

NOTICE OF SOLICITATION

LEAGUE OF OREGON CITIES

SOLICITATION NUMBER 560

SOLICITATION FOR: FLOOR COVERINGS

Notice is hereby given sealed proposals will be received by the League of Oregon Cities at the address listed below, until **2:00 P.M.** on **Wednesday, May 1, 2013** for the furnishing of the following for the League of Oregon Cities and its member cities, as well as members National Purchasing Partners across the nation, including Oregon and Idaho governmental units incorporated by Exhibits 2 and 3 of the RPF as well as government units in all other states. Significant sales potential exists because the resulting Master Price Agreement for national proposers will include piggy backing language that will permit use of the Master Price 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:

LOC FLOOR COVERINGS RFP
League of Oregon Cities
c/o Susan Muir
Local Government Center
1201 Court St. NE, Suite 200
Salem, OR 97301-4194

and marked "**SOLICITATION NUMBER 560 FOR FLOOR COVERINGS**"

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

INQUIRIES:

LOC FLOOR COVERINGS RFP
League of Oregon Cities
c/o Susan Muir
Local Government Center
1201 Court St. NE, Suite 200
Salem, OR 97301-4194

800-810-3909 or Molly.Deter@mynpp.com

NOTE: LEAGUE OF OREGON CITIES PUBLISHES ITS NOTICE OF SOLICITATIONS IN THE OREGON JOURNAL OF COMMERCE AND ONLINE AT www.orcities.org, www.findrfp.com and www.nppgovernment.com

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

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IMPORTANT

PLEASE READ BEFORE SUBMITTING YOUR PROPOSAL

SOLICITATIONS FOR: **FLOOR COVERINGS**

1.0 INTENT:

1.1 GENERAL INTENT

The League of Oregon Cities (hereinafter referred to as “Lead Contracting Agency”), on behalf of its members (“EXHIBIT 2” herein), and as authorized by the Intergovernmental Agreement of Oregon Cities, which is an agreement for intergovernmental cooperation among Oregon cities authorized and recognized under ORS Chapter 190, in association with National Purchasing Partners, LLC (“NPP”), on behalf of NPP’s public agency, government and nonprofit members (“Participating Agencies”) across the nation, including members of FireRescue GPO (“FRGPO”) and Public Safety GPO (“PSGPO”), and Idaho local government units (EXHIBIT 3), as authorized under the terms of the NPP 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 Price Agreement for FLOOR COVERINGS.

The intent of this Interstate Cooperative Procurement Solicitation (Solicitation) is to invite Proposers active in the wholesale of FLOOR COVERINGS to submit a competitive Master Price Agreement offering FLOOR COVERINGS to NPP members locally and nationwide; to reduce expenses by eliminating multiple requests for proposals and multiple responses by Vendors; and to obtain discounted pricing through volume purchasing. Significant sales potential exists because the Master Price Agreement will be used nationwide 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") or products and/or services in order that NPP, FRGPO and PSGPO members who wish to access the Master Price Agreement may order a broad range of goods and services as needed.

In addition, members of the Washington State Institution of Public Higher Education may be interested in purchasing the products(s) included in this solicitation. Pursuant to the Interlocal Cooperative Act, RCW 39.34, which provides that all members of the Interlocal Agreement for Cooperative Purchasing by Washington Institutions of Public Higher Education (WIPHE) will be eligible to purchase from the award of this solicitation, if all parties are willing. See ATTACHMENT E for WIPHE Response Form to be properly executed and submitted with the Proposal. Members of WIPHE will issue their own purchase orders and designate delivery locations if they acquire items pursuant to the Master Price Agreement(s) awarded as a result of this solicitation.

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

With the exception of successful local Proposer(s) capable of servicing the League of Oregon Cities within the state of Oregon, successful Proposer(s) should have a strong national presence for a vast array of FLOOR COVERINGS for use by various government agencies nationwide.

This Solicitation meets Oregon public contracting requirements and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.

1.2 POTENTIAL MARKET

The 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 the Specifications shown as ATTACHMENT A and the following requirements:

- A) This RFP and resulting Master Price Agreement is anticipated for use by the Lead Contracting Agency's government and nonprofit members (EXHIBIT 2) as well as other NPP member government entities and eligible nonprofit entities across the nation. NPP members also include members of FireRescue GPO and Public Safety GPO. The Lead Contracting Agency of this solicitation has entered into a Member Intergovernmental (interlocal) Cooperative Purchasing Agreement with other Participating Agencies for the purpose of obtaining Master Price 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 cooperative procurement requirements. By submitting a proposal, the Proposer(s) agrees to make the same proposal terms and price, exclusive of rebates, incentives, freight and transportation fees, available to other Participating Agencies. The Lead Contracting Agency and NPP will not incur any direct liability with respect to specifications, delivery, payment, or any other aspect of purchases by such Participating Agencies or nonprofit institutions. A true and correct copy of the Member Intergovernmental Cooperative Purchasing Agreement is attached hereto as ATTACHMENT B.

The successful Proposer(s) must initially deal directly with the 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 Proposer(s) 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 a Participating Agency Endorsement and Authorization included in the Member Intergovernmental Cooperative Purchasing Agreement (ATTACHMENT B). (The League of Oregon Cities members are exempt from this requirement, as the League of Oregon Cities has already approved participation by its members as authorized by the Intergovernmental Agreement of Oregon Cities.) While the terms of the Master Price Agreement shall govern the general pricing terms, each Participating Agency may request modification of the Master Price Agreement in accordance with each Participating Agency's state and/or local purchasing laws, rules, regulations and procedures. Each Participating Agency may, at its discretion, and upon written agreement by the Participating Agency and Successful Proposer, request additional legal and procedural provisions not included herein that the successful Proposer(s) must adhere to if it wishes to conduct business with said Participating Agency.
- C) NPP, FireRescue GPO and Public Safety GPO provide vendor exposure and marketing support for the successful Proposer's products and services throughout its membership. Successful Proposers servicing the awarded contract are required to pay a Contract Administration Fee representing a percent of actual sales under the membership Master Price Agreements. A portion of said fee is distributed to the Lead Contracting Agency and is used to offset the costs of member programs, Lead Contracting Agency costs, and the marketing and administration of NPP. Successful Proposers will be required to execute the NPP Vendor Administration Agreement (ATTACHMENT C). Membership in NPP is offered at no cost to Participating Agency members.
- D) All products offered must be new, unused, and most current product lines, unless otherwise clearly identified as remanufactured goods.
- E) The successful proposer must be able to provide both carpet and resilient products.
- F) The proposer must have the capacity to offer turn-key labor services and pricing on a national basis.

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 Price Agreement will be at the sole discretion of the Participating Agencies. It is the intent of this Request for Proposal and resulting Master Price Agreement that members of NPP, FireRescue GPO 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 Price Agreement

1.6 BACKGROUND OF NPP

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

1.7 EQUAL OPPORTUNITY

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

Oregon Public Agencies are prohibited from use of products and services offered under this contract that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List pursuant to ORS 279.835-.855. Please see www.OregonRehabilitation.org/qrf for more information.

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 competitive market pricing, and accurate and timely reporting to NPP pursuant to the reporting requirements identified in the NPP Vendor Administration Agreement (ATTACHMENT C). In addition, successful Proposer(s) with a national presence must commit to marketing of the Master Price Agreement nationwide and that the sales force will be trained, engaged and committed to offering 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 Sections 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 Number and location of distribution outlets, if applicable.
 - 2.4.1.3 Number and location of support centers, if applicable.
 - 2.4.1.4 Provide your DUNS number and copy of your most recent report.
 - 2.4.1.5 Submit your current Federal Identification Number.
 - 2.4.1.7 Resident State of Proposer.
 - 2.4.1.8 Number and location of retail stores, if applicable.
 - 2.4.1.9 Number and locations of manufacturing sites, if applicable.
 - 2.4.1.10 Provide a summary of your company's quality claims rate when compared with industry competitors over the last three years.
- 2.4.2 Describe the customer care services offered by Vendor that may be applicable to the product(s) or service(s) described in the Specifications (ATTACHMENT A):
 - 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 Turnkey Services available
 - 2.4.2.8 Other services

- 2.4.3 If applicable to the product(s) and/or service(s) described in the Specifications (ATTACHMENT A), 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) described in the Specifications (ATTACHMENT A), 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 C.
- 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.
- 2.4.8 Please describe any unique advantages offered by the proposer by which the participating agencies can benefit.
- 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/or national sales force and support team about the Master Price 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 FLOOR COVERINGS 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.
- 2.6.4 Describe the product performance attributes that shall be of benefit for the participating agencies.
- 2.6.5 Explain the warranties applied to the products offered.

2.7 CUSTOMER SUPPORT SERVICES:

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

- (A) Quality Assurance – Do you research the industry standards with appropriate organizations for each product category? Do you test to make ensure the products you sell meet or exceed those standards?
- (B) Factory drop-ship, if any
- (C) Auditing for completeness
- (D) Replacement policy (i.e., damaged or defective goods).
- (E) Returns policy
- (F) Restocking charges
- (G) Minimum order requirement (e.g., individual item vs. case lot)
- (H) After hours service (including weekends and holidays)
- (I) Special orders
- (K) After sale services issues
- (L) Repair services, including repair warranty programs, if any. Include Proposer's safety OSHA guidelines
- (M) Out of stock/backorder policy (e.g., not to exceed 30-days or cancel)
- (N) Delivery service (both local and out of state)
- (O) Order tracking
- (P) Technical feedback services Proposer may provide
- (Q) Software programs offered at no cost or fee-based, including preventive maintenance and inventory control.

2.8 MINIMUM PRICING DISCOUNTS:

No margin floors are permitted. Proposer shall clarify the catalog used and the number of skews available. Proposer may offer additional options, such as market baskets or core lists, where heavily utilized items are provided at a steeper discount, based on the needs of the Participating Agency.

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.

Successful Proposer(s) shall provide catalogs and current price list at no charge upon request.

2.9 OTHER VALUES:

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

2.10 AWARD MATRIX

2.10.1 Lead Contracting Agency reserves the right to make multiple awards in meeting the requirements of this Solicitation.

2.10.2 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.

2.10.3 The preference is to have Proposers meeting the NPP member requirements of the Master Price 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: FLOORING - Carpet rolls, carpet tile, VCT, homogenous and heterogeneous sheet goods, hardwood flooring, rubber tiles, ceramic tiles, luxury vinyl tile, wall base, transition strips, binding, adhesives, grout, tools, and all ancillary supplies, tools, and components.

CATEGORY 2: INSTALLATION SERVICES

2.12 USAGE REPORT:

The successful 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

If applicable to your product or service, please 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.

The Proposer will ensure that all items are delivered assembled or assembled by Proposer or its designated subcontractor on site as may be negotiated. The Proposer will assure that all items are packed in accordance with prevailing commercial practices and delivered and assembled and installed in the first class condition.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 MASTER PRICE AGREEMENT TERM:

This Solicitation is for awarding the successful Proposer(s) a Master Price Agreement to cover a four (4) year period.

3.2 MASTER PRICE AGREEMENT ACCESS PROVISIONS

Utilization of any Master Price 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 Price Agreement. Assuming all local competitive solicitation requirements have been met, Participating Agencies may purchase directly from the successful Proposer(s) without the need for further solicitation. The Lead Contracting Agency and Participating Agencies shall be authorized to access the Master Price Agreement directly with the successful Proposer by referencing the contract number. To the extent the Leading Contracting Agency and Participating Agencies wish to purchase directly from the Successful Proposer without utilization of the Master Price Agreement, they may do so and the Master Price Agreement shall become null and void.

3.3 OPTION TO EXTEND: The Lead Contracting Agency, through NPP, may, subject to a written agreement signed by the Lead Contracting Agency and Successful Proposer, at the Lead Contracting Agency's option and with the approval of the Proposer(s), extend the period of this Master Price 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 Price Agreement period at least thirty (30) calendar days prior to the expiration of the original Master Price Agreement period.

3.4 ESCALATION:

Prices for items listed in the Specifications (ATTACHMENT A) shall remain firm for a period of one (1) year and, thereafter, may be adjusted on each anniversary of the Effective Date of the agreement. Any requests for reasonable price adjustments must be submitted thirty (30) days prior to the Master Price Agreement anniversary date. Proposers may request price increases based on increased manufacturer costs on a quarterly basis. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If Lead Contracting Agency agrees to the adjusted price terms, Lead Contracting Agency shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Producer Price Index or by performing a market survey.

3.5 INDEMNIFICATIONS AND INSURANCE:

3.5.1 INDEMNIFICATION

To the fullest extent permitted by law, each party shall indemnify and hold harmless the other parties and their officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which a party 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 a party or its employees, agents, servants, partners, principals or subcontractors. All indemnification obligations shall be limited to claims initiated by third parties only, and only those claims stemming from the negligence or willful misconduct of the indemnifying party. 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.

3.5.2 Insurance Requirements.

Proposer(s), at Proposer(s)'s own expense, shall purchase and maintain the herein stipulated minimum insurance from a reputable company or companies duly licensed by the State of Oregon. In lieu of State of Oregon licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Oregon, provided that said insurance companies, meet the approval of the Lead Contracting Agency. The form of any insurance policies and forms must be acceptable to the Lead Contracting Agency.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Master Price Agreement is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the Lead Contracting Agency, constitute a material breach of this Master Price Agreement.

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

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Proposer(s) shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Proposer(s) to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

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

The insurance policies required by this Master Price Agreement, except Workers' Compensation, shall name the Lead Contracting Agency, its agents, representatives, officers, directors, officials and employees as Additional Insured.

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

3.5.3 Commercial, automobile and workers' compensation insurance.

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

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

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

Proposer(s) waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Proposer(s) pursuant to this agreement.

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

3.5.4 Certificates of Insurance.

3.5.4.1 Prior to commencing work or services under this Master Price Agreement, Proposer(s) shall have insurance in effect as required by the Master Price Agreement in the form provided by the Lead Contracting Agency, issued by Proposer(s)'s insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Master Price Agreement are in full force and effect. Such certificates shall be made available to the Lead Contracting Agency upon 48 hours notice. BY SIGNING THE AGREEMENT PAGE THE PROPOSER(S) AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

In the event any insurance policy(ies) required by this Master Price Agreement is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Proposer(s)'s work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Master Price Agreement, a

renewal certificate must be sent to the Lead Contracting Agency fifteen (15) days prior to the expiration date.

3.5.4.2 Cancellation and Expiration Notice.

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

3.6 SCHEDULE OF EVENTS

3.6.1 **PUBLICATION OF REQUEST FOR PROPOSAL**

Publication of this Solicitation conforms with ORS 279, to include 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: March 20, 2013 and March 27, 2013

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 March 27, 2013, whichever occurs later. All questions shall be submitted in writing via email to Molly.Deter@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 3.7.1 above. If necessary, questions can be submitted in writing to League of Oregon Cities, c/o Susan Muir, Local Government Center, 1201 Court St. NE, Suite 200, Salem, OR 97301-4194 or Molly.Deter@mynpp.com. All questions and answers will be posted with the original solicitation on the League of Oregon Cities website at www.orcities.org.

Deadline for submission of proposals is **2:00 P.M. PST, on May 1, 2013**. Susan Muir must receive all proposals before **2:00 P.M. PST** on the above date in the office of the League of Oregon Cities, c/o Susan Muir, Local Government Center, 1201 Court St. NE, Suite 200, Salem, OR 97301-4194.

Proposed Opening Date: 2:00 P.M. PST on May 1, 2013 at the office of the League of Oregon Cities, c/o Susan Muir, Local Government Center, 1201 Court St. NE, Suite 200, Salem, OR 97301-4194.

Proposal selection and negotiation: May 1, 2013 to May 7, 2013.

Proposed award of Proposal: May 7, 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:**

League of Oregon Cities
c/o Susan Muir
Local Government Center
1201 Court St. NE, Suite 200
Salem, OR 97301-4194

All inquiries concerning information herein shall be addressed to:

League of Oregon Cities
c/o Susan Muir
Local Government Center
1201 Court St. NE, Suite 200
Salem, OR 97301-4194

Administrative telephone inquiries shall be addressed to:

Molly Deter, 800-810-3909

Email inquiries shall be addressed to:

molly.deter@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:

League of Oregon Cities
c/o Susan Muir
Local Government Center
1201 Court St. NE, Suite 200
Salem, OR 97301-4194

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 560: MASTER PRICE
AGREEMENT FOR FLOOR COVERINGS

LEAGUE OF OREGON CITIES
c/o Susan Muir
Local Government Center
1201 Court St. NE, Suite 200
Salem, OR 97301-4194

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 TO AND DEVIATIONS FROM 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 Number 560." Exceptions that surface elsewhere and that do not also appear under the heading, "Exception to the Proposal Solicitation, RFP Number 560," 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 Price Agreement being sought.

The Proposer should not necessarily limit the proposal to the performance of the products and services in accordance with this document but should outline any additional products and 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 The Proposer's response to the Specifications (ATTACHMENT A), including a price list or other pricing proposal.
- 3.11.7 Exception to the Proposal Solicitation, RFP Solicitation Number 560.
- 3.11.8 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 3.13.1 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).
 - (1) (50) PROVEN EXPERIENCE of the Proposer's success in providing products and services on a nationwide basis in a timely manner.
 - (2) (50) NATIONAL COVERAGE - The quantity and location of distribution centers.
 - (3) (50) MARKETING – The Proposer's marketing plan to promote this contractual agreement to Public Agencies nationwide (Section 2.5).
- 3.12.2 Criteria for all Proposers (700)
 - (1) (200) PRICING - Product price analysis and/or price discounts proposed based on Specifications (ATTACHMENT A).
 - (2) (100) PERFORMANCE –The product quality and long term performance attributes.
 - (3) (50) MARKETING – The Proposer's marketing plan to promote this contractual agreement to Public Agencies within the state of Oregon (Section 2.5).
 - (4) (50) Customer Service support dedicated to Lead Contracting and Participating Agencies.
 - (5) (100) Completeness of the proposal package and the degree to which the Proposer responds to all requirements of the Specifications (ATTACHMENT A).
 - (6) (50) Product Safety and Service and warranty data submitted.
 - (7) (100) Capability of meeting delivery timelines.
 - (8) (50) ENVIRONMENTAL – Percentage of material containing post-consumer or post-industrial recycled materials or both and reduction of quantity of indoor air contaminants that are odorous or potentially irritating. Floor covering and adhesives must meet or exceed the Carpet and Rug Institute's Green Label Plus Indoor Air Quality Test Program.

3.12.3 Additional criteria/preferences that are not awarded points.

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

3.12.3.2 Pursuant to ORS 279A.120, Lead Contracting Agency shall give preference to good and services that have been manufactured or produced within the State of Oregon if price, fitness, availability and quality are otherwise equal; and the Lead Contracting Agency shall add a percent increase to the proposal of a nonresident Proposer equal to the percent, if any, of the preference given to the Proposer in the state in which the Proposer resides. All Proposers shall identify the state to which it is a resident bidder.

3.12.3.3 Proposer shall comply with all federal, state and local laws applicable to the work under the Master Price Agreement awarded as a result of this Solicitation, including, without limitation, the provisions of ORS 279B.020, 279B.220, 279B.230, 279B.235, 279C.515(1), 279C.530 and 279C.540(9)(b), as set forth on Exhibit 1, attached hereto and incorporated herein by this reference.

3.12.3.4 Pursuant to Section 1.6, 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 Price 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 in accordance with ORS 279B.100. 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:

- (1) Accept or reject any or all proposals received as a result of the Request for Proposals;
- (2) To negotiate with any qualified Proposer(s);
- (3) Accept a proposal and subsequent offers for a Master Price Agreement from other than the lowest cost proposed;
- (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 PROTEST PROCESS

A prospective Proposer may protest the procurement process of the Solicitation Document for an Agreement solicited under ORS 279. Before seeking judicial review, a prospective Proposer must file a written protest with the Lead Contracting Agency and exhaust all administrative remedies. Written protests must be delivered to the Lead Contracting Agency at the address identified in Section 3.8.1 not less than ten (10) days prior to the date upon which all proposals are due. The written protest shall contain a statement of the desired changes to the procurement process or solicitation document that the protester believes will remedy the conditions upon which the protest is based. The Lead Contracting Agency shall consider the protest if it is timely filed and meets the conditions set forth in ORS 279. The Lead Contracting Agency shall respond pursuant to ORS 279. If the Lead Contracting Agency upholds the protest, in whole or in part, the Lead Contracting Agency may in its sole discretion either issue an Addendum reflecting its disposition or cancel the procurement or solicitation. The Lead Contracting Agency may extend the due date of proposals if it determines an extension is necessary to consider and respond to the protest.

A Proposer may protest the Award of the Contract, or the intent to Award the Contract, if the conditions set forth in ORS 279 are satisfied. Judicial review of the protest and the Lead Contracting Agency’s decision shall be governed by ORS 279.

3.16 NON-ASSIGNMENT

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

3.17 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 Price Agreement. The Procurement Consultant of the Master Price Agreement will coordinate this meeting.

3.18 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

MINIMUM PRICING DISCOUNT*

SPECIFICATIONS

Part 1- General

1. SUMMARY

a. Materials

- i. Broadloom Carpet
 - 1. High Performance Broadloom
 - 2. Standard Broadloom
- ii. Carpet Tile
- iii. VCT
- iv. LVT
- v. Resilient Sheet
 - 1. Heterogeneous
 - 2. Heterogeneous Light
 - 3. Homogeneous
 - 4. Inlaid
 - 5. Slip Retardant
- vi. Rubber
 - 1. Tile
 - 2. Wall Base
 - 3. Sculptured Wall Base
 - 4. Stair Treads
 - 5. Nosing
 - 6. Finishing Accessories
- vii. Wood
- viii. Porcelain

b. Installation

1.1 SUBSTITUTIONS

- 1.1.1 All bid submittals must conform to the specifications contained in this document.
- 1.1.2 Any and all substitutions must be manufactured of the same basic type of materials, meet or exceed all specified requirements of the product, and be submitted with all requirements contained within this document.
- 1.1.3 Any substitutions made and not fully detailed by the submitting party can cause a refusal of the bid product.
- 1.1.4 Submit ten (10) days prior to time of Bid any proposed substitutions for consideration.

1.2 INSTALLATION QUALITY ASSURANCE

- 1.2.1 Flooring contractor/installer to be a specialty contractor normally engaged in this type of work and shall have prior experience in the installation of these types of materials.
- 1.2.2 Flooring contractor/installer must be certified by the Manufacturer.
- 1.2.3 Flooring contractor/installer will be responsible for the proper product installation, including floor testing and preparation, in those areas indicated in the Drawings. The MAXIMUM amount of moisture evacuation from the floor is 3.0 pounds of water per 1,000 square feet in a 24 hour period. The acceptable floor pH range is between 7.0 and 9.0. Contractor is responsible for floor testing.
- 1.2.4 Flooring contractor/installer to provide owner a written installation warranty that guarantees the completed installation to be free from defects in materials and workmanship for a period of two (2) years after the job completion.
- 1.2.5 Manufacturer to provide a representative to assist in project start-up as required by the job. Manufacturer will notify Owner, Architect, General Contractor, or another designated contact if any installation instructions are not followed.

1.3 JOB CONDITIONS

- 1.3.1 All material used in sub-floor preparation and repair shall be recommended by the manufacturer or shall be chemically and physically compatible with the flooring system being bid.

1.4 REGULATORY REQUIREMENTS

- 1.4.1 Indoor Air Quality: compliance with CRI/CCI Green Label Plus Indoor Air Quality Program, CRI/CCR- IAQ requirements for maximum total volatile chemicals released into the air. Label each carpet product with CRI/CCR- IAQ label.

2 SUSTAINABLE REQUIREMENTS

Vendor/ Supplier must provide a statement describing how its manufacturing processes, installation methods, and products are consistent with the United States Environmental Protection Agency's Environmentally Preferable Purchasing Program.

3 DESCRIPTION OF RECYCLING AND RECLAMATION PROGRAMS

Vendor/Supplier shall provide a complete description of its recycling and reclamation program to recycle carpeting recovered from facilities. Program description shall inform and include the following:

- Description of reclamation process.
- Vendor/Supplier's location(s) of recycling operation(s).
- Vendor/Supplier must state whether or not any or all used carpeting provided for purchaser's facilities by another manufacturer will be accepted for recycling.
- Manufacturer must provide a warranty that carpeting returned for recycling shall not be incinerated, landfilled, or disposed of in any way. Extraction of embodied energy by incineration is not acceptable.
- Recycling program must be available for inspection. This program shall not consist of incineration.

4 CARPET PRODUCTS

4.1 Standard Broadloom Carpet Construction Characteristics

- 4.1.1 Primary Backing: Woven Polypropylene
- 4.1.2 Adhesive Coat: Enhanced SBR Polymer
- 4.1.3 Secondary Coat: Woven Polypropylene
- 4.1.4 Width: 12 foot broadloom
- 4.1.5 Recycled Content: Contains a minimum of 10% post-consumer

4.2 Standard Broadloom Carpet Performance Specification

- 4.2.1 Methenamine Pill Test (FF 1-70): Passes
- 4.2.2 Radiant Panel Test (ASTM E-648): Class I
- 4.2.3 NBS Smoke Test (ASTM E-662): 450 or Less (Flaming Mode)
- 4.2.4 Indoor Air Quality (EPA Protocol): Meets CRI Green Label Plus
- 4.2.5 Warranty: Lifetime Wear and Backing

4.3 High Performance Broadloom Carpet Construction Characteristics

- 4.3.1 Primary Substrate: 100% Synthetic Reinforced Woven Stabilized Substrate
- 4.3.2 Precoat Backing Layer: Non-Aqueous Polymeric Vinyl Composite (Closed Cell)
- 4.3.3 Total Backing Weight: 52 ounces per square yard (approximate)
- 4.3.4 Backing Width: 12 foot

4.4 High Performance Broadloom Performance Specification

- 4.4.1 Methenamine Pill Test (FF 1-70): Passes
- 4.4.2 Radiant Panel Test (ASTM E-648): Class I
- 4.4.3 NBS Test (ASTM E-662): 450 or Less (Flaming Mode)
- 4.4.4 Electrostatic Propensity Test (AATCC 134): < 3.0kV

- 4.4.5 Indoor Air Quality: Meets CRI Green Label Plus IAQ Certification
- 4.4.6 Moisture Impact Test: Passes – 10,000 Cycles No Penetration
- 4.4.7 British Spill Test: Passes
- 4.4.8 Seams: Chemically weldable seems (Seams are moisture impervious if welded properly)
- 4.4.9 Installability: Easy to cut and install due to soft hand
- 4.4.10 Stiffness Test: Rating no less than 6.0 and no greater than 7.0
- 4.4.11 Recyclability: 100% recyclable composite of all components – yarn, backing substrates, and backing chemistries

4.5 High Performance Broadloom Carpet Warranty

- 4.5.1 Tuftbind: Lifetime – Dry and Wet
- 4.5.2 Edge Ravel: Lifetime – No Edge Ravel
- 4.5.3 Delamination: Lifetime – No Delamination
- 4.5.4 Moisture: Lifetime – No Moisture Penetration

4.6 Carpet Tile Construction Characteristics

- 4.6.1 Primary Backing: 100% Synthetic
- 4.6.2 First Layer: 100% Vinyl with Recycled Content
- 4.6.3 Stabilizing Membrane: Non-woven Fiberglass
- 4.6.4 Secondary Backing: 100% Vinyl with Recycled Content
- 4.6.5 Total Backing Weight: 125 ounces per square yard (style dependent)
- 4.6.6 Thickness: .125 inches (approximate)
- 4.6.7 Modular Size: 24” X 24”

4.7 Carpet Tile Performance Specification

- 4.7.1 Test reports for the following performance assurance testing to be submitted upon request. Submitted results shall represent average results for production goods of the referenced style.
- 4.7.2 Requirements listed below must be met by all products.
 - 4.7.2.1 Methenamine Pill Test (FF 1-70): Passes
 - 4.7.2.2 Radiant Panel Test (ASTM E-648):
Class I
 - 4.7.2.3 NBS Smoke Test (ASTM E-662): 450 or Less (Flaming Mode)
 - 4.7.2.4 Indoor Air Quality (EPA Protocol):
Meets CRI Green Label Plus
 - 4.7.2.5 Dimensional Stability (AACHEN Test):
Passes

- 4.7.2.6 Moisture Impact Test: Passes
- 4.7.2.7 Warranty: Limited Lifetime Warranty

5 HARD SURFACE PRODUCTS

5.1 VCT (Vinyl Composite Tile)

- 5.1.1 ASTM F 1066-95: Class 2- through pattern
- 5.1.2 Thickness: 1/8 inch (3.2 mm), 12 inches X 12 inches (305 mm X 305 mm)
- 5.1.3 Construction: Polyvinyl chloride resin binder, plasticizers, fillers, and pigments with colors and texture dispersed uniformly throughout its thickness

5.2 LVT

5.2.1 Luxury Vinyl Tile

- 5.2.1.1 ASTM F 1700: Class III, Type B- Embossed Surface
- 5.2.1.2 ASTM F-1514: Passes
- 5.2.1.3 ASTM F-925: Passes
- 5.2.1.4 HUD/FHA Requirements: Exceeds
- 5.2.1.5 Static Coefficient of Friction: Meets or Exceeds ADA Guidelines
- 5.2.1.6 ASTM E-648: $\geq .45$ watts/ cm^2 , Passes (Class I)
- 5.2.1.7 ASTM E-662: < 450 , Passes
- 5.2.1.8 Wear Layer: 0.20 inch (0.51 mm)

5.3 Resilient Sheet

5.3.1 Homogeneous

- 5.3.1.1 ASTM F-1913: Pass
- 5.3.1.2 Surface Layer Construction: Polyvinyl chloride resin, plasticizers, stabilizers, filler and pigments consisting of through-grain vinyl chip visual with color and pattern detail dispersed uniformly throughout the entire thickness

5.3.2 Heterogeneous

- 5.3.2.1 ASTM F-1303: Type 1, Grade 1, Class B
- 5.3.2.2 HUD/FHA Requirement: Exceeds
- 5.3.2.3 ASTM E-648: $\leq 2\text{kv}$
- 5.3.2.4 ASTM E-648: $\geq .45$ watts/ cm
- 5.3.2.5 ASTM E662: < 450 Passes
- 5.3.2.6 Coefficient of Friction: Meets ADA Guidelines

5.3.2.7 FloorScore Indoor Air Quality: SCS
Certified

5.3.2.8 CHPS 01350 Indoor Air Quality: Passed
and Listed

5.3.3 Inlaid

5.3.3.1 ASTM F-1913: Pass

5.3.3.2 Surface Layer Construction: Polyvinyl
chloride resin, plasticizers,
stabilizers, filler and pigments
consisting of through-grain vinyl
chip visual with color and pattern
detail dispersed uniformly
throughout the entire thickness

5.4 Rubber Products

5.4.1 Tile

5.4.1.1 ASTM F-1344: Class I-A & B

5.4.1.2 Nominal Total Thickness: 1/8 inch
(3.175 mm) Gauge, 18 1/8 inch X 18
1/8 inch (460 mm X 460 mm)

5.4.2 Recycled Rubber Flooring

5.4.2.1 ASTM D 412: minimum 200 psi

5.4.2.2 ASTM F-137: Pass 2" Mandrel

5.4.2.3 Static Load Limit: 400 psi

5.4.2.4 Coefficient of Friction: >0.8 (Meets
ADA Guidelines)

5.4.2.5 ASTM C-518: approximately 0.4 Btu-
in/hr- ft²-°F

5.4.2.6 VOC: Certified under FloorScore as
low-emitting

5.4.2.7 CHPS/CA 01350: Meets criteria as low-
emitting

5.4.2.8 ASTM F-925: No Change

5.5 Commercial Hardwood Characteristics

5.5.1 Construction: Engineered 5-Ply Premium Hardwood
with cross-grain construction

5.5.2 Top Face: Rotary cut top face

5.5.3 Wear Layer: 8-Step UV cured urethane aluminum
oxide finish

5.5.4 HUD/FHA Requirements: Meets or Exceeds

5.5.5 Coefficient of Friction (ASTM D-2394): Exceeds ADA
Guidelines of .60

- 5.5.6 Flame Spread Tunnel Test (ASTM E-84): Meets Class C, Flame spread
- 5.5.7 Sound Transmission class STC (ASTM E-90): ≥ 50
- 5.5.8 Impact Insulation Class IIC (ASTM E-495, E989): ≥ 50
- 5.5.9 Warranties: Limited 5 year Finish Warranty; Limited Lifetime Pre-installation, Structure and Subfloor Bond Warranty, Limited Two-time Sanding Warranty for American Hardwoods 3/4" only.

5.6 Commercial Porcelain Category Characteristics

- 5.6.1 Coefficient of Friction – Dry (ASTM C1028-89): 0.7 - 1.0
- 5.6.2 Coefficient of Friction – Wet (ASTM C1028-89): 0.6 - 0.82
- 5.6.3 Breaking Strength (ASTM C648): 250 -550 pounds
- 5.6.4 Glaze Hardness (ASTM MOHS): 5, 6, or 7
- 5.6.5 Abrasion Resistance/ PEI (ASTM C1027): III, IV, or VI or Meets ASTM C1243
- 5.6.6 Chemical Resistance (ASTM C650): Pass
- 5.6.7 Water Absorption (ASTM C373): $\leq 0.50\%$
- 5.6.8 Freeze/ Thaw Resistance (ASTM C1026): Resistant
- 5.6.9 ANSI A137: Meet or Exceed

ATTACHMENT B
National Purchasing Partners

Member Intergovernmental Cooperative Purchasing Agreement

This Intergovernmental Agreement (Agreement) is by and between government entities and associated non-profit 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 Price 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 Price Agreements;

WHEREAS, the Master Price 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 Price 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 Price 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 League of Oregon Cities (Lead Contracting Agency) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Member Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by Lead Contracting Agencies to Participating Agencies locally, regionally, and nationally through NPP. Copies of Master Price 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 League of Oregon Cities and is duly authorized to sign this Lead Contracting Agency Endorsement and Authorization.

SAMPLE

_____ Date: _____
BY: _____
ITS: _____

Lead Contracting Agency Contact Information:

Contact Person: _____
Address: _____

Telephone No.: _____
Email: _____

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 Price 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 C

SAMPLE – DO NOT SIGN

, 2013

**VENDOR CONTRACT NUMBER
NPP**



VENDOR ADMINISTRATION AGREEMENT

Executive Summary

GPO NAME National Purchasing Partners	VENDOR
OFFICE LOCATION Corporate Office: Seattle Washington	ADDRESS
PRESIDENT Andrew Forrester andrew.forrester@MyNPP.com	WEB ADDRESS
NPP CONTRACT IDENTIFICATION NPP	CONTACT PERSON
	EMAIL/PHONE/FAX e p f
EFFECTIVE DATES	FROM: TO:
In General	This contract entered into between _____, (hereinafter referred to as "Vendor"), and National Purchasing Partners (hereinafter "NPP") is based upon the sales and/or service of FLOOR COVERINGS (the "Services" and "Products) to the NPP members ("Members").
Administration Contract Fee	1) Vendor agrees to pay NPP a one and one-half percent (1.5%) 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 one-half percent (1.5%) fee will be exclusive of any other fee that may be due to other associations or buying groups to

	<p>which Vendor belongs. The contract administration fee shall be based on the price paid net of freight charges, taxes, returns, credits, discounts and rebates.</p> <p>2) In return for this administration fee, NPP agrees to provide contract marketing of this agreement to NPP members.</p>
Volume Sales Reports	<p>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.</p>
Right to Review Books and Records	<p>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.</p>
Use of Data	<p>5) The parties hereby acknowledge and agree to all restrictions identified in the Terms and Conditions with respect to the dissemination of all information and data.</p>
Permission to Market Vendor Products/Services and use Vendor Logo	<p>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 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.</p>
Contract Term and Extension	<p>7) This Vendor Administration Agreement shall be in effect for the duration of the Master Price Agreement referenced herein with respect to competitive solicitation obtained by</p>

	<p>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 Price Agreement referenced herein.</p>
Entire Agreement	<p>8) 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 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.</p>



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 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 Price 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 Price 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 Price 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 Price 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 Price 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 Price 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 Price 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 Price 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:

- 1) Member Product Training: Opportunity for vendors to provide members product training.
- 2) 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.
- 3) Vendor Training: NPP will train Vendor's sales force on Contract through webinars or in-person training seminars.
- 4) 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

- 5) Attendance at Vendor's National Sales Meetings, if any;
- 6) A formal launch of the program; and
- 7) Access to Vendor sales representatives for ongoing trainings on the program and local NPP events

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, 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 Price 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 acknowledge and agree 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 Price 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, contractors or subcontractors.

TERM AND TERMINATION

16. **TERM.** This Vendor Administration Agreement shall be in effect for the duration of the Master Price 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 Price Agreement referenced herein.
17. **TERMINATION BY NPP WITH CAUSE.** NPP may terminate this Agreement for cause upon thirty (30) days' written notice to Vendor, and failure by Vendor to cure the event giving rise to cause within such thirty (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 (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) is the subject of any proceeding in bankruptcy, (d) has a receiver or trustee appointed for its property, or (e) believes 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 (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 Price 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 (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 a format acceptable to NPP within thirty (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 and one-half percent (1.5%) 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. 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 (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

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., 1/1/12 - 1/31/12).

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 (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 (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 (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 Price 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 Price 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 (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 (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, emailing, 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:

AUTHORIZED REPRESENTATIVE:

BY:

PRINTED NAME:

TITLE:

DATE:

NAME:

ADDRESS:

National Purchasing Partners

1100 Olive Way, Suite 1020

Seattle, WA 98101

AUTHORIZED REPRESENTATIVE:

BY CONTRACT MANAGER:

PRINTED NAME:

TITLE:

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.

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

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

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

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)

Column Data Name	Required	Data Description	Maximum Length/Type
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 D

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 Price Agreement negotiated as a result of this Request for Proposal.

DATED this _____ day of _____, _____.

(Name of Firm)

By: _____
(Authorized Signature)

Title: _____

ATTACHMENT E

WIPHE RESPONSE FORM

THIS FORM MUST BE RETURNED WITH BID RESPONSE

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

_____ DOES NOT agree to sell to WIPHE Institutions.

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

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

Washington Institutions of Public Higher Education (WIPHE)

(See list on following page)

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

FOUR YEAR UNIVERSITIES:

CENTRAL WASHINGTON UNIVERSITY
EASTERN WASHINGTON UNIVERSITY
THE EVERGREEN STATE COLLEGE
UNIVERSITY OF WASHINGTON
WASHINGTON STATE UNIVERSITY
WESTERN WASHINGTON UNIVERSITY
COMMUNITY AND TECHNICAL COLLEGES:
BATES Technical College
BELLEVUE Community College
BELLINGHAM Technical College
BIG BEND Community College
CASCADE Community College
CASCADIA College
CENTRALIA College
CLARK College
CLOVER PARK Technical College
COLUMBIA BASIN College
EDMONDS Community College
EVERETT Community College
GRAYS HARBOR College
GREEN RIVER Community College
HIGHLINE Community College
LAKE WASHINGTON Technical College
LOWER COLUMBIA College
OLYMPIC College
PENINSULA College
PIERCE College
RENTON Technical College
SEATTLE CENTRAL Community Colleges
SHORELINE Community College
SKAGIT Valley College
SOUTH PUGET SOUND Community College
SPOKANE Community Colleges
STATE BOARD for Technical & Community
Colleges
WENATCHEE Valley College
YAKIMA Valley Community College
WHATCOM Community College

Miscellaneous local agencies within Washington State*

ADAMS COUNTY
PUYALLUP SCHOOL DIST 3
KITSAP COUNTY
FIFE SCHOOL DIST 417
RIVERVIEW SCHOOL DIST 407
GONZAGA UNIVERSITY
PLANNED PARENTHOOD OF WESTERN WASHINGTON
SNOHOMISH COUNTY
MASON COUNTY
FEDERAL WAY SCHOOL DIST
SPOKANE COUNTY
ISSAQUAH SCHOOL DIST 411
ADAMS COUNTY FIRE DISTRICT
ADAMS COUNTY HEALTH DISTRICT
AFFILIATED HEALTH SERVICES
ALDERWOOD WATER DISTRICT
ANACORTES PORT OF
ANACORTES SCHOOL DISTRICT 103
ANNAPOLIS WATER DISTRICT
ASOTIN COUNTY
AUBURN SCHOOL DISTRICT 408
BAINBRIDGE IS SCHOOL DISTRICT 303
BAINBRIDGE ISLAND FIRE DEPARTMENT
BAINBRIDGE ISLAND PARKS
BATTLE GROUND SCHOOL DISTRICT 119
BELLEVUE SCHOOL DISTRICT 405
BELLINGHAM PORT OF
BELLINGHAM SCHOOL DISTRICT 501
BENTON COUNTY
BENTON COUNTY FIRE DISTRICT
BENTON COUNTY PUD
BENTON FRANKLIN COUNTY
BENTON FRANKLIN PRIVTE INDUST CNCL
BENTON PORT OF
BETHEL SCHOOL DISTRICT 403
BIG BROTHERS BIG SISTERS OF KING CO
BIRCH BAY WATER & SEWER DISTRICT
BLANCHET SCHOOL DISTRICT
BREMERTON KITSAP CO HEALTH DISTRICT
BREMERTON PORT OF
BREMERTON SCHOOL DISTRICT 100
BURLINGTON EDISON SCHOOL DIST 100
CANCER RESEARCH AND BOISTATISTICS
CASCADE BLUE MT FD SHR
CASCADE IRRIGATION DISTRICT
CASHMERE SCHOOL DISTRICT 222
CATHOLIC COMM SVCS OF KING CO
CENTRAL KITSAP SCHOOL DISTRICT 401
CENTRAL WAS COMP MENTAL HEALTH
CENTRALIA SCHOOL DISTRICT 40
CHEHALIS SCHOOL DISTRICT 302
CHELAN COUNTY
CHELAN COUNTY COMMUNITY HOSPITAL
CHELAN COUNTY FIRE DISTRICT
CHELAN COUNTY PUD 1
CHELAN DOUGLAS COUNTY HEALTH DIST
CHENEY CARE CENTER
CHILD CARE RESOURCE & REFERRAL
CHILDRENS THERAPY CENTER
CHIMACUM SCHOOL DISTRICT 49
CLALLAM COUNTY
CLALLAM COUNTY FIRE DISTRICT
CLALLAM COUNTY HOSPITAL DISTRICT
CLALLAM COUNTY PUD
CLARK COUNTY
CLARK COUNTY FIRE DISTRICT
CLARK COUNTY PUD
CLE ELUM-ROSLYN SCHOOL DISTRICT 404
CLOVER PARK SCHOOL DISTRICT 400
CNTRL WHIDBEY FIRE & RESCUE
COAL CREEK UTILITY DISTRICT
COALITION AGAINST DOMESTIC VIOLENCE
COLUMBIA COUNTY
COLUMBIA IRRIGATION DISTRICT
COLUMBIA MOSQUITO CONTROL DISTRICT
COMMUNITY CHRISTIAN ACADEMY
COMMUNITY PSYCHIATRIC CLINIC
COMMUNITY TRANSIT
CONFEDERATED TRIBES OF CHEHALIS
CONSOLIDATED DIKING IMPROVEMENT DIST
CONSOLIDATED IRRIGATION
COWLITZ COUNTY
COWLITZ COUNTY FIRE DISTRICT
COWLITZ COUNTY PUD
CROSS VALLEY WATER DISTRICT
DAYTON SCHOOL DISTRICT 2
DOUGLAS COUNTY
DOUGLAS COUNTY FIRE DISTRICT
DOUGLAS COUNTY PUD
DRUG ABUSE PREVENTION CENTER
E COLUMBIA BASIN IRRIGATION DIST
EAST WENATCHEE WATER
EATONVILLE SCHOOL DIST 404
EDMONDS SCHOOL DISTRICT 15
EDUCATIONAL SERVICE DIST 114
EDUCATIONAL SERVICE DISTRICT 113
ELLENSBURG SCHOOL DIST 401
ENUMCLAW SCHOOL DIST
EVERETT PORT OF
EVERETT PUBLIC FACILITIES DIST
EVERGREEN MANOR INC
EVERGREEN SCHOOL DIST 114
FEDERAL WAY FD
FERRY COUNTY
FERRY COUNTY PUBLIC HOSPITAL
FERRY OKAHOGAN FPD
FOSS WATERWAY DEVELOPMENT AUTHORITY
FRANKLIN COUNTY
FRANKLIN COUNTY PUD
FRANKLIN PIERCE SCHOOL DIST 402
FRIDAY HARBOR PORT OF
GARDENA FARMS IRRIGATION DIST 13
GARFIELD COUNTY
GRAND COULEE PROJECT
GRANDVIEW SCHOOL DIST 116/200
GRANITE FALLS SCHOOL DIST 332

GRANT COUNTY
GRANT COUNTY HEALTH DIST
GRANT COUNTY PUD
GRAYS HARBOR COUNTY
GRAYS HARBOR COUNTY FIRE DIST
GRAYS HARBOR COUNTY PUD # 1
GRAYS HARBOR PORT OF
GRAYS HARBOR PUB DEV AUTH
GRAYS HARBOR TRANSIT
GRIFFIN SCHOOL DIST 324
HARBORVIEW MEDICAL CENTER
HAZEL DELL SEWER DIST
HEALTHY MOTHERS HEALTHY BABIES COAL
HIGHLINE SCHOOL DIST 401
HIGHLINE WATER DIST
HOMESIGHT
HOPELINK
HOQUIAM SCHOOL DIST 28
HOUSING AUTHORITY OF PORTLAND
ILWACO PORT OF
INCHELIUM SCHOOL DIST 70
ISLAND COUNTY
ISLAND COUNTY FIRE DIST
JEFFERSON COUNTY
JEFFERSON COUNTY FIRE DIST
JEFFERSON COUNTY LIBRARY
JEFFERSON COUNTY PUD
JEFFERSON GENERAL HOSPITAL
KARCHER CREEK SEWER DIST
KELSO SCHOOL DIST 458
KENNEWICK GENERAL HOSPITAL
KENNEWICK SCHOOL DISTRICT 17
KENT SCHOOL DIST 415
KETTLE FALLS SCHOOL DIST 212
KING COUNTY
KING COUNTY FIRE DIST
KING COUNTY HOUSING AUTHORITY
KING COUNTY LIBRARY
KING COUNTY WATER SEWER
KINGSTON PORT OF
KITSAP COUNTY FIRE & RESCUE
KITSAP COUNTY LIBRARY
KITSAP COUNTY PUD 1
KITITAS COUNTY
KITITAS COUNTY PUD
KITITAS COUNTY RECLAMATION DIST
KLUCKITAT COUNTY
KLUCKITAT COUNTY PUD
LAKE CHELAN RECLAMATION DIST
LAKE STEVENS SCHOOL DIST 4
LAKE WASHINGTON SCHOOL DIST 414
LAKEHAVEN UTILITY DIST
LAKEWOOD SCHOOL DIST 306
LEWIS CO PUD 1
LEWIS COUNTY
LEWIS COUNTY FIRE DIST
LEWIS PUBLIC TRANSPORTATION
LIBERTY LAKE SEWER & WATER DIST
LINCOLN COUNTY
LINCOLN COUNTY FIRE DIST

LONGVIEW PORT OF
LONGVIEW SCHOOL DIST 122
LOTT WASTEWATER ALLIANCE
LUMMI INDIAN NATION
MANCHESTER WATER DIST
MARYSVILLE SCHOOL DIST 25
MASON COUNTY FIRE DIST
MASON COUNTY PUD
MEAD SCHOOL DIST 354
METRO PARK DISTRICT OF TACOMA
MID COLUMBIA LIBRARY
MIDWAY SEWER DISTRICT
MONROE SCHOOL DIST 103
MORTON SCHOOL DIST 214
MOSES LAKE PORT OF
MOUNT BAKER SCHOOL DIST
MT VERNON SCHOOL DISTRICT 320
MUKILTEO SCHOOL DIST 6
MUKILTEO WATER DIST
NAVAL STATION EVERETT
NE TRI COUNTY HEALTH DIST
NORTH CENTRAL REGIONAL LIBRARY DIST
NORTH KITSAP SCHOOL DIST 400
NORTH SHORE UTILITY DISTRICT
NORTH THURSTON SCHOOL DISTRICT
NORTHSHORE SCHOOL DIST 417
NORTHWEST KIDNEY CTR
NORTHWEST WORK FORCE DEVELOPMENT CO
NW REGIONAL COUNCIL
OAK HARBOR SCHOOL DIST 201
OAKVILLE SCHOOL DIST 400
OCOSTA SCHOOL DIST 172
OKANOGAN COUNTY
OKANOGAN COUNTY FIRE DIST
OKANOGAN COUNTY PUD
OKANOGAN SCHOOL DISTRICT
OLYMPIA PORT OF
OLYMPIA SCHOOL DISTRICT 111
OLYMPIA THURSTON CHAMBER FOUNDATION
OLYMPIC AREA AGENCY ON AGING
OLYMPIC MEMORIAL HOSPITAL DIST
OLYMPIC REGION CLEAN AIR AGENCY
OLYMPIC VIEW WATER & SEWER DIST
OLYMPUS TERRACE SEWER DIST
PACIFIC COUNTY
PACIFIC COUNTY FIRE
PARATRANSIT SERVICES
PASCO SCHOOL DIST
PEND OREILLE COUNTY CONSERV DIST
PEND OREILLE COUNTY PUB HOSP DIST
PEND OREILLE COUNTY PUD
PENINSULA SCHOOL DISTRICT 401
PERRY TECHNICAL INSTITUTE
PIERCE COUNTY
PIERCE COUNTY FIRE DIST
PORT ANGELES PORT OF
PORT ANGELES SCHOOL DISTRICT 121
PRESCOTT SCHOOL DIST
PUGET SOUND CLEAN AIR AGENCY
PUGET SOUND SCHOOL DIST

QUINCY COLUMBIA BASIN IRRIG DIST
RICHLAND SCHOOL DIST 400
S KITSAP SCHOOL DISTRICT 402
S SNOHOMISH CO PUBLIC FAC DIST
SAFEPLACE
SAMISH WATER DIST
SAMMAMISH WATER AND SEWER DIST
SAN JUAN COUNTY
SAN JUAN COUNTY FIRE DIST
SEA MAR COMM HEALTH CTR
SEATTLE JEWISH PRIMARY SCHOOL
SEATTLE PORT OF
SEATTLE SCHOOL DIST 1
SEATTLE UNIVERSITY
SECOND AMENDMENT FOUNDATION
SECOND CHANCE INC
SENIOR OPPORTUNITY SERVICES
SHELTON SCHOOL DISTRICT 309
SILVERDALE WATER
SKAGIT COUNTY
SKAGIT COUNTY CONSERVATION DIST
SKAGIT COUNTY FIRE DIST
SKAGIT COUNTY ISLAND HOSPITAL
SKAGIT COUNTY PORT OF
SKAGIT COUNTY PUD 1
SKAGIT TRANSIT
SKAMANIA COUNTY
SKOOKUM INC
SNOHOMISH COUNTY LIBRARY
SNOHOMISH COUNTY PUD
SNOHOMISH HEALTH DISTRICT
SNOHOMISH SCHOOL DISTRICT 201
SOAP LAKE SCHOOL DISTRICT 156
SOOS CREEK WATER AND SEWER DIST
SOUND TRANSIT
SOUTH COLUMBIA BASIN IRRIG DIST
SOUTH EAST EFFECTIVE DEVELOPMENT
SOUTH SOUND MENTAL HEALTH SERVICES
SOUTHWEST YOUTH & FAMILY SERVICES
SPECIAL MOBILITY SERVICES INC
SPOKANE CO AIR POLLUTION CNTRL AUTHORITY
SPOKANE COUNTY FIRE DIST
SPOKANE COUNTY LIBRARY
SPOKANE SCHOOL DISTRICT 81
ST JOSEPH/MARQUETTE SCHOOL
STANWOOD SCHOOL DIST 410
STEVENS COUNTY
STEVENS COUNTY PUD
STILLAGUAMISH TRIBE OF INDIANS
SUMNER SCHOOL DISTRICT 320
SUNNYSIDE PORT OF
SUNNYSIDE SCHOOL DISTRICT 201
SUQUAMISH TRIBE
SW CLEAN AIR AGENCY
SWINOMISH TRIBE
TACOMA DAY CHILD CARE AND PRESCHOOL
TACOMA MUSICAL PLAYHOUSE
TACOMA PORT OF
TACOMA SCHOOL DISTRICT 10
TACOMA-PIERCE CO

TAHOMA SCHOOL DISTRICT 409
TERRACE HEIGHTS SEWER DISTRICT
THURSTON COMMUNITY TELEVISION
THURSTON COUNTY
THURSTON COUNTY CONSERVATION DIST
THURSTON COUNTY FIRE DISTRICT
TOPPENISH SCHOOL DISTRICT 202
TOUCHET SD 300
TRIUMPH TREATMENT SERVICES
TUKWILA SCHOOL DIST 406
TUMWATER SCHOOL DISTRICT 33
U S DEPARTMENT OF TRANSPORTATION
UNITED WAY OF KING COUNTY
UNIVERSITY PLACE SCHOOL DIST
UPPER SKAGIT INDIAN TRIBE
VAL VUE SEWER DISTRICT
VALLEY TRANSIT
VALLEY WATER DISTRICT
VANCOUVER PORT OF
VANCOUVER SCHOOL DISTRICT 37
VASHON ISLAND SCHOOL DISTRICT 402
VERA IRRIGATION
VETERANS ADMINISTRATION
VOLUNTEERS OF AMERICA
WA ASSOC OF SCHOOL ADMINISTRATORS
WA ASSOC SHERIFFS & POLICE CHIEFS
WA GOVERNMENTAL ENTITY POOL
WA LABOR COUNCIL AFL-CIO
WA PUBLIC PORTS ASSOCIATION
WA RESEARCH COUNCIL
WA ST ASSOCIATION OF COUNTIES
WA STATE PUBLIC STADIUM AUTHORITY
WAHKIAKUM COUNTY
WALLA WALLA COLLEGE
WALLA WALLA COUNTY
WALLA WALLA COUNTY FIRE DISTRICT
WALLA WALLA PORT OF
WALLA WALLA SD 140
WASHINGTON ASSOCIATION
WASHINGTON COUNTIES RISK POOL
WASHINGTON FIRE COMMISSIONERS ASSOC
WASHINGTON HEALTH CARE ASSOCIATION
WASHINGTON PUBLIC AFFAIRS NETWORK
WASHINGTON STATE MIGRANT COUNCIL
WEST VALLEY SCHOOL DISTRICT 208
WEST VALLEY SCHOOL DISTRICT 363
WESTERN FOUNDATION THE
WHATCOM CONSERVATION DIST
WHATCOM COUNTY
WHATCOM COUNTY FIRE DISTRICT
WHATCOM COUNTY RURAL LIBRARY DIST
WHIDBEY GENERAL HOSPITAL
WHITMAN COUNTY
WHITWORTH WATER
WILLAPA COUNSELING CENTER
WILLAPA VALLEY SCHOOL DISTRICT 160
WILLAPA VALLEY WATER DISTRICT
WINLOCK SCHOOL DISTRICT 232
WOODINVILLE FIRE & LIFE SAFETY DIST
WOODLAND PORT OF

YAKIMA COUNTY
YAKIMA COUNTY FIRE DISTRICT
YAKIMA COUNTY REGIONAL LIBRARY
YAKIMA SCHOOL DISTRICT 7
YAKIMA VALLEY FARMWORKERS CLINIC

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

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

EXHIBIT 1

ORS CHAPTERS 279B AND 279C (AS MAY BE AMENDED) REQUIREMENTS

- (1) Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor.
- (2) Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract.
- (3) Contractor shall not permit any lien or claim to be filed or prosecuted against the District on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.
- (4) Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617.
- (5) If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the District may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or his surety from his or its obligation with respect to any unpaid claim. If the District is unable to determine the validity of any claim for labor or material furnished, the District may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.
- (6) Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- (7) Contractor shall pay employees for overtime work performed under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, *et seq.*)
- (8) The Contractor must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.
- (9) All subject employers working under the contractor either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126.
- (10) All sums due the State Unemployment Compensation Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid.
- (11) The contract may be canceled at the election of District for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.
- (12) Contractor certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.
- (13) Contractor certifies that it has not discriminated against minorities, women or emerging small business enterprises in obtaining any required subcontractors.

EXHIBIT 2

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 3

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.