

# NOTICE OF SOLICITATION

## CENTRAL JACKSON COUNTY FIRE PROTECTION DIST.

SOLICITATION NUMBER 540

### SOLICITATION FOR: VEHICLE EXHAUST REMOVAL SYSTEM

Notice is hereby given sealed proposals will be received by the Central Jackson County Fire Protection District at the address listed below, until **2:00PM PST on Monday, January 14, 2013**, for the furnishing of the following for the Central Jackson County Fire Protection District and government members of National Purchasing Partners across the nation, including Oregon and Idaho governmental units incorporated by Exhibits 1 and 2 of the RFP as well as government units in all other states. Significant sales potential exists because the resulting Master Purchase Agreement for national proposers will include piggy backing language that will permit use of the Master Purchase Agreement nationwide without the need for Participating Agencies to duplicate the formal solicitation process and expend staff resources and funds.

All Proposals must be signed, sealed and addressed to:

#### Mailing Address:

**CJCFPD OFFICE VEHICLE EXHAUST REMOVAL SYSTEM RFP**  
Central Jackson County Fire Protection District  
c/o Ben Chlapek  
805 NE Jefferson Street  
Blue Springs, MO 64014-2132

and marked "SOLICITATION NUMBER 540 FOR VEHICLE EXHAUST REMOVAL SYSTEM"

**NOTE:** THE CENTRAL JACKSON COUNTY FIRE PROTECTION DISTRICT WILL NOT ACCEPT PROPOSAL ENVELOPES WITH INSUFFICIENT POSTAGE.

#### INQUIRIES:

**CJCFPD VEHICLE EXHAUST REMOVAL SYSTEM RFP**  
Central Jackson County Fire Protection District  
c/o Ben Chlapek  
805 NE Jefferson Street  
Blue Springs, MO 64014-2132

800-810-3909 or [carissa.simek@mynpp.com](mailto:carissa.simek@mynpp.com)

**NOTE:** CENTRAL JACKSON COUNTY FIRE PROTECTION DISTRICT PUBLISHES ITS NOTICE OF SOLICITATIONS IN THE BLUE SPRINGS EXAMINER AND ONLINE AT [www.cjcfpd.org](http://www.cjcfpd.org), [www.findrfp.com](http://www.findrfp.com) and [www.nppgovernment.com](http://www.nppgovernment.com)

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

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## **IMPORTANT**

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

#### SOLICITATIONS FOR: **VEHICLE EXHAUST REMOVAL SYSTEM**

#### **1.0 INTENT:**

##### 1.1 GENERAL INTENT

The Central Jackson County Fire Protection District (hereinafter referred to as “Lead Contracting Agency”), in association with National Purchasing Partners, LLC (“NPP”), dba as FireRescue GPO (“FRGPO”) and Public Safety GPO, on behalf of NPP’s public agency and government nonprofit members (“Participating Agencies”) across the nation (including but not limited to Exhibit 1), as authorized under the terms of the NPP/FRGPO Member Intergovernmental Cooperative Purchasing Agreement executed by all Lead Contracting and Participating Agencies, a cooperative procurement group, is soliciting proposals from qualified companies (hereinafter referred to as “Vendor”) to enter into a Master Purchase Agreement for Vehicle Exhaust Removal System.

The intent of this Interstate Cooperative Procurement Solicitation (Solicitation) is to invite Proposers active in the sale, distribution and installation of Vehicle Exhaust Removal Systems to submit a competitive Master Purchase Agreement offering Vehicle Exhaust Removal Systems to NPP members locally and nationwide; to reduce expenses by eliminating multiple requests for proposals and multiple responses by Vendors; and obtain discounted pricing through volume purchasing. Significant sales potential exists because the Master Purchase Agreement will be used nationwide without the need for Participating Agencies to duplicate the formal solicitation process and expend staff resources and funds. Preferably, the successful Proposer will provide its entire catalog (“catalog discount”) in order that National Purchasing Partners’ members who wish to access the Master Purchase Agreement may order a broad range of goods and services as needed.

These objectives do not preempt Participating Agencies from using other contract vehicles or competitive processes as required or allowed by law.

## 1.2 POTENTIAL MARKET

The local government market potential for this solicitation includes potential exposure to over 19,000 cities, 3,000 counties, 3,000 minor civil divisions, state agencies (where permitted by law) and over 1.5 million nonprofit institutions throughout the United States.

## 1.3 REQUIREMENTS

Solicitation is subject to Lead Contracting Agency's General Conditions & Instructions to Proposer(s), and the following requirements:

- A) This RFP and resulting Master Purchase Agreement is anticipated for use by the Lead Contracting Agency's government and non-profit members as well as other NPP member government entities and eligible nonprofit entities across the nation. The Lead Contracting Agency of this solicitation enters into a Member Intergovernmental (interlocal) Cooperative Purchasing Agreement with other Participating Agencies for the purpose of obtaining Master Purchase Agreements with various vendors. Interlocal purchasing agreements allow Participating Agencies to make purchases at the Lead Contracting Agency's accepted proposal price, terms and conditions, provided that the Participating Agency has satisfied all of its local and state solicitation and purchasing requirements. By submitting a proposal, the Proposer(s) agrees to make the same proposal terms and price, exclusive of freight and transportation fees, available to other Participating Agencies. The Lead Contracting Agency and NPP will not incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by such Participating Agencies. A true and correct copy of the Member Intergovernmental Cooperative Purchasing Agreement is attached hereto as ATTACHMENT C.

The successful Proposer must work directly with the Lead Contracting Agency or Participating Agencies concerning the placement of orders, disputes, invoicing and payment. The Lead Contracting Agency and NPP 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 product is provided.

- B) Each Participating Agency shall execute the Participating Agency Endorsement and Authorization included as the last page of the Member Intergovernmental Cooperative Purchasing Agreement. While the terms of the Master Purchase Agreement will govern the general pricing terms, each Participating Agency may request modification of the Master Purchase Agreement in accordance with each Participating Agency's state and/or local purchasing laws, rules, regulations and procedures. Each Participating Agency may, at its discretion, request additional legal and procedural provisions not included herein that the successful Proposer must adhere to in order to conduct business with said Participating Agency.
- C) NPP provides vendor exposure and marketing support for the successful Proposer's products throughout its membership. Successful Proposers servicing NPP government and non-profit membership are required to pay a Contract Administration Fee. Successful Proposers will be required to execute the NPP Vendor Administration Agreement (ATTACHMENT D). Membership in NPP is offered at no cost to all Lead and Participating Agency members.
- D) All products offered must be new, unused, and most current product lines, unless otherwise clearly identified as remanufactured goods.

#### 1.4 MULTIPLE AWARDS

If necessary, 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 Lead Contracting Agency will award separate contracts to Proposers in order to cover all local and national geographical markets, electronic purchasing capabilities, and products and services identified in this Request for Proposal, as well as the diverse and large number of Participating Agencies. The award of multiple contracts is to be determined upon receipt and review of all proposals, and based upon the general criteria provided herein. The Lead Contracting Agency may solicit proposals from local qualified companies with or without a national presence provided that the successful Proposer is able to provide the Lead Contracting Agency with the products and services requested. Multiple awards will ensure fulfillment of current and future requirements of the diverse and large number of Participating Agencies. In the event a local Proposer with no national distribution capabilities best meets the proposal selection criteria, multiple local and nationwide responsive proposals may be awarded simultaneously in the best interests of local commerce, the Lead Contracting Agency's compliance with local laws, and the Participating Agencies nationwide.

#### 1.5 CONTRACT USAGE

The actual utilization of any Master Purchase Agreement will be at the sole discretion of the Participating Agencies. It is the intent of this Request for Proposal and resulting Master Purchase Agreement that members of NPP, FireRescue GPO ("FRGPO"), and Public Safety GPO (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 Purchase Agreement.

#### 1.6 BACKGROUND OF NPP

NPP (dba FireRescue GPO "FRGPO" and Public Safety GPO), owned by two healthcare organizations, provides group purchasing opportunities and purchasing administrative support for governmental entities and non-profit institutions within its membership. NPP's membership includes participating public and non-profit entities across North America.

### 2.0 **SCOPE OF WORK:**

#### 2.1 REQUIREMENTS OF PROPOSERS SUBMITTING A RESPONSE:

##### 2.1.1 PROPOSER COMMITMENTS

Each Proposer is required to commit to low pricing, and accurate and timely reporting to NPP pursuant to the reporting requirements identified in the NPP Vendor Administration Agreement (ATTACHMENT D). In addition, successful Proposer(s) with a national presence must commit to marketing of the Master Purchase Agreement nationwide and that the sales force will be trained, engaged and committed to offering NPP pricing to member government and nonprofit agencies nationwide, including the opportunity for NPP to train the Vendor sales staff.

If, during the term of this Agreement, Successful Proposer provides Products to another customer similar to the purchasing Participating Agency, with volume requirements similar to the purchasing Participating Agency's volume requirements, with similar order size, quantities, and mix of products and services, and a similar delivery schedule in the same geographical areas as the purchasing Participating Agency, offering similar discounts, rebates, and guarantees as those offered to the purchasing Participating Agency under this Agreement at prices that are lower than

the prices set forth in this Agreement, then these lower prices shall be extended to the Participating Agency, effective as of the time they were applicable to such other similar customer as described above.

2.1.2 Proposers *with a national presence* who are interested in servicing the entire NPP membership through this Solicitation shall have, at a minimum, the following capabilities and qualifications:

2.1.2.1 A national sales force adequate in size to meet the demands of a multitude of agency needs for the products and/or services listed herein.

2.1.2.2 A nationwide distribution network.

2.1.2.3 Product availability to meet the requirements for materials and services listed herein for government and nonprofit agencies nationwide.

2.1.2.4 Ability to provide toll-free telephone access, Internet access, and accept facsimile.

2.1.2.5 A nationwide customer support system.

2.1.2.6 A single point of contact (National Account Manager / Program Manager) to interact with the NPP staff.

2.1.2.7 Be a strong competitor in the industry with a minimum of three (3) consecutive years of demonstrated success in all business practices and pursuits. List references, years of service, and contact person

## 2.2 COMMITMENT AND PRE-QUALIFICATION STATEMENT

Proposers with a national presence shall address each of the Commitments and Pre-Qualifications listed in Section 2.1 above and provide a summary not exceeding 2 pages demonstrating that Proposer is willing to make the required commitments and meet each of the capabilities and pre-qualifications.

## 2.3 RESPONSE UNDERSTANDINGS:

2.3.1 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. Special bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be on completeness and clarity of the content.

2.3.2 It is the Proposers responsibility to ensure adequate responses to all elements of the Solicitation.

2.3.3 Merely re-stating any provision and/or requirement solely containing acknowledgment or affirmation of any provision and/or requirement shall be considered non-responsive to that requirement/provision.

## 2.4 ABOUT PROPOSER:

2.4.1 Provide a brief history and description of Proposer.

2.4.1.1 Total number and location of sales persons employed by Proposer

2.4.1.2 Estimated Annual sales for 2010, 2011, and 2012.

2.4.1.3 Provide a copy of your annual report or other financial statement.

2.4.1.4 Submit your current Federal Identification Number.

2.4.1.5 Resident State of Proposer.

2.4.1.6 Provide a summary of your company's performance when compared with industry competitors.

2.4.2 Describe the customer care services offered by Vendor that may be applicable to the product(s) or service(s):

- 2.4.2.1 Hours/days of operation
  - 2.4.2.2 Shipment tracing
  - 2.4.2.3 Links to shippers (USPS, FedEx, UPS, etc.)
  - 2.4.2.4 Tracking back orders
  - 2.4.2.5 Return Item process, including any/all associated fees (e.g., restocking, shipping, turnaround time on returns)
  - 2.4.2.6 Electronic billing
  - 2.4.2.7 Other services
- 2.4.3 If applicable to the product(s) and/or service(s), describe Proposer's ability to utilize electronic data interchange (EDI), on-line live-chat capabilities and Internet ordering, payment (including credit cards) and shipment tracing. Describe the state of E-commerce within Proposer and detail how it will benefit a Participating Agency.
- 2.4.4 Describe the capacity of Proposer to meet Minority and Women Business Enterprises (MWBE), and other local purchasing preferences, which will vary among Participating Agencies.
- 2.4.5 If applicable to the product(s) and/or service(s), describe Proposer's internal management system for processing orders from point of customer contact through delivery and billing. Please state: 1) If your Internet ordering system is OBI (open buying on the Internet) compatible; 2) If you use a single system or platform for all phases of the ordering, processing, delivery and billing.
- 2.4.6 Describe Proposer's ability to electronically report quarterly sales and the Proposer's ability to provide detailed management reporting by Participating Agency in such detail and format as provided in Addendum A to ATTACHMENT D.
- 2.4.7 Please provide any suggested improvements and alternatives for doing business with Proposer that will make this arrangement more cost effective for Proposer and Participating Agencies.
- 2.5 **MARKETING:**
- 2.5.1 Outline Proposer's plan for marketing the Products and Services to the Participating Agencies on a local and national basis.
- 2.5.2 Explain how Proposer shall educate its local and national sales force and support team about the Master Agreement.
- 2.5.3 Explain how Proposer proposes to resolve any complaints, issues, or challenges.
- 2.5.4 Before execution of this Agreement, each Proposer(s) shall be required to assign an employee (National Accounts Manager/Program Manager) who shall administer, coordinate, and manage this program on behalf of the Proposer(s) with NPP and the Lead Contracting Agency. Submit the resume of the person Proposer proposes to serve in this capacity.
- 2.5.5 Explain any additional marketing incentives such as committed dollars for:
- (a) Advertising
  - (b) Conferences/travel
  - (c) Custom marketing materials.
- 2.6 **PRODUCTS AND SERVICES:**
- 2.6.1 Provide a description of the Vehicle Exhaust Removal System(s) offered as set forth in Section 2.11. The primary objective is for the Proposer(s) to provide the Proposer(s)'s entire catalog of products and services ("catalog discount") so that participating agencies may order a broad range of products and services as

appropriate for their needs.

- 2.6.2 Describe any special programs that Proposer offers that shall improve the ability of the Participating Agencies access to the products, such as retail store availability, expedited delivery intervals, item sourcing, or other unique plans and services.
- 2.6.3 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.

## 2.7 CUSTOMER SUPPORT SERVICES:

Explain Vendor's policy regarding each of the following if applicable to product(s) and/or service(s):

- (A) Auditing for completeness
- (B) Replacement policy (i.e., damaged or defective goods).
- (C) Returns policy
- (D) Restocking charges
- (E) Minimum order requirement (e.g., Individual item vs. case lot)
- (F) After hours service (including weekends and holidays)
- (G) Special orders
- (H) After sale services issues
- (I) 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.
- (J) Out of stock / backorder policy (e.g., not to exceed 30-days or cancel)
- (K) Delivery service (both local and out of state)
- (L) Order tracking
- (F) Technical feedback services Proposer may provide
- (N) Proposed substitution policy for products identified, as well as policy for substitutions requested by Proposer.
- (O) Proposer shall identify, if available, its trade-in program criteria.

## 2.8 PRICING:

Pricing for the products and services may be based on categories in ATTACHMENT B, PRICING PROPOSAL SHEET. Proposers are encouraged to provide a fixed percentage discount.

Alternatively, contract pricing may be based upon firm fixed prices with economic adjustment (contingencies for economic price adjustments must be identified in the proposal), or a combination fixed percentage off and firm fixed prices.

Price reductions or discount increases may be offered at any time during the contract period and shall become effective upon notice of acceptance by the Lead Contracting Agency. Special, limited-time reductions are permissible under the following conditions: 1) Reduction is available to all NPP members equally; 2) Reduction is for a specific time period, normally not less than thirty (30) days; 3) Original price (or discount) is not exceeded after the time-limit; and 4) Lead Contracting Agency has approved the new prices or discounts prior to any offer of the prices to an NPP member.

## 2.9 OTHER VALUES:

Proposer(s) shall identify any other added values it offers to the Lead Contracting Agency and Participating Agencies (e.g., convenience cards) in the event it is awarded with the Master Purchase Agreement.

2.10 AWARD MATRIX

- 2.12.1 Lead Contracting Agency reserves the right to make multiple awards in meeting the requirements of this Solicitation.
- 2.12.2 Multiple awards may be made in meeting the national requirements of this Solicitation to ensure sufficient geographical coverage, if necessary, as well as for local Proposers within the State of Oregon without a national presence.
- 2.12.3 The preference is to have Proposers meeting the NPP member requirements of the Master Purchase Agreement on a national basis. However, this preference shall not exclude local Proposers without a national presence that are capable of meeting the requirements of the Lead Contracting Agency within the state of Oregon.

2.11 PRODUCT CATEGORIES:

This Solicitation is to establish a nationwide purchasing agreement for the acquisition of the following products. However, local Proposers with no national presence may apply to service the Lead Contracting Agency and other local Participating Agencies within that Proposer's distribution and service range. The category descriptive examples below are not to be considered restrictive but rather a general description and not to be limited within the category. Proposer is not required to provide all categories.

The intent is for each Proposer to submit their complete product line so that Participating Agencies may order a wide array of product as appropriate for their needs. Proposer may subcontract items Proposer does not supply.

- CATEGORY 1: Self Contained System or Truck Mounted System
- CATEGORY 2: Source Capture or Hose Extraction System
- CATEGORY 3: Hoseless Airflow Removal Systems
- CATEGORY 4: Installation of any or all of the above systems (including repairs)
- CATEGORY 5: Service of any or all of the above systems
- CATEGORY 6: Parts for any or all of the above systems

2.12 USAGE REPORT:

The Proposer(s) shall furnish the Participating Agency a quarterly usage report delineating the acquisition activity governed by the Master Purchase Agreement. The format of the report shall be approved by the Participating Agency and shall disclose, at a minimum, the quantity and dollar value of each Master Purchase Agreement item by individual unit.

2.13 TAX:

No tax shall be levied against labor. It is the responsibility of the Proposer to determine all taxes, and include the same in proposal price.

2.14 JUST-IN-TIME (JIT) DELIVERY

Describe how commodity orders are processed and moved to arrive "Just-In-Time" for the Participating Agency placing an order. Lead Contracting Agency defines JIT as receipt within twenty-four (24) hours after receipt of order (ARO) for in-state delivery.

2.15 DELIVERY AND FREIGHT CHARGES:

Proposers shall identify delivery and/or shipping costs or provide a shipping rate schedule based on weight, item, and/or destination for all items ordered within the continental U.S. The Proposer shall identify all exceptions to this shipping rate schedule. If there are handling fees, these also shall be included in the wholesale pricing. Shipping and handling fees are allowable to areas outside the continental U.S. Please outline shipping and handling fees for Alaska and Hawaii.



The Proposer shall retain title and control of all goods until received by the requesting Participating Agency and the contract coverage completed. The Proposer shall file all claims for visible or concealed damage. The Participating Agency will notify the Proposer of any damaged goods and shall assist the Proposer in arranging for inspection of the goods.

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

#### **3.1 MASTER PURCHASE AGREEMENT TERM:**

This Solicitation is for awarding the successful Proposer(s) a Master Purchase Agreement to cover a three (3) year period.

#### **3.2 MASTER PURCHASE AGREEMENT ACCESS PROVISIONS**

Utilization of any Master Purchase Agreement will be at the discretion of the Lead Contracting Agency and Participating Agencies. The Lead Contracting Agency shall be under no obligation to purchase off of the resulting Master Purchase 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. The Lead Contracting Agency and Participating Agencies shall be authorized to access the Master Purchase Agreement directly with the successful Proposer by referencing the contract number.

**3.3 OPTION TO EXTEND:** The Lead Contracting Agency, through NPP, may, at the Lead Contracting Agency's option and with the approval of the Proposer(s), extend the period of this Master Purchase Agreement up to a maximum of three (3), one (1) year options. The Proposer(s) shall be notified in writing by the Lead Contracting Agency, through NPP, of the Lead Contracting Agency's intention to extend the Master Purchase Agreement period at least thirty (30) calendar days prior to the expiration of the original Master Purchase Agreement period.

#### **3.4 ESCALATION:**

Any requests for reasonable price adjustments must be submitted thirty-days (30-days) prior to the Master Purchase Agreement anniversary date. If Lead Contracting Agency agrees to the adjusted price terms, Lead Contracting Agency shall issue written approval of the change.

#### **3.5 INDEMNIFICATIONS AND INSURANCE:**

##### **3.5.1 INDEMNIFICATION**

To the fullest extent permitted by law, the successful Proposer(s) shall indemnify and hold harmless the Lead Contracting Agency, NPP, and Participating Agencies and their officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the Lead Contracting or Participating Agencies or their officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the successful Proposer(s) or its employees, agents, servants, partners, principals or subcontractors. The successful Proposer(s) shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Lead Contracting or Participating Agencies, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The successful Proposer(s) expressly understands and agrees that any insurance protection required or provided by the successful Proposer(s) shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Lead Contracting Agency and Participating Agencies or their officers, employees, agents

and instrumentalities as herein provided. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the Lead Contracting Agency and any Participating Agencies.

### 3.6 SCHEDULE OF EVENTS

#### 3.6.1 **PUBLICATION OF REQUEST FOR PROPOSAL**

Publication of this Solicitation includes Public Notice by publication in a newspaper of general circulation in the area where the Lead Contracting Agency 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 Lead Contracting Agency.

**Solicitation Notice Publications: December 7, 2012; December 14, 2012**

#### 3.6.2 **QUESTION AND ANSWER PERIOD**

The Lead Agency will post questions and answers concerning this Solicitation for a period of seven (7) days after initial publication of the Notice of Solicitation or December 21, 2012, whichever occurs later. All questions shall be submitted in writing via email to [carissa.simek@mynpp.com](mailto:carissa.simek@mynpp.com). The Lead Contracting Agency reserves to the right to accept and answer questions after the seven (7) day question and answer period has expired.

#### 3.6.3 **SUBMISSION OF PROPOSALS**

There will be no mandatory pre-proposal meeting. All questions must be submitted to via email as directed in Section 3.6.2 above. If necessary, questions can be submitted in writing to Central Jackson County Fire Protection District, c/o Ben Chlapek, 805 NE Jefferson Street, Blue Springs, MO 64014-2132 or [carissa.simek@mynpp.com](mailto:carissa.simek@mynpp.com). All questions and answers will be posted with the original solicitation on the Central Jackson County Fire Protection District website at [www.orcities.org](http://www.orcities.org).

Deadline for submission of proposals is **2:00PM PST, on January 14, 2013**. Ben Chlapek must receive all proposals before **2:00 PST** on the above date in the office of the Central Jackson County Fire Protection District, c/o Ben Chlapek, 805 NE Jefferson Street, Blue Springs, MO 64014-2132.

**Proposed Opening Date: 2:00PM PST on January 14, 2013** at the office of the Central Jackson County Fire Protection District, c/o Ben Chlapek, 805 NE Jefferson Street, Blue Springs, MO 64014-2132.

**Proposal selection and negotiation: January 14, 2013 to January 28, 2013.**

**Proposed award of Proposal: January 29, 2013.**

All responses to this proposal become the property of the Lead Contracting Agency and (other than pricing) will be held confidential, to the extent permissible by law. The Lead Contracting Agency will not be held accountable if parties other than the Lead Contracting Agency obtain material from proposal responses without the written consent of the Proposer(s).

3.7 REVIEW, INQUIRIES AND NOTICES:

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

Central Jackson County Fire Protection District  
c/o Ben Chlapek  
805 NE Jefferson Street  
Blue Spring, MO 64014-2132

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

Central Jackson County Fire Protection District  
c/o Ben Chlapek  
805 NE Jefferson Street  
Blue Spring, MO 64014-2132

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

Carissa Simek, 800-810-3909

**Email inquiries shall be addressed to:**

[carissa.simek@mynpp.com](mailto:carissa.simek@mynpp.com)

**Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on the Lead Contracting Agency.**

3.7.2 Proposal Interpretation of the RFP Documents and Issuance of Addenda

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

Central Jackson County Fire Protection District  
c/o Ben Chlapek  
805 NE Jefferson Street  
Blue Spring, MO 64014-2132

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

The Lead Contracting Agency 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 Lead Contracting Agency's web site and NPP website.

3.8 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS:

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

SOLICITATION NUMBER 540: MASTER PURCHASE  
AGREEMENT FOR VEHICLE EXHAUST REMOVAL SYSTEM

CENTRAL JACKSON COUNTY FIRE PROTECTION DISTRICT  
c/o Ben Chlapek  
805 NE Jefferson Street  
Blue Springs, MO 64014-2132

A corporate official who has been authorized to make such commitments must sign proposals. All prices shall be held firm for a period of sixty (60) days after the Solicitation closing date. Each Proposer may withdraw its proposal if it has not been accepted within sixty (60) days from the RFP closing date.

3.9 EXCEPTIONS AND DEVIATIONS TO THE SOLICITATION:

The Proposer shall identify and list all exceptions taken to all sections of this RFP Solicitation and list these exceptions referencing the section (paragraph) where the exception exists and identify the exceptions and the proposed wording for the Proposer's exception. The Proposer will list these exceptions in the Best and Final Proposal under the heading, "Exception to the Proposal Solicitation, RFP Solicitation Number 540." Exceptions that surface elsewhere and that do not also appear under the heading, "Exception to the Proposal Solicitation Number 540," shall be considered invalid and void and of no contractual significance. The Lead Contracting Agency reserves the rights to reject, render the proposal non-responsive, enter into negotiation on any of the Proposer exceptions, or accept them outright.

The Proposer shall detail any and all deviations from specifications, if any, as requested. The Lead Contracting Agency may accept or reject deviations, and all Lead Contracting Agency decisions shall be final.

3.10 GENERAL CONTENT:

The Proposal submitted should be specific and complete in every detail. It should be practical and should be prepared simply and economically, providing a straightforward, concise delineation of capabilities to satisfactorily perform the Master Purchase Agreement being sought.

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.

3.11 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 below:

3.11.1 Letter of Transmittal

3.11.2 Table of Contents

3.11.3 Short introduction and executive summary. This section shall contain an outline of the general approach utilized in the proposal.

3.11.4 The proposal should contain a statement of all of the programs and services proposed, including conclusions and generalized recommendations. Proposals should be all-inclusive, detailing the proposer's best offer. Additional related services should be incorporated into the proposal, if applicable.

Format Proposal to specifically address each individual sub-Section and sub-set of the SCOPE OF WORK (Section 2.0).

3.11.5 Qualifications – This section shall describe the Proposer's ability and experience

related to the programs and services proposed.

3.11.6 Exception to the Proposal Solicitation, RFP Solicitation Number 540.

3.11.7 Specifications (ATTACHMENT A).

3.11.8 The Proposer's response to the Pricing Proposal Sheet (ATTACHMENT B).

3.11.9 Complete, Current Catalog Pricing shall be submitted on a CD.

### 3.12 EVALUATION OF PROPOSAL – SELECTION FACTORS:

A Proposal Analysis Committee shall be appointed by the Lead Contracting Agency in conjunction with NPP on behalf of its membership to evaluate each Proposal and prepare a scoring of each Proposal to the responses as solicited in the original request. Each Proposal received and reviewed shall be awarded points under each criterion. The maximum points awarded in each criterion are provided in parenthesis below. Points awarded under 3.12.1 to Proposers with a national presence shall not negatively impact local Proposers. At the Lead Contracting Agency's option, Proposers may be invited to make presentations to the Evaluation Committee. Best and Final Offers and/or Negotiations may be conducted, as needed, with the highest rated Proposer(s). Proposals will be evaluated on the following criteria.

#### 3.12.1 Criteria for Proposers with national presence (150 points):

3.12.1.1 (50) PROVEN EXPERIENCE of the Proposer's success in providing products and services (retail and/or wholesale) on a nationwide basis in a timely manner.

3.12.1.2 (50) NATIONAL COVERAGE - The quantity and location of distribution centers and/or retail stores.

3.12.1.3 (50) MARKETING – The Proposer's marketing plan to promote this contractual agreement to Public Agencies and nonprofits nationwide.

#### 3.12.2 Criteria for all Proposers (550 points) (regional proposers will not be subject to 3.12.1 above):

3.12.2.1 (100) Identify the specific PRODUCTS and SERVICES Proposer is capable of providing without the use of sub-Proposer(s).

3.12.2.2 (200) PRICING – Product price analysis and price discounts proposed.

3.12.2.3 (100) Customer Service support dedicated to Lead Contracting and Participating Agencies.

3.12.2.4 (50) Completeness of the proposal package and the degree to which the Proposer responds to all requirements of these specifications.

3.12.2.5 (50) Product Safety and Service and warranty data submitted.

3.12.2.6 (50) Capability of meeting delivery timelines.

3.12.2.7 The Lead Contracting Agency encourages Minority and Women-owned Small Business Proposers to submit proposals.

### 3.13 RIGHT OF LEAD CONTRACTING AGENCY TO AWARD OR REJECT PROPOSALS

3.13.1 The Request for Proposal does not commit the Lead Contracting Agency to award a Master Purchase Agreement for the products or services specified within the Request for Proposal document. The Lead Contracting Agency may cancel the procurement or reject any or all proposals. Under no circumstance will the Lead Contracting Agency pay the costs incurred in the preparation of a response to this request.

3.13.2 The Lead Contracting Agency reserves the right to:

3.13.2.1 Accept or reject any or all proposals received as a result of the Request for Proposals;

3.13.2.2 To negotiate with any qualified Proposer(s);

3.13.2.3 Accept a proposal and subsequent offers for a Master Purchase Agreement from other than the lowest cost proposed;

3.13.2.4 Waive or modify any irregularities in proposals received, after prior notifications to the Proposer(s).

3.13.3 Oral interpretations or statements cannot modify the provisions of this Request for Proposal. If inquiries or comments by Proposers raise issues that require clarification by the Lead Contracting Agency, or the Lead Contracting Agency decides to revise any part of this Request for Proposal, addenda will be provided to all persons who receive the Request for Proposal. Receipt of an addendum must be acknowledged by signing and returning it with the proposal.

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

#### 3.14 WITHDRAWAL OF PROPOSAL

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

#### 3.15 NON-ASSIGNMENT

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

#### 3.16 POST AWARD MEETING:

The successful Proposer(s) may be required to attend a post-award meeting with the Lead Agency to discuss the terms and conditions of this Master Purchase Agreement. The Procurement Consultant of the Master Purchase Agreement will coordinate this meeting.

#### 3.17 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 to 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**

### **DETAILED SPECIFICATIONS**

All items of equipment and materials described in these specifications are to be furnished, installed, and placed into proper operating condition in accordance with best practice and manufacturer's written or published instructions. In addition, with respect to participating agencies, proposer may provide a general response providing a discount structure on the proposer's catalog of products and services.

1. The exhaust removal system shall provide substantially 100 percent complete evacuation of all diesel fumes and gasoline exhaust at the source from start up to exit of the apparatus from the fire stations. The exhaust removal system shall be capable of delivering complete coverage for bays that are drive-thru and those that are back-in to meet the needs of the fire district.
2. The system shall not affect personnel boarding the apparatus. Hose loops shall not hang any lower than six feet from the bay floor. The hose assembly shall not come into contact with the vehicle other than one connection point to the vehicle tailpipe. The hose assembly shall not drag on the bay floor.
3. The exhaust system shall not block doorways, exits, and aisles in the apparatus bays.
4. The system bid shall not incorporate any type of electromagnetic device that requires the apparatus to be utilized as an electrical ground for systems operation.
5. The system must be designed and capable of capturing substantially all exhaust gases in the event of a complete power failure. The system shall not detach itself from the apparatus for any reason during a power failure other than normal exiting of the apparatus bays. System shall discharge exhaust outside the station even in the event of a power failure.
6. The system shall under no circumstances allow exhaust leakage or bypass the nozzle.
7. No tailpipe or tailpipe adapter shall extend past the side of the apparatus in compliance with NFPA 1901.
8. The systems may utilize rail systems, track systems, pneumatic systems, electromagnetic systems, magnetic systems, stack systems, or a combination of all of the listed systems to provide the best coverage and operation possible for the fire district.
9. When the fire apparatus's engine is started, the exhaust blower(s) located in the ductwork shall start automatically. As the vehicles leave the station, the exhaust hose shall move forward towards the exit doors along the ceiling mounted tracks. The traveling trolley shall glide along the track with a spring coiled balancer that supports the hose. The balancer must keep the exhaust hose away from the exiting apparatus. An automatic uncoupling release should allow a smooth uncoupling of the nozzle at or past the threshold of the exit door, regardless of the speed the vehicle may exit the building.
10. Upon the vehicles return to the fire stations, the flexible exhaust hose is attached to the vehicles' exhaust tail pipe and the operator should be able to complete this task while standing. When the nozzle is attached, the exhaust blower will automatically start to assure total collection of exhaust gases prior to vehicle entering the building.
11. The single sized nozzle must accept all vehicles with tailpipes from 2" to 7" diameter to allow vehicles to be interchangeable between bays or fire stations.



## **BIDDER QUALIFICATIONS**

Bids will only be accepted from companies that have an established reputation in the business of system design, turnkey installation, and long-term service of automatic emergency response vehicle exhaust removal systems. Bidder shall show proof that the system specified in this bid document has been field tested and proven by supplying a list of references with no less than five (5) fire departments with systems installed by bidder. Bidder shall additionally include a list of all fire departments in Missouri and Kansas using the system being bid. References shall be submitted with the bid document.

## **MANUFACTURER QUALIFICATIONS**

Bids shall only be accepted by bidders supplying equipment from manufacturers that have an established reputation in the business of manufacturing automatic emergency response vehicle exhaust removal systems for a minimum of no less than five (5) years.

## **EXHAUST BLOWER**

Spark resistant blower, AMCA certified, designed and installed as a direct drive spark resistant blower (IMC code ref. 503.2) shall be used. The motor shall meet current EPACT standards for energy savings. Silencers will be provided on blower fans.

## **DUCTWORK DESIGN**

Interior and Exterior ductwork shall be of galvanized construction. A minimum of 3500 FPM to 4000 FPM transport velocity with a capture velocity of 5500 FPM to 6000 FPM shall be achieved to extract 100 percent of the exhaust gases. External ductwork must be sized for the exact inlet and outlet of the exhaust fan blower. All bidders must include a flex connector between the fan inlet and the connecting duct. An exhaust rain cap shall be supplied and manufactured in accordance with EPA standard for free draft rain cap requirements. Included as an integral part of this rain cap shall be a back draft damper to provide protection from rain and other inclement weather.

To protect the Central Jackson County Fire Protection District's best interest, ductwork shall only penetrate exterior walls rather than a roof penetration. In all cases when making a wall penetration through masonry or concrete walls it shall be done by the use of a professional core-drilling machine. Only after all possible avenues for wall penetration are exhausted shall the roof penetration be accepted. A licensed roofing contractor shall perform the work if roof penetrations are performed.

## **SYSTEM STARTUP**

Provide training to the fire district personnel in the daily use and maintenance of the vehicle exhaust removal system that has been installed and specified herein. The fire district shall be notified at least 7 days prior to the date scheduled for the training course. Training shall be for all personnel involved with the operation of the exhaust removal system to include all shifts required to staff the particular facility. The training sessions shall be performed in person by a recognized representative of the manufacturer of the exhaust removal system and a training video shall be provided to the fire district to keep.

## **WARRANTY**

Provide a written warranty for a period of two (2) years from the date of installation for all components.

## ATTACHMENT B

### PRICING PROPOSAL SHEET

- A. Please provide your company's proposed discount from Manufacturer's Suggest Retail Price (MSRP) for any or all of the following categories:

CATEGORY 1: Self Contained System or Truck Mounted System

CATEGORY 2: Source Capture or Hose Extraction System

CATEGORY 3: Hoseless Airflow Removal Systems

CATEGORY 4: Installation of any or all of the above systems (including repairs)

CATEGORY 5: Service of any or all of the above systems

CATEGORY 6: Parts for any or all of the above systems

- B. Please provide detailed quotes for the sample projects listed below. Projects are used for price comparison only and may not represent actual requirements.

- a. Single bay, one vehicle, back in.
- b. Single bay, one vehicle, drive through.
- c. Double length bay, multi-vehicle, back in.
- d. Double length bay, multi-vehicle, drive through.
- e. Double length bay, multi-vehicle, multi-directional in and out.

## ATTACHMENT C

# National Purchasing Partners

## Member Intergovernmental Cooperative Purchasing Agreement

This Intergovernmental Agreement (Agreement) is by and between government entities and associated nonprofit institutions that execute a Lead Contracting Agency Authorization (“Lead Contracting Agency(ies)”) to be supplemented and made a part hereof and participating National Purchasing Partners (“NPP”) government entity members (“Participating Agencies”), including members of FireRescue GPO and Public Safety GPO, that agree to the terms and conditions of this Agreement. All NPP Lead Contracting Agencies and Participating Agencies shall be considered as “parties” to this agreement.

WHEREAS, upon completion of a formal competitive solicitation and selection process, the Lead Contracting Agencies have entered into Master Purchase Agreements with one or more Vendors to provide goods and services, often based on national sales volume projections;

WHEREAS, NPP, is a subsidiary of Virginia Mason Medical Center and Amerinet GPO, providing group purchasing, marketing and administrative support for governmental entities within the membership. NPP’s marketing and administrative services are free to its membership, which includes participating public entities and nonprofit institutions throughout North America.

WHEREAS, NPP has instituted a cooperative purchasing program under which member Participating Agencies may reciprocally utilize competitively solicited Vendor Contracts through the inclusion of the membership in Lead Contracting Agency bid Solicitation and Master Purchase Agreements;

WHEREAS, the Master Purchase Agreements provide that all members of NPP may purchase goods and services on the same terms, conditions and pricing as the Lead Contracting Agency, subject to applicable local and state laws of the Participating Agencies;

WHEREAS, the parties agree to comply with the requirements of the Intergovernmental Cooperation Act as may be applicable to the local and state laws of the Participating Agencies;

WHEREAS, the parties desire to conserve and leverage resources, and to improve the efficiency and economy of the procurement process while reducing solicitation and procurement costs;

WHEREAS, the parties are authorized and eligible to contract with governmental bodies and Vendors to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, the parties desire to contract with Vendors under the terms of the Master Purchase Agreements open to NPP members;

NOW, THEREFORE, the parties agree as follows:

### **ARTICLE 1: LEGAL AUTHORITY**

Each Party represents and warrants that it is eligible to participate in this Agreement because it is a local government or nonprofit corporation created and operated to provide one or more governmental functions and possesses adequate legal authority to enter into this Agreement.

### **ARTICLE 2: APPLICABLE LAWS**

The procurement of goods and services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules, and regulations that govern each party's procurement policies. Competitive Solicitations are intended to meet the public contracting requirements of the Lead Contracting Agency and may not be appropriate under, or meeting Participating Agencies' procurement laws. It is the responsibility of each party to ensure it has met all applicable solicitation and procurement requirements. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.

### **ARTICLE 3: USE OF BID, PROPOSAL OR PRICE AGREEMENT**

- a. Each party will facilitate the cooperative procurement of goods and services.
- b. The procuring party shall be responsible for the ordering of goods and services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties harmless from any liability that may arise from action or inaction of the procuring party.
- c. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar goods and services outside the scope of the Master Purchase Agreements and NPP.
- d. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
- e. The cooperative use of bids, proposals or price agreements obtained by a party to this Agreement shall be in accordance with the terms and conditions of the bid, proposal or price agreement, except as modified where otherwise allowed or required by applicable law, and does not relieve the party of its other bid requirements under state law or local policies.

#### **ARTICLE 4: PAYMENT OBLIGATIONS**

The procuring party will make timely payments to Vendors for goods and services received in accordance with the terms and conditions of the procurement. Payment for goods and services, inspections and acceptance of goods and services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor shall be resolved in accordance with the law and venue rules of the state of the procuring party.

#### **ARTICLE 5: COMMENCEMENT DATE**

This Agreement shall take effect after execution of the “Lead Contracting Agency Endorsement and Authorization” or “Participating Agency Endorsement and Authorization,” as applicable.

#### **ARTICLE 6: TERMINATION OF AGREEMENT**

This Agreement shall remain in effect until terminated by a party giving 30 days written notice to NPP at 1100 Olive Way, Suite 1030, Seattle, Washington 98101.

#### **ARTICLE 7: ENTIRE AGREEMENT**

This Agreement and any attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

#### **ARTICLE 8: CHANGES AND AMENDMENTS**

This Agreement may be amended only by a written amendment executed by all parties, except that any alterations, additions, or deletions of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

#### **ARTICLE 9: SEVERABILITY**

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

**THIS INSTRUMENT HAS BEEN EXECUTED IN TWO OR MORE ORIGINALS BY EXECUTION AND ATTACHMENT OF EACH “LEAD CONTRACTING AGENCY ENDORSEMENT AND AUTHORIZATION” OR “PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION,” AS APPLICABLE. ONCE EXECUTED, IT IS THE RESPONSIBILITY OF EACH PARTY TO FILE THIS AGREEMENT WITH THE PROPER AGENCY IF REQUIRED BY LOCAL OR STATE LAW.**

**SAMPLE**

**LEAD CONTRACTING AGENCY  
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of the Central Jackson County Fire Protection District (Lead Contracting Agency) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Member Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Purchase Agreements and purchase of goods and services that from time to time are made available by Lead Contracting Agencies to Participating Agencies locally, regionally, and nationally through NPP. Copies of Master Purchase Agreements and any amendments thereto made available by Lead Contracting Agencies will be provided to Participating Agencies and NPP to facilitate use by Participating Agencies.

The undersigned understands that the purchase of goods and services under the provisions of the Member Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agencies.

The undersigned affirms that he/she is an agent of the Central Jackson County Fire Protection District and is duly authorized to sign this Lead Contracting Agency Endorsement and Authorization.

**SAMPLE**

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

Lead Contracting Agency Contact Information:

Contact Person: BEN CHLAPEK  
Address: 805 NE JEFFERSON ST.  
BLUE SPRINGS, MO 64014-2132  
Telephone No.: (816) 229-2522  
Email: [bchlapek@cjcfd.org](mailto:bchlapek@cjcfd.org)

**SAMPLE – DO NOT SIGN**

**PARTICIPATING AGENCY  
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of \_\_\_\_\_ (Participating Agency) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Member Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Purchase Agreements and purchase of goods and services that from time to time are made available by Lead Contracting Agencies to Participating Agencies locally, regionally, and nationally through NPP.

The undersigned further acknowledges that the purchase of goods and services under the provisions of the Member Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agency and that neither the Lead Contracting Agency nor NPP shall be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any other Participating Agency. Upon award of contract, the Vendor shall deal directly with the Participating Agency concerning the placement of orders, disputes, invoicing and payment.

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

**SAMPLE – DO NOT SIGN**

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

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

Participating Agency Contact Information:

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone No.: \_\_\_\_\_

Email: \_\_\_\_\_

**ATTACHMENT D**

**SAMPLE – DO NOT SIGN**

, 2012



**VENDOR CONTRACT NUMBER  
NPP**

**VENDOR ADMINISTRATION AGREEMENT**

**Executive Summary**

<p><b>GPO NAME</b> National Purchasing Partners</p> <p><b>OFFICE LOCATION</b> Corporate Office: Seattle, Washington</p> <p><b>PRESIDENT</b> Andrew Forrester <a href="mailto:andrew.forrester@mynpp.com">andrew.forrester@mynpp.com</a></p>	<p><b>VENDOR</b></p> <p><b>ADDRESS</b></p> <p><b>WEB ADDRESS</b></p> <p><b>CONTACT PERSON</b></p> <p><b>EMAIL/PHONE/FAX</b> e p f</p>
<p align="center"><b>NPP CONTRACT IDENTIFICATION NPP</b></p>	
<p><b>EFFECTIVE DATES</b></p>	<p>FROM: TO:</p>
<p><b>In General</b></p>	<p>This contract entered into between VENDOR, (hereinafter referred to as “Vendor”), and National Purchasing Partners (hereinafter “NPP”) is based upon the sales of Vehicle Exhaust Removal Systems (the “Services” and “Products”) to the NPP members (“Members”).</p>
<p><b>Administration Contract Fee</b></p>	<ol style="list-style-type: none"> <li>1) Vendor agrees to pay NPP a one percent (1%) contract administration fee based upon the price paid for the Services and Products purchased from Vendor by the Members under this Agreement and not under any other agreement. The one and percent (1%) fee will be exclusive of any other fee that may be due to other associations or buying groups to which Vendor belongs. The contract administration fee shall be based on the price paid net of freight charges, taxes, returns, credits, discounts and rebates.</li> <li>2) In return for this administration fee, the NPP agrees to provide contract marketing of this agreement to NPP members.</li> </ol>



<b>Volume Sales Reports</b>	3) Vendor agrees to submit an electronic Contract Activity Report to the NPP office 30 days following the end of each quarter. The Contract Activity Report will include the content and be in the format specified by NPP from time to time.
<b>Right to Review Books and Records</b>	4) Vendor agrees to keep complete, current and accurate books, records and accounts of the transactions pursuant to this Agreement in order to verify compliance with this Agreement. Vendor further agrees to fully satisfy or otherwise comply with all inspection and reporting requirements provided under the Terms and Conditions to this Agreement.
<b>Use of Data</b>	5) The parties hereby acknowledges and agrees to all restrictions identified in the Terms and Conditions with respect to the dissemination of all information and data.
<b>Permission to Market Vendor Products/Services and use Vendor Logo</b>	6) Without limiting any confidentiality obligations of Vendor set forth in this Agreement or in any confidentiality or non-disclosure agreement between the parties and notwithstanding anything in such agreements to the contrary NPP shall not advertise, market, disclose or otherwise make know to others any information relating to any terms of this Agreement, the existence of this Agreement, or the existence of a relationship with Vendor, or any of its affiliates, subsidiaries or personnel, without the prior written consent of Vendor which consent may be given or withheld in Vendor's sole discretion, except that NPP may disclose such information as may be required under applicable law without such consent from Vendor. Vendor agrees to provide NPP with all requested information including but not limited to logos, price sheets, and contact information within twenty (20) days of becoming an approved NPP Vendor. Furthermore, Vendor hereby authorizes the NPP to utilize the Vendor company logo, copy (text) provided by Vendor about their products and services, provided links to the Vendor web site, provided price sheets, and other such material and information necessary to market Vendor to NPP members. Vendor agrees to provide NPP information such as logo, product descriptions and pricing information within ten (10) working days of request.
<b>Contract Term and Extension</b>	7) This Vendor Administration Agreement shall be in effect for the duration of the Master Purchase Agreement referenced herein with respect to competitive solicitation obtained by a Request for Proposal or Request for Bid, unless otherwise terminated pursuant to the provisions of this Agreement. The term can be extended by written mutual consent for up to three consecutive one (1) year periods, consistent with the terms of the Master Purchase Agreement referenced herein.
<b>Cancellation</b>	8) This contract shall be in full force and effect from the effective date identified herein upon signing. This Vendor Administration Agreement shall be in effect for the duration of the Master Purchase Agreement referenced herein, whether

	obtained by NPP or a lead sponsoring Participating Agency, with respect to competitive solicitations, or a lead or sponsoring Participating Agency, with respect to non-competitive solicitation obtained by a Request for Proposal or Request for Bid, unless otherwise terminated pursuant to the provisions of this Agreement.
<b>Entire Agreement</b>	9) This Contract, the Addendum or Exceptions to the RFP, including the Terms and Conditions of which are a part of this contract and by their reference incorporated herein and of which Vendor acknowledges it has reviewed and signed, shall constitute the entire agreement between the NPP and Vendor with respect to the subject matter herein and shall supersede all prior verbal or written agreements, understandings, promises, and contracts between the parties.



## National Purchasing Partners Vendor Administration Agreement Terms and Conditions

**In addition to the terms set forth in the Executive Summary, National Purchasing Partners and Vendor shall comply with the following general terms and conditions.**

1. **RECITALS.** This National Purchasing Partner Vendor Administration Agreement (“Agreement”) is made and entered into as of the Effective Date (as defined on the signature page hereto) by and between National Purchasing Partners (“NPP”), and \_\_\_\_\_ (“Vendor”), (collectively, “the Parties”).
  - a) NPP is a group purchasing organization (“GPO”) which enters into arrangements for the purchase of products and services on behalf of member Participating Agencies located throughout North America;
  - b) NPP provides a broad portfolio of agreements capable of serving all types of organizations; and
  - c) NPP’s objective is to utilize lead or sponsoring governmental member institutions to secure agreements with Vendors that provide the Participating Agencies with a pool of resources from which to obtain products and services of optimum value at discounted prices while satisfying state and federal competitive solicitation requirements where applicable; and
  - d) Vendor desires to provide products and services to the Participating Agencies pursuant to the terms of this Agreement and the Master Purchase Agreement referenced herein, provided that the Participating Agency complies with the Vendor’s credit requirements.
  
2. **DEFINITIONS.** Unless otherwise defined in the text of this Agreement, capitalized terms used herein shall have the meaning ascribed to them in this Paragraph 2:
  - a) **Authorized Vendor** means those dealers, Vendors, wholesalers, and/or manufacturers authorized in writing by NPP to distribute Products and Services at NPP contract pricing to the Participating Agencies.
  - b) **Contract Activity Report** means the report(s) Vendor is required to submit to NPP listing all Sales under this Agreement, such report(s) to be substantially in the form of Addendum A as may be amended from time to time attached hereto.
  - c) **Contract Administration Fee** means the percentage of Sales Vendor agrees to remit to NPP that are realized or generated as a consequence of this Agreement or any other arrangement between Vendor and a Participating Agency.
  - d) **Contract Period** means the period as defined in the Master Purchase Agreement executed by Vendor and the lead government member institution.
  - e) **Force Majeure Event** means a natural disaster, work stoppage, actions or decrees of governmental bodies or communications failures not the fault of a party hereto.
  - f) **Master Purchase Agreement** means the agreement [also referred to as Contract] incorporated herein by reference, and the terms and conditions contained therein shall apply to this Agreement except as expressly modified by this Agreement.
  - g) **Participating Agencies** means the member governmental units and nonprofits represented by NPP.
  - h) **Minority Business /H.U.B. Min** means any business certified by a federal, state or local governmental agency, or identified by a Participating Agency pursuant to the Participating Agency’s own diversity initiatives or internal policies, as a Minority Business Enterprise, Small Business Enterprise, Historically Underutilized Business, Women-owned Business Enterprise, or some other comparable classification.

- i) **Products** mean those items, accessories, equipment or services to be provided to the Participating Agencies by Vendor in accordance with this Agreement, the Request for Proposal and/or the Master Purchase Agreement entered into by Vendor and a Participating Agency.
  - j) **Sales** means the actual amount, including any credits or discounts, billed by Vendor to and paid by Participating Agencies for the Products.
3. **RESERVATION OF RIGHT.** NPP, acting in the best interest of all of the Participating Agencies, reserves the right (without any obligation) to:
- a) Request minor modifications of Vendor's and/or competing proposal(s) in order to facilitate use of the resulting Master Purchase Agreement by its members; or
  - b) Seek other agreements (from Vendor and/or others) for the benefit of its members as may be permitted outside the competitive solicitation process.

#### **Vendor Obligations**

4. **PARTICIPATING AGENCIES.** During the Contract Period, Vendor shall offer and sell the Products to the Participating Agencies on the terms and conditions set forth:
- a) In this Agreement and the Master Purchase Agreement entered into between NPP and Vendor to which each Participating Agency agrees to be bound; or
  - b) Pursuant to the terms of any Master Purchase Agreement executed by Vendor and a Participating Agency and obtained through a Request for Proposal, Request for Bid, or other competitive procurement process, whether published or not by the Participating Agency, that extends its terms to the NPP membership.

Participating Agencies shall be permitted to purchase products from Vendor at the prices or discounts identified in the Master Purchase Agreement by referencing the Vendor Contract Number or Price File Number when ordering products or services.

5. **MARKETING.**

Current marketing programs offered by the NPP include:

- a) **Member Product Training:** Opportunity for vendors to provide members product training.
- b) **NPP Booth Participation:** Opportunity for vendors to present services at NPP's booth at conferences; provided that vendors agree to NPP's Terms of Booth Participation, as amended by NPP from time to time.
- c) **Vendor Training:** NPP will train Vendor's sales force on Contract through webinars or in-person training seminars.
- d) **Other Marketing Opportunities:** As offered from time to time.

Vendor may participate in any or all marketing programs at its convenience. Additionally, there are other opportunities at conventions and conferences, including joining NPP personnel in the NPP booth and providing literature and product samples to be displayed in the booth. Participation in marketing programs is encouraged but voluntary.

Vendor shall offer good faith effort to market its Products to NPP members through its own internal means. Vendor shall also offer good faith participation in informational marketing programs NPP provides to its membership. In addition, at a minimum, Vendor shall offer NPP

- a) Attendance at Vendor's National Sales Meetings, if any;
- b) A formal launch of the program; and
- c) Access to Vendor sales representatives for ongoing trainings on the program and local NPP events, including joining NPP personnel in the NPP booth and providing literature and product samples to be displayed in the booth. Participation in most marketing programs is encouraged but voluntary.

6. **MARKETING MATERIALS - USE OF NPP LOGO.** Vendor may reference NPP and its logo in marketing materials provided that NPP has been provided the opportunity to review printed materials prior to distribution and Vendor has complied with current NPP logo use specifications. Vendor must obtain written approval from NPP for all direct marketing materials prior to dissemination.
7. **ACKNOWLEDGMENT OF NATIONAL DISTRIBUTION EXPECTATIONS.** Vendor acknowledges that Participating Agencies may be located throughout North America and that the ability to distribute products and services on a national level is preferred but not required. Vendor further acknowledges that multiple bid awards may be granted if a local vendor is unable or unwilling to distribute products and services on a national level.
8. **NO DISRUPTION OF NPP'S RELATIONSHIP WITH PARTICIPATING AGENCIES.** Vendor shall not offer, persuade or seek to induce any Participating Agency to terminate its status or relationship with NPP in any manner or form whatsoever. A breach of this Paragraph will constitute sufficient cause for NPP to terminate this Agreement and/or to seek damages from Vendor for loss of all actual and prospective Contract Administration Fees resulting directly or indirectly from such breach.
9. **SUBSTITUTE PRODUCTS.** Vendor shall furnish only those products as ordered by Participating Agencies and shall not furnish an alternate or substitute product or brand to any Participating Agency, unless the substitute is requested by Participating Agency, without written approval of such Participating Agency and prior written notice to NPP.
10. **DISTRIBUTION TO PARTICIPATING AGENCIES.** Vendor shall sell and ship such Product to the Participating Agency at the address the Participating Agency so specifies. Vendor shall obtain payment for any delivered Product directly from the Participating Agency to whom the Product was delivered. Vendor shall be solely responsible, at its sole cost, for resolving all disputes and controversies regarding any purchase order, invoice, product, and shipment and/or delivery date with the applicable Participating Agencies without liability, participation or contribution by NPP.
11. **PROMPT DELIVERY.** Vendor shall make prompt delivery of all Products to Participating Agencies. Vendor and Participating Agencies may negotiate additional mutually agreed upon terms and conditions as they relate to the specific needs of a product or service, pursuant to the terms of the Master Purchase Agreement executed by the Vendor and Participating Agency, as modified or amended.
12. **TAXES.** Vendor shall be responsible for the withholding and /or payment, as required by law, of all federal, state and local taxes imposed on Vendor or its employees because of the performance of the Services hereunder. Further, Vendor shall comply with all federal and state benefits laws applicable to Vendor or its employees, if any, including making deductions and contributions to social security and unemployment tax. In addition, Vendor is responsible for collecting and remitting all applicable taxes due in connection with Vendor's sale of products to Participating Agencies, if any. Each party shall be responsible for the payment of all other taxes, if any, imposed upon it in connection with, or as a result of, this Agreement. If a Participating Agency is exempt from paying taxes on its purchases from Vendor, the Participating Agency shall provide Vendor with a valid certificate of exemption, as prescribed and defined by applicable state law. Otherwise, Vendor shall charge the Participating Agency taxes, if any, on its sales of Products to said Participating Agency. Notwithstanding the foregoing, taxes or similar liabilities chargeable against the income or gross receipts of Vendor shall be paid by Vendor. The Participating Agency will remit all taxes to Vendor concurrently with payment of all invoices. Vendor shall defend, indemnify and hold harmless NPP against any and all suits, claims and expenses arising out of any claimed failure to pay any tax on any Product sold under this Agreement.
13. **RESTRICTIONS ON USE OF DATA.** The parties hereby acknowledges and agrees that all information and data generated or otherwise made available to the other party as a result of participation under this Agreement ("Data"), may be used by the other party only for the following internal purposes: (i) reporting, and (ii) use of Data as "input data" in a collection of data, cumulative in nature, which does not disclose the source, at any

time, of the input data. In no event shall a party sell, market or commercialize Data or create derivative products or applications for sale based on Data.

### **Participating Agency Matters**

14. **STATE AND FEDERAL PROCUREMENT LAWS.** Vendor acknowledges that some Participating Agencies are governmental entities and may be bound by state and/or federal competitive solicitation requirements as well as possible mandatory local vendor preference regulations. Vendor further acknowledges that amendment, modification and/or termination of all or select provisions of this Agreement, Master Purchase Agreements or other awards of contracts obtained from Request for Proposal, Request for Bid, or other solicitation process may prove necessary in order to comply with the laws of the state of origin of the Participating Agency subject to a signed written Agreement between the parties. Vendor agrees to accommodate all reasonable requests by a Participating Agency to comply with federal, state and local laws.
15. **MINORITY BUSINESS ENTERPRISE/H.U.B.** Certain Participating Agencies may be required or encouraged by law, regulation and/or internal policy to do business with Minority Businesses. To help the Participating Agencies meet such requirements or policies, Vendor agrees to endeavor to comply with all Participating Institution policies and programs with respect to Minority Businesses as requested, and to provide, upon request by the Participating Agency, statistical or other information regarding Vendor's utilization of such Minority Businesses as vendors, Vendors, contractors or subcontractors.

### **Term and Termination**

16. **TERM.** This Vendor Administration Agreement shall be in effect for the duration of the Master Purchase Agreement referenced herein with respect to competitive solicitation obtained by a Request for Proposal or Request for Bid, unless otherwise terminated pursuant to the provisions of this Agreement. The term can be extended by written mutual consent for up to three consecutive one (1) year periods, consistent with the terms of the Master Purchase Agreement referenced herein.
17. **TERMINATION BY NPP WITH CAUSE.** NPP may terminate this Agreement for cause upon thirty-days (30-days) written notice to Vendor, and failure by Vendor to cure the event giving rise to cause within such thirty-day (30-day) period, except to the extent that shorter notice and cure periods are specified below. For purposes of this Agreement, NPP shall have "cause" for termination if:
  - a) Subject to Paragraph 40 herein, Vendor is unable for any reason to supply Participating Agencies with products or services at any time during the Contract Period, other than supplier and/or OEM manufacturer delays and shortages beyond the control of Vendor; or
  - b) Vendor does not maintain adequate equipment, inventory or personnel to properly service Participating Agencies; or
  - c) Vendor does not maintain the requisite insurance coverage specified in Paragraph 32 hereto; or
  - d) Where applicable, Vendor fails to notify NPP and the Participating Agencies within seven (7) days after (i) Vendor becomes aware of any defect or condition which may render any Product in violation of the Federal Food, Drug and Cosmetic Act, or any other federal, state or local law, regulation or ordinance, or which in any way alters the specifications or quality of any Product, or (ii) Vendor receives any notification of any regulatory action or warning letter concerning any Product; or
  - e) Vendor fails to pay any Contract Administration Fee or fails to submit any Contract Activity Report in accordance with this Agreement; or
  - f) Vendor does not cure any error in reporting or payment identified as a result of an audit as provided in Paragraph 27 hereto; or
  - g) Vendor otherwise breaches this Agreement and fails to cure such breach within thirty-days (30-days) after NPP gives written notice to Vendor thereof.
18. **BANKRUPTCY.** The Parties reserve the right, in their sole and exclusive judgment, to terminate this Agreement immediately upon notice that either Party (a) transfers assets in fraud of its creditors, (b) makes an

assignment for the benefit of its creditors, (c) Vendor is the subject of any proceeding in bankruptcy instituted on behalf of or against it, (d) has a receiver or trustee appointed for its property, or (e) believes in its sole and exclusive judgment that the other Party is financially unable to carry out adequately its obligations under this Agreement.

19. **TERMINATION BY VENDOR WITH CAUSE.** Vendor may terminate this Agreement if NPP breaches a material term of this Agreement and fails to cure such breach within thirty-days (30-days) after Vendor gives written notice to NPP thereof.
20. **TERMINATION BY THE PARTIES WITHOUT CAUSE.** Neither party may terminate this Agreement without cause prior to the termination of the Master Purchase Agreement referenced herein unless agreed upon by both parties in writing.
21. **RIGHTS AND OBLIGATIONS FOLLOWING TERMINATION.** Upon termination of this Agreement for any reason, NPP and Vendor shall have the following rights and obligations, which shall survive the termination of this Agreement:
  - a) Neither party shall be released from any obligation arising under this Agreement prior to its termination, including, but not limited to, Vendor's obligation to pay NPP the Contract Administration Fee in full with respect to any sale of any Product through the date of termination of this Agreement; and
  - b) Vendor shall continue to honor each order for each Product, from each Participating Agency, up to the effective date of termination and for a period of thirty-days (30-days) thereafter, which orders shall be subject to the pricing, terms and conditions of this Agreement.
  - c) Vendor shall not release nor disseminate NPP data or other proprietary information acquired as a result of this Agreement to third parties.

#### **Vendor Fee and Reporting Requirements**

22. **CONTRACT ACTIVITY REPORT.** Vendor shall remit to NPP a current Contract Activity Report in format acceptable to NPP within thirty-days (30-days) after the close of each Reporting Period. For purposes of this agreement, "Reporting Period" shall mean each Calendar Quarter.
23. **CONTRACT ADMINISTRATION FEES.** Vendor shall remit to NPP, together with a Contract Activity Report, a Contract Administration Fee equal to **one percent (1%)** of the price paid for the Services and Products purchased by the Members under or as a consequence of this Agreement. Said fee shall include and be calculated based on all Services and Products purchased by a Participating Agency directly related to the NPP contract referenced by the Participating Agency. Said fee shall include and be calculated based on all Services and Products purchased by a Participating Agency directly related to the NPP contract referenced by the Participating Agency. The Contract Administration Fee shall be based on the price paid net of freight charges, taxes, returns, credits, discounts and rebates. Vendor shall pay the Contract Administration Fee in U. S. Dollars by check or bank draft made payable to "NPP" and shall remit the Contract Administration Fee to NPP within thirty-days (30-days) after the close of each Reporting Period. Contract Administration Fee payment shall be made to the following address:

**National Purchasing Partners**  
**P.O. Box 46930**  
**St. Louis, MO 63146**  
Electronic forms may be sent to [reports@mynpp.com](mailto:reports@mynpp.com)

Each Contract Administration Fee payment must be accompanied by (a) the Contract Activity Report in both electronic and hard copy **and** (b) the following information to be provided by Vendor to NPP in writing:

- a) Vendor's name (If a parent or affiliate corporation is making a payment on behalf of Vendor, Vendor's name as it appears on this Agreement shall be identified on the face of the check stub or on the payment notice); and
- b) NPP contract number, if provided by NPP; and

c) Reporting Period for which the Contract Administration Fee is being paid (e.g., 1/1/012 - 3/31/12).

24. **CONTRACT ADMINISTRATION FEE REPORTING SPECIFICATIONS.** Vendor agrees to comply with all provisions of the current Quarterly Reporting Policy and Procedure for Non-Compliance, as may be amended by NPP from time to time, with respect to failure to submit complete quarterly reports and payments. As indicated herein, Vendor shall submit to NPP or its Designee a Contract Activity Report in electronic form and Vendor shall comply with the specifications for electronic filing specified in this paragraph, as may be amended by NPP from time to time. If Vendor fails to submit the Contract Activity Report in electronic form and/or the Contract Activity Report in electronic form does not comply with the specifications set forth in Addendum A, Vendor shall pay NPP an additional one-percent (1.0%) of the Sales for the applicable Reporting Period as an administrative/processing fee. The administrative/processing Fee shall be added to and remitted with the payment of the Contract Administrative Fee applicable to such Reporting Period. Vendor shall provide NPP with a description of Vendor's process for loading the NPP Participating Agencies into its reporting systems and tracking and reporting Sales by the Participating Agencies under this Agreement. The description should include:

- a) Information concerning how Vendor: (a) adds Participating Agencies; and (b) enters pricing terms into its reporting systems and how Vendor makes such pricing terms available to Participating Agencies;
- b) The forms to be used by Vendor for the designation(s) described in clause a) above; and
- c) The names of the individual(s) responsible for this process and procedure for Vendor.

25. **CONTRACT ADMINISTRATION FEE SURCHARGE.** Intentionally left blank.

26. **ESTIMATED CONTRACT ADMINISTRATION FEE.** If the Contract Administration Fee has not been received by NPP within ninety-days (90-days) after the end of the Reporting Period to which it relates, NPP may invoice Vendor for the Contract Administration Fee estimated by NPP to be due for such Reporting Period. Vendor shall pay such undisputed estimated Contract Administration Fee within ten (10) days after receipt of NPP's invoice, if Vendor has not previously paid the Contract Administration Fee for such Reporting Period. Invoice of such Contract Administration Fee by NPP, or payment of such estimated Contract Administration Fee by Vendor, shall not relieve Vendor of its obligation to submit the Contract Activity Report applicable to such Reporting Period and to pay in full the actual Contract Administration Fee owed with respect to such Reporting Period and any surcharge applicable thereto.

27. **RIGHT TO AUDIT.** Vendor agrees to keep complete, current and accurate books, records and accounts of the transactions pursuant to this Agreement in order to verify compliance with this Agreement. All such books, records and accounts shall be available for inspection and audit by NPP and its authorized representatives at any time during the term of this Agreement and for one (1) year thereafter, but no more frequently than twice in any consecutive twelve (12) month period and only during reasonable business hours and upon reasonable notice. If any NPP audits disclose a failure to provide the correct sales tracing information, then NPP shall have the right, at NPP's option, to increase frequency and scope of audits. If any of NPP's audits disclose a failure to provide the correct Contract Administration Fee, then NPP shall have the right, at NPP's option, to immediately terminate this Agreement while retaining the right to pursue collection of its earned fees and Vendor shall be responsible for the payment of the audit. Should any audit produce evidence that overcharges were incurred by Participating Agencies, then Vendor shall credit said Members within thirty-days (30-days) of written notice of said overcharge. If any Audit of Vendor invoices or other records reveal any variance from any invoice to any Member, Vendor shall immediately refund any excess payment received from the Member.

28. **NOTICE**

- a) Every notice, Contract Activity Report and other communication to NPP in connection with this Agreement shall be in writing. Each such notice, Contract Activity Report and other communication, and each payment and Contract Administration Fee hereunder, shall be sent to NPP at the following address until otherwise notified in writing by the other party:



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

\*Please note: Minor Reporting issues may be directed to the Contract Administrator at  
contracts@mynpp.com or (800) 810-3909.

- b) Unless otherwise notified by Vendor, every notice and other communication to Vendor in connection with this Agreement, including reporting discrepancies and problem resolution, shall be in writing and shall be addressed to:

**[VENDOR INFORMATION]**

Vendor must provide NPP written notice of change within thirty-days (30-days) following a change in the above contact individual.

- c) Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the postmark date of such written notice. The NPP and Vendor may modify the addresses for such notices provided such modification is given in writing under the provisions of this section.

**Warranties, Indemnification and Law**

29. **PRODUCT AND SERVICE WARRANTY.** Vendor represents and warrants to NPP that all original manufacturers' warranties will be upheld and each Product will not be improperly stored, reprocessed or repackaged from its original state. Vendor represents and warrants to NPP that all Services will be done in a good and workmanlike manner and warranted for 30 days.
30. **COMPLIANCE BY VENDOR WITH ALL APPLICABLE LAWS.** In the performance of its duties and obligations under this Agreement, Vendor shall at all times comply with all applicable federal, state and local laws, statutes, regulations, rules, orders and ordinances now in effect or as hereafter enacted, amended or promulgated.
31. **INDEMNIFICATION.** To the fullest extent permitted by law, each party shall indemnify, defend (at the party's sole expense) and hold harmless the other party, affiliated companies of the other party, their partners, joint ventures, representatives, members, designees, officers, directors, shareholders, employees, agents, successors and assigns ("Indemnified Parties"), from and against any and all claims for bodily injury or death, damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including, but not limited to, investigative and repair costs, attorneys' fees and costs and consultants' fees and costs) ("Claims") which arise or are in any way connected with the products or services performed or provided by the party or its agents. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of the party, its employees or agents, whether active or passive. Such party shall not be obligated to indemnify and defend the other party for claims found to be due to the sole negligence or willful misconduct of indemnified parties. These indemnification obligations shall survive expiration or other termination of this Agreement.

**Insurance and Shipping Charges**

32. **INSURANCE.** Vendor shall maintain insurance coverage adequate to fully protect Vendor, NPP, and Amerinet from any and all claims of any nature for damage to property or for personal injury, including death, made by any person or entity arising from Products and Services sold through Vendor or actions related to

Products and Services sold through Vendor (including subcontractors, employees, consultants or agents of Vendor). Upon request of NPP, Vendor shall provide evidence of insurance coverage as specified above.

33. **PRODUCT TITLE, SHIPPING CHARGES, DELIVERY SURCHARGES.** Inbound Freight Charges, shipping charges and delivery surcharges, if any, shall be consistent with the terms and conditions of the Master Purchase Agreement executed by the Vendor and Participating Agency.

#### **Product Marketing and GPO-Compliance Requirements**

34. **PRODUCT RETURNS.** Notwithstanding the express written terms of the Master Purchase Agreement executed by the Vendor and Participating Agency, each Participating Agency shall have the right to return, without penalty, cost or delay, any excess or unnecessary Product for full original purchase price credit under any of the following circumstances: (a) the Product is received outdated or is otherwise unusable; (b) the Product is received damaged, or is defective or nonconforming; (c) the Product is one which a manufacturer or Vendor specifically authorizes for return through a Vendor; or (d) the Product is recalled, provided product is returned through the Vendor. Vendor shall issue credit to an institution within thirty-days (30-days) of the date of return. Failure to credit Participating Agencies' accounts within (30) days will result in a penalty of 1% per month added to the credit amount due. If any Product, to be returned through Vendor, was originally sent to the Participating Agency in accordance with the requirements and specifications set forth in the Participating Agency's purchase order, then the Participating Agency shall bear the freight cost for returning such Product to Vendor. In all other cases, Vendor shall bear the freight cost to return such Product to Vendor. Vendor shall also provide NPP with a copy of its return goods policy prior to the Commencement Date and with copies of any change in such policy during the term of the Agreement.

#### **Other**

35. **ELECTRONIC COMMERCE.** Vendor shall support the development of electronic commerce on the Internet by and among NPP, the Participating Agencies and Vendor to the extent feasible.
36. **CONFIDENTIALITY.** Except as may be required by law or as reasonably required to conduct their respective businesses, NPP and Vendor shall not use, publish or disclose or cause anyone else to use, publish or disclose any confidential information obtained in connection with the negotiation and implementation of this Agreement. NPP and Vendor shall maintain the confidentiality of the terms of this Agreement, as well as all negotiations prior to the Effective Date. The above restrictions on disclosure and use shall not apply to any information which (a) is or becomes generally available to the public, other than as a result of disclosure by the party receiving the information pursuant to this Agreement, (b) was made available to other third persons on a non-confidential basis prior to the execution of this Agreement, or (c) becomes available on a non-confidential basis from a third person, which third person was not itself under an obligation to maintain the confidentiality of such information, or (d) is required by law, subpoena or court order to be disclosed. NPP may disclose such confidential information to the Shareholders and Participating Agencies and any employee or advisor of NPP in its evaluation, operation or interpretation of this Agreement. NPP and Vendor may disclose the existence of this Agreement and other information, such as the overall savings expected to be realized from this Agreement, subject to the written approval of the other party. The provisions of this clause shall survive the expiration or other termination of this Agreement regardless of the cause of termination.
37. **INDEPENDENT CONTRACTORS.** The parties shall be and act as independent contractors and this Agreement shall not be construed as one of partnership, agency, joint venture or employment. Nothing in this Agreement shall (a) constitute the formation of a partnership, joint venture or employment relationship, or (b) give the right, power or authority to one party to bind the other.

38. **NO COLLUSION.** Vendor represents and warrants that it prepared its proposal to NPP without any collusion whatsoever between Vendor and any other potential or actual Vendors or contractors of NPP.
39. **UNENFORCEABLE PROVISION.** If one or more of the provisions of this Agreement, or the application or interpretation thereof, is determined to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect, and the provisions deemed invalid or unenforceable replaced with valid and enforceable provisions which achieve the intent of Vendor and NPP in entering into this Agreement.
40. **FORCE MAJEURE.** If either NPP or Vendor is unable to discharge any obligations imposed by this Agreement, the non-complying party shall not be liable in the event such failure is due to a Force Majeure Event. NPP shall have the right to select an alternate or additional Vendor(s) to replace or supplement Vendor, if in NPP's sole and exclusive judgment, Vendor is unable to fully discharge or adequately fulfill its obligations under this Agreement as a result of a Force Majeure Event.
41. **ASSIGNMENT.** Vendor shall not assign this Agreement without the prior written consent of NPP. For purposes of this Paragraph, "assignment" shall be deemed to include (a) the sale or transfer of any rights or obligations under this Agreement, and (b) a change in the identity of the person(s) or entity(ies) owning a majority of the issued and outstanding voting securities of Vendor and/or Vendor's parent corporation(s). An assignment to a related shall be permitted without prior written consent. Any attempt by Vendor to assign any of its rights or delegate any of its duties hereunder without the prior written consent of NPP shall be null and void and shall entitle NPP, at its sole and exclusive option, to terminate this Agreement in its entirety. In addition, any such attempted assignment by Vendor shall entitle each Participating Agency, at its sole and exclusive option, to cease purchasing any and all Products from Vendor and to begin purchasing such Products from such other manufacturers or Vendors as the Participating Agency may select. NPP may freely assign and delegate any of its rights and obligations under this Agreement without restriction. Subject to the limitations on assignment set forth in this Paragraph, this Agreement will apply to, be binding in all respects upon, and inure to the benefit of, the successors and permitted assigns of the parties.
42. **NON-WAIVER OF PROVISIONS.** The party entitled to the benefit of such provision may waive any provision of this Agreement in writing at any time. No waiver of any provision of this Agreement shall be deemed to or shall constitute a waiver of any other provision hereof. Except as expressly provided in this Agreement, no delay on the part of any party in exercising any right, power or privilege shall operate as a waiver thereof. The waiver by either party of any breach or default by the other party shall not be construed to be either a waiver of any subsequent breach or default of any such provision, of the same or different kind, or a waiver of the provision itself.
43. **SECTION HEADINGS.** All section headings contained herein are for convenience only and shall in no way modify or restrict any of the terms or provisions hereof, or affect the meaning or interpretation of this Agreement.
44. **SIGNATURE OF DULY AUTHORIZED REPRESENTATIVE.** Duly authorized representatives or agents of both NPP and Vendor shall sign this Agreement, and such signatures shall be conclusive proof of that person's authority to bind NPP and Vendor, respectively.
45. **GOVERNING LAW.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington without regard to choice or conflict of law rules. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. The United States Arbitration Act shall govern the interpretation, enforcement, and proceedings pursuant to the arbitration clause set forth herein.
46. **ADDENDA; ENTIRE AGREEMENT.** The General Terms as well as all Addenda to this Agreement are an integral and binding component of this Agreement, and are incorporated fully herein by this reference. In the event of any actual or perceived inconsistencies or conflicts between this Agreement and any addendum hereto, the provisions of this Agreement shall govern. This Agreement, together with the addenda, will constitute the full and complete Agreement between the parties as to the terms outlined herein. This Agreement supersedes and cancels in their entirety any and all previous agreements, discussions, negotiations, commitments and

obligations of any sort, whether written or oral, existing between NPP and Vendor with respect to the subject matter hereof.

47. **AMENDMENT, MODIFICATION AND CANCELLATION.** The parties may, from time-to-time, agree to modify the terms of this Agreement, including the addition or deletion of products and services offered by Vendor, provided, however, that the amendment is in writing and signed by the NPP Executive Director and by Vendor' authorized representative. Both parties reserve the right to cancel this Agreement in whole or in part if the other party breaches this Agreement and does not correct such failure within thirty-days (30-days) of receiving written notice from the other party specifying such failure or if the other party in any respect repudiates or otherwise breaches the terms hereof.
48. **AUTHORIZED USE OF NPP MEMBERSHIP LIST ("THE LIST").** NPP may, from time to time, provide Vendor with the List. The authorized use shall consist solely and exclusively of the provisions of this paragraph, unless otherwise approved upon in writing by NPP.
- a) Vendor may use the entire NPP Membership List for the following purposes:
    - i) sales calls, telemarketing, faxing, email, and mailing promotional materials; and
    - ii) generating in-house reports.
  - b) The Vendor specifically may not:
    - i) copy, modify, alter adapt or transfer the List, in whole or in part, except to engage in the authorized use set forth in this paragraph; or
    - ii) disclose, distribute, rent, sub-license or lease the List to any third party or use the List to provide service for other parties without prior written consent of NPP.
  - c) NPP WILL IN NO EVENT BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE VENDOR'S USE OF OR INABILITY TO USE THE LIST. NPP IS NOT RESPONSIBLE OR LIABLE FOR ANY COSTS INCURRED BY THE VENDOR, INCLUDING BUT NOT LIMITED TO, THOSE INCURRED AS A RESULT OF LOST PROFITS OR REVENUE, CLAIMS BY THIRD PARTIES, OR FOR OTHER SIMILAR COSTS.
  - d) Any liability of Vendor as set forth in the Agreement is hereby limited to the direct costs of cover (the actual, reasonable replacement costs for such goods). In addition, Vendor will not be liable for any consequential or indirect damages, and that its maximum liability to be the amount Vendor receives under the contract.
49. **COUNTERPARTS.** This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date signed by National Purchasing Partner's authorized representative (the "Effective Date").

**VENDOR NAME:** \_\_\_\_\_  
**VENDOR**  
**ADDRESS**  
**CITY, STATE, ZIP**

**AUTHORIZED REPRESENTATIVE:**  
**BY:** \_\_\_\_\_  
**PRINTED NAME:** \_\_\_\_\_  
**TITLE:** \_\_\_\_\_  
**DATE:** \_\_\_\_\_

**NAME:** **National Purchasing Partners**  
**ADDRESS:** 1100 Olive Way, Suite 1020  
Seattle, WA 98101

Note: The NPP mailing address for Contract Activity Report and payment can be found in **Section 23** of this document.

**AUTHORIZED REPRESENTATIVE:**  
**BY CONTRACT MANAGER:** \_\_\_\_\_  
**PRINTED NAME:** Bruce R. Busch  
**TITLE:** Senior Vice President, Legal Counsel  
**DATE:** \_\_\_\_\_

## **VENDOR ADMINISTRATION AGREEMENT ADDENDUM A**

### **Quarterly Reporting: What You Need**

National Purchasing Partners vendors are required to submit a quarterly Contract Activity Report according to your organization's Vendor Administration Agreement. Please scroll down to find reporting and administrative fee payment instructions and use the reporting template on [www.nppgovernment.com](http://www.nppgovernment.com)

### **Quarterly Volume Sales Report Instructions**

#### **Step One: Filling Out the Forms**

Even if you have had no sales, please submit a report indicating zero sales for the quarter. Please call our office with any questions you may have regarding the content or format of the Contract Activity Registration form, ask for:

Michael Peterson  
1.800.810.3909  
[Michael.Peterson@mynpp.com](mailto:Michael.Peterson@mynpp.com)

#### **Step Two: Submitting the Forms and Payment**

In accordance with your Vendor agreement the Contract Activity Report and Payment is due in the National Purchasing Partners office within 30 days following the end of each quarter.

#### **MAIL ADMINISTRATION FEE PAYMENT TO:**

**National Purchasing Partners  
P.O. Box 46930  
St. Louis, MO 63146**

#### **EMAIL THE COMPLETED CONTRACT ACTIVITY REPORT TO:**

[reports@mynpp.com](mailto:reports@mynpp.com)

#### **Contact**

If you have any questions, please call our office for assistance. We look forward to speaking with you! Our number is 1.800.810.3909 or email:

Michael Peterson, [Michael.Peterson@mynpp.com](mailto:Michael.Peterson@mynpp.com)

### Reporting Template Example\*

Vendor Name	Contract Number	Customer NPP Member #	Customer Name	Customer Address	Customer Address 2	City	State	Zip Code	Vendor Item Description	Manufacturer Item #	Item Price	Item Qty.	Total Amount	Admin Fee Percent	Admin Fee	Begin Date	End Date

\*Please note these headers are required when creating your report, however there are optional headers that can be included. See table below for complete list.

The file sent to National Purchasing Partners needs to be compatible for use with Microsoft Excel.

Column Data Name	Required	Data Description	Maximum Length/Type
Vendor Name	Required		Text (50)
Vendor NPP Contract Number	Required	Vendor ID number assigned to vendor by NPP	Number (7)
Customer NPP Member Number	Required	ID number assigned to customer by NPP. (Found in Member List.)	Number (7)
Customer GLN	Optional	Global Location Number	Text (13)
Customer Name	Required		Text (50)
Customer Address 1	Required		Text (30)
Customer Address 2	Optional		Text (30)
Customer City	Required		Text (30)
Customer State	Required	Post Office State Code i.e. OR for Oregon	Text (2)
Customer Zip Code	Required		Text (10)
Invoice Number	Optional		Text (20)
Invoice Date	Optional		Date MM-DD-YYYY format
Vendor Item Number	Optional		Text (20)
Vendor Item Description	Required		Text (50)
Manufacturer Item Number	Required		Text (20)

<b>Column Data Name</b>	<b>Required</b>	<b>Data Description</b>	<b>Maximum Length/Type</b>
Manufacturer Item Name	Optional		Text (50)
Item UOM (Unit of Measure)	Optional	Selling Unit i.e. CASE, BOX, EACH	Text (20)
Item UOM Conversion	Optional	Number of items per UOM i.e. 12 items in a CASE, 36 items in a CASE. (EACH is always equal to 1)	Number
Item Price	Required	Price per UOM i.e. \$120.00 per case	Number (up to 2 decimal places)
Item Quantity	Required	Number of UOM i.e. 10 cases, 10 Each, 6 Boxes	Number
Total Amount	Required	Amount received from customer	Number (up to 2 decimal places)
Admin. Fee Percent	Required	Percent of Total Amount per Contract agreement for NPP	Number
Admin. Fee	Required	Contract agreement amount for NPP	Number (up to 2 decimal places)
Begin Date	Required	Reporting Period Begin Date	Date in MM-DD-YYYY format
End Date	Required	Reporting End Date	Date in MM-DD-YYYY format



**ATTACHMENT E**

**Declaration of Non-Collusion**

The undersigned does hereby declare that there has been no collusion between the undersigned, the Lead Contracting Agency, 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 Lead Contracting Agency for consideration in the award of a contract or Master Purchase Agreement negotiated as a result of this Request for Proposal.

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

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

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

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

## EXHIBIT 1

### Oregon's Incorporated Cities

Adair Village	Donald	John Day	Nyssa	Tangent
Adams	Drain	Johnson City	Oakland	The Dalles
Adrian	Dufur	Jordan Valley	Oakridge	Tigard
Albany	Dundee	Joseph	Ontario	Tillamook
Amity	Dunes City	Junction City	Oregon City	Toledo
Antelope	Durham	Keizer	Paisley	Troutdale
Arlington	Eagle Point	King City	Pendleton	Tualatin
Ashland	Echo	Klamath Falls	Philomath	Turner
Astoria	Elgin	La Grande	Phoenix	Ukiah
Athena	Elkton	La Pine	Pilot Rock	Umatilla
Aumsville	Enterprise	Lafayette	Port Orford	Union
Aurora	Estacada	Lake Oswego	Portland	Unity
Baker City	Eugene	Lakeside	Powers	Vale
Bandon	Fairview	Lakeview	Prairie City	Veneta
Banks	Falls City	Lebanon	Prescott	Vernonia
Barlow	Florence	Lexington	Prineville	Waldport
Bay City	Forest Grove	Lincoln City	Rainier	Wallowa
Beaverton	Fossil	Lonerock	Redmond	Warrenton
Bend	Garbaldi	Long Creek	Reedsport	Wasco
Boardman	Gaston	Lostine	Richland	Waterloo
Bonanza	Gates	Lowell	Riddle	West Linn
Brookings	Gearhart	Lyons	Rivergrove	Westfir
Brownsville	Gervais	Madras	Rockaway	Weston
Burns	Gladstone	Malin	Rogue Beach	Wheeler
Butte Falls	Glendale	Manzanita	Roseburg	Willamina
Canby	Gold Beach	Maupin	Rufus	Wilsonville
Cannon Beach	Gold Hill	Maywood Park	Salem	Winston
Canyon City	Granite	McMinnville	Scappoose	Wood Village
Canyonville	Grants Pass	Medford	Scio	Woodburn
Carlton	Grass Valley	Merrill	Scott Mills	Yachats
Cascade Locks	Greenhorn	Metolius	Seaside	Yamhill
Cave Junction	Gresham	Mill City	Seneca	Yoncalla
Central Point	Haines	Millersburg	Shady Cove	
Chiloquin	Halfway	Milton-Freewater	Shaniko	
Clatskanie	Halsey	Milwaukie	Sheridan	
Coburg	Harrisburg	Mitchell	Sherwood	
Columbia City	Helix	Molalla	Siletz	
Condon	Heppner	Monmouth	Silverton	
Coos Bay	Hermiston	Monroe	Sisters	
Coquille	Hillsboro	Monument	Sodaville	
Cornelius	Hines	Moro	Spray	
Corvallis	Hood River	Mosier	Springfield	
Cottage Grove	Hubbard	Mt. Angel	St. Helens	
Cove	Huntington	Mt. Vernon	St. Paul	
Creswell	Idanha	Myrtle Creek	Stanfield	
Culver	Imbler	Myrtle Point	Stayton	
Dallas	Independence	Nehalem	Sublimity	
Damascas	Ione	Newberg	Summerville	
Dayton	Irrigon	Newport	Sumpter	
Dayville	Island City	North Bend	Sutherlin	
Depoe Bay	Jacksonville	North Plains	Sweet Home	
Detroit	Jefferson	North Powder	Talent	

## EXHIBIT 2

### Idaho's Incorporated Cities

Aberdeen	Dover	Idaho Falls	Mountain Home	Shoshone
Acequia	Downey	Island Park	Mountain Home	Soda Springs
Albion	Driggs	Jerome	Murray	Spirit Lake
American Falls	Eagle	Juliaetta	Nampa	St. Anthony
Ammon	Elk City	Kamiah	New Meadows	St. Maries
Arco	Emmett	Kellogg	New Plymouth	Stanley
Ashton	Fairfield	Ketchum	Nezperce	Star
Bancroft	Franklin	Ketchum	Orofino	Stites
Bellevue	Fruitland	Kimberly	Parma	Sugar City
Boise	Garden City	Kooskia	Payette	Sun Valley
Bonnars Ferry	Garden Valley	Kuna	Pierce	Tetonia
Buhl	Genesee	Lava Hot	Pocatello	Troy
Burley	Glenns Ferry	Springs	Post Falls	Twin Falls
Caldwell	Gooding	Lewiston	Potlatch	Victor
Cambridge	Grandjean	Mackay	Preston	Wallace
Carey	Grace	Malad	Priest River	Wardner
Cascade	Grangeville	Malta	Rathdrum	Weippe
Challis	Hailey	Marsing	Rexburg	Weiser Wendell
Chubbuck	Harrison	McCall	Richfield	Whitebird
Coeur d' Alene	Hauser	McCammon	Rigby	Wilder
Cottonwood	Hayden	Melba	Riggins	Worley
Council	Heyburn	Meridian	Rupert	
Dalton Gardens	Hidden Springs	Middleton	Salmon	
Dietrich	Horseshoe Bend	Montpelier	Sandpoint	
Donnelly	Idaho City	Moscow	Shelley	

This is not a complete list of all Idaho cities, but all other Idaho cities shall be incorporated by this reference.

### Idaho's Counties

Ada	Bonneville	Custer	Kootenai	Owyhee
Adams	Boundary	Elmore	Latah	Payette
Bannock	Butte	Franklin	Lemhi	Power
Bear Lake	Camas	Fremont	Lewis	Shoshone
Benewah	Canyon	Gem	Lincoln	Teton
Bingham	Caribou	Gooding	Madison	Twin Falls
Blaine	Cassia	Idaho	Minidoka	Valley
Boise	Clark	Jefferson	Nez Perce	Washington
Bonner	Clearwater	Jerome	Oneida	

All other Idaho local government units shall be incorporated by this reference.