



REQUEST FOR PROPOSAL 2013-1

DUE JUNE 24, 2013 @ 3:00 P.M. MST

Proposals must be submitted in a sealed envelope or box properly addressed to South Davis Metro Fire Agency, 255 South 100 West, Bountiful, UT 84011 with RFP 2013-1, Proposal Due June 24, 2013 at 3:00pm MST, and Offeror's Name and Address clearly indicated on the envelope or box. South Davis Metro Fire will not be responsible for late receipt of proposals. Proposals must be in the actual possession of South Davis Metro Fire Agency on, or prior to the exact time and date indicated above. Proposals shall be opened immediately following the proposal due date and time, and the name of each offeror will be publicly read and recorded.

South Davis Metro Fire seeks proposals to establish contracts for sources for the following materials, equipment and/or services:

Fire Turnouts and Fire Related Equipment

This solicitation consists of instructions, general terms and conditions, award criteria, proposal form, form of contract, special terms and conditions, and specifications. Offerors are strongly encouraged to carefully read all general information, the special terms and conditions, and specifications for the products/services being offered. Failure to examine any of the requirements will be at offeror's risk.

The South Davis Metro Fire Agency (SDMFA) reserves the right to cancel this solicitation and/or reject all proposals in whole or in part if SDMFA determines that cancellation and/or rejection are advantageous to the SDMFA.

Questions regarding this Request for Proposal should be directed to:

Primary Contact

Jeff Bassett, Deputy Fire Chief

email: jbassett@sdmetrofire.org

phone: (801) 677-2403

Jeff Bassett
Deputy Fire Chief

Date: _____

Offer and Contract Award

**RFP 2013-1
Fire Turnouts and Fire Related Equipment**

To South Davis Metro Fire Agency:

The undersigned hereby certifies understanding and compliance with the requirements in the General Terms and Conditions. Offeror further agrees to furnish materials and/or services in compliance with all terms, conditions, specifications and addenda in the solicitation and any written exceptions in the offer.

Federal Employer Identification Number: _____

Company Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Telephone Number: _____ Fax: _____

Printed Name: _____ Title: _____

Authorized Signature _____

The Contractor shall not commence any billable work or provide any material or service under this contract unless and until Contractor receives a purchase order with South Davis Metro Fire Agency's review noted.

Acceptance of Offer and Contract Award (South Davis Metro Fire Agency Only)

Your Proposal is Hereby Accepted:

As Contractor, you are now bound to sell the materials and/or services offered to and accepted by South Davis Metro Fire Agency in accordance with the solicitation, including all terms, conditions, specifications, addenda, etc.

This Contract shall be referred to as Contract Number _____

Awarded this _____ day of _____, _____.

Jeff Bassett, Deputy Fire Chief
South Davis Metro Fire Agency

RFP Preparation & Checklist

You have received this solicitation because of your company's expressed interest in providing the required products and services to the South Davis Metro Fire Agency. **Review this document in its entirety to make sure you fully understand the products and services that we are requesting.** Please do not assume that a particular form, section, specification or information does not or should not apply to you. Contact South Davis Metro Fire Agency with any questions that you may have.

We have included this preparation form and checklist to assist you in preparing your response. Follow each step, placing the required information in your response binder in the proper place. **All of the items listed below are required.** Initial next to each item to indicate completion.

To be considered, your proposal must arrive at South Davis Metro Fire Agency offices (255 South 100 West, Bountiful, Utah 84011) on or before 3:00 p.m. MST on June 24, 2013

Offeror shall organize the proposal in the following manner:

_____ **Step ONE:**

Read and understand the document. You are responsible for asking any questions regarding the information you are required to include with your response. Do not hesitate to call for clarification on any items in this solicitation.

_____ **Step TWO:**

Obtain a set of three-hole punched index dividers with 9 tabs. Proposal shall be submitted in a 3-ring binder.

Step THREE (Preparation of response, in order):

_____ **Tab 1: Offer & Contract Award**

The Offer and Contract Award page is **signed** and placed after Tab 1.

_____ Addenda, if any, are placed after Tab 1.

_____ **Tab 2: Introduction**

Prepare an Executive Summary that provides a short narrative description of what you are offering for this contract, and place after Tab 2.

_____ **Tab 3: General Terms and Conditions**

A completed copy of the General Terms & Condition is placed after Tab 3.

_____ A copy of the *General Terms and Conditions Acceptance Form* is placed after Tab 3. Any exceptions to the General Terms and Conditions are noted and explained.

_____ **Tab 4: Offeror Qualifications**

A complete response to the Offeror Qualifications (Appendix A) is placed after Tab 4.

_____ The financial information required in the Offeror Qualifications is placed after Tab 4.

_____ The certificate of insurance required in the Offeror Qualifications is placed after Tab 4.

_____ **Tab 5: Special Terms and Conditions, Scope of Work and Specifications**

A completed copy of the Special Terms and Conditions is placed after Tab 5.

_____ A completed *Special Terms and Conditions and Scope of Work and Specifications Acceptance Form* is placed after Tab 5. Any exceptions to the Special Terms and Conditions and/or explanations for deviations to the Scope of Work and Specifications are provided.

(Continued on next Page)

RFP Preparation & Checklist (cont.)

Tab 5: Special Terms and Conditions, Scope of Work and Specifications (cont.)

_____ A copy of the Scope of Work and Specifications with compliance or deviation noted for each item is placed after Tab 5.

Tab 6: Price & Discount Schedule

_____ A complete printed copy of your Discount Summary is placed after Tab 6. Paper copies of all pricing are not required.

_____ A CD or similar electronic media device (DVD, USB thumb drive, etc.) with the **required** electronic workbook and electronic versions of your price schedules, and any additional requested price information is placed after Tab 6.

Tab 7: Required Forms

_____ All remaining required forms are completed and placed after Tab 7, as follows:

_____ Questionnaire for Offeror (Appendix B)

_____ Support and Maintenance Plans (as applicable to offer) (Appendix C)

Tab 8: Additional Information

_____ Supplementary information (3.0 questions) and additional relevant and/or requested information that will assist evaluators in reaching a decision are placed after Tab 8.

Tab 9: Preparation & Checklist, Descriptive literature & supporting printed data

_____ This completed form placed after Tab 9.

_____ Copy of fire (firefighter) turnout catalog after Tab 9. See Scope of Work and Specifications requirement 2.1.02 for details. (If catalog is provided separately in response, clearly identify your catalog with your firm's name, and this RFP-number.)

_____ *Descriptive literature and any other company information are placed after Tab 9.*

_____ Complete descriptive information on firefighting equipment products offered in this proposal (paper or electronic media device [CD, DVD, USB thumb drive, etc.])

_____ FR-GPO participation information (Appendix G)

Step FOUR:

_____ Confirm that the proposal is complete and signed by an authorized representative.

_____ **Note: Do not assume that a request for best and final offer will be issued to you. Your proposal should be complete and meet all specifications and requirements of this solicitation.**

Step FIVE:

_____ Provide one original and one complete copy of your proposal to South Davis Metro Fire Agency. Make an additional complete copy of your proposal for your records.

Step SIX:

_____ Place your complete proposal and the additional South Davis Metro Fire Agency copy in a sealed envelope or box and send to South Davis Metro Fire Agency so that it arrives **on or before 3:00 p.m. MST on June 24, 2013.**

This is a new solicitation for South Davis Metro Fire Agency, with an anticipated contract award date of June 24, 2013. Generally, South Davis Metro Fire Agency takes between three to eight weeks to fully evaluate and award contracts.

General Terms and Conditions

Place after Tab 3

CANCELLATION

Cancellation for bankruptcy or acquisition: South Davis Metro Fire Agency reserves the right to cancel, or suspend the use of, any contract if contractor files for bankruptcy protection, or is acquired by an independent third party.

Cancellation for conflict of interest: South Davis Metro Fire Agency may cancel this contract or any purchase order issued under this contract within three (3) years after contract execution, for conflict of interest. Conflict of interest occurs if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of South Davis Metro Fire Agency, is or becomes at any time while the contract or an extension of the contract is in effect, an employee of, or a consultant to, any other party to the contract, with respect to the subject matter of the contract. South Davis Metro Fire Agency shall incur no penalty or further obligation if the contract is cancelled for conflict of interest. Cancellation shall be effective when the contractor receives written notice of the cancellation, unless the notice specifies a later time.

Cancellation for convenience: South Davis Metro Fire Agency reserves the right to immediately cancel the contract without penalty or recourse, in whole or in part, when South Davis Metro Fire Agency determines that action to be in the best interests of its Members. Contractor shall be entitled to receive just and equitable compensation in accordance with applicable contract pricing for work in progress, work completed and materials accepted before the effective date of the cancellation.

Cancellation for non-performance or contractor deficiency: South Davis Metro Fire Agency may terminate any contract if Members have not used the contract in any 12-month period, or if purchase orders total less than \$100,000 per year. South Davis Metro Fire Agency reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. South Davis Metro Fire Agency may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving South Davis Metro Fire Agency reason to believe that contractor will not or cannot perform the requirements of the contract;
- Performing work or providing services under the contract prior to receiving a South Davis Metro Fire Agency reviewed purchase order for such work; and/or
- Accepting non-South Davis Metro Fire Agency reviewed purchase orders (under the contract).

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to South Davis Metro Fire Agency. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.

Cancellation for replacement: South Davis Metro Fire Agency reserves the right to cancel a contract awarded under this solicitation and replace it with a newer contract awarded to the same vendor for similar goods and services. South Davis Metro Fire Agency may, at its option, either replace a contract resulting from this solicitation or delay a new award until the existing contract expires. The decision to replace the contract rests solely with South Davis Metro Fire Agency.

Contractor cancellation: Contractor may cancel this contract at any time upon thirty (30) days prior written notice to South Davis Metro Fire Agency or on the yearly anniversary of the contract. Termination shall have no effect on projects in progress at the time the notice of cancellation is received by South Davis Metro Fire Agency.

Continuation of performance: Contractor shall continue to perform in accordance with the requirements of the contract, up to the date of cancellation and as directed in the cancellation notice.

Gratuities: South Davis Metro Fire Agency may cancel this contract if it is found that gratuities in the form of entertainment, gifts or otherwise, were offered or given by contractor or any agent or representative of contractor, to any employee of South Davis Metro Fire Agency with a view toward securing a contract or with respect to the performance of this contract. Samples of software, equipment or hardware provided to South Davis Metro Fire Agency for demonstration or evaluation are not considered gratuities.

CERTIFICATION

By signing the Offer and Contract Award page offeror certifies the following:

- Offeror has examined and understands the terms, conditions, scope of work and specifications and other documents in this solicitation.
- The submission of the offer did not involve collusion or other anti-competitive practices. Neither signatory nor any person on his behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the matter of the bidding or award of a contract under this solicitation.
- Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
- Neither offeror, nor any officer, director, partner, Member or associate of offeror, nor any of its employees directly involved in obtaining contracts with the State of Utah, South Davis Metro Fire Agency or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
- Offeror shall not discriminate against any employee, or applicant for employment in violation of federal and state laws (see Federal Executive Order 11246; ARS § 31-1461).
- Offeror is not currently suspended, debarred or otherwise precluded from participating in any public procurement activity with any federal, state or local government entity.
- If awarded a contract, offeror agrees to promote, offer and sell under South Davis Metro Fire Agency contract only those materials and/or services awarded to contractor by South Davis Metro Fire Agency.
- If awarded a contract, offeror will provide the equipment, commodities, and/or services to Members of South Davis Metro Fire Agency in accordance with the terms, conditions, scope of work, specifications, and other documents of this Request for Proposal.

CLARIFICATION/DISCUSSIONS

Clarifications: Clarification means communication with offeror for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal. It is achieved by explanation or substantiation, either in response to an inquiry from South Davis Metro Fire Agency or as initiated by offeror. Clarification does not give offeror an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision.

Discussions: After the initial receipt of proposals, South Davis Metro Fire Agency reserves the right to conduct discussions with those offerors whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between South Davis Metro Fire Agency and offeror are conducted for the purpose of clarifications involving information essential for determining the acceptability of a proposal or that provides offeror an opportunity to revise or modify its proposal. South Davis Metro Fire Agency will not help offeror bring its proposal up to the level of other proposals through discussions. South Davis Metro Fire Agency will not indicate to offeror a cost or price that it must meet to obtain further consideration nor will it provide any information about other offerors' proposals or prices.

CONFIDENTIAL INFORMATION

Confidential information request: If offeror believes that its proposal contains trade secrets or confidential information that should be withheld from public inspection, a statement advising South Davis Metro Fire Agency of this fact shall accompany the proposal, and the information shall be so identified wherever it appears. South Davis Metro Fire Agency shall review the statement and shall determine in writing whether the information shall be withheld. If South Davis Metro Fire Agency determines to disclose the information, South Davis Metro Fire Agency shall inform offeror in writing of such determination. Requests to deem the entire offer as confidential will not be considered.

Pricing: South Davis Metro Fire Agency will not consider pricing to be confidential or proprietary.

Public record: All proposals submitted in response to this solicitation shall become the property of South Davis Metro Fire Agency. They will become a matter of public record available for review, subsequent to award notification, under the supervision of South Davis Metro Fire Agency.

COOPERATIVE PURCHASING

1.1 GENERAL INTENT

The South Davis Metro Fire Agency (hereinafter referred to as “Lead Contracting Agency”), in association with National Purchasing Partners, LLC (“NPP”), dba as FireRescue GPO (“FRGPO”) and Public Safety GPO, on behalf of NPP’s public agency and government nonprofit members (“Participating Agencies”), as authorized under the terms of the NPP/FRGPO Member Intergovernmental Cooperative Purchasing Agreement executed by all Lead Contracting and Participating Agencies, a cooperative procurement group, is soliciting proposals from qualified companies (hereinafter referred to as “Vendor”) to enter into a Master Purchase Agreement for Fire Turnouts and Fire Related Equipment.

The intent of this Interstate Cooperative Procurement Solicitation (Solicitation) is to invite Proposers active in the sale and distribution of Protective Equipment (PPE) to submit a competitive Master Purchase Agreement offering Fire Turnouts and Fire Related Equipment to NPP members locally and nationally within all 50 States and its territories; to reduce expenses by eliminating multiple requests for proposals and multiple responses by Vendors; and obtain discounted pricing through volume purchasing. Significant sales potential exists because the Master Purchase Agreement will be used without the need for Participating Agencies to duplicate the formal solicitation process and expend staff resources and funds. Offerors may propose the manufacturer’s entire catalog, or portions thereof (“catalog discount”) in order that National Purchasing Partners’ members who wish to access the Master Purchase Agreement may order a broad range of goods and services as needed.

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

1.2 POTENTIAL MARKET

The market potential for this solicitation includes the thousands of current local government members of NPP, FireRescue GPO and Public Safety GPO and all other local government fire, rescue and public safety agencies which are eligible for membership nationwide.

1.3 REQUIREMENTS

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

- A) Proposal price, terms and conditions, provided that the Participating Agency has satisfied all of its local and state solicitation and purchasing requirements. By submitting a proposal, the Proposer(s) agrees to make the same proposal terms and price, exclusive of freight and transportation fees, available to other Participating Agencies. The Lead Contracting Agency and NPP will not incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by such Participating Agencies.

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

- B) Each Participating Agency shall execute a Participating Agency Endorsement and Authorization included in the Member Intergovernmental Cooperative Purchasing Agreement. While the terms of the Master Purchase Agreement will govern the general pricing terms, each Participating Agency will request modification of the Master Purchase Agreement in accordance with each Participating Agency’s state and/or local purchasing laws, rules, regulations and procedures. Each Participating Agency may, at its discretion, request additional legal and procedural

provisions not included herein that the successful Proposer must adhere to in order to conduct business with said Participating Agency.

- C) NPP provides vendor exposure and marketing support for the successful Proposer's products throughout its membership. Successful Proposers servicing NPP government and non-profit membership are required to pay a Contract Administration Fee. A portion of said fee is used to offset the costs of member programs, and the marketing and administration of NPP, and a portion is distributed to fire service chiefs associations. Successful Proposers will be required to execute the NPP Vendor Administration Agreement. Membership in NPP is offered at no cost to all Lead and Participating Agency members.

1.4 CONTRACT USAGE

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

DELIVERY

Default in one installment to constitute total breach: Contractor shall deliver conforming materials in each installment or lot under this contract and may not substitute nonconforming materials. South Davis Metro Fire Agency reserves the right to declare a breach of contract if contractor delivers nonconforming materials to any Member under this contract.

Defective goods: Contractor agrees to pay for return shipment of goods that arrive in a defective or non-operable condition. Contractor shall arrange for return shipment of damaged or defective goods.

Delivery time: Delivery will be completed within the timeframes as established within proposal. Delivery time is of the essence and failure to deliver any order within the time frame specified on the purchase order may result in cancellation of that purchase order.

Improper delivery: Unless contrary to other parts of this solicitation, if the goods or tender of delivery fail in any respect to conform to this contract, Member may reject the whole, accept the whole, or accept any commercial unit or units and reject the rest.

Restocking fees: A restocking fee may only be charged on products ordered and delivered to Member's site. Restocking fees in excess of fifteen percent (15%) will not be allowed. Contractor may waive restocking fees. Shipping charges on returns must be identified.

ESTIMATED QUANTITIES

South Davis Metro Fire Agency anticipates considerable activity resulting from this solicitation. An estimate of purchases is provided in the overview of the requested materials or services. However, no commitment of any kind is made concerning quantities actually to be acquired. South Davis Metro Fire Agency does not guarantee usage. Usage depends on the actual needs of Members and marketing by contractor.

EVALUATION & AWARD

Basis of award: Award(s) will be made to the responsive and responsible offeror(s) whose proposal(s) is (are) determined in writing to be most advantageous to South Davis Metro Fire Agency and for the national membership base of National Purchasing Partners DBA FireRescue GPO and Public Safety GPO. South Davis Metro Fire Agency reserves the right to use model projects/market baskets to determine the most advantageous proposal(s). It is South Davis Metro Fire Agency's intent to award a complete line of products, when possible and advantageous.

Best and final offers: South Davis Metro Fire Agency may issue requests for best and final offers (BAFO). Issuance of a best and final offer is not guaranteed. Proposals should be complete and meet all specifications and requirements of this solicitation.

Competitive range: South Davis Metro Fire Agency reserves the right to establish a competitive range of acceptable proposals as part of the evaluation process. Proposals not in the competitive range are unacceptable and will not receive further award consideration.

Criteria: The evaluation criteria for this solicitation, in relative order of importance, are as follows:

- 1) conformance to the terms and conditions in the solicitation;
- 2) completeness of the proposal and required forms;
- 3) price, including favorable pricing for cooperative purchasing;
- 4) product lines offered;
- 5) service capabilities for all regions of the state;
- 6) demonstrated vendor/staff experience/knowledge, and/or product quality; and
- 7) references and Past Performance Information (PPI) review.

Deviations and exceptions to requirements: Deviations or exceptions stipulated in a proposal may result in disqualification. Language to the effect that offeror does not consider this solicitation part of the contract may result in rejection of the proposal.

Formation of contract: A response to this solicitation is an offer to contract with South Davis Metro Fire Agency based upon the terms, conditions, scope of work, and specifications contained in this request. A proposal does not become a contract unless and until South Davis Metro Fire Agency accepts it. A contract is formed when a South Davis Metro Fire Agency administrator signs the award document.

Multiple award: To assure that our contracts meet the requirements, South Davis Metro Fire Agency reserves the right to award multiple contracts. Such decision will be based upon considerations for department/member experience with existing products and systems, brand continuity for parts replacement and future expansion. Offeror should consider the fact that South Davis Metro Fire Agency may award multiple contracts in preparing their response. The decision to award multiple contracts, award a single contract, or make no award rests solely with South Davis Metro Fire Agency.

A multiple award shall be made only if the procurement officer determines in writing that a single award is not advantageous to South Davis Metro Fire Agency or the NPP membership. A multiple award shall be limited to the least number of suppliers necessary to meet the requirements of the using agencies, and to meet the needs of the NPP membership nationally.

Non-exclusive contract: Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of South Davis Metro Fire Agency's and Cooperative Purchasing Members. South Davis Metro Fire Agency and participating Members reserve the right to obtain like goods and services from other sources.

Past performance information: Past Performance Information (PPI) is relevant information regarding a contractor's actions under previously awarded contracts to local, state or federal agencies. It includes contractor's record of performance under such contracts including, but not limited to: conformance to the terms, conditions, specifications and scope of work of the contracts, responsiveness to, and correction of, contract claims and controversies, and satisfaction of the contracting entities. PPI shall be a factor in evaluation and award.

Responsible offeror: A responsible offeror is a firm or person with the capability to perform the contract requirements and the integrity and reliability which will assure good faith performance. South Davis Metro Fire Agency must determine an offeror to be responsible before awarding a contract to offeror.

Responsive proposals: A responsive proposal reasonably and substantially conforms to all material requirements of the solicitation. Proposals must be responsive to receive award consideration. South Davis Metro Fire Agency reserves the right to waive minor informalities.

Weighted evaluation: South Davis Metro Fire Agency reserves the right to use a point system to evaluate proposals and to assign points to the evaluation criteria as it determines most appropriate. Any offeror scoring 0 (zero) in any required area may be considered nonresponsive.

FEDERAL & STATE REQUIREMENTS

Contractor employee work eligibility: By entering into the contract, contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. South Davis Metro Fire Agency and/or South Davis Metro Fire Agency Members may request verification of compliance from any contractor or subcontractor performing work under this contract. South Davis Metro Fire Agency and its Members reserve the right to confirm compliance. Should South Davis Metro Fire Agency or its Members suspect or find that the contractor or any of its subcontractors are not in compliance, South Davis Metro Fire Agency may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary for compliance are the responsibility of the contractor.

Non-compliance: All federally assisted contracts to Members that exceed \$10,000 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, offeror must agree to meet any federal, state or local requirements, as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

FORCE MAJEURE

Except for payments of sums due, neither party shall be liable to the other, nor be deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence, including, but not limited to the following: acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; snow; earthquakes; tornadoes or violent winds; hail storms; lockouts; injunctions-intervention-acts, or

failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring it notifies the other party of the existence of the force majeure, and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with the contract. Force majeure shall not include late deliveries of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences. If either party is delayed at any time by force majeure, the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours.

FORM OF CONTRACT

Contract type: The term contract shall be a percent of discount off manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities.

Form of contract: The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a firm submitting an offer requires South Davis Metro Fire Agency and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

Vendor contract documents: South Davis Metro Fire Agency will review proposed vendor contract documents. Vendor's contract document shall not become part of South Davis Metro Fire Agency's contract with vendor unless and until an authorized representative of South Davis Metro Fire Agency reviews it.

Parol evidence: The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

INDEMNIFICATION

General indemnification: To the extent permitted by law, South Davis Metro Fire Agency and its Members shall be indemnified and held harmless by contractor for its vicarious liability as a result of entering into this contract. Each party to the contract is responsible for its own negligence.

Modification by Member: Contractor shall have no obligation with respect to any patent and copyright infringement claim based upon Member's modification of the equipment and/or software, or its operation or use with apparatus, data or programs not furnished by contractor. However, one Member's action will not preclude contractor's obligation to others not having modified their equipment or software.

Patent and copyright indemnification: To the extent permitted by law, contractor shall indemnify and hold harmless South Davis Metro Fire Agency and its Members against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of contract performance or use by South Davis Metro Fire Agency and its Members of materials furnished or work performed under this contract. South Davis Metro Fire Agency and its Members shall reasonably notify contractor of any claim for which it may be liable under this paragraph.

INSTALLATION

Equipment installation should be done in a reasonable amount of time and be scheduled directly with the Member. Installation shall be in accordance with the manufacturer's instructions and shall be accomplished by skilled and properly licensed individuals.

INQUIRIES

Any question related to this solicitation shall be directed to South Davis Metro Fire Agency. South Davis Metro Fire Agency may require any and all questions to be submitted in writing. Inquiries may be faxed (801.677.0166) or e-mailed to jbassett@sdmetrofire.org, or via phone Chief Bassett (801) 677-2403. Mailed inquiries should not have the solicitation number on the envelope since it might be confused with a sealed proposal response and not be opened until the due date and time.

If any question related to the National Purchasing Partners DBA FireRescue GPO or Public Safety GPO arise, please contact: Crosby Grindle, Executive Director FireRescue and Public Safety GPO.

INSURANCE

Liability insurance: Unless otherwise modified elsewhere in this solicitation, prior to commencing services under this contract, contractor shall procure and maintain during the life of this agreement comprehensive public liability insurance, to include automobile liability, providing limits of not less than \$1,000,000 per occurrence. Evidence of the required insurance shall be provided by means of a certificate of insurance naming South Davis Metro Fire Agency as the certificate holder. In addition, contractor must be willing to provide, upon request, identical certification of insurance to any Member using this contact.

Subcontractor insurance: Prior to commencing any work, any subcontractor shall procure and maintain at its own expense until final acceptance of the work, insurance coverage in a form and from insurers acceptable to the prime contractor. All subcontractors will provide worker's compensation insurance, which waives all subrogation rights against the prime contractor and Member.

Workers compensation insurance: Contractor shall also procure and maintain during the life of this agreement, workers' compensation insurance for all of contractor's employees engaged in work under the contract. All workers' compensation insurance will be in compliance with state statute and evidenced by a certificate of insurance.

LICENSES

Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. South Davis Metro Fire Agency reserves the right to stop work and/or cancel the contract of any contractor whose license(s) expire, lapse, are suspended or terminated.

MAINTENANCE

Maintenance facilities and support: It is preferred that each contractor should have maintenance facilities and a maintenance support system available for servicing products. If a third party is used to provide maintenance or warranty work, offeror must include details of any such arrangement in the proposal. Trained and qualified technicians shall be available to cover all parts of Utah. It is preferred that maintenance service in metropolitan areas the State of Utah be available within eight hours; service in rural areas within 24 hours, or next day. Maintenance facilities must have sufficient parts inventory to provide quality service on products sold.

MANUFACTURER'S REPRESENTATIVE

Manufacturer support: Offerors submitting proposals as a manufacturer's representative must be able, if requested by South Davis Metro Fire Agency, to supplement the offer with a letter from the manufacturer certifying that offeror is a bona fide dealer for the equipment offered, that offeror is authorized to submit an offer on such equipment, and which guarantees that should offeror fail to satisfactorily fulfill any obligations established as a result of the award of contract, the manufacturer will either assume and discharge such obligations or provide for their competent assumption by one or more bona fide dealers for the balance of the contract period.

OFFER ACCEPTANCE PERIOD/WITHDRAWAL

Late offers: Late offers shall not be considered. Late offers will be returned, unopened, within ten (10) days of request.

Offer acceptance period: A proposal submitted in response to this solicitation shall be valid and irrevocable for one-hundred, twenty (120) days after opening time and date.

Withdrawal of proposal: At any time prior to the specified due date and time, offeror may withdraw his proposal. After the opening time and date, proposals may not be withdrawn, except as allowed by statute.

ORDERING CYCLE

Acceptance of orders by Contractor: All quotations provided to SDMFA and Members must be based on prices in the contract.

Audit of contract activity: South Davis Metro Fire Agency may audit some of the purchases made under this contract. The Contractor agrees to provide all documentation necessary for South Davis Metro Fire Agency to audit purchases made under contract including invoices, credits and statements issued to Members in a timely fashion.

Contractor contacts: Contractor agrees to assign only one contact person for each of the following: administration, audit, escalation and reconciliation. These contacts may be the same person, with the exception of the escalation contact. The name(s) of the contact persons will be provided to South Davis Metro Fire Agency.

Open order reports: South Davis Metro Fire Agency may send contractor(s) an open order report on a periodic basis. Contractor(s) agrees to reply to information requests in a timely fashion.

Orders in process: Member purchase orders dated on or before the contract cancellation and/or expiration date, will be processed and are considered valid until order fulfillment. Any such orders must be in the possession of South Davis Metro Fire Agency within a reasonable amount of time.

Quotations: Quotations with no end date are considered invalid after sixty (60) days from the issue date.

OVERVIEW

Advertising: Offeror shall not advertise or publish information concerning this solicitation prior to an award being announced by South Davis Metro Fire Agency. After award, contractor(s) may advertise the availability of products and services to Members. Any promotional marketing materials using the South Davis Metro Fire Agency logo must be approved by a South Davis Metro Fire Agency Contract Specialist in advance.

Applicable law: Contract shall be governed by the laws of the State of Utah, and suits pertaining to the contract may be brought only in courts in the State of Utah.

Application of law: The Utah Procurement Code and the Uniform Commercial Code (UCC) as adopted by the State of Utah, are part of this document as if fully set forth herein. Any provision or clause required by law, rule or regulation to be included in the contract will be read and enforced as if in the contract, whether or not physically included. If any such provision is not included, or is not correctly included, contract will be amended in writing to make such inclusion or correction upon application from either party to contract.

Arbitration: After exhausting applicable administrative review, the parties to this contract may agree to resolve disputes arising out of or relating to this contract through arbitration, to the extent allowed by law.

Assignment: Contractor shall assign no right or interest in this contract without prior written permission from South Davis Metro Fire Agency. No delegation of any duty of contractor shall be made without prior written permission from South Davis Metro Fire Agency. South Davis Metro Fire Agency shall not unreasonably withhold approval and shall notify contractor of its decision within fifteen (15) days of receipt of written notice from contractor.

Audit rights: In accordance with applicable Utah law, contractor's books and records related to this contract may be audited at a reasonable time and place, for the term specified in Utah statute.

Brand names: The names of major businesses and their products that appear without the trademark or service mark remain the property of their respective owners.

Captions, headings and illustrations: The captions, illustrations, headings, and subheadings in this solicitation are for convenience and ease of perusal only, and in no way define, limit or describe the scope or intent of the request.

Contract placed on hold: South Davis Metro Fire Agency shall have the ability to place a contract on hold, if it is deemed necessary to address ongoing problems with an awarded contract. Details of the decision to place the contract on hold shall be provided in a corrective action letter. A reasonable amount of time shall be provided to contractor to address issues in the corrective action letter.

Definition of time: Periods of time, stated as a number of days, shall be in calendar days, not business days.

Liens/serial numbers: All materials and services shall be free of liens. Offers must be for equipment on which the original manufacturer's serial number has not been altered in any way.

Novation: If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. South Davis Metro Fire Agency reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.

Offeror qualifications: Offeror shall have extensive knowledge and at least five (5) years of experience with the installation, maintenance and provision of the equipment, software or services offered. South Davis Metro Fire Agency reserves the right to accept or reject newly formed companies solely based on information provided in the proposal and/or its own investigation of the company.

Order of precedence: In the event of a conflict in the provisions of the contract as accepted by South Davis Metro Fire Agency, the following order of precedence shall prevail:

1. Special terms and conditions
2. General terms and conditions
3. Specifications and scope of work
4. Attachments and exhibits
5. Documents referenced or included in the solicitation

Pricing extension errors: In case of error in extension of prices in the offer, unit prices shall govern until amendment has been signed.

Proposal opening: Proposals shall be opened immediately following the proposal due date and time. The name of each offeror shall be publicly read and recorded in the presence of witnesses. All information in the proposals shall remain confidential until after award of contracts, with the exception of review by South Davis Metro Fire Agency staff and selected evaluators.

Relationship of the parties: Vendors receiving contracts under this solicitation are independent contractors. Neither party to the contract, nor any Member, shall be deemed to be the employee of another party to the contract.

Severability: The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

Successful performance: The sections of solicitation defining the scope of services, requirements, qualifications, etc., are not to be construed as a complete listing that exempts successful offeror from reasonable services required to ensure successful performance under the contract.

PAYMENT

Billing: All invoices shall list the applicable purchase order number and South Davis Metro Fire Agency contract number. Contractor will invoice SDMFA and all participating Members directly. Late fees are not permitted. All transactions are payable in U.S. currency only.

Contacting Member about payment: Contractor may contact Member for payment for a product or service delivered to the Member under the contract. Such contact shall be professional and courteous.

Correct billing: Contractor's invoice must match the purchase order. If discovered, incorrect invoices resulting in excess charges must be corrected by Contractor, no matter the cause of the error. Any excess payment must be returned to Member within the time allowed by law, in the form of a check or credit memo, as determined by the Member.

If contract pricing in effect on the contract has gone down between the time of the order and the invoice date, vendor may invoice at the current contract price.

Payment time: Payment terms are Net thirty (30) days from receipt of Contractor's invoice. Administrative fees shall be paid pursuant to the terms of the Vendor Administration Agreement ("VAA") attached hereto as Exhibit 1.

Progress payments: South Davis Metro Fire Agency will permit Members to make progress payments under the following conditions: 1) Member and Contractor agree to the terms of the progress payments prior to issuing a purchase order; 2) the purchase order describes the amounts/percentages to be paid and the dates/frequency of payment; 3) Member accepts responsibility for verifying the validity of each payment application; 4) payments are made only after goods and/or services are verified; and 5) any such

payments be made in full compliance with Member's local governing entity rules and any and all other applicable state rules and regulations.

Reporting to FireRescue GPO:

The proposer agrees to provide a Reconciliation Report detailing activity under the contract and payment for FireRescue GPO administration fees for invoices paid in the previous month. Items in the report must include the following: member name, FireRescue GPO member number, PO numbers/products purchased, amount purchased, administration fees. Payment and report are due as per a schedule agreed upon by FireRescue GPO and Proposer. The initial due date shall be specified in an award notification letter. If no invoices were paid under the contract in the previous quarter, the Proposer will provide notice of no activity.

Vendor invoice: Vendor shall invoice Member after delivery of goods and/or services. Goods and services shall be invoiced at applicable contract prices. Invoice must include Member purchase order number and South Davis Metro Fire Agency contract number.

Vendor payment: Member shall issue payment to vendor after receipt of invoice.

Amendment of proposal: A proposal may be amended up to the time of opening by submitting a sealed letter to the place indicated on the front of the solicitation.

Compliance with instructions: Offeror's ability to follow proposal preparation instructions in this solicitation will be considered an indicator of offeror's ability to follow instructions should it receive an award as a result of this solicitation. The quality of organization and writing reflected in the proposal will be considered to be an indication of the quality of organization and writing which would be prevalent if a contract is awarded. As a result, the proposal will be evaluated as a sample of data submission. Subjective judgment on the part of South Davis Metro Fire Agency's evaluators is implicit in this process.

Cost of proposal preparation: South Davis Metro Fire Agency will not reimburse the cost of developing, presenting, or providing any response to this solicitation.

Offeror responsibility: Offeror shall examine the entire solicitation, seek clarification of any item or requirement that may not be clear, and check all responses for accuracy before submitting proposal. Failure to examine any requirements shall be at offeror's risk. Negligence in preparing an offer confers no right of withdrawal after due date and time.

Proposal forms: The forms and format contained in the solicitation shall be used. Offerors may reproduce the forms and retype the information, but all of the required information must be presented in the tab order requested. Telegraphic, electronic mail, or faxed proposals shall not be considered.

Proposal submittal: One (1) original and two (2) complete copies of your proposal shall be submitted in separate three-ring loose-leaf binders on the forms and in the format contained in the solicitation. Proposal shall contain all descriptive literature, specifications, samples and any other information required by the solicitation. Include a CD or similar electronic media device (DVD, USB thumb drive, etc.) with electronic copies of your submitted documents, if available.

Proposals must be completed in ink, on a computer, or typewritten. No pencil submissions are allowed. Forms may be filled out by hand, but must be legible. Illegible or vague offers may be rejected.

Receipt of proposals: Proposals must be in the actual possession of South Davis Metro Fire Agency on or prior to the exact time and date set for proposal opening.

Sealed envelope or package: Proposal shall be submitted to the proper location in a sealed and properly identified envelope or package, as specified on this solicitation.

Signature(s) on proposals: The offer and contract award document must be submitted with an original ink signature by the person authorized to sign the offer. The person signing offer shall initial erasures, interlineations or other modifications in proposal. Failure to sign the offer and contract award document, or to make other notations as indicated, may result in rejection of proposal.

Wording in response: Offeror shall indicate "comply" or "deviate" for each specification where requested in proposal document. Details for any and all deviations shall be provided, as requested. Deviations may be accepted or rejected by South Davis Metro Fire Agency, and South Davis Metro Fire Agency's decision shall be final.

PRICING

Administration fee: FireRescue GPO 1% administration fee shall be included in offeror's net price. Contractor shall not add the administration fee to approved contract prices. The value of trade-ins or rebates shall not affect the amount of administration fee paid to FireRescue GPO.

Application of pricing: The date South Davis Metro Fire Agency receives a Member's purchase order will determine the contract pricing that is in effect for that order.

Basis for pricing: Contract pricing under this RFP must be based upon:

- 1) Fixed discount(s) off published price list(s) or catalog(s); or
- 2) Firm fixed price with economic adjustment (contingencies for economic price adjustments must be identified in the proposal); or
- 3) A combination of the above

Catalogs/price lists: A copy of the latest edition of the price list or catalog to which discount shall be applied shall be included with proposal. Offeror shall attach all applicable price lists or catalogs. Submission of outdated price lists or catalogs may result in rejection of proposal. Pricing shall remain fixed for a period of one year after which it may be modified with written notice based on manufacturer or raw material cost changes.

Decimal places: Pricing shall use a maximum of two (2) decimal places.

Discounts: Discount offers must clearly identify percent of discount to apply to contract. If multiple discounts apply, offeror shall clearly indicate the discounts and applicable materials or services. Offeror shall agree that there will be no reduction in discount(s) during the term of contract.

Effect of price: The cost or price of offeror's goods or services will not cancel technical competence as identified in solicitation. Cost is an important factor. However, no contract shall be awarded solely on the basis of price.

Fixed prices: Fixed price offers shall include prices for any and all items. Fixed prices shall be firm until each anniversary date of contract, unless there is an occurrence of one or more economic price adjustment contingencies outlined in proposal. If price adjustment contingencies occur, or not less than thirty (30) days prior to each contract anniversary date, contractor may submit a fully documented request for price adjustment to South Davis Metro Fire Agency. The documentation must substantiate that any requested price increase was clearly unpredictable at the time of proposal submittal and results from an increased cost to contractor that was out of contractor's control.

Fixed price review: South Davis Metro Fire Agency will review requests for fixed price adjustments to determine if the new prices or another option is in the SDMFA and participating Members' best interests. New fixed prices shall apply to the contract upon approval from South Davis Metro Fire Agency. Price changes shall be a factor in contract renewal.

Most favored customer: Nothing in this solicitation is intended to establish a most favored customer relationship between South Davis Metro Fire Agency and contractor. Contractor may respond to any solicitation without regard to this contract. If contractor offers lower prices to any of its other customers, it may lower its prices to South Davis Metro Fire Agency at the same time by written notice.

New catalogs/price lists: New price lists or catalogs may be submitted for review throughout the term of the contract. South Davis Metro Fire Agency will review new price lists or catalogs to determine if the new prices or an alternative option is in the Members' best interests. New price lists or catalogs shall apply to the contract only upon approval from South Davis Metro Fire Agency. New price lists or catalogs found to be non-competitive at any time during the contract will be grounds for terminating the contract.

Overcharges by antitrust violations: South Davis Metro Fire Agency maintains that overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, contractor assigns to South Davis Metro Fire Agency any and all claims for such overcharges as to the goods or services used to fulfill the contract.

Percent of discount as fixed price: Percent of discount offers that are not based upon published price lists or catalogs will be administered as fixed price contracts.

Price reduction and adjustment: Price reduction or discount increase may be offered at any time during contract and shall become effective upon notice of acceptance from South Davis Metro Fire Agency. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit; and 4) South Davis Metro Fire Agency has

approved the new prices prior to any offer of the prices to a Member. Contractor shall offer South Davis Metro Fire Agency any published price reduction during the contract period.

Pricing offers: The as-contracted price shall constitute a not-to-exceed (NTE) price. Contractor(s) are encouraged to offer SDMFA and participating members special pricing in response to large quantity sales or other advantageous business transactions related to contract products and services.

PRODUCT LINES

Current products: Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.

Discontinued products: If a product or model is discontinued by the manufacturer, contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

New products: New products that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. South Davis Metro Fire Agency may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. South Davis Metro Fire Agency may reject any additions without cause.

Options: Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

Product line: Offerors with a published catalog may submit the entire catalog. South Davis Metro Fire Agency reserves the right to select products within the catalog for award without having to award all contents. South Davis Metro Fire Agency may reject any addition of equipment options without cause.

PROTESTS

Protests shall be filed with Jim Rampton, Fire Chief of South Davis Metro Fire Agency, and shall be resolved in accordance with Utah state statute. *A protest must be in writing and must be filed with the Fire Chief, 255 South 100 West, Bountiful, UT 84011.* A protest of a solicitation must be filed with the Fire Chief before the solicitation due date and time. A protest of a proposed award or awards must be filed within ten (10) days after the protester knows or should have known the basis of the protest, whichever is earlier. A protest filed on the tenth day must be received by 5:00 pm, MST. A protest must include:

- The name, address and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by contract number;
- A detailed statement of the legal and factual grounds of protest including copies of any relevant documents; and
- The form of relief requested.

Should South Davis Metro Fire Agency prevail in an appeal of a decision issued by the Executive Director, appellant waives any objection to the hearing officer awarding South Davis Metro Fire Agency its reasonable attorney's fees and costs.

RIGHT TO ASSURANCE

Whenever one party to the contract has a good faith reason to question the other party's intent to perform, he may demand that the other party give written assurance of its intent to perform. If a demand is made and no written assurance is given within ten (10) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

SAFETY STANDARDS

Items supplied under the contract shall comply with all applicable Occupational Safety & Health Standards, National Electric Code, and National Fire Protection Association Standards.

SAMPLES

Sample evaluation: Samples will be compared to proposal specifications and evaluated as to materials used in construction, quality and workmanship, durability, adaptability to the use for which the items were intended, and overall appearance.

Sample requirements: Samples may be required prior to awarding a contract. Offeror shall provide adequate samples and detailed specifications for any item offered. Samples must be submitted within ten (10) days of request from South Davis Metro Fire Agency.

Sample submittals: Samples shall be free of charge and submitted and removed by offeror at offeror's expense. Award samples may be held for comparison with deliveries. South Davis Metro Fire Agency shall not be held responsible for samples damaged or destroyed in examination or testing. Samples not removed within thirty (30) days after notice to offeror will be considered abandoned, and South Davis Metro Fire Agency shall have the right to dispose of them.

SHIPPING

Shipping terms/transfer of title: Shipments shall be F.O.B. Ship Point, with freight charges added to the invoice. Title and risk of loss of material shall not pass to SDMFA or participating Members until SDMFA/Member receives and inspects/accepts the material at delivery point, unless otherwise provided in the contract.

Shipment under reservation: Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.

Shipping charges: Prices that include shipping to any location in Utah, delivered to the specific receiving point identified in the purchase order, are preferred. If shipping is charged, it shall be prepaid and the actual cost added to the invoice. Shipping charges as a percentage of purchase price may be offered, if offeror agrees that SDMFA/Member will not be charged more than the actual invoiced amount for shipping. If contractor requires SDMFA/Member to pay for shipping, weight of the empty container and any material used for packing shall be of the lightest weight practical for safe delivery of the contents.

Shipping errors/risk of transportation: Shipping errors will be at contractor's expense. If contractor ships a product that was not ordered, contractor shall pay for return shipment at the convenience of Member. All risk of transportation and all related charges shall be contractor's responsibility. Contractor shall file all claims for visible or concealed damage. South Davis Metro Fire Agency or Member will notify contractor promptly of any damaged goods and shall assist contractor in arranging for inspection.

SPECIFICATIONS

Compliance with specifications: The fact that a manufacturer, supplier or offeror chooses not to produce or supply equipment, supplies or services to meet the specifications will not be considered sufficient cause to adjudge the specifications as restrictive. Offerors shall offer equipment, supplies, and/or services they believe come closest to meeting specifications.

Deviations from specifications: Offeror shall provide an explanation for each deviation to the specifications. Failure to detail deviations may result in rejection of the proposal.

Purpose of specifications: Specifications are designed to enable offeror to satisfy a requirement for a product, material, process, or service. A specification may be expressed as a standard, part of a standard, or independent of a standard. No specification is intended to limit competition by eliminating items capable of satisfactorily meeting the requirements of the procurement. If offeror believes a specification is unnecessarily restrictive, offeror must indicate such in its proposal.

Use of brand names: Brand names, trade names, model numbers, and/or catalog numbers are used to indicate the character, quality, and/or performance characteristics of the materials desired. Use of the name of a manufacturer, brand, make or catalog number does not restrict offeror from offering suitable alternates. However, South Davis Metro Fire Agency reserves the right to decide whether alternatives to the identified manufacturer and brand are equal to the materials, equipment described in the solicitation. South Davis Metro Fire Agency will be the sole judge on the question of equal quality, and South Davis Metro Fire Agency's decision shall be final.

SUBCONTRACTORS

Awarding subcontracts: Offeror agrees that any subcontract competitively solicited by contractor will not be awarded solely upon membership or non-Membership in a union or professional association.

Entering subcontracts: Contractor shall not enter into any subcontract subject to this solicitation without prior approval from South Davis Metro Fire Agency. Any such subcontract shall incorporate by reference the terms and conditions of the South Davis Metro Fire Agency contract.

Prime contractor: Contractor will be considered a prime contractor and not a subcontractor. Neither South Davis Metro Fire Agency nor the Member will establish a contractual relationship with subcontractors.

SUSPENSION OR DEBARMENT STATUS

Offeror shall include a letter in its proposal notifying South Davis Metro Fire Agency of any debarment, suspension or other lawful action taken by any federal, state or local government within the last five years that precludes offeror or its employees from participating in any public procurement activity. Such letter shall provide name and address of the public procurement unit, effective date, duration, and relevant circumstances of the suspension or debarment. Failure to supply such letter or not disclose all pertinent information shall result in cancellation of any contract.

TAXES

Federal excise tax: SDMFA and most participating Members are exempt from paying Federal Excise Tax.

Indian reservation or tribal tax: If goods or services are subject to Indian reservation or tribal tax, Contractor shall include such taxes as a separate item on the original invoice to the Member.

Payment of taxes: Member is responsible for payment for all taxes listed on the invoice. Contractor is responsible for collecting such taxes and shall forward all taxes to the proper revenue office.

Pre-tax prices: Prices shall not include applicable state and local taxes. All applicable taxes must be listed as a separate item on all invoices and will be paid by Member issuing the purchase order.

Transaction Privilege Tax (Sales Tax): Most Members are taxable. The tax status of the ordering Member determines if and when transaction privilege taxes are to be applied. Contractor is responsible for charging taxes correctly.

TERM OF CONTRACT AND EXTENSION

Contract period: It is South Davis Metro Fire Agency's intent to award a multi-term contract for the specified materials, equipment and services. The initial contract term shall be for three (3) calendar years from the date of contract award. By mutual written agreement between South Davis Metro Fire Agency and contractor, the contract may be extended for up to three consecutive additional 12-month periods, beginning immediately after expiration of the prior term. However, no contract extension exists unless and until contractor is so notified by South Davis Metro Fire Agency.

Month-to-month extensions: South Davis Metro Fire Agency reserves the right to offer month-to-month extensions if that is determined to be in the best interests of Members.

Renewal of contract: Conditions for renewal of the contract shall include, but are not limited to: contract usage, satisfactory performance of services during the preceding contract term, ability to continue to provide satisfactory services, continued adherence to the contract requirements, and continued competitive prices for the materials and services provided under the contract.

WARRANTY/QUALITY GUARANTEE

Fitness: Contractor warrants that any equipment or material supplied to South Davis Metro Fire Agency or its Members shall fully conform to all requirements of the contract and all representations of contractor, and shall be fit for all purposes and uses required by the contract.

Inspection: The warranties set forth in this section shall not be affected by inspection or testing of, or payment for the equipment or materials to South Davis Metro Fire Agency by participating Members.

Quality: Unless otherwise modified elsewhere in this solicitation, contractor warrants that for one (1) year after acceptance of the equipment or materials by Member, they shall be:

1. Of a quality to pass without objection in the industry or trade normally associated with them;
2. Fit for the intended purpose(s) for which they are used;
3. Of even kind, quantity and quality within each unit and among all units, within the variations permitted by the contract;
4. Adequately contained, packaged and marked as the contract may require; and
5. Conform to the written promises or affirmations of fact made by contractor.

Warranty requirements: Contractor warrants that all equipment, materials, and service delivered under this contract shall conform to the specifications. Unless stated otherwise, all equipment must carry a minimum 12-month manufacturer's warranty that includes parts and labor. Contractor agrees to help Member reach resolution in a dispute with the manufacturer over warranty terms. Any extended manufacturer's warranty will be passed on to Member without exception. South Davis Metro Fire Agency

reserves the right to cancel the contract if contractor charges Member for a replacement part contractor received at no cost under a warranty.

General Terms & Conditions Acceptance Form

Place after Tab 3

Signature on page two certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

- ☐ We take no exceptions/deviations to the general terms and conditions
(*Note: If none are listed below, it is understood that no exceptions/deviations are taken.*)
- ☐ We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Provide details on your exceptions/deviations below:

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. South Davis Metro Fire Agency shall be the sole judge on the acceptance of exceptions/deviations and South Davis Metro Fire Agency's decision shall be final)

Fire Turnouts and Fire Related Equipment

Place after Tab 5

South Davis Metro Fire Agency desires to contract with a qualified and experienced vendor or vendors to provide quality Fire Turnouts, and Fire Related Equipment. Services are sought for South Davis Metro Fire Agency's statewide Membership.

Offerors should respond to as many areas in the scope of work as possible. If a vendor doesn't provide a particular product line, please "no bid" that item. South Davis Metro Fire Agency will consider all offers; however, vendors with the ability to supply more than one product line are preferred.

The scope of work and minimum specifications define the quality and characteristics of the desired materials and application. Specifications are not intended to be exclusive or restrictive. Offerors may offer alternate solutions, including alternate manufacturers, which meet the quality and performance characteristics in the specifications. South Davis Metro Fire Agency shall review such offers and be the final judge on the acceptance of any alternate solutions.

This is a new contract for South Davis Metro Fire Agency. We anticipate that contract volume from this solicitation will be significant in the first year, and increase in volume in subsequent years. Products and services are anticipated for South Davis Metro Fire Agency and for a diverse nationwide NPP membership. This information is provided as an aid to vendors in preparing offers only. The successful offerer(s)' discount and pricing schedule shall apply regardless of the volume of business under the contract.

References used in this solicitation:

- National Fire Protection Association (NFPA): www.nfpa.com
- Underwriter Laboratories (UL): www.ul.com
- United States Department of Transportation (USDOT): www.dot.gov
- Center for Disease Control and Prevention; National Institute for Occupational Safety and Health (NIOSH): www.cdc.gov/niosh
- International Organization for Standardization (ISO): www.iso.org

1.0 Special Terms and Conditions

The following special terms and conditions are in addition to the applicable General Terms and Conditions. Please review them and complete the *Special Terms and Conditions and Scope of Work and Specifications Acceptance Form*.

- 1.1 All offerors may download and complete the 11H Fire Turnout and Fire Related Equipment Workbook titled "**Fire Equipment Pricing.xls**" and provide a CD or similar electronic media device (DVD, USB thumb drive, etc.) with the completed spreadsheet in your response. Alternatively, offerors may elect to provide a similar document in their own format or may elect to provide an online version providing similar information. Failure to provide and complete the "Fire Turnout and Fire Related Equipment Workbook" or a similar alternative may render the proposal non-responsive. **Place after Tab 6.**
- 1.2 If awarded a contract, all future pricing updates shall be based on the electronic workbook, or similar approved format.
- 1.3 Pricing shall meet all requirements contained on the Discount and Price Schedule (pages 46 – 48.) Follow all pricing instructions. Failure to provide pricing meeting those requirements may render your proposal non-responsive.
- 1.4 All materials and fabrics used in the manufacture of fire turnouts and accessories being proposed shall be first quality. **Provide certification or documentation of such quality after Tab 8.**
- 1.5 All materials and fabrics used in the manufacture of fire turnouts and accessories must meet current applicable industry standards for flammability and fire retardant. **Provide certification or documentation of meeting such standards after Tab 8.**
- 1.6 Delivery of custom and/or special orders is requested within 60 days.
- 1.7 For fire (firefighter) turnouts, breathing apparatus, firefighting foam, and/or fire hose, contract vendor and/or manufacturer must be able to demonstrate knowledge, compliance with industry

standards and experience. Such experience may be in the form of the contract vendor, or the manufacturer of the products offered are ISO-9001 certified, and/or NFPA member. Other industry known/accepted certifications and memberships may be provided. Contract vendor and manufacturers who hold these certificates/memberships are preferred, but not required. **Provide information after Tab 8. (See additional information 3.12)**

- 1.8 Offerors that have been in business, manufacturing and designing fire (firefighter) turnouts and other firefighter apparel for at least five (5) years are preferred.
- 1.9 The minimum length of warranty required under this contract for fire (firefighter) turnouts shall be 5 years.
- 1.10 Related software products, such as fire hose inventory management, are requested. As such, references to "title" passing in the general terms and conditions are interpreted as "right to use" or similar.
- 1.11 Members shall not be required to provide prepayments or deposits on orders under an awarded contract.
- 1.12 Leasing services, used, or remanufactured products are not requested.

2.0 Scope of work and specifications

Offerors will respond to each numbered specification by checking the appropriate "Comply" or "Deviate" box. "No Bid" items shall be marked as such in the appropriate "Deviate" box. **Details for deviations shall be listed by specification number on the *Special Terms and Conditions and Scope of Work and Specifications Acceptance Form*.

Requirement		Comply	Deviate**
2.1 Fire (Firefighter) Turnouts			
2.1.01	Contract vendor shall be capable of supplying as few as one or as many fire turnouts as a full recruit class or departmental staff within the stated delivery period.		
2.1.02	All fire turnouts and accessories being proposed shall be available in a variety of patterns, closure and/or fly options, styles and colors. Please include a sample catalog (paper or electronic) after Tab 9.		
2.1.03	All items included in the manufacturing of fire turnouts shall meet all current NFPA requirements (as applicable.) Turnouts shall include NFPA certification stamp/label, and garment labeling and identification.		
2.1.04	Contract vendor shall supply to Member, if requested, for sizing purposes: sample fire turnouts, sizing charts, and/or other fitting services to ensure proper sizing of turnouts for fire personnel. Contract vendor shall arrange the return shipping or pick up of any supplied sample fire turnouts provided.		
2.1.05	Fire turnout coats and trousers, shall include, but not be limited to, the following components: outer shell, moisture barrier, thermal liner, retro-reflective trim, storm flaps, collar and throat strap, collar hanger loop, pleated back, back yoke, pockets, shoulder caps, cuffs, hook and loop fastening.		
2.1.06	It is preferred the moisture barrier/thermal liner be able to completely detachable from the outer shell for ease of cleaning.		
2.1.07	Fire turnout coats and trousers shall be available in a variety of chest sizes, coat lengths, waist sizes, and inseam measurements.		
2.1.08	Fire turnout trousers shall include a traditional design with a short rise. Design shall be compatible with the outer shell so that the liner does not buckle, pull, or otherwise restrict body motion. The fly flap closure shall provide thermal and moisture protection. Trousers options shall include, but not be limited to, the following: suspender buttons, bellows pockets, flaps and other closures, take-up straps, knee pads, cuffs, suspender system, and reflective trim.		

Requirement		Comply	Deviate**
2.1.09	All stitching shall meet all current applicable NFPA requirements. All thread shall be Nomex or equal for fire and heat retardant. No raw edges shall exist on any fabric.		
2.1.10	Fire turnouts outer shell stress points, such as upper and lower pocket corners, pocket flap corners, top and bottom of fly flap, as well as the upper and lower corners of the storm panel, shall be properly reinforced.		
2.1.11	All front closures shall provide continuous thermal and moisture protection when closed.		
2.1.12	Special pockets and holders may include, but not be limited to the application of following equipment: radios, microphones, gloves, flashlights, SCBA facepieces, etc.		
2.1.13	Fire turnout coats shall be fitted so that access to pockets shall not be compromised when breathing apparatus is in place.		
2.1.14	Fire turnouts shall be constructed so that when completely assembled, there shall be no direct metal contact from the exterior of the outer shell through the thermal liner to the wearer's body, except at the waist band of the trousers. This shall apply to the use of all rivets, snaps, hooks, d-rings, zippers, or any other metal used to assemble the coat or trousers.		
2.1.15	Removable accountability panels may be offered. Contract vendor may provide individual identification printed on each panel as supplied by the Member. Accountability panel shall be provided with secure attachments. Accountability panels shall be interchangeable between garments. Accountability panels shall not lose their attachment abilities after continuous washings.		
2.1.16	Member shall be supplied with all specifications and/or information that shall include at a minimum: all materials used in the manufacture of the garments, included options/alterations, life expectancy, warranty information, user guide information, and maintenance and care. This information shall be provided to the Member for review and acceptance. Contract vendor shall receive Member's approval prior to processing order.		
2.1.17	Contract vendor shall offer to provide to Member, or upon Member request, all copies of testing for material(s) used in the manufacturing of the garment(s). Testing shall include, but not be limited to: Thermal Protective Performance (TPP), Total Heat Loss (THL), and Conductive and Compressive Heat Resistance (CCHR). Testing shall indicate compliance with NFPA minimum performance values.		
2.1.18	At least one kaumograph of the material manufacturer shall be stamped on the inside material of each garment.		
2.1.19	Fire turnouts may be offered with departmental identification such as lettering, Member supplied logos, graphics, or other designs as requested. All options must meet or exceed current NFPA standards. Pricing for these optional services shall be placed after Tab 6.		
2.1.20	All merchandise, (i.e. fire protective coats and trousers,) shall be inspected before acceptance by an authorized Member representative for workmanship, appearance, proper function of all components, and conformance to these or Member requested specifications. Should deficiencies be found, it shall be the responsibility of the contract vendor to pack and return the unit(s) in question, make necessary corrections or replacements, and return the unit(s) to Member for re-inspection and acceptance.		
2.1.21	Services for fire turnouts, such as repair, tailoring, inspection or testing, cleaning must be offered. Pricing for these services shall be included in Tab 6. All such services must be in accordance with NFPA 1851 and conducted by a verified facility.		
2.2	Breathing Apparatus		

Requirement	Comply	Deviate**
2.2.01 Breathing apparatus shall include open-circuit self-contained (SCBA) and/or closed-circuit SCBA systems.		
2.2.02 The SCBA shall be certified by the National Institute for Occupational Safety and Health (NIOSH) under the current Title 42, part 84 of the Code of Regulations for 30-, 45-, or 60-minute rated service life and for storage.		
2.2.03 The SCBA shall be compliant with all current performance requirements of the NFPA.		
2.2.04 All electronic components shall be certified as intrinsically safe per Underwriters Laboratories (UL) 913.		
2.2.05 Facepiece shall be constructed to withstand a 30-foot drop onto concrete without sustaining breakage. Facepiece options may include Heads-Up Display (HUD).		
2.2.06 Facepiece shall be constructed to: fit various facial shapes and sizes; contain a replaceable, non-shatter-type, polycarbonate (or equal) to provide a satisfactory field of vision; allow air to enter the facepiece in a manner that shall reduce the possibility of moisture accumulation on the lens; employ an adjustable strap headband assembly; contain an easily removable exhalation module; removable speaking diaphragm; have field-replaceable components throughout; removable noseclip; and a removable adapter onto which the second stage regulator attaches.		
2.2.07 Regulator system, intermediate pressure hose, and the Rapid Intervention Crew/Company Universal Air Connection (RIC UAC) shall be designed to operate in two independent stages: first stage shall be mounted directly on the cylinder valve; second stage shall be designed to provide positive pressure during an NFPA breathing machine test at a minimum of 70-psi inlet pressure. Regulator system shall be constructed to contain a pressure-reducing valve to reduce pressure from the cylinder; contain an over-pressurization relief valve; provide uniform flow performance throughout the full cylinder pressure range; include a metal inlet filter to retain particles of 30 microns or greater; and incorporate a RIC UAC.		
2.2.08 Cylinders shall pass all United States Department of Transportation (USDOT) testing requirements for cylinder volume, weight, construction materials, and maximum pressures.		
2.2.09 SCBA shall include primary audible alarms, and secondary (redundant) alarms.		
2.2.10 Cylinder valve shall include gauges, handwheel with safety locking collar device, and conform to the Compressed Gas Association (CGA) standard for thread connection for low and high pressure.		
2.2.11 Harness and backpack shall be constructed that no special tools are required to replace any replaceable components, be readily adjustable for various wearer sizes, and be constructed of materials that are resistant to high temperatures.		
2.2.12 Cylinder recharging stations may be offered. Pricing for these services shall be included in Tab 6.		
2.2.13 Member shall be provided with all required federal/state/local testing certificates, instructional/user guides, maintenance and care manuals for SCBA, as well as replacement parts break-outs, part numbers, and ordering information for replacement parts, if required by ordering party.		
2.2.14 Cylinder testing services may be provided. Member shall receive all testing certificates (pass or fail.) Pricing for these services shall be included in Tab 6.		
2.3 Firefighting and Firefighter Equipment		

Requirement	Comply	Deviate**
2.3.01 Firefighting and firefighter equipment may include, but not be limited to: thermal imaging cameras, axe holders, boots, clothing and accessories, eye protection/goggles, floor, smoke, and/or room fans, generators, flashlights, fire helmets and decals, gear bags, gloves, tool pouches, and wildland fire gear, etc.		
2.3.02 Firefighting and firefighter attack tools may include, but not be limited to: axes, Halligan bars, chain and/or rescue saws, shovels, forcible entry tools, rescue tools, etc.		
2.3.03 Extraction tools and supplies may include, but not be limited to (hydraulic, manual or electric): cribbing, cutters, blankets, spreaders, combo tools, rams, rapid stabilization struts, etc. Gas or electric powered equipment may be offered.		
2.3.04 Rescue equipment may include, but not be limited to: hardware, rescue straps, Rapid Intervention Team (RIT): rope; escape; and other supplies, life safety, personal escape, rope bags, utility items, etc.		
2.3.05 Ladders and ladder safety accessories may be offered or requested.		
2.3.06 Firefighter bailout systems may be offered or requested.		
2.3.07 Firefighter escape belts, ropes, harnesses, buckles, repelling equipment, and other escape equipment may be offered or requested.		
2.3.08 Firefighting and firefighter training may include, but not be limited to: books and video, CPR Manikins, on-site instructional classes, remote/web based instructional classes. On-site training requiring travel charges must be identified and quoted prior to Member acceptance or commitment to training class. All travel, lodging, and per diem charges shall be included in pricing after Tab 6 . Application of any travel charges shall be included in Supplementary Information Question 3.8 in Tab 8 .		
2.3.09 Hazardous Material (HAZ-MAT) equipment may include, but not be limited to: air bags, covert HAZ-MAT back packs, emergency equipment staging areas, staging kits, team kits, etc.		
2.3.10 Fire (firefighter) turnout care and maintenance service to comply with all requirements subject to NFPA 1851.		
2.3.11 Handheld, portable, or wheeled (cart mounted) fire extinguishers may be offered. Fire extinguishers may include, but not be limited to: Class A, B, C, D, K, or a combination of classes; stored pressure or cartridge-type; household, industrial, and/or automotive applications.		
2.4 Firefighting Foam		
2.4.01 It is preferred firefighting foam be offered in expansion rates as follows: Low Expansion: between 2 to 1 and 20 to 1. Medium Expansion: between 20 to 1 and 200 to 1. High Expansion: above 200 to 1.		
2.4.02 Complete firefighting foam systems (mobile units) for firefighting professionals are requested. Stationary foam systems for building, hanger, or other structure applications are not requested.		
2.4.03 Foam expansion rates shall be clearly identified on all containers. Information shall also include dilution rate, mixing rate, or proportioning rate, type of foam solution, foam application, hazardous material information, and disposal information.		
2.4.04 Foam shall be Class A or Class B. Foam class shall be clearly identified on all containers.		
2.4.05 Foam shall be available in either synthetic or protein agents. Non-animal protein foams are preferred. Synthetic foams may include, but not be limited to: Fluoroprotein (FP); Film Forming Fluoroprotein (FFFP); Aqueous Film Forming Foam (AFFF); Alcohol resistant Aqueous Film Forming (AR-AFFF); Alcohol Resistant Film Forming Fluoroprotein (AR-FFFP); and Synthetic Detergent.		

Requirement	Comply	Deviate**
2.4.06 Firefighting foam equipment may include, but not be limited to: foam solution test instruments, expansion nozzles, eductors, manual and automatic monitors, mobile foam carts, proportioning foam trailers, foam proportioners, foam stations, floating roof foam makers, foam chamber/maker, high expansion generators, etc.		
2.4.07 Training for applications of foam/foam systems may be offered. Firefighter foam training may include, but not be limited to: books and video, sample foam demonstration kits, on-site instructional classes, remote/web based instructional classes. On-site training requiring travel charges must be identified and quoted prior to Member acceptance or commitment to training class. All travel, lodging, and per diem charges shall be included in pricing after Tab 6 . Application of any travel charges shall be included in Supplementary Information Question 3.8 in Tab 8 .		
2.4.08 Firefighting foam shall be provided in approved containers and packaged to eliminate or minimize damages resulting from shipping. Approved containers shall comply with current UL, and/or NFPA requirements for shipping and storage.		
2.5 Firefighting (Municipal) Hoses		
2.5.01 All firefighting hoses shall be NFPA compliant for service pressure test, proof/acceptance test pressure, burst pressure, and operating/working pressure. Certificates of testing shall be provided to Member upon request.		
2.5.02 Firefighting hoses shall be warranted from manufacturer defects for ten (10) years.		
2.5.03 Firefighting hose applications/types include, but are not limited to: attack, supply line, soft suction, high rise, compressed air foam system (C.A.F.S.), forestry service, potable water, etc.		
2.5.04 Contract vendor may provide firefighting hose accessories to include, but are not limited to: couplings, piston intake valves, nozzles, wyes, etc.		
2.5.05 Contract vendor shall provide Member all instruction manuals, maintenance manuals, user guide information, etc. for all firefighting hose products in Member order.		
2.6 Firefighter and Departmental Personal Apparel, Badges, Accessories, and Other Fire Department Related Items.		
2.6.1 Personal, firefighter, and departmental, apparel and accessories may include, but not be limited to: hats, T-shirts and shirts, pins, name bars, collar pins, ties, and other lapel accessories.		
Personal, firefighter, and departmental accessories may include, but not be limited to: stationary items, calendars, business cards, watches, mugs and glassware, awareness magnets and pins, educational giveaways, school or classroom awareness and educational items, and other fire department promotional material.		
Personalized firefighter/departmental apparel and accessories may be offered. Custom printing of fire department logos and insignia on products are requested. All pricing for custom work shall be placed in Tab 6 .		
Firefighter literature may include, but not be limited to: books, magazines, periodicals, and electronic format (e-books.)		
Firefighter badges are requested. Custom or special badges with Member provided designs are requested. Contract vendor shall be capable of supplying as few as one or as many as a full recruit class or departmental staff within the stated delivery period.		

3.0 ADDITIONAL PRODUCTS SERVICES OFFERED

Offeror may propose other PPE-related products and services not listed herein. However, all offers for other PPE shall include all information required for the as-specified products within this solicitation to include but not limited to product specifications, prices, delivery and warranty. Additional products and services shall be identified, with related specifications in the following table (add rows and/or pages, as required):

Requirement		Comply	Deviate**
3.1			
3.2			

****Deviations must be listed on the *Special Terms & Conditions and Scope of Work and Specifications Acceptance Form*. List the specification number for each deviation.**

Fire Turnouts and Fire Related Equipment (cont.)

Place after Tab 5

Special Terms and Conditions and Scope of Work and Specifications Acceptance Form

Signature on page two certifies complete acceptance of the Special Terms and Conditions and Scope of Work and Specifications in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Special Terms and Conditions and Scope of Work and Specifications:

- ☐ We take no exceptions/deviations to the special terms and conditions and scope of work and specifications.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

- ☐ We take the following exceptions/deviations to the special terms and conditions and scope of work and specifications. Provide details on your exceptions/deviations below:

(Note: Unacceptable exceptions/deviations shall remove your proposal from consideration for award. South Davis Metro Fire Agency shall be the sole judge on the acceptance of exceptions and South Davis Metro Fire Agency's decision shall be final.)

Fire Turnouts and Fire Related Equipment (cont.)

Place after Tab 8

3.0 Supplementary Information

- 3.1 PPI (Past Performance Indicators) is relevant information regarding your actions under previously awarded contracts to local, state, or federal agencies. It includes your record of conforming to specifications and to standards of good workmanship; your record of containing and forecasting costs on any previously performed cost reimbursable contract schedules, including the administrative aspects of performance; your history for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, your businesslike concern for the interests of the customer. This PPI information will be a factor in the evaluation, and in the score given to your proposal by the evaluation committee.

Provide a list of five (5) different Utah public agencies where products and services have been sold in the past five (3) years, for specific goods/services related to this solicitation. Provide the name of the public agency, contract sales amount, year of the project, contact name, telephone number and description of the project.

If you cannot provide five (5) Utah references, please explain why and provide other public agency references.

Number	Name of Public Agency	Contract Sales Amount	Year of the Project	Contact Name	Phone Number
1					
	Description of Project #1				
2					
	Description of Project #2				
3					
	Description of Project #3				
4					
	Description of Project #4				
5					
	Description of Project #5				

Fire Turnouts and Fire Related Equipment (cont.)

Place after Tab 8

3.0 Supplementary Information (cont.)

3.2 Indicate if your offer is regional or statewide: State Regional _____ Nationwide

If regional, indicate the regions you will service.

Although many Utah businesses are able to serve any part of the state, most businesses concentrate on just one or two geographic areas. If you are awarded a contract with South Davis Metro Fire Agency, which area(s) of the state will your sales force target?

Fire Turnouts and Fire Related Equipment (cont.)

Place after Tab 8

3.0 Supplementary Information (cont.)

3.3 Describe how you intend to market an awarded contract. Give examples of a specific marketing plan.

Fire Turnouts and Fire Related Equipment (cont.)

Place after Tab 8

3.0 Supplementary Information (cont.)

- 3.4 Will Members be required to sign any additional agreements (sales, maintenance, etc.)?
☐ Yes ☐ No

If yes, review/revise your agreement(s) for any terms that conflict with the South Davis Metro Fire Agency terms and conditions. In addition, review for the following common issues:

Acceptable agreements **shall** include:

- Non-appropriations clause;
- Contract or agreement must be governed by the laws of the State of Utah;
- Net payment is thirty (30) days.

Agreements **shall not** include:

- Waiver of right for a jury trial;
- Requirement of upfront payment by Member when purchase order is placed;
- Entire agreement language;
- Auto-renewal language.

Attach your reviewed/revised agreement(s). **Unacceptable agreement(s) may render your proposal non-responsive.** Do not assume a Best and Final Offer will be issued to resolve conflicts within your agreement(s).

Fire Turnouts and Fire Related Equipment (cont.)

Place after Tab 8

3.0 Supplementary Information (cont.)

- ☐ Our pricing methodology is percentage off published MSRP.
- ☐ Our pricing methodology is percentage off published catalog.
- ☐ Our pricing methodology is fixed pricing.
- ☐ Our pricing methodology is a combination of percentage off published MSRP, catalog, and/or fixed-pricing.

Provide a description as to how your pricing will be managed under an awarded contract. If you are using fixed pricing, outline any contingencies for economic adjustments. (See **Basis for Pricing** in the general terms and conditions.)

Fire Turnouts and Fire Related Equipment (cont.)

Place after Tab 8

3.0 Supplementary Information (cont.)

- 3.8 If mobilization and/or travel charges are applicable, describe how they are calculated, and when they are necessary, (e.g., 50 miles from origin, etc.). Include information regarding what the mobilization and travel rates cover.

Fire Turnouts and Fire Related Equipment (cont.)

Place after Tab 8

3.0 Supplementary Information (cont.)

- 3.9 It is required that all materials and fabrics used in the manufacture of fire turnouts and other firefighter apparel being proposed shall be first quality, as specified in Special Term and Condition 1.4. ***Provide certification, quality control procedures, warranty information, and/or other supporting documentation of such quality after this page.***

Fire Turnouts and Fire Related Equipment (cont.)

Place after Tab 8

3.0 Supplementary Information (cont.)

- 3.10 All materials and fabrics used in the manufacture of fire turnouts and other firefighter apparel must meet applicable industry standards for flammability and fire retardant, as specified in Special Term and Condition 1.5. ***Provide certification or documentation of meeting such standards after this page.***

Fire Turnouts and Fire Related Equipment (cont.)	
1	Fire Turnouts
2	Fire Related Equipment
3	Fire Related Equipment
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100	Fire Related Equipment

Place after Tab 8

3.0 Supplementary Information (cont.)

- 3.11 It is anticipated Members may order products that are custom made to order, such as garments, badges, or other items that are personalized with fire department logos, or other graphics, under an awarded contract.

- Provide a detailed explanation of your custom and/or special order process.
- Provide a timeline of your process that includes an anticipated delivery date from original date of order for regular and custom and/or special orders.
- State if there are any Member requirements, such as providing graphics or logos in a specified format, for processing of custom or special orders. **Prepayments or deposits on custom or special orders shall not be allowed in an awarded contract.**

NOTE: Custom or special order pricing for all products or services shall be included in Tab 6.

This image shows a single sheet of white paper with horizontal blue ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Fire Turnouts and Fire Related Equipment (cont.)

Place after Tab 8

3.0 Supplementary Information (cont.)

- 3.12 For fire (firefighter) turnouts, breathing apparatus, firefighting foam, and/or fire hose, contract vendor and/or manufacturer must be able to demonstrate knowledge, compliance with industry standards and experience, as specified in Special Term and Condition 1.7. Such experience may be in the form of the contract vendor, or the manufacturer of the products offered are ISO-9001 certified, and/or NFPA member. Other industry known/accepted certifications and memberships may be provided. Contract vendor and manufacturers who hold industry known/accepted certificates/memberships are preferred, but not required. For firefighter turnouts, breathing apparatus, firefighting foam, and/or fire hose products:

- Include any sales staff resumes, certificates, or training that demonstrate experience or knowledge.
- Indicate if any of the products you are offering received any awards or nominations for excellence.
- Indicate if the products offered in the proposal meet applicable industry standards. Provide certificates or documentation to support the standards met.
- Provide certificates of ISO 9001, NFPA, or other industry recognized memberships or affiliates for your firm, or the manufacturer's lines offered.

Provide additional pages if necessary. Information may be provided in an electronic media. Provide electronic media after this page. **URL's, websites, hyperlinks, etc. are not acceptable forms of information.**

Fire Turnouts and Fire Related Equipment (cont.)

Place after Tab 6

Comment [CG1]:

Discount and Price Workbook Instructions

1. All offerors must complete the summary worksheet of the Fire Turnout and Fire Related Equipment Discount and Price workbook titled "Fire Equipment Pricing.xls" or provide a similar substitute. This form is attached to this solicitation.
2. In addition to the workbook with the completed summary worksheet, offeror should fill out the other worksheets (manufacturers price list, catalog price list) **OR** provide additional price and discount schedule(s), as detailed in Number Three below.
3. In addition to the Excel workbook detailed in Number One above, offeror may provide their own additional price and discount schedule(s) (e.g. manufacturer's suggested retail price lists). However, all price schedule(s) shall follow the format, and provide the information detailed below.
4. Include electronic copies of the workbook on a CD or similar electronic media device (DVD, USB thumb drive, etc.). A paper copy of the summary worksheet must also be included with your proposal. Paper copies of the remainder of the workbook are not required, but may be included.
5. All pricing information shall be placed after Tab 6.
6. All Successful Proposers who respond to this solicitation sponsored by South Davis Metro Fire Agency will pay an administration fee equal to 1% of the actual sales of goods and or services sold through the program. This fee will be paid to National Purchasing Partners ("NPP") dba FireRescue GPO and Public Safety GPO and is outlined in the Vendor Administration Agreement. *No administration fee is charged on shipping, sales or use tax, bonds, travel, and/or M&IE.*
7. Percent of discount offers that are not based upon published price lists, or catalogs will be administered as fixed price contracts.
8. Net South Davis Metro Fire Agency pricing that is higher than the manufacturer's suggested retail price is not acceptable.
9. Cost plus a percentage of cost pricing is not acceptable.
10. Products and/or services listed as "call for quote" are not acceptable. All products and/or services provided with your proposal must contain a specific price, in order to be considered for inclusion under an awarded contract.
11. Include detailed shipping information on the discount summary tab. This information should indicate whether shipping/handling is included in the price, or whether it varies by the type or product/service.

Failure to complete the Fire Turnout and Equipment Discount and Price workbook/worksheet may render your proposal non-responsive.

Discount and Price Workbook Details

The Discount and Price workbook contains several worksheets, in addition to the summary worksheet. Instructions for those worksheets are detailed below.

Discount Summary Worksheet, Manufacturer/Brands

- Provide product/service price schedule(s), as detailed in the Discount and Price workbook instructions above.
- The net South Davis Metro Fire Agency price and NPP member price shall include NPP's 1% administration fee.
- The manufacturer/brand price schedule shall be included on a worksheet in the 11H Fire Turnout and Fire Related Equipment workbook, or on additional price and discount schedule(s) as detailed in steps 1-3 above.
- Vendor price schedule will include, at a minimum, manufacturer's name, price list date and number, publisher's list price, percent of discount offered or fixed price for each line item (in .doc, .pdf or .xls format). This discount is offered not only to South Davis Metro Fire Agency's Members, and South Davis Metro Fire Agency but also to the thousands of members of the National Purchasing Partners ("NPP") dba FireRescue GPO and Public Safety GPO.

Discount Summary Worksheet, Services

- Provide a price schedule, as detailed in the Discount and Price workbook instructions above for any services offered to South Davis Metro Fire Agency's Members (installation, repair, etc.) and members of the National Purchasing Partners ("NPP") dba FireRescue GPO and Public Safety GPO, which is not covered in the summary worksheet.
- The services price schedule shall be included on the appropriate worksheet in the 11H Fire Turnout and Fire Related Equipment workbook, or on your own additional price and discount schedule as detailed in steps 1-3 above.
- The preferred services price schedule will include, at a minimum, manufacturer's name, price list date and number, publisher's list price, percent of discount offered or fixed price for each line item. This discount is offered not only to South Davis Metro Fire Agency's Members, and South Davis Metro Fire Agency but also to the thousands of members of the National Purchasing Partners ("NPP") dba FireRescue GPO and Public Safety GPO.
- The services pricing shall be included on the Discount Summary worksheet in the Fire Turnout and Fire Related Equipment workbook.
- Provide a description of the type of service offered. Add lines as necessary to describe all services being offered in your proposal.
- The net preferred services price to the South Davis Metro Fire Agency and NPP members shall include the administration fee equal to 1% of the actual sales of services sold through the program. This fee will be paid to National Purchasing Partners ("NPP") dba FireRescue GPO and Public Safety GPO and is outlined in the Vendor Administration Agreement.
-

Manufacturers, and Catalog Price List Worksheets:

- Provide a price schedule, as detailed in the discount and price workbook instructions on the previous page, for individual products offered. Add additional worksheets as necessary.
- The net pricing to the South Davis Metro Fire Agency and NPP members shall include the administration fee equal to 1% of the actual sales of goods and or services sold through the program. This fee will be paid in order to National Purchasing Partners ("NPP") dba FireRescue GPO and Public Safety GPO and is outlined in the Vendor Administration Agreement.

Appendix A: Offeror Qualifications

Place responses after Tab 4

Offeror shall respond to each item below. The information will be used to assist South Davis Metro Fire Agency in evaluating the proposal. Do not use "boilerplate" answers for the questions. Respond to each item by specifically addressing the South Davis Metro Fire Agency request. Failure to complete all questions may result in your proposal being considered nonresponsive.

- 1) Write a *brief* history of your company that includes length of time in business and your firm's philosophy of doing business. If offeror has recently purchased an established business or has proof of prior success in this business or a closely related business, please provide written verification.
- 2) Provide the address for your company's headquarters. Provide addresses for any branch offices that may provide goods and/or services under any resulting contract with South Davis Metro Fire Agency or any participating members. Indicate how long your company has provided the services/products you are proposing. Provide names, titles, qualifications and experiences of the key people who will support this contract.
- 3) Provide a current certificate of insurance listing coverage for comprehensive and general liability, vehicle liability, and property damage, as specified on page 11. *A sample certificate may be provided. However, before any orders are processed, contractor must provide a certificate that names South Davis Metro Fire Agency as the certificate holder.*
- 4) Provide a letter from your financial institution indicating the range of credit available to your firm. (i.e., "credit in the low nine figures" or "credit line exceeding five figures.") Provide a letter from your financial institution and/or officers of major suppliers, indicating confidence in your firm's stability and payment history. *These letters will only be used to evaluate proposals and will not be made available to the public.*

Offerors may submit audited annual financial reports in lieu of letters from financial institutions. However, the annual financial reports must provide essentially the same information as requested from the letters. Offerors are encouraged to highlight the requested information in any audited annual financial report submitted in response to this solicitation. All financial information will be kept confidential.

- 5) Describe any limitations to your company's ability to sell to all South Davis Metro Fire Agency Member types including, but not limited to school districts, state, county and municipal government agencies, community college districts, other political subdivisions of the State of Utah, and non-profit educational and healthcare institutions. Also, describe any differences in product availability/pricing for different types of Members.
- 6) Indicate how you will ensure your sales staff does not sell products or services to Members that are not on contract or will not meet the public need. Is there "added value" received by the customer when purchasing through you rather than a competitor, or is your major benefit price alone?
- 7) Indicate if your firm would qualify as a minority owned business. To qualify for ownership as a minority owned business, at least 51% of the firm's ownership must be held by a person or persons of a particular group (i.e. Woman owned, Hispanic owned, Native American owned, etc). Proof of ownership is evidenced by the transaction privilege tax license or business privilege license for sole proprietorship; business privilege licensed **and** written partnership agreement for partnerships; or the Articles of Incorporation, Corporate By-laws **and** stock certificates for corporations. *NOTE: This information is used for reporting purposes only and is not a factor in evaluation.*
- 8) Include information regarding your authorization to submit a proposal for the specified equipment/services and that you can provide the equipment if awarded a contract. Indicate if you are a bona fide dealer for the equipment/services in the proposal or if you are a manufacturer of the equipment/services in the proposal.

Appendix B: Questionnaire for Offeror

Place after Tab 7

1. Provide Utah Sales Tax License Number: _____

Do you collect city, county and/or other local sales tax in Utah? Yes _____ No _____

If yes, please check one:

- ☐ Our combined state, city, county and/or other local sales tax rate is _____% (local rate).
☐ The sales tax rate varies by the location (i.e. ship-to-rate).

2. An ensuing contract with South Davis Metro Fire Agency is to offer a cooperative purchasing program "which can be accomplished more efficiently and economically as a multi-state operation."

Efficiency and economy can be established through reduced bidding effort for Members and vendors, management of a single contract, fewer price schedules to maintain, fewer contact persons, using South Davis Metro Fire Agency as an extension of Members' purchasing departments, etc. Additionally, it is South Davis Metro Fire Agency's assertion that a nationwide or region wide contract will result in economies of scale and lower prices than those received by bidding individual contracts, especially, but not limited to small Member agencies.

Will a contract based upon your proposal result in the efficiencies and economies described above?

Yes _____ No _____

If No, what efficiencies and economies would Members receive from a contract based on your proposal (attach additional pages as required)?

3. Address for purchase orders:

Attention of _____

Street Address _____ Mailing Address _____

City _____ State _____ ZIP _____

Fax _____

Email Address _____

4. Sales support by region (If you have representatives other than the Utah Representative listed above.)

Name	Region served	Phone

5. Contacts for South Davis Metro Fire Agency:

Main South Davis Metro Fire Agency representative _____
(*Shall be the main point of contact for Members. Shall be responsible for handling information requests from Members.*)

Title _____ Email address _____

Phone number _____ Fax _____

Name of contact for RFP/contract _____
(*Shall be the main point of contact for South Davis Metro Fire Agency procurement/contract specialists. Shall be responsible for handling information requests from the South Davis Metro Fire Agency specialists.*)

Title _____ Email address _____

Phone number _____ Fax _____

Audit Contact _____ Email address _____
(*Shall be the main point of contact for South Davis Metro Fire Agency accounting specialists. Shall be responsible for handling information requests from the South Davis Metro Fire Agency specialists.*)

Sales Report Contact _____ Email address _____
(*Shall be the main point of contact for the Sales Report.*)

Name of contact for Escalation _____
(*Shall be the main point of contact when an issue needs to be escalated above the main contact for the RFP/contract. **This contact shall be a different individual, than those named for the contacts listed above.***)

Title _____ Email address _____

Phone number _____ Fax _____

Payment remittance address _____

City _____ State _____ ZIP _____

Telephone (invoice questions) _____ FAX _____

6. Will you offer Members a quick pay discount if payment is made within 10 or 20 days?
Yes ____ No ____ If Yes, what is the discount for 10 days? ____ 20 days? ____
7. What is your general website (Internet) address? _____

Appendix C: Support and Maintenance Plans

Place after Tab 7

Provide the requested information for warranty and maintenance service offered by your firm, as applicable.

☐ **Yes**, the following is applicable to our offer. (If yes, please provide the information below.)

☐ **No**, the following is not applicable to our offer.

Do you provide warranty and maintenance for the items in the proposal? Yes [] No [] If no, how do Members obtain warranty and maintenance service?

Provide the name and address of the facility that will provide warranty and maintenance service, under an awarded contract. If there is more than one facility, provide the names and addresses for all facilities. Attach a list if necessary.

Provide a contact person and phone number for warranty and maintenance service. If there is more than one facility, provide the information for all facilities. Attach a list if necessary.

Do you provide technical help via phone? Yes [] No [] If yes, provide a phone number and contact.

How many technicians are located at each warranty/service facility that would serve a South Davis Metro Fire Agency contract?

What is the value of parts inventory normally on hand at each warranty/service facility that would serve a South Davis Metro Fire Agency contract?

Describe the steps a Member should take to activate a warranty, if any. _____

Do you offer extended warranty or maintenance service plans? Yes [] No [] If yes, provide a summary of the plans here and place any sample forms after Tab 8. _____

Include pricing for extended warranty or maintenance service plans in your discount and price schedule. (Tab 6.)

**Exhibit 1:
Vendor Administration Agreement**

, 2013



VENDOR CONTRACT NUMBER

NPP

VENDOR ADMINISTRATION AGREEMENT

Executive Summary

GPO NAME National Purchasing Partners Local Government GPO OFFICE LOCATIONS Corporate Office: Seattle Washington Field Office: Salt Lake City, Utah PRESIDENT Andrew Forrester andrew.forrester@MyNPP.com	VENDOR ADDRESS WEB ADDRESS CONTACT PERSON EMAIL/PHONE/FAX e p f
NPP CONTRACT IDENTIFICATION NPP	
EFFECTIVE DATES	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.
In General	This contract entered into between _____, (hereinafter referred to as "Vendor"), and National Purchasing Partners (hereinafter "NPP"), dba FireRescue GPO, and dba Public Safety GPO is based upon the sales and/or service of _____ (the "Services" and "Products") to the NPP Members ("Members").
Administration Contract Fee	1) Vendor agrees to pay NPP a one percent (1%) contract administration fee based upon the sales of Services and Products purchased from Vendor by the Members under this Agreement and not under any other agreement. The one percent (1%) fee will be exclusive of any other fee that may be due to other associations or buying groups to which Vendor belongs. 2) In return for this administration fee, NPP agrees to provide contract marketing of this agreement to NPP Members.
Volume Sales Reports	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.
Right to Review Books and Records	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.
Use of Data	5) Vendor hereby acknowledges and agrees to all restrictions identified in the Terms and Conditions with respect to the dissemination of all NPP and/or Member Organization information and data.
Permission to Market Vendor Products/Services and use Vendor Logo	6) Vendor hereby grants permission to NPP to market Vendor's products and/or services. 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.
Contract Term and Extension	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 a Request for Proposal or Request for Bid, unless otherwise terminated pursuant to the provisions of this Agreement. The term is automatically extended, for up to three consecutive one (1) year periods, if and only if the Master Price Agreement referenced herein is extended for the same period.
Entire Agreement	8) This Contract, 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.



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, LLC ("NPP"), a Washington limited liability company, and _____ ("Vendor").
 - a) NPP is a group purchasing organization ("GPO") which enters into arrangements for the purchase of products and services on behalf of the Member institutions 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 governmental Member institutions with a pool of resources from which to obtain products and services of optimum value at discounted prices while satisfying state and federal competitive and noncompetitive solicitation requirements; and
 - d) Vendor desires to provide products and services to the Member institutions pursuant to the terms of this Agreement and the Master Price Agreement referenced herein;
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 institutions.
 - 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 institutions 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* means 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 ultimately entered into by Vendor and a Participating Agency.
 - j) *Net Sales* means the gross sales for Products and Services to Participating Agencies directly related to this Agreement, less returns, taxes, credits and shipping costs.
3. **Reservation of Right.** NPP, acting in the best interest of all of the Participating Agencies, before finalization of this Agreement, 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 agreement (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 any referenced Master Price Agreements with respect to noncompetitive procurements;
 - b) Pursuant to the terms of any Master Price Agreement executed by Vendor and a Participating Agency that extends its terms to NPP Membership; or
 - c) 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.** Vendor shall make commercially reasonable efforts to market its Products to NPP Members through its own internal means. Vendor may also participate in informational marketing programs NPP provides to its Members. Current marketing programs offered by the NPP include:
- a) Member Product Training: Opportunity for vendors to provide Members product training.
 - b) NPP Booth Participation: Opportunity for vendors to present services at NPP's booth at conferences; provided that vendors agree to NPP's Terms of Booth Participation, as amended by NPP from time to time.
 - c) Vendor Training: NPP will train Vendor's sales force on Contract through webinars or in-person training seminars.
 - d) Other Marketing Opportunities: As offered from time to time.

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

6. **Marketing Materials - Use of Logo.** Vendor may reference NPP, dba FireRescue GPO, and dba Public Safety GPO, 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.
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 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 without written approval of such Participating Agency.
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.** If any tax is due with respect to the sale of any Product hereunder, it shall be Vendor's sole responsibility to collect and pay such tax. Vendor shall defend, indemnify and hold harmless NPP against any and all third party 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.** Vendor hereby acknowledges and agrees that all NPP and/or Participating Agency information and data generated or otherwise made available to Vendor as a result of NPP and Participating Agencies' participation under this Agreement ("Data"), may be used by Vendor 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 Vendor 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 Participating Agencies are typically 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. 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 comply with all Participating Institution policies and programs with respect to Minority Businesses as requested, and to provide, upon request by the Participating Agency, statistical or other information regarding Vendor's utilization of such Minority Businesses as vendors, Vendors, contractors or subcontractors.

Term and Termination

16. **Term.** This Vendor Administration Agreement shall be in effect for the duration of the Master 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.
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 material breach 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 the requisite insurance coverage specified in Paragraph 32 hereto; or,
 - c) 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
 - d) Vendor fails to pay any Contract Administration Fee or fails to submit any Contract Activity Report in accordance with this Agreement and such failure remains uncured for ten (10) days after written notice of such failure; or
 - e) Vendor does not cure any error in reporting or payment identified as a result of an audit as provided in Paragraph 27 hereto; or
 - f) 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.** Each party hereto reserves the right, in its sole and exclusive judgment, to terminate this Agreement immediately upon notice thereof to the other party if (a) the other party transfers assets in fraud of its creditors, (b) the other party makes an assignment for the benefit of its creditors, (c) the other party is the subject of any proceeding in bankruptcy instituted on behalf of or against Vendor, (d) a receiver or trustee is appointed for the other party's property, or (e) one party believes, in good faith, that the other party is financially unable to carry out adequately its obligations under this Agreement.
19. **Termination by Vendor.** 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. **Option to Terminate Existing Contracts with Vendor.** Any Participating Agency desiring to avail itself of the pricing, terms, and conditions described in this Agreement may, at its option and without penalty or acceleration of costs or fees, terminate any existing Master Price Agreement immediately but may or may not be obligated to the terms of an existing contract or other agreement or current

obligation with Vendor, whether held directly or by its parent, owner, division, affiliate, leasing organization, manager, or purchasing agent, previously obtained directly as a result of a competitive or noncompetitive solicitation process.

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) Neither party shall release nor disseminate to any third party any proprietary information acquired from the other party as a result of this Agreement.

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 1% of Net Sales. 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:

For checks sent via USPS regular mail the address is:

**National Purchasing Partners, LLC. B110402
P O Box 66911
St. Louis, MO 63166-6911**

For any overnight packages sent via Fed Ex or UPS, the physical address is:

**National Purchasing Partners, LLC. B110402
2301 S. Kingshighway
St. Louis, MO 63110
Attention: Lockbox**

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., 1/1/10 - 3/31/10). 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:

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. Vendor shall provide NPP with a description of Vendor's process for loading the NPP Member Institutions into its reporting systems and tracking and reporting Sales by the Member Institutions under this Agreement. The description should include:

Information concerning how Vendor:

- (a) adds Member Institutions; (b) enters pricing terms into its reporting systems and how Vendor makes such pricing terms available to Member Institutions; and (c) uses letters of commitment, if applicable;
- (b) The forms to be used by Vendor for the designation(s) described in clause (i) above; and
- (c) The names of the individual(s) responsible for this process and procedure for Vendor.

25. **Contract Administration Fee Surcharge.** Vendor shall pay a late payment penalty surcharge of one and one-half percent (1.5%) per month of the Fees for the applicable Reporting Period if the Contract Administration Fee and/or the Contract Activity Report with respect to a given Reporting Period have not been received by NPP within thirty (30) days after the close of such Reporting Period. The surcharge is calculated by multiplying the Contract Administration Fee for the Reporting Period for which the Contract Activity Report and/or the Contract Administration Fee have not been submitted by .015, and then multiplying the result of such calculation by a fraction, the numerator of which is total number of days that the Contract Activity Report and/or the Contract Administration Fee is delinquent, and the denominator of which is thirty (30).

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 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. Subject to confidentiality agreements, 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 and other communication to NPP in connection with this Agreement shall be in writing. Each such notice and other communication 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 transferred to end-users to the fullest extent allowable under applicable law and each Product will not be improperly stored, reprocessed or repackaged from its original state.
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 third party 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, reasonable 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 as agreed upon under 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 Member institutions' 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 with a bona fide need to know, 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). 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.** Any provision of this Agreement may be waived in writing at any time by the party entitled to the benefit of such provision. 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. **Arbitration.** Any dispute, claim, or controversy arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and the place of arbitration shall be Seattle, Washington. Each party shall bear its own costs and expenses including, without limitation, attorneys' fees. Each party shall bear an equal share of the arbitrators' and administrative fees of arbitration. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The provisions of this clause shall survive the expiration or other termination of this Agreement regardless of the cause of termination.
47. **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.

48. **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's 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.

49. **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.

- i) Vendor may use the entire NPP Membership List, with the exception of the FireRescue GPO Membership List, for generating in-house reports and reporting purposes only. NPP may telemarket, fax, email, and mail promotional materials on behalf of Vendor at NPP's discretion. In addition, and at NPP's discretion, NPP may provide Vendor with partial membership lists that may be used for marketing purposes if, and only if, the NPP member has "opted in" to marketing.

In those instances where Vendor has been granted to use all or a portion of the List for marketing purposes, Vendor must provide NPP with a copy of any marketing material to be emailed or mailed to NPP Members using the List prior to dissemination.

a) 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 section; 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.

b) NPP WILL IN NO EVENT BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO, DIRECT, 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 FOR 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, AS THEY RELATE TO THE USE OF THE LIST.

c) Vendor shall be held solely responsible for any and all damages arising from use of the List by Vendor agents, employees, contractors or anyone else given access to the List by the Vendor. The Licensee shall indemnify NPP and be held unconditionally responsible for any and all damages sustained by NPP for such use including, but not limited to, all costs and reasonable attorney's fees related to litigation. Vendor also consents to the entry of an order enjoining any use of the List in violation of the Agreement to prevent further and continuing damage.

50. **Counterparts.** This Agreement may be executed in counterparts all of which together shall constitute one and the same agreement.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

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

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

AUTHORIZED REPRESENTATIVE:

BY CONTRACT MANAGER: _____
PRINTED NAME: _____
TITLE: _____
DATE: _____

VENDOR ADMINISTRATION AGREEMENT ADDENDUM A

Quarterly Volume Sales Reporting

National Purchasing Partners vendors are required to submit a quarterly **Vendor Contract Activity Report** pursuant to the Vendor Administration Agreement. Included with this document:

- Vendor Contract Activity Report Excel spreadsheet template
- Description of each required field

Step One: Complete the Vendor Contract Activity Report

Even if you have had no sales, please submit a report indicating zero sales for the quarter.

Step Two: Submit the Vendor Contract Activity Report and Administration Fee Payment

In accordance with your Vendor Administration Agreement the Vendor Contract Activity Report and Administration Fee payment is due within 30 days following the end of each quarter.

January 1 - March 31

April 1 - June 30

July 1 - September 30

October 1 - December 31

MAIL ADMINISTRATION FEE PAYMENT TO:

For checks sent via USPS regular mail the address is:

National Purchasing Partners, LLC. B110402
P O Box 66911
St. Louis, MO 63166-6911

For any overnight packages sent via Fed Ex or UPS, the physical address is:

National Purchasing Partners, LLC. B110402
2301 S. Kingshighway
St. Louis, MO 63110
Attention: Lockbox

EMAIL THE COMPLETED VENDOR CONTRACT ACTIVITY REPORT TO:

reports@mynpp.com

Contact:

Please call Michael Peterson at 1.800.810.3909 or email at
Michael.Peterson@mynpp.com with any questions or concerns.

Vendor Contract Activity Report

Vendor Name	Contract Number	NPP Member ID	Customer Name	Customer Address 1	Customer Address 2	Customer City	Customer State	Customer Zip Code	Total Amount	Admin Fee Percent	Admin Fee	Start Date	End Date
EXAMPLE : XYZ COMPANY	N100369	167981	Jim Smith	145 Hill Road		Seattle	WA	98117	#####	3%	#####	1/1/2009	### ####
	FILL IN												

*Please right-click and select "Worksheet Object, Edit" in order to scroll through the spreadsheet. Please contact NPP for an Excel version.

EXHIBIT 2

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: _____

EXHIBIT 3
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
Athens	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	Walla Walla
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	Main	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 4

Idaho's Incorporated Cities

Aberdeen
Acequia
Albion
American Falls
Ammon
Arco
Ashton
Bancroft
Bellevue
Boise
Bonners Ferry
Buhl
Burley
Caldwell
Cambridge
Carey
Cascade
Challis
Chubbuck
Coeur d' Alene
Cottonwood
Council
Dalton Gardens
Dietrich
Donnelly
Dover
Downey
Driggs
Eagle
Elk City
Emmett
Fairfield
Franklin
Fruitland
Garden City
Garden Valley
Genesee
Glenns Ferry
Gooding
Grandjean
Grace
Grangeville
Hailey
Harrison

Juliaetta
Kamiah
Kellogg
Ketchum
Ketchum
Kimberly
Kooskia
Kuna
Lava Hot Springs
Lewiston
Mackay
Malad
Malta
Marsing
McCall
McCammon
Melba
Meridian
Middleton
Montpelier
Moscow
Mountain Home
Mountain Home
Murray
Nampa
New Meadows
New Plymouth
Nezperce
Orofino
Parma
Payette
Pierce
Pocatello
Post Falls
Potlatch
Preston
Priest River
Rathdrum
Rexburg
Richfield
Rigby
Riggins
Rupert
Salmon
Sandpoint

Sugar City
Sun Valley
Tetonia
Troy
Twin Falls
Victor
Wallace
Wardner
Weippe
Weiser Wendell
Whitebird
Wilder
Worley

Idaho's Counties

Ada
Adams
Bannock
Bear Lake
Benewah
Bingham
Blaine
Boise
Bonner
Bonneville
Boundary
Butte
Camas
Canyon
Caribou
Cassia
Clark
Clearwater
Custer
Elmore
Franklin
Fremont
Gem
Gooding
Idaho
Jefferson
Jerome
Kootenai
Latah
Lemhi
Lewis

Hauser
Hayden
Heyburn
Hidden Springs
Horseshoe Bend
Idaho City
Idaho Falls
Island Park
Jerome

Shelley
Shoshone
Soda Springs
Spirit Lake
St. Anthony
St. Maries
Stanley
Star
Stites

Lincoln
Madison
Minidoka
Nez Perce
Oneida
Owyhee
Payette
Power
Shoshone
Teton
Twin Falls
Valley
Washington

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