in total.

## 5.5 POST AWARD MEETING:

The successful Proposer(s) may be required to attend a post-award meeting with the LOC to discuss the terms

and conditions of the Master Price Agreement.

5.6 PROPOSAL FINAL CERTIFICATION

The Proposer must certify the following:

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

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

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

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

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

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

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

## **ATTACHMENT A**

### **INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

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

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

## ATTACHMENT B

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

#### 1.0 GENERAL QUESTIONS:

*Section 1.1 only to be completed by vendors with a national presence; i.e. vendors with a sales territory in 25 states or more.*

1.1 The “Yes” or “No” questions below are to help evaluators familiarize themselves with **national** vendors. Indicate “Yes” or “No” as it applies to your company.

- ✓ Do you have a national sales force adequate in size to meet the demands of multiple agencies and their unique needs for the products and services listed herein?  
Yes  No
- ✓ Do you have a national distribution network that will support sales resulting from this RFP?  
Yes  No
- ✓ Can you provide product availability to meet the requirements for materials and services listed herein for government and nonprofit agencies nationwide in a timely manner?  
Yes  No
- ✓ Does your company have the ability to provide toll-free telephone/fax access, and an online presence?  
Yes  No
- ✓ Can you provide a single point of contact (National Account Manager) to interact with the lead agency and NPPGov staff?  
Yes  No
- ✓ Are you a strong competitor in the industry with a minimum of three consecutive years of demonstrated success in all business practices and pursuits?  
Yes  No

1.2 Provide at least three references of government agencies within the United States that have purchased products/services from Proposer similar to those specified in this solicitation within the last year. If proposed products/services are new to market, please use most similar business references available. Include:

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

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

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

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

**2.0 ABOUT PROPOSER:**

2.1 State of incorporation:	
2.2 Federal Tax Identification Number:	
2.3 If applicable to the product(s) and/or service(s), describe the Proposer’s ability to conduct E-commerce or online ordering. [Insert response in box below]	
2.4 Describe Proposer’s system for processing orders from point of customer contact through delivery and billing. [Insert response in box below]	
2.5 Describe Proposer’s ability to provide detailed electronic reporting of quarterly sales correlated with NPPGov Member ID numbers of Participating Agency purchases as set forth in Addendum A to Vendor Administration Agreement (VAA), a copy of which is available upon request from the LOC. [Insert response in box below]	
2.6 Describe the capacity of Proposer to meet Minority and Women Business Enterprises (MWBE) preferences, which may vary among Participating Agencies. [Insert response in box below]	
2.7 Proposer acknowledges compliance with Davis Bacon wage requirements where labor is concerned by indicating “yes” or “no” below.	
2.8 By submitting a Proposal in response to this RFP, Proposer agrees, if applicable, to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq. Indicate “yes” or “no” below.	
2.9 Complete Exhibit 1, located at the end of this workbook.	



**3.0 DISTRIBUTION SYSTEM:**

3.1 Describe distribution of products and/or services available in Proposer's response through Proposer's distribution system (including Alaska and Hawaii), including any limitations. [Insert response in box below]
3.1.A Is it your intent to offer the proposed products and/or services through a designated distribution/dealer network, indicate "yes" or "no" below?
YES <input type="checkbox"/> NO <input type="checkbox"/>
3.2 Provide Proposer's shipping and delivery policy, including standard delivery time and any options and costs for expedited delivery and return policies. [Insert response in box below]
3.3 Third party and/or subcontracting may be allowed. If applicable, detail the sub-contracting process (ordering, shipment, invoicing, billing) for those products not carried in Proposer's distribution center. Alternatively, if proposer utilizes a third-party ordering, shipment, invoicing or billing partner, please describe in detail. [Insert response in box below]
3.4 What is Proposer's backorder policy? Is your policy to classify as "immediate or cancel" (requiring the Participating Agency to reorder if item is backordered) or "good until cancelled"? [Insert response in box below]
3.5 Indicate whether the Proposer has any dealer or distributors that are authorized to fulfil purchases? Yes <input type="checkbox"/> No <input type="checkbox"/>
[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:**

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

**6.0 CUSTOMER SUPPORT SERVICES:**

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

6.1 Auditing for order completeness. [Insert response in box below]						
6.2 Replacement policy (i.e., damaged or defective goods). [Insert response in box below]						
6.3 Minimum order requirement (e.g., Individual item vs. case lot). [Insert response in box below]						
6.4 Customer service hours/days of operation [Insert response in boxes below]						
Monday:	Tuesday:	Wednesday:	Thursday:	Friday:	Saturday:	Sunday:
6.5 Special Orders. [Insert response in box below]						
6.6 Post sale services issues. [Insert response in box below]						
6.7 Repair services, including repair warranty programs, if any. Proposer shall identify, where applicable, authorized factory repair facilities that will honor the warranty of items on contract. [Insert response in box below]						
6.8 Technical support services Proposer provides. [Insert response in box below]						
6.9 Product substitution policy. [Insert response in box below]						
6.10 Identify trade-in program criteria (if applicable). [Insert response in box below]						
6.11. After hours service (including weekends and holidays) [Insert response in boxes below]						
Monday:	Tuesday:	Wednesday:	Thursday:	Friday:	Saturday:	Sunday:
6.12 Shipment tracking. [Insert response in box below]						
6.13 Back order tracking process. [Insert response in box below]						
6.14 Return Item process, including any/all associated fees (e.g., restocking, shipping, turnaround time on returns). [Insert response in box below]						

6.15 Electronic billing. [Insert response in box below]
6.16 Explain how Proposer will resolve complaints, issues, or challenges. [Insert response in box below]
6.17 Other services not already covered. [Insert response in box below]

**7.0 DELIVERY AND FREIGHT CHARGES:**

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

**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

### Fitness and Wellness Services and Equipment Coverage

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

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

TENNESSEE			
TEXAS			
UTAH			
VERMONT			
VIRGINIA			
WASHINGTON			
WEST VIRGINIA			
WISCONSIN			
WYOMING			

**THE FORM LISTED BELOW MUST BE SIGNED AND RETURNED WITH SOLICITATION RESPONSE**



**Exhibit 2**

**Declaration of Non-Collusion**

The undersigned does hereby declare that there has been no collusion between the undersigned, the LEAGUE OF OREGON CITIES, and National Purchasing Partners, and in further support of said Declaration, states as follows:

The person, firm, association, co-partnership or corporation herein named has not, either directly or indirectly, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding or solicitation in the preparation and submission of a proposal to the LEAGUE OF OREGON CITIES for consideration in the award of a contract or Master Price Agreement negotiated as a result of this Request for Proposal.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(Name of Firm)

By: \_\_\_\_\_  
(Authorized Signature)

Title: \_\_\_\_\_

# ATTACHMENT C

## SPECIFICATIONS

### FITNESS AND WELLNESS SERVICES AND EQUIPMENT

These specifications are intended to cover the complete range of Fitness and Wellness Services and Equipment. 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: THERAPEUTIC EQUIPMENT**

Commercial-grade therapeutic equipment such as hot and cold therapy, infrared or traditional sauna, cold plunge, ice baths, red light therapy, vibrating massage tables, percussive therapy devices, and other solutions intended to help with recovery and detoxification.

**CATEGORY 2: EXERCISE AND FITNESS EQUIPMENT**

Commercial-grade exercise and fitness equipment such as free weights and related training equipment, cable systems, resistance training machines, and other fitness equipment found in gyms.

**CATEGORY 3: CARDIOVASCULAR TRAINING EQUIPMENT**

Commercial-grade cardiovascular training equipment such as elliptical machines, stationary bikes, treadmills, rowing machines, and other cardiovascular equipment.

**CATEGORY 4: SERVICES**

Services covering installation, maintenance, and service of health and wellness equipment detailed in sections 1-3.

**CATEGORY 5: OTHER**

Other health and wellness related equipment, services, and resources not listed in sections 1-4.

## 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

FITNESS AND WELLNESS SERVICES AND EQUIPMENT	
Product Category	Percentage (%) off List Price* (OR fixed price if % off pricing is not available)
<b>THERAPEUTIC EQUIPMENT</b>	
<b>EXERCISE AND FITNESS EQUIPMENT</b>	
<b>CARDIOVASCULAR TRAINING EQUIPMENT</b>	
<b>SERVICES</b>	
<b>OTHER</b>	

#### Options

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

#### Miscellaneous

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

# ATTACHMENT E

## PROPOSAL EVALUATION FORM

**Proposals will be evaluated using a two-step process.**

**The first step** evaluates the responsiveness of the proposer and determines 1) if the proposer is deemed fully responsive enabling the proposal to move to the second step and 2) if the proposal will be evaluated as a local response (within the State of Oregon), regional response (covering multiple States, but not the entire US) or a national response (covering the entire US, or at least the continental US).

**The second step** of the evaluation process will only occur with proposals deemed fully responsive from the first step. The second step fully evaluates the proposer's response based on the criteria found in the proposal evaluation form.

**STEP 1**

**Proposal Responsiveness**

<b>Component</b>	<b>YES</b>	<b>NO</b>	
Submitted on time (REQUIRED)			
Completed Proposer Profile Workbook (PPW)			
Included references			
Proposal signed (REQUIRED)			
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
- (0) Blank

Component Evaluated	Weight	Possible Points (0-5)	Total Points (Weight x PP)	Evaluator's Comments
<p><b><u>Pricing:</u></b> Product price and discounts proposed included favorable pricing for cooperative purchasing. Shipping conditions.</p> <p><i>Attachment D and PPW Section 7.0.</i></p>	25			Comments:
<p><b><u>Product Line</u></b> (Score only categories proposed): Breadth, variety, quality of product line and innovation of products. Warranty availability.</p> <p><i>Attachment C and PPW Section 9.0.</i></p>	15			Comments:
<p><b><u>Marketing:</u></b> 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.</p> <p><i>PPW Section 4.0.</i></p>	15			Comments
<p><b><u>Customer Service:</u></b> Support dedicated to Participating Agencies. Ability to meet promised delivery timelines. Additional services offered. Conduct e-commerce.</p> <p><i>PPW Sub-Sections 2.3 &amp; 2.4 and Section 6.0.</i></p>	15			Comments:
<p><b><u>Proven Experience:</u></b> Success in providing products and services in a timely manner. Years in business, references and reputation. Experience with cooperative purchasing.</p> <p><i>PPW Sub-Section 1.2.</i></p>	15			Comments:
<p><b><u>Coverage:</u></b> 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.</p> <p><i>PPW Section 3.0 and Exhibit 1.</i></p>	10			Comments:
<p><b><u>Conformance:</u></b> 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.</p> <p><i>PPW Section 8.0 and 4.5 of RFP.</i></p>	5			Comments:
<b><u>TOTAL</u></b>	100			

## ATTACHMENT F

### OREGON REVISED STATUTES (AS MAY BE AMENDED) REQUIREMENTS

Successful Proposer (Contractor) shall comply with the requirements of this ATTACHMENT F to the extent required by any applicable federal or state law.

- (1) Contractor shall pay promptly, as due, all persons supplying labor or materials for the performance of the work provided for in the contract and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor.
- (2) Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract.
- (3) Contractor shall not permit any lien or claim to be filed or prosecuted against the LOC or any Participating Agency on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.
- (4) Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167
- (5) If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the LOC or any Participating Agency may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or Contract surety from Contractor or its obligation with respect to any unpaid claim. If the LOC or any Participating Agency is unable to determine the validity of any claim for labor or material furnished, the District may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.
- (6) Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- (7) In a contract for personal services, contractor shall pay employees at least time and half for all overtime worked in excess of 40 hours in any one week under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, *et seq.*). In contracts for services, contractors shall pay employees at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020(1)(b)(A) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.
- (8) The Contractor must give notice in writing to employees who work on this contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.
- (9) All subject employers working under the contract are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126.
- (10) All sums due the State Unemployment Compensation Trust Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid.
- (11) The contract may be canceled at the election of LOC for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.
- (12) Contractor certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.

- (13) Contractor certifies that it has not discriminated against minorities, women, emerging small business enterprises certified under ORS 200.055, or business enterprises owned or controlled by or that employ a disabled veteran in obtaining any required subcontractors.

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

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

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

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

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

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

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

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



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

**FOUR-YEAR UNIVERSITIES**

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

**COMMUNITY AND TECHNICAL COLLEGES:**

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

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

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

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

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

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

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

ST JOSEPH/MARQUETTE SCHOOL  
STANWOOD SCHOOL DIST 410  
STEVENS COUNTY  
STEVENS COUNTY PUD  
STILLAGUAMISH TRIBE OF INDIANS  
SUMNER SCHOOL DISTRICT 320  
SUNNYSIDE PORT OF  
SUNNYSIDE SCHOOL DISTRICT 201  
SUQUAMISH TRIBE  
SW CLEAN AIR AGENCY  
SWINOMISH TRIBE  
TACOMA DAY CHILD CARE AND PRESCHOOL  
TACOMA MUSICAL PLAYHOUSE  
TACOMA PORT OF  
TACOMA SCHOOL DISTRICT 10  
TACOMA-PIERCE CO  
TAHOMA SCHOOL DISTRICT 409  
TERRACE HEIGHTS SEWER DISTRICT  
THURSTON COMMUNITY TELEVISION  
THURSTON COUNTY  
THURSTON COUNTY CONSERVATION DIST  
THURSTON COUNTY FIRE DISTRICT  
TOPPENISH SCHOOL DISTRICT 202  
TOUCHET SD 300  
TRIUMPH TREATMENT SERVICES  
TUKWILA SCHOOL DIST 406  
TUMWATER SCHOOL DISTRICT 33  
U S DEPARTMENT OF TRANSPORTATION  
UNITED WAY OF KING COUNTY  
UNIVERSITY PLACE SCHOOL DIST  
UPPER SKAGIT INDIAN TRIBE  
VAL VUE SEWER DISTRICT  
VALLEY TRANSIT  
VALLEY WATER DISTRICT  
VANCOUVER PORT OF  
VANCOUVER SCHOOL DISTRICT 37  
VASHON ISLAND SCHOOL DISTRICT 402  
VERA IRRIGATION  
VETERANS ADMINISTRATION  
VOLUNTEERS OF AMERICA  
WA ASSOC OF SCHOOL ADMINISTRATORS  
WA ASSOC SHERIFFS & POLICE CHIEFS  
WA GOVERNMENTAL ENTITY POOL  
WA LABOR COUNCIL AFL-CIO  
WA PUBLIC PORTS ASSOCIATION  
WA RESEARCH COUNCIL  
WA ST ASSOCIATION OF COUNTIES  
WA STATE PUBLIC STADIUM AUTHORITY  
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.