



## COOPERATIVE/PIGGYBACK PURCHASE AGREEMENT

<b>Cooperative/Piggyback Name:</b>	NPPGov / League of Oregon Cities
<b>Contractor:</b>	LIFE ASSIST, INC.
<b>Cooperative Agency Agreement Name and Agreement Number:</b>	NPPGov / League of Oregon Cities, Agreement No. PS20180 (RFP No. 1935)
<b>Cooperative Agency Initial Agreement Term:</b>	Start: April 1, 2020 Expires: March 31, 2023
<b>Cooperative Agency's Agreement-Options to extend:</b>	Three (3), one-year renewals
<b>Cooperative Agency Amended Term:</b>	n/a
<b>Cooperative Agency Remaining Options to Renew:</b>	Three (3), one-year renewals  Start: April 1, 2023 Expires: March 31, 2024  Start: April 1, 2024 Expires: March 31, 2025  Start: April 1, 2025 Expires: March 31, 2026
<b>City of Stockton Cooperative Purchase Agreement Term:</b>	Start: September 1, 2020 Expires: March 31, 2023
<b>City of Stockton Cooperative/Piggyback Purchase Agreement Amount:</b>	Not to Exceed \$390,000 for the term of the Agreement.

### AGREEMENT

The City of Stockton, a California municipal corporation on behalf of itself and its associated entities ("City"), and Life Assist, Inc. (Life Assist) do hereby agree that City shall be granted the pricing, terms, and conditions under the above referenced NPPGov, Leave of Oregon Cities Agreement Number PS20180 (RFP No. 1935) ("COOP") as such may be amended from time to time. The COOP and associated documents, referenced in the agreement, are incorporated herein as Exhibit A to this City Cooperative/Piggyback Purchase Agreement ("Agreement").

Contractor shall grant such pricing, terms, and conditions to City for all procurements of goods and services, whether taking place on a City purchase order, purchasing card (credit card), or other purchasing modality, whether via telephone, via the Contractor website, or via direct purchase at a Contractor retail location.

1. **Agreement Term:** The Term of this Agreement shall remain in effect from September 1, 2020, through March 31, 2023, unless terminated earlier by the City. If the Cooperative/Piggyback Agency extends the COOP with Contractor, the City has the option to extend the term of this Agreement by written amendment not to go beyond the term stated in the COOP fully executed amendment.

2. **Insurance and Hold Harmless:** In addition to the pricing, terms and conditions stated in the COOP and the associated documents incorporated herein as Exhibit A, Contractor shall, at Contractor's sole cost and expense and for the full term of the Agreement or any extension thereof, obtain and maintain at least all the insurance requirements listed in attached Exhibit B.

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify the City of Stockton, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from the City of Stockton's sole negligence or willful acts. The duty to defend and the duty to indemnify are separate and distinct obligations. The indemnification obligations of this section shall survive the termination of this Agreement.

3. **Compensation:** City and Contractor do hereby enter into this Agreement, for products and services available in the above-named COOP and associated documents incorporated herein as Exhibit A and referenced in the attached quote Exhibit C. In no way, shall payment to Contractor during the term of this Agreement exceed \$390,000 for the purchase of products and services. Any person signing this Agreement on behalf of City or Contractor does warrant that he or she has full authority to do so.

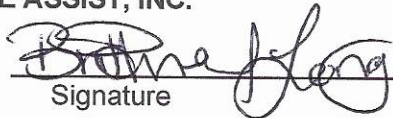
4. **Governing Law:** California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.

This Agreement may be amended only by a written amendment, consistent with the COOP, signed by Contractor and City.

**CITY OF STOCKTON**

\_\_\_\_\_  
Harry Black, City Manager

**LIFE ASSIST, INC.**

By:   
Signature

Brittney Long

Print name

ATTEST:

Title: Contracts Specialist

\_\_\_\_\_  
City Clerk, Eliza R. Garza, CMC

*[If Contractor is a corporation, signatures must  
comply with Corporations Code §313]*

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

# EXHIBIT A

## LEAGUE OF OREGON CITIES

### MASTER PRICE AGREEMENT

This Master Price Agreement is effective as of the date of the last signature below (the "Effective Date") by and between the LEAGUE OF OREGON CITIES, an Oregon public corporation under ORS Chapter 190 ("LOC" or "Purchaser") and LIFE-ASSIST, INC. ("Vendor").

### RECITALS

WHEREAS, the Vendor is in the business of selling certain PUBLIC SAFETY MEDICAL SUPPLIES, EQUIPMENT & MONITORS, as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, through a solicitation for PUBLIC SAFETY MEDICAL SUPPLIES, EQUIPMENT & MONITORS the Vendor was awarded the opportunity to complete a Master Price Agreement with the LEAGUE OF OREGON CITIES as a result of its response to Request for Proposal No. 1935 for PUBLIC SAFETY MEDICAL SUPPLIES, EQUIPMENT & MONITORS; and

WHEREAS, the LEAGUE OF OREGON CITIES asserts that the solicitation and Request for Proposal meet Oregon public contracting requirements (ORS 279, 279A, 279B and 279C et. seq.); and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba Public Safety GPO, dba First Responder GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

### ARTICLE 1 – CERTAIN DEFINITIONS

1.1 "Agreement" shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal No. 1935 (herein "RFP") and Vendor's Proposal submitted in response to the RFP (herein "Vendor's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

1.2 "Applicable Law(s)" shall mean all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 "Employee Taxes" shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor's employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state or local law.

1.4 "Purchaser's Destination" shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

1.5 “Products and Services” shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.6 “Purchase Order” shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.

1.7 “Unemployment Insurance” shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.8 “National Purchasing Partners” or “(NPP)” is a subsidiary of two nonprofit health care systems. The Government Division of NPP, hereinafter referred to as “NPPGov”, provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov’s membership includes participating public entities across North America.

1.9 “Lead Contracting Agency” shall mean the LEAGUE OF OREGON CITIES, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.10 “Participating Agencies” shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.6 and Attachment C herein. For purposes of cooperative procurement, “Participating Agency” shall be considered “Purchaser” under the terms of this Agreement.

1.11 “Party” and “Parties” shall mean the Purchaser and Vendor individually and collectively as applicable.

## **ARTICLE 2 – AGREEMENT TO SELL**

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 Vendor may add additional products and services to the contract provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The Vendor retains authority to negotiate above and beyond the terms of this Agreement to meet the Purchaser or Vendor contract requirements. In the event that the provisions of this Agreement conflict with any Purchase Order issued by Purchaser to Vendor, the provisions of this Agreement shall

govern. No other terms and conditions, including, but not limited to, those contained in Vendor's standard printed terms and conditions, on Vendor's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Agreement, any Purchase Order, or any transactions occurring pursuant hereto or thereto, unless this Agreement shall be specifically amended to adopt such other terms and conditions in writing by the Parties.

2.4 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party.

2.5 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

- (i) This Agreement;
- (ii) The RFP;
- (iii) Vendor's Proposal;

2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

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

2.6.3 Vendor acknowledges execution of a Vendor Administration Fee Agreement with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of Products and Services offered under this Agreement that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See [www.OregonRehabilitation.org/qrf](http://www.OregonRehabilitation.org/qrf) for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon.

### **ARTICLE 3 – TERM AND TERMINATION**

3.1 The initial contract term shall be for three (3) calendar years from the Effective Date of this Agreement (“Initial Term”). Upon termination of the original three (3) year term, this Agreement shall automatically extend for up to three (3) successive one (1) year periods; (each a “Renewal Term”); provided, however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the Initial Term.

3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other Party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

### **ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY**

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, including shipping. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A shall be extended to all NPPGov, Public Safety GPO, First Responder GPO and Law Enforcement GPO members upon execution of the IGA.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser’s Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor’s Proposal (Attachment D) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Except as specifically set forth on Attachments A and F, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. (“Incidental Expenses”).

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.6 Notwithstanding any other agreement of the Parties as to the payment of shipping/delivery costs, and subject to Attachments A, D, and F herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Destination. If there are handling fees, these also shall be included in the pricing.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

4.8 Vendor shall have the risk of loss of or damage to any Products until delivery to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after delivery to Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

### **ARTICLE 5 – INSURANCE**

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours' notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this Agreement.

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

### **ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS**

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees, members and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including, without limitation, reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the



Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years.

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of Products and Services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

## **ARTICLE 7 – WARRANTIES**

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

## **ARTICLE 8 - INSPECTION AND REJECTION**

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Vendor's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Vendor for correction or replacement, or (ii) require Vendor to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Vendor fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect the Products and Vendor shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

### **ARTICLE 9 – SUBSTITUTIONS**

Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

### **ARTICLE 10 - COMPLIANCE WITH LAWS**

10.1 Vendor agrees to comply with all Applicable Laws and at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

### **ARTICLE 11 – PUBLICITY / CONFIDENTIALITY**

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

### **ARTICLE 12 - RIGHT TO AUDIT**

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

### **ARTICLE 13 - REMEDIES**

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and remedies under Applicable Law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

### **ARTICLE 14 - RELATIONSHIP OF PARTIES**

Vendor is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venture of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

### **ARTICLE 15 - NOTICES**

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:

LEAGUE OF OREGON CITIES  
1201 Court St. NE  
Suite 200  
Salem OR 97301  
ATTN: Jamie Johnson-Davis  
Email: [rfp@ORCities.org](mailto:rfp@ORCities.org)

If to Vendor:

LIFE-ASSIST, INC.  
11277 Sunrise Park Drive  
Rancho Cordova, CA 95742  
ATTN: Bryan Holliday  
Email: [bryan.holliday@life-assist.com](mailto:bryan.holliday@life-assist.com)

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

### **ARTICLE 16 - FORCE MAJEURE**

Except for Purchaser's obligation to pay for Products and Services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is ca

used by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

### **ARTICLE 17 - WAIVER**

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

### **ARTICLE 18 - PARTIES BOUND; ASSIGNMENT**

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser which shall not be unreasonably withheld or delayed.

### **ARTICLE 19 - SEVERABILITY**

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

### **ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT**

20.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. If such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

20.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire Agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

### **ARTICLE 21 - HEADINGS**

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

### **ARTICLE 22 - MODIFICATIONS**

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

**ARTICLE 23 - GOVERNING LAW**

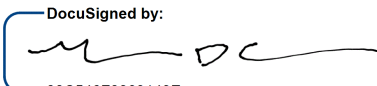
This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

**ARTICLE 24 - COUNTERPARTS**

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

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

PURCHASER:


Signature:  \_\_\_\_\_  
DocuSigned by: 38C546F8869143E...

Printed Name: Mike Cully

Title: Executive Director  
LEAGUE OF OREGON CITIES

Dated: 5/29/2020

VENDOR:

Signature:  \_\_\_\_\_  
DocuSigned by: 349DC547529C465...

Printed Name: Bryan Holliday

Title: VP Sales & Marketing  
LIFE-ASSIST, INC.

Dated: 5/29/2020

**ATTACHMENT A**to Master Price Agreement by and between **VENDOR** and **PURCHASER**.**PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES**

PUBLIC SAFETY MEDICAL SUPPLIES, EQUIPMENT & MONITORS	
Product Category	Percentage (%) off List Price* ( <b>OR</b> fixed price if % off pricing is not available)
MEDICAL PRODUCTS AND SUPPLIES	31%
• AIRWAY	31%
• BAGS & CASES	31%
• PERSONAL PROTECTION EQUIPMENT (EMS)	31%
• FLUID ADMINISTRATION/VASCULAR ACCESS	31%
• IMMOBILIZATION AND SUPPLIES	31%
• INFECTION CONTROL	31%
• INSTRUMENTATION	31%
• KITS	31%
• LIGHTS & FLASHLIGHTS	31%
• LINEN	31%
• OXYGEN DELIVERY	31%
• PATIENT HANDLING AND TRANSPORT	31%
• RESUSCITATION EQUIPMENT	31%
• TACTICAL MEDICINE	31%
• TRAINING AND SIMULATION	15%
• TRAUMA	31%
• VEHICLE ACCESSORIES	31%
• WMP PREPAREDNESS	31%
• WOUND CARE	31%
PHARMACEUTICALS	31%
MEDICAL MONITORS, DEFIBRILLATORS AND DIAGNOSTICS	31%
MEDICAL LIFE SUPPORT EQUIPMENT	31%
MEDICAL INVENTORY MANAGEMENT SYSTEMS	31%
INSTALLATION, SERVICE AND MAINTENANCE	15%
OTHER	31%

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

Participating Agencies may purchase from Vendor's authorized dealers and distributors, as applicable, provided the pricing and terms of this Agreement are extended to Participating Agencies by such dealers and distributors. Vendor's authorized dealers and distributors, as applicable, are identified in a [list, link found at <http://>], as may be updated from time to time. [ A current list may be obtained from Vendor.]

**ATTACHMENT B**

**to Master Price Agreement by and between VENDOR and PURCHASER.**

**ADDITIONAL SELLER WARRANTIES**

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal.

**ATTACHMENT C**

to Master Price Agreement by and between **VENDOR** and **PURCHASER**.

**PARTICIPATING AGENCIES**

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is directed to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the NPPGov web site, [www.nppgov.com](http://www.nppgov.com). The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements as if it were the "Purchaser" hereunder.



**ATTACHMENT D**

**to Master Price Agreement by and between VENDOR and PURCHASER.**

**Vendor's Proposal**

**(The Vendor's Proposal is not attached hereto.)**

**(The Vendor's Proposal is incorporated by reference herein.)**

**ATTACHMENT E**

**to Master Price Agreement by and between VENDOR and PURCHASER.**

**Purchaser's Request for Proposal**

**(The Purchaser's Request for Proposal is not attached hereto.)**

**(The Purchaser's Request for Proposal is incorporated by reference herein.)**

**ATTACHMENT F**

**to Master Price Agreement by and between VENDOR and PURCHASER.**

**ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.**

### Certificate Of Completion

Envelope Id: 9A96B9D4FCF24FFF81202FFDB55FE2AD	Status: Completed
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Source Envelope:	
Document Pages: 16	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Bill DeMars
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1100 Olive Way
	Suite 1020
	Seattle, WA 98101
	bill.demars@nppgov.com
	IP Address: 173.29.186.28

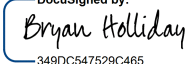
### Record Tracking

Status: Original	Holder: Bill DeMars	Location: DocuSign
5/27/2020 8:53:02 AM	bill.demars@nppgov.com	

### Signer Events

Bryan Holliday  
 bryan.holliday@life-assist.com  
 VP Sales & Marketing  
 Security Level: Email, Account Authentication (None)

### Signature

DocuSigned by:  
  
 349DC547529C465...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 96.86.138.29

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 Viewed: 5/28/2020 9:22:21 AM  
 Signed: 5/29/2020 11:44:05 AM

**Electronic Record and Signature Disclosure:**  
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 ID: 95084c6d-dcdb-4430-87da-17f768e06dbc

Mike Cully  
 mcully@orcities.org  
 Executive Director  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
 38C546F8869143E...  
 Signature Adoption: Drawn on Device  
 Using IP Address: 71.63.237.219

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**Electronic Record and Signature Disclosure:**  
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps

<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Certified Delivered	Security Checked	5/29/2020 12:09:58 PM
Signing Complete	Security Checked	5/29/2020 12:10:13 PM
Completed	Security Checked	5/29/2020 12:10:13 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, National Purchasing Partners (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact National Purchasing Partners:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [bruce.busch@mynpp.com](mailto:bruce.busch@mynpp.com)

**To advise National Purchasing Partners of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [bruce.busch@mynpp.com](mailto:bruce.busch@mynpp.com) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from National Purchasing Partners**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [bruce.busch@mynpp.com](mailto:bruce.busch@mynpp.com) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with National Purchasing Partners**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [bruce.busch@mynpp.com](mailto:bruce.busch@mynpp.com) and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> <li>•Allow per session cookies</li> <li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify National Purchasing Partners as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by National Purchasing Partners during the course of my relationship with you.



# NOTICE OF SOLICITATION

## LEAGUE OF OREGON CITIES

**RFP NUMBER 1935**

### **SOLICITATION FOR: PUBLIC SAFETY MEDICAL SUPPLIES, EQUIPMENT & MONITORS**

Notice is hereby given that the LEAGUE OF OREGON CITIES will accept sealed proposals for **PUBLIC SAFETY MEDICAL SUPPLIES, EQUIPMENT & MONITORS** at the address listed below, until **5:00 PM PST** on **FEBRUARY 11, 2020**. Those proposals will be for the LEAGUE OF OREGON CITIES and members of National Purchasing Partners Government Division (“NPPGov”) across the nation, including but not limited to governmental units incorporated by “ATTACHMENT H” of the Request for Proposal (RFP), WIPHE members identified in “ATTACHMENT G” of the RFP, as well as government units in all other states (collectively, “Participating Agencies”). Significant sales potential exists because the resulting Master Price Agreement for national proposers will include piggy backing language that permits use of the Master Price Agreement nationwide which may allow Participating Agencies to forego duplicating the formal solicitation process and expend staff resources and funds.

All Proposals must be signed, sealed and addressed to:

**Mailing Address:**

**LOC “PUBLIC SAFETY MEDICAL SUPPLIES, EQUIPMENT & MONITORS RFP” #1935  
LEAGUE OF OREGON CITIES  
c/o Procurement Specialist  
1201 Court St. NE  
Suite 200  
Salem, OR 97301**

**All Proposals must clearly state RFP #1935 and Proposing company’s full name on the OUTERMOST packaging.**

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

INQUIRIES:

**LOC “PUBLIC SAFETY MEDICAL SUPPLIES, EQUIPMENT & MONITORS RFP” #1935  
LEAGUE OF OREGON CITIES  
c/o Procurement Specialist  
1201 Court St. NE  
Suite 200  
Salem, OR 97301**

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

The solicitation documents may be reviewed at the office address listed above.

**NOTE: NOTICES OF SOLICITATION WILL BE PUBLISHED IN THE OREGON DAILY JOURNAL OF COMMERCE AND THE USA TODAY.**

AFFIDAVIT OF PUBLICATION

# DJC



921 S.W. Washington St. Suite 210 / Portland, OR 97205-2810  
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

I, **Michelle Ropp**, being first duly sworn, depose and say that I am a **Principal Clerk** of the **Daily Journal of Commerce**, a newspaper of general circulation in the counties of **CLACKAMAS, MULTNOMAH, and WASHINGTON** as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

**Case Number: NOT PROVIDED**

**FIRE FIGHTING EQUIPMENT**

**League of Oregon Cities; Bid Location Salem, OR, Marlon County;**

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 time(s) in the following issues:

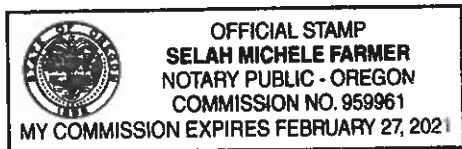
11/11/2019

State of Oregon  
County of Multnomah

SIGNED OR ATTESTED BEFORE ME  
ON THE 11th DAY OF November, 2019

Michelle Ropp

Notary Public-State of Oregon



**LEAGUE OF OREGON CITIES (LOC)**  
**NOTICE OF SOLICITATION**  
 LOC intends to enter into a master price agreement for the procurement of the following products and services to LOC members and available to all members of the national cooperative purchasing program National Purchasing Partners, LLC ("NPPGov").

- Fire Fighting Equipment #1910
- Fire Fighter Personal Protection Equipment (PPE) #1915
- Fire Fighter Self Contained Breathing Apparatus (SCBA) #1920
- Commercial Grade Office, Lounge & Reception Area Furniture #1930

Responses Due 5:00 pm January 24th, 2020

- Fire Apparatus #1905
- Public Safety Medical Supplies, Equipment & Monitors #1935
- Electrical Products & Lighting Equipment #1925

Responses Due 5:00 pm February 11th, 2020

For information or a copy of the Request for Proposal, contact LOC Procurement Specialist at 503-588-6550, rfp@orcities.org or download at www.orcities.org.  
 Published Nov. 11, 2019. 11814361

**Jeanine Hussak**  
**League of Oregon Cities**  
1201 Court St NE Ste 200  
Salem, OR 97301-4194

Order No.: 11814361  
Client Reference No:



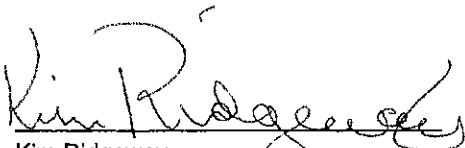
January 13, 2020

To Whom It May Concern:

I am a duly authorized representative of MCA Russell Johns Associates LLC, a company handling the advertising matters for USA Today, a daily newspaper distributed within the United States.

A public notice was placed by Public Procurement Authority and was published in said newspaper within the Marketplace section of the USA Today daily edition on November 12, 2019.

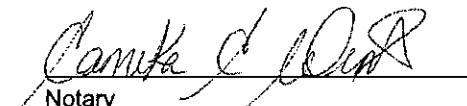
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Kim Ridgeway

Professionals Department Manager

State of Florida  
County of Pinellas

On this 13<sup>th</sup> day of January I attest that the attached document is a true, exact, complete, and unaltered  
tearsheet.

  
Notary

**CAMIKA C. WINTER**  
Notary Public, State of Florida  
My Comm. Expires Apr. 16, 2022  
No. GG 208003

## NFL WEEK 10 WINNERS AND LOSERS

## Raiders, Eagles benefit as races tighten

Week 10 in the NFL was nothing if not unpredictable, with a 13-point underdog in the Falcons pulling off an upset against a powerful division foe and three one-win teams pulling out victories. Many of those outcomes shook up the postseason standings. Here are this week's winners and losers.

## Winners

**Lamar Jackson's MVP campaign:** One of the delights of the season has been watching Russell Wilson and Jackson outdueling each other each week. With Wilson playing Monday night, it was Jackson and the Ravens who owned Sunday. They trampled the Bengals 49-13, and Jackson scored four total touchdowns and accounted for 288 total yards. He became the second player in NFL history, joining Steelers quarterback Ben Roethlisberger in 2007, to have two games in one season with a perfect passer rating of 158.3. The MVP race, right now, appears to be a two-man race, and Jackson might have done enough against Cincy to take the lead.

**Raiders:** Not only did they come up with a huge victory against the division-rival Chargers on Thursday night, but they got help from the Titans. With Tennessee beating the Chiefs 35-32 – on a potential game-tying field goal that was blocked – the Raiders (5-4) are a half-game back of first place in the AFC West. Even better for Oakland? It has two very winnable games versus the Bengals and at the Jets before a massive Week 13 showdown against Kansas City. The rest of the remaining schedule is so favorable in fact, ranking 31st in the NFL, that even if they drop that Chiefs game at Arrowhead, the wild card is still a possibility for coach Jon Gruden in his second season back with Oakland.

**Eagles:** They were on their bye, but they won, no question about it. With the Cowboys dropping their game to the Vikings 28-24, the Eagles got a huge boost. Now, both Philadelphia and Dallas are tied atop the NFC East at 5-4, though the Cowboys hold a tiebreaker because they beat the Eagles 37-10 in Week 7. The Eagles should be well-rested off their bye, their secondary should (finally) be nearing full health and the biggest boon for them is their schedule. They do have the Patriots and Seahawks in consecutive weeks coming up. But after that, they face the Dolphins (2-7), Gi-



Few saw the last-place Falcons' stunning upset of the NFC South first-place Saints coming Sunday. DERICK E. HINGLE/USA TODAY SPORTS

ants (2-8), Redskins (1-8), Cowboys and then the Giants again.

**Mitchell Trubisky:** He and Bears coach Matt Nagy had been on the "Losers" side of this list the past two weeks, so we have to give them a nod when they perform well. Trubisky bounced back in a big way in a 20-13 victory against the Lions. While he did start slowly, with Chicago crossing into Detroit territory for the first time in the game with 1:55 to play in the first half, Trubisky turned it on. He finished the game 16 of 23 for 173 yards and three touchdowns. He helped snap a four-game losing streak. Those three scores were more than he had, combined, during the losing skid. But now he must be consistent. Looking at the drive chart from the game, aside from the three consecutive TD series, Chicago punted in each of their nine other possessions and gained just 56 yards on 34 plays. Seven of their 12 drives were three-and-outs.

## Losers

**Cowboys' late-game issues:** Clock management blunders and question-

able play calls have become a bit of a sore subject for Cowboys fans, and Sunday night's loss to the Vikings was more of the same. The Cowboys were marching down the field on what could've been a potential game-winning drive. It started at Dallas' 6-yard line with 4:34 to play, but Dak Prescott carved through the Vikings' secondary to the tune of six of seven passing for 79 yards. Then, facing a 2nd-and-2 from Minnesota's 11-yard line, running back Ezekiel Elliott got stuffed up the middle for no gain. On the following play, they ran Elliott left, and he lost 3 yards. Not only did the rushes let too much time run off the clock, they got the ball out of Prescott's hands, despite his clearly being the more reliable weapon Sunday night. Then the coaching staff told receiver Tavon Austin to fair catch a punt, despite having yards and yards of turf to work with. This loss, paired with the one against the Jets in Week 6, could prove to be fatal for Dallas' postseason hopes.

**Sean McVay:** Forget a Super Bowl hangover, the defending NFC champions have bigger problems. The Rams lost to the Steelers 17-12 and continue to

suffer from some issues that – with each passing week – seem to be too significant to mend. Todd Gurley and the Los Angeles rushing game have disappeared. The Rams rushed for 88 yards against Pittsburgh and now average 96.2 per game, well below their average of 139.4 from last season. The defense just isn't making nearly as many plays as it did last season. After ranking third in the league with 30 takeaways last season, L.A. has 14 through nine games. Worst yet, the team's turnover margin has gone from +11 last year to -2. And no number matters more than their record of 5-4, which, as things stand, has them on the outside looking in of the playoff picture.

**Pat Shurmur:** There was a feeling the loser of the game between the Jets (2-7) and the Giants would be in some serious trouble. After the Giants fell 34-27, Jets coach Adam Gase might have bought himself some more time in his gig. Shurmur, on the other hand, dropped to 7-19 (.269) in 2½ seasons with the Giants. Reporters noted that Giants co-owner John Mara looked upset after the game and didn't even acknowledge their presence. The Giants (2-8) now enter their bye week. And even though the franchise typically avoids making in-season changes to coaches and executives, Shurmur might be a candidate to join his predecessor Ben McAdoo in being fired before the end of a season. The Giants' defense is a mess, star running back Saquon Barkley has been erased behind an ineffective offensive line, and it seems like the team can't go one game without committing a turnover, ranking worst in the NFL with 24.

**Saints:** They haven't been on this side of the list very much this season, but the Saints self-imploded in a 26-9 loss to the Falcons, who entered Sunday 1-7. Now, New Orleans is 7-2, and it has dropped from the No. 2 seed in the NFC. New Orleans was undisciplined, gifting Atlanta six first downs via penalty. The Saints committed 12 penalties overall. They couldn't sustain drives, converting just three of 12 third-down tries. And they had to settle for field goals, failing to score a touchdown on three red-zone visits. Many of these mistakes are self-enforced. The Saints can recover and fix them. But if this costs them seeding in the postseason, it's an inexcusable mid-season loss the Saints have sometimes become known for.

## USA TODAY SPORTS NETWORK HEISMAN TROPHY SURVEY

## LSU quarterback Burrow runaway leader

Eddie Timanus  
USA TODAY

Nearly a month remains in the college football season. But the race for the sport's most prestigious individual award is, in all likelihood, already over. LSU quarterback Joe Burrow was a strong front-runner even before Saturday, and his performance for the ages in Tuscaloosa made him the unanimous choice in the USA TODAY Sports Network weekly Heisman survey.

Burrow threw for 393 yards and three touchdowns in the 46-41 win at Ala-

bama. He added a net 64 yards rushing, including a huge 18-yard run that set up the Tigers' game-sealing score. For the season, Burrow has 3,198 passing yards with a lofty 78.9% completion rate, with 33 touchdowns and four interceptions. He was voted first by all 21 official Heisman electors who work for USA TODAY Network properties.

Unless something completely unforeseen occurs, the race for second place will provide the only suspense for the next few weeks. Oklahoma quarterback Jalen Hurts retains the No. 2 spot with 15 second-place mentions.

## USA TODAY Sports Network Heisman survey

Player, school, position, year	1st	2nd	3rd	Total
Joe Burrow, LSU, QB, Sr.	21	0	0	63
Jalen Hurts, Oklahoma, QB, Sr.	0	15	4	34
Justin Fields, Ohio State, QB, Soph.	0	5	2	12
Tua Tagovailoa, Alabama, QB, Jr.	0	0	7	7
Chase Young, Ohio State, DE, Jr.	0	1	1	3
Justin Herbert, Oregon, QB, Sr.	0	0	3	3
Jonathan Taylor, Wisconsin, RB, Jr.	0	0	2	2
Isaiah Simmons, Clemson, LB, Jr.	0	0	1	1
Antoine Winfield Jr., Minnesota, DB, Soph.	0	0	1	1

A first-place vote is worth 3 points, second 2, third 1.

## MARKETPLACE TODAY

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For advertising information: 1.800.397.0070 [www.russelljohns.com/usat](http://www.russelljohns.com/usat)

**NOTICES**

**PUBLIC NOTICE**

**League of Oregon Cities (LOC)**

**NOTICE OF SOLICITATION**

LOC intends to enter into a master price agreement for the procurement of the following products and services to LOC members and available to all members of the national cooperative purchasing program National Purchasing Partners, LLC ("NPPGov").

**Fire Fighting Equipment #1910**

**Fire Fighter Personal Protection Equipment (PPE) #1915**

**Fire Fighter Self Contained Breathing Apparatus (SCBA) #1920**

**Commercial Grade Office, Lounge & Reception Area Furniture #1930**

Responses Due 5:00 pm January 24th, 2020

**Fire Apparatus #1905**

**Public Safety Medical Supplies, Equipment & Monitors #1935**

**Electrical Products & Lighting Equipment #1925**

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**PUBLIC NOTICE**

**Pioneer Electric Cooperative Inc.,**

Ulysses, KS, seeks qualified power line contractor to complete RUS specified rebuild of approx. 195 miles of winter storm damage to power lines and additional repair work.

Proposal documents are available at: <http://pioneerelectric.coop/resources/storm-restoration/>

Bids due by 12/2/2019.

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## **IMPORTANT**

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

#### SOLICITATIONS FOR: **PUBLIC SAFETY MEDICAL SUPPLIES, EQUIPMENT & MONITORS**

##### **1.0 INTENT:**

###### 1.1 GENERAL INTENT

The LEAGUE OF OREGON CITIES (“LOC”) serves as the “Lead Contracting Agency” for this solicitation on behalf of its members, and as authorized by the LOC Intergovernmental Agreement, which is an agreement for intergovernmental cooperation among select local Oregon governments and recognized under ORS Chapter 190. LOC, in association with the members of National Purchasing Partners, LLC dba NPPGov (hereinafter referred to as “NPPGov”), comprises a cooperative procurement group. NPPGov membership includes government entities, non-profit organizations across the nation, members of Public Safety GPO, First Responders GPO, and Law Enforcement GPO, Hawaii, and Oregon local government units (ATTACHMENT H), and WIPHE members (ATTACHMENT G), as well as all other government units in all other states, as authorized under the terms of the Intergovernmental Cooperative Purchasing Agreement executed by all Lead Contracting and Participating Agencies (the foregoing list of entities hereinafter referred to as “Participating Agencies”). This procurement group is soliciting proposals from qualified companies (hereinafter referred to as “Proposer”) to enter into a Master Price Agreement for PUBLIC SAFETY MEDICAL SUPPLIES, EQUIPMENT & MONITORS.

The intent of this Interstate Cooperative Procurement Solicitation (hereinafter referred to as “Solicitation” or “RFP”) is to invite Proposers to submit a competitive pricing proposal offering PUBLIC SAFETY MEDICAL SUPPLIES, EQUIPMENT & MONITORS to LOC, which will then be made available to NPPGov members locally and nationwide; to reduce expenses by eliminating multiple requests for proposals and multiple responses by Vendors; and to obtain discounted pricing through volume purchasing. Significant sales potential exists because the Master Price Agreement will be used nationwide which may allow Participating Agencies to forego duplicating the formal solicitation process and expend staff resources. Preferably, the successful Proposer will provide its entire catalog of products and/or services in order that Participating Agencies who wish to access the Master Price Agreement may order a broad range of goods and services as needed.

With the exception of successful local Proposer(s) capable of servicing LOC and Participating Agencies within the state of Oregon, successful Proposer(s) should have a strong national presence for PUBLIC SAFETY MEDICAL SUPPLIES, EQUIPMENT & MONITORS for use by government agencies nationwide.

***This Solicitation meets Oregon public contracting requirements (ORS 279A et. seq.) and may not be appropriate under or meet Participating Agencies’ procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.***

###### 1.2 POTENTIAL MARKET

The LOC is publishing this RFP to create publicly awarded contracts for use by its members, which may also benefit the thousands of fellow members of NPPGov, Public Safety GPO, First Responders GPO, and Law Enforcement GPO. These are nationwide programs representing member government agencies in all 50 states. We encourage each Proposer's response to be a collaborative effort including manufacturer and distributor (when they are not the same company) to ensure nationwide contract utilization.

Proposer's response should also take into consideration the considerable market potential for this Solicitation. Because the successful proposal will be incorporated into a nationwide cooperative procurement program including tens of thousands of state, local government and non-profit participants from all 50 states, the LOC believes that contracts created from this Solicitation will provide vendors with a significant market advantage. Members of NPPGov, Public Safety GPO, First Responders GPO, and Law Enforcement GPO and current vendors who participate in the program indicate the ability to shorten the sale cycle by eliminating the need to complete individual RFP processes is a significant advantage to participation.

The LOC believes that participation in the NPPGov purchasing program benefits both its Participating Agencies and successful Proposers. NPPGov engages with successful proposers who complete the Vendor Administration Agreement through a marketing and sales partnership. This partnership includes (but is not limited to) contract promotion to members, contract administration support to potential customers and live customer phone support.

### 1.3 REQUIREMENTS

1.3.1 The RFP and resulting Master Price Agreement are anticipated for use by the LOC's government members, as well as other Participating Agencies across the nation. The LOC has entered into an Intergovernmental (interlocal) Cooperative Purchasing Agreement with other Participating Agencies for the purpose of obtaining Master Price Agreements with various vendors. Interlocal cooperative purchasing agreements allow Participating Agencies to make purchases at the LOC's accepted proposal price, terms and conditions, provided that the Participating Agency has satisfied all of its local and state cooperative procurement requirements. By submitting a proposal, the Proposer(s) agrees to make the same proposal terms and price, exclusive of any possible rebates, incentives, freight and transportation fees, available to other Participating Agencies. The LOC and NPPGov will not incur any direct liability with respect to specifications, delivery, payment, or any other aspect of purchases by such Participating Agencies or nonprofit institutions. The Intergovernmental Cooperative Purchasing Agreement is incorporated by reference herein and is available upon request — See Attachment A.

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

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

1.3.3 NPPGov, Public Safety GPO, First Responders GPO, and Law Enforcement GPO provide vendor exposure/marketing and contract utilization support for the successful Proposer's products and services. Successful Proposers servicing the awarded contract to Participating

Agencies shall pay a Contract Administration Fee representing 2% percent of actual net sales under the Master Price Agreement as established in the NPPGov Vendor Administration Agreement (available upon request). Administration fee may not be listed or charged as a separate line item to users of the contract. The value of trade-ins or rebates shall not affect the amount of the administration fee paid to NPPGov.

#### 1.4 MULTIPLE AWARDS

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

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

#### 1.5 CONTRACT USAGE

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

#### 1.6 BACKGROUND OF NPPGov

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

#### 1.7 EQUAL OPPORTUNITY

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

#### 1.8 QUALIFIED REHABILITATION FACILITIES

*Oregon Public Agencies are prohibited from use of products and services offered under this contract that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List pursuant to ORS 279.835 ORS 279.855. Please see [www.OregonRehabilitation.org/qrf](http://www.OregonRehabilitation.org/qrf) for more information.*

## 2.0 SCOPE OF WORK:

### 2.1 REQUIREMENTS OF PROPOSERS SUBMITTING A RESPONSE:

Proposers must present clear and concise evidence indicating Proposer's ability to comply with the requirements stated herein and to provide and deliver the specified products and services to Participating Agencies.

#### 2.1.1 PROPOSER COMMITMENTS

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

#### 2.1.2 **PROPOSERS MUST COMPLETE "ATTACHMENT B" – PROPOSER PROFILE WORKBOOK".**

### 2.2 PRODUCTS AND SERVICES:

2.2.1 Provide a description of the PUBLIC SAFETY MEDICAL SUPPLIES, EQUIPMENT & MONITORS offered as set forth in ATTACHMENT C. The primary objective is for the Proposer(s) to provide the Proposer(s)'s entire catalog of products and services ("catalog discount") that are responsive to this RFP so that Participating Agencies may order a broad range of products and services as appropriate for their needs. Anticipated future models and related products/services that may be offered during the term of the resulting Master Price Agreement should also be included in Vendor's Proposal.

2.2.2 All products offered must be new, unused and the most current product lines, unless otherwise clearly identified as remanufactured goods.

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

2.2.4 Additional Benefits: Proposer shall identify any other added value it offers to the LEAGUE OF OREGON CITIES ("LOC") and Participating Agencies (e.g. convenience cards, individual/member discounts, additional admin fee, etc.)

### 2.3 PRICING:

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

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

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

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

If proposers are responding with option "B", proposers may request price increases based on manufacturer costs, cost of labor and/or materials that must be supported by



appropriate documentation. If LOC agrees to the price modification, LOC may approve in writing, including electronic mail, without the need for a written amendment to the Master Price Agreement.

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

2.4 TAX:

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

**3.0 SPECIAL TERMS & CONDITIONS:**

3.1 MASTER PRICE AGREEMENT TERM:

As a result of this Solicitation the successful Proposer(s) shall be awarded a Master Price Agreement for a three (3) year period. The Master Price Agreement may be extended up to a maximum of three (3) additional one (1) year periods.

3.2 MASTER PRICE AGREEMENT ACCESS PROVISIONS

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

3.3 INDEMNIFICATIONS AND INSURANCE:

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

3.3.1 Indemnification

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

3.3.2 Insurance Requirements.

Proposer(s), at Proposer(s)'s own expense, shall purchase and maintain the herein stipulated

minimum insurance from a reputable company or companies duly licensed by the State of Oregon. In lieu of State of Oregon licensing, the stipulated insurance may be purchased from a company or companies that are authorized to do business in the State of Oregon, provided that said insurance companies meet the approval of the LOC.

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

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

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

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

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

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

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

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

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

## 4.0 SCHEDULE, RESPONSE PREPARATION AND SUBMISSION

### 4.1 SCHEDULE OF EVENTS

#### 4.1.1 Publication of Request for Proposal

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

**Solicitation Notice Publication: NOVEMBER 12, 2019**4.1.2 Question and Answer period

The LOC will post questions and answers concerning this Solicitation no later than 10 days prior to the proposal due date. All questions shall be submitted in writing via email to 1935, Contract Manager, at [rfp@orcities.org](mailto:rfp@orcities.org). The LOC reserves the right to accept and answer questions after the question and answer period has expired. All questions and answers will be posted on the LOC website at [www.orcities.org](http://www.orcities.org).

4.1.3 Submission of Proposals

There will be no mandatory pre-proposal meeting. All questions must be submitted via email as directed above. If necessary, questions can be submitted in writing to LEAGUE OF OREGON CITIES, c/o Procurement Coordinator, 1201 Court St. NE, Suite 200, Salem, OR 97301 or [rfp@orcities.org](mailto:rfp@orcities.org).

Close date: Deadline for submission of proposals is **5:00 PM PST, on FEBRUARY 11, 2020**. The LOC must receive all proposals before **5:00 PM PST** on the above date of closing in the office of the LEAGUE OF OREGON CITIES, c/o Procurement Coordinator, Executive Director, 1201 Court St. NE, Suite 200, Salem, OR 97301.

**Approximate date of opening: 9:00 AM PST on FEBRUARY 12, 2020** at the office of the LEAGUE OF OREGON CITIES, c/o Procurement Coordinator, 1201 Court St. NE, Suite 200, Salem, OR 97301.

**Proposal selection: FEBRUARY 12, 2020 to MARCH 20, 2020.**

**Approximate date of award: MARCH 20, 2020.**

All responses to this Solicitation become the property of the LOC. Proposers should mark those aspects of the proposal that they consider trade secrets and exempt from public disclosure. The LOC will not be held accountable if parties other than the LOC obtain material from proposal responses without the written consent of the Proposer(s).

4.1.4 Withdrawal of Proposal

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

## 4.2 REVIEW, INQUIRIES AND NOTICES:

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

**LEAGUE OF OREGON CITIES  
1201 Court St. NE  
Suite 200  
Salem, OR 97301**

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

**LEAGUE OF OREGON CITIES  
c/o Procurement Coordinator  
1201 Court St. NE  
Suite 200  
Salem, OR 97301**

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

**Procurement Coordinator**

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

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

#### 4.2.2 Proposal Interpretation of the RFP Documents and Issuance of Addenda

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

**LEAGUE OF OREGON CITIES**  
**c/o Procurement Coordinator**  
**1201 Court St. NE**  
**Suite 200**  
**Salem, OR 97301**

Any request for clarification or interpretation must be received at least ten (10) calendar days prior to the RFP date of closing.

The LOC is not responsible for any explanation, clarification, interpretation, or approval made or given in any manner, except by addenda. Addenda, if necessary, will be issued not later than five (5) days prior to the RFP date of closing by publication on the LOC's web site and NPPGov website.

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

#### 4.3 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS:

Proposers are to provide two (2) hard copies and two (2) electronic copies of the complete proposal. Each electronic copy is to be submitted on a USB flash drive with the core response in a file less than 10 MB, when possible. Electronic files may be used by the Evaluation Committee so they should be organized and named in an easy to understand manner. Proposers are to address proposals identified with return address, RFP number and title in the following manner:

**LOC "PUBLIC SAFETY MEDICAL SUPPLIES, EQUIPMENT &  
 MONITORS RFP" #1935**  
**LEAGUE OF OREGON CITIES**  
**c/o Procurement Coordinator , Contract Manager**  
**1201 Court St. NE**  
**Suite 200**  
**Salem, OR 97301**

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

days from the RFP date of closing.

#### 4.4 EXCEPTIONS AND DEVIATIONS TO THE RFP

The Proposer shall identify and list all exceptions taken to all sections of this RFP and list these exceptions, referencing the section (paragraph) where the exception exists and stating the proposed revision. The Proposer shall list these exceptions under the heading, "Exception to the Solicitation, RFP Number 1935." Exceptions not listed under the heading "Exception to the Solicitation, RFP Number 1935." shall be considered invalid. The LOC reserves the right to reject exceptions, render the proposal non-responsive, enter into negotiation on any of the Proposer exceptions, or accept any or all exceptions.

The Proposer shall detail any and all deviations from specifications, if any, contained in this Solicitation and Attachments, as requested. The LOC may accept or reject deviations, and all LOC decisions shall be final.

#### 4.5 RESPONSE FORMAT AND CONTENT:

To aid in the evaluation, it is desired that all proposals follow the same general format. The proposals are to be submitted in binders and have sections tabbed as follows:

4.5.1 Letter of Transmittal

4.5.2 Table of Contents

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

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

4.5.5 Qualifications – This section shall describe the Proposer's ability and experience related to the programs and services proposed.

4.5.6 Exceptions to the Solicitation, RFP Number 1935.

4.5.7 PRICING SCHEDULE ("ATTACHMENT D").

4.5.8 PROPOSER PROFILE WORKBOOK ("ATTACHMENT B").

4.5.9 Complete, Current Catalog Pricing shall be submitted on a USB flash drive.

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

4.5.11 Signed Addenda, if any.

4.5.12 Proposal Final Certification.

## 5.0 **EVALUATION AND POST SUBMISSION**

### 5.1 EVALUATION OF PROPOSAL – SELECTION FACTORS:

LOC will evaluate each Proposal and prepare a scoring of each Proposal. Each Proposal received and reviewed shall be awarded points under each criterion solely on the judgment and determination of the

Evaluation Committee and the LOC. There is a maximum score of 500 points and Proposer's average total score must be at least 200 points for consideration of an award. Proposals will be evaluated on the following criteria and further defined in the Proposal Evaluation Form (ATTACHMENT E) utilizing the point system indicated on the form:

1) Pricing 2) Product Line (within each category) 3) Marketing 4) Customer Service 5) Proven Experience & References 6) Coverage 7) Conformance

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

5.1.1 Additional criteria/preferences that are not necessarily awarded points.

5.1.1.1 Pursuant to ORS 279A.128, Lead Contracting Agency shall give preference to goods fabricated or processed within state or services performed within state.

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

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

5.1.1.4 Lead Contracting Agency shall consider proposals for printing, binding and stationary work in accordance with ORS 282.210, incorporated herein by this reference.

5.1.1.5 Proposer shall comply with all federal, state and local laws applicable to the work under the Master Price Agreement awarded as a result of this Solicitation, including, without limitation, the provisions of ORS 279A and ORS 279B, including those provisions set forth on "ATTACHMENT F", attached hereto and incorporated herein by this reference.

5.1.1.6 Pursuant to Section 1.7, the Lead Contracting Agency encourages Minority and Women-owned Small Business Proposers to submit proposals.

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

5.2.1 The Request for Proposal does not commit the LOC to award a Master Price Agreement for the products or services specified within the Request for Proposal document. The LOC may cancel the procurement or reject any or all proposals in accordance with ORS 279B.100. Under no circumstance will the LOC pay the costs incurred in the preparation of a response to this request.

5.2.2 The LOC reserves the right to:

5.2.2.1 Accept or reject any or all proposals and proposal terms and conditions received as a result of the Request for Proposals;

5.2.2.2 Accept a proposal and subsequent offers for a Master Price Agreement from proposer(s) other than the lowest cost proposer;

5.2.2.3 Waive or modify any irregularities in proposals received after prior notification to the Proposer(s).

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

## 5.3 PROTEST PROCESS

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

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

## 5.4 NON-ASSIGNMENT

If a Master Price Agreement is awarded, Proposer shall not assign the Agreement in part or in total.

## 5.5 POST AWARD MEETING:

The successful Proposer(s) may be required to attend a post-award meeting with the LOC to discuss the terms and conditions of the Master Price Agreement.

## 5.6 PROPOSAL FINAL CERTIFICATION

The Proposer must certify the following:

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

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

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

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

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

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

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

**ATTACHMENT A**

**INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

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

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



## ATTACHMENT B

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

#### 1.0 GENERAL QUESTIONS:

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

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

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

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

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

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

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

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

**2.0 ABOUT PROPOSER:**

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

**3.0 DISTRIBUTION SYSTEM:**

3.1 Describe distribution of products and/or services available in Proposer’s response through Proposer’s distribution system (including Alaska and Hawaii), including any limitations. [Insert response in box below]
3.1.A Is it your intent to offer the proposed products and/or services through a designated distribution/dealer network, indicate “yes” or “no” below?

YES <input type="checkbox"/> NO <input type="checkbox"/>
3.2 Provide Proposer’s shipping and delivery policy, including standard delivery time and any options and costs for expedited delivery and return policies. [Insert response in box below]
3.3 Third party and/or subcontracting may be allowed. If applicable, detail the sub-contracting process (ordering, shipment, invoicing, billing) for those products not carried in Proposer’s distribution center. Alternatively, if proposer utilizes a third-party ordering, shipment, invoicing or billing partner, please describe in detail. [Insert response in box below]
3.4 What is Proposer’s backorder policy? Is your policy to classify as “immediate or cancel” (requiring the Participating Agency to reorder if item is backordered) or “good until cancelled”? [Insert response in box below]
3.5 Indicate whether the Proposer has any dealer or distributors that are authorized to fulfil purchases? Yes                  No                  [Circle one]
3.6 If answered yes to 3.5, include a copy of or link to authorized dealers or distributors.

**4.0      MARKETING:**

4.1 Outline Proposer’s plan for marketing the Products and Services to the Participating Agencies on a local and national basis. Include any marketing incentives such as committed dollars for advertising, conferences/travel and custom marketing materials. [May attach marketing plan or insert response in box below]
4.2 Explain how Proposer will educate its local and national sales force about the use of the Master Price Agreement. [Insert response in box below]
4.3 Indicate the Proposer’s willingness to allow training to its local and national sales force about the

use of the Master Price Agreement. [Insert response in box below]

**5.0 POINT OF CONTACT:**

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

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

**6.0 CUSTOMER SUPPORT SERVICES:**

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

6.1 Auditing for order completeness. [Insert response in box below]						
6.2 Replacement policy (i.e., damaged or defective goods). [Insert response in box below]						
6.3 Minimum order requirement (e.g., Individual item vs. case lot). [Insert response in box below]						
6.4 Customer service hours/days of operation [Insert response in boxes below]						
Monday:	Tuesday:	Wednesday:	Thursday:	Friday:	Saturday:	Sunday:
6.5 Special Orders. [Insert response in box below]						
6.6 Post sale services issues. [Insert response in box below]						
6.7 Repair services, including repair warranty programs, if any. Proposer shall identify, where applicable, authorized factory repair facilities that will honor the warranty of items on contract. [Insert response in box below]						
6.8 Technical support services Proposer provides. [Insert response in box below]						

6.9 Product substitution policy. [Insert response in box below]						
6.10 Identify trade-in program criteria (if applicable). [Insert response in box below]						
6.11. After hours service (including weekends and holidays) [Insert response in boxes below]						
Monday:	Tuesday:	Wednesday:	Thursday:	Friday:	Saturday:	Sunday:
6.12 Shipment tracking. [Insert response in box below]						
6.13 Back order tracking process. [Insert response in box below]						
6.14 Return Item process, including any/all associated fees (e.g., restocking, shipping, turnaround time on returns). [Insert response in box below]						
6.15 Electronic billing. [Insert response in box below]						
6.16 Explain how Proposer will resolve complaints, issues, or challenges. [Insert response in box below]						
6.17 Other services not already covered. [Insert response in box below]						

**7.0 DELIVERY AND FREIGHT CHARGES:**

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

**8.0 VENDOR TERMS AND CONDITIONS.**

8.1 Does Proposer require that customers/Participating Agencies agree to standard terms and conditions related to their purchase?      Yes      No      [Circle one]
8.2 If answered yes to 8.1, include a copy of or link to terms and conditions.

**9.0 WARRANTY INFOMATION:**

9.1 Identify warranty options, if applicable. [Insert response in box below]

**Exhibit 1**

**PUBLIC SAFETY MEDICAL SUPPLIES, EQUIPMENT & MONITORS Coverage**

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

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

RHODE ISLAND			
SOUTH CAROLINA			
SOUTH DAKOTA			
TENNESSEE			
TEXAS			
UTAH			
VERMONT			
VIRGINIA			
WASHINGTON			
WEST VIRGINIA			
WISCONSIN			
WYOMING			



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

**Exhibit 2**

**Declaration of Non-Collusion**

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

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

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

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

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

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

## ATTACHMENT C

### SPECIFICATIONS

#### PUBLIC SAFETY MEDICAL SUPPLIES, EQUIPMENT & MONITORS

These specifications are intended to cover the complete range of PUBLIC SAFETY MEDICAL SUPPLIES, EQUIPMENT & MONITORS. Several categories are included below but are in no means intended to limit the Proposer to responding to just these categories if there are other related products and services that Proposer would like to be considered for the award. Proposers should respond with pricing for all products and services they wish to be considered in the evaluation for a possible award and master price agreement.

The following categories are provided to indicate the intended extent of the RFP but do not necessarily represent the format of the Proposer's response. Proposers may combine any and all categories and elements in a format that is most appropriate to represent their business in their response.

**NOTE: Proposers are not required to respond to all categories.** Proposals will only be evaluated based on the categories to which they respond.

#### **CATEGORY 1: MEDICAL PRODUCTS AND SUPPLIES**

Including, but not limited to, the medical products and supplies needed and used by Public Safety professional to care for, treat and transport patients with medical conditions. Below are a non-exhaustive list of the products and supplies applicable to be included in a vendor's submission.

- Airway
  - Video Laryngoscope
  - Suction Equipment
- Bags and Cases
  - Equipment Bags/Cases
  - Specialty Bags/Cases
- Personal Protection Equipment (EMS)
- Fluid Administration/Vascular Access
  - Intraosseous Access
  - Solutions Sets
  - Intravenous Access
- Immobilization and Supplies
  - Traction Immobilization Devices
  - Vacuum Immobilization Devices
- Infection Control
  - Gloves
    - Nitrile
    - Exam Vinyl
  - Sharp Containers
- Instrumentation
- Kits

- First Aid Kits
- Specialty Kits
  - IV Start
  - Etc.
- Lights and Flashlights
- Linen
  - Reusable
  - Disposal
- Oxygen Delivery
- Patient Handling and Transport
- Resuscitation Equipment
  - Circulation Enhancing Devices
  - Mechanical Chest Compression
- Tactical Medicine
- Training and Simulation
- Trauma
- Vehicle Accessories
- WMP Preparedness
- Wound Care
  - Burn Care
  - Bleeding Control
    - Tourniquets
    - Hemostatic Agents

**CATEGORY 2: PHARMACEUTICALS**

Including, but not limited to, the pharmaceutical products used by Public Safety Professional in the care and treatment of their patients.

**CATEGORY 3: MEDICAL MONITORS, DEFIBRILLATORS AND DIAGNOSTICS**

Including, but not limited to, the various medical monitors, defibrillators (AEDs) and diagnostic products used by Public Safety Professionals in the care and treatment of their patients. Examples of such products are listed below:

- Defibrillation
- Patient Monitors
  - ECG
  - Etc.
- Thermometry
- Ultrasound

**CATEGORY 4: MEDICAL LIFE SUPPORT EQUIPMENT**

Including, but not limited to, Life Support Equipment used by Public Safety Professional in the care and treatment of their patients. Examples of such products are listed below:

- Medical Mechanical Ventilation Devices
- Intravenous Fluid Administration Devices

**CATEGORY 5: MEDICAL INVENTORY MANAGEMENT SYSTEMS**

Including, but not limited to, Services and options related to the inventory management, purchasing and tracking of products offered in other categories.

This may include:

- Medical Products Dispensing Devices
  - Vending Machines
- Cloud Based Inventory Systems
- On-premise Inventory Systems

**CATEGORY 6: INSTALLATION, SERVICE AND MAINTENANCE**

Including, but not limited to, Installation, Service and Maintenance of the above listed products and service.

**CATEGORY 7: OTHER**

Other PUBLIC SAFETY MEDICAL SUPPLIES, EQUIPMENT & MONITORS not included in other categories.

**ATTACHMENT D**

**PRICING SCHEDULE**

The intent is for each Proposer to submit their complete product line so that Participating Agencies may order a wide array of products and services as appropriate for their needs. Proposer is encouraged but is not required to respond to all categories. Proposer may suggest additional categories and sub-categories as applicable. Proposer may subcontract items Proposer does not supply.

The Proposer should not necessarily limit the proposal to the performance of the services in accordance with this document but should outline any additional services and their costs if the Proposer deems them necessary to accomplish the program.

Pricing and resulting relative discount to LOC and NPPGov membership shall be clearly delineated on each proposal. Contract admin fee (established in the “Requirements” Section of the RFP) may not be listed or charged as a separate line item to users of the contract. Contract pricing shall be based upon:

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

**EXAMPLE**

PUBLIC SAFETY MEDICAL SUPPLIES, EQUIPMENT & MONITORS	
Product Category	Percentage (%) off List Price* (OR fixed price if % off pricing is not available)
MEDICAL PRODUCTS AND SUPPLIES	
• AIRWAY	
• BAGS & CASES	
• PERSONAL PROTECTION EQUIPMENT (EMS)	
• FLUID ADMINISTRATION/VASCULAR ACCESS	
• IMMOBILIZATION AND SUPPLIES	
• INFECTION CONTROL	
• INSTRUMENTATION	
• KITS	
• LIGHTS & FLASHLIGHTS	
• LINEN	
• OXYGEN DELIVERY	
• PATIENT HANDLING AND TRANSPORT	
• RESUSCITATION EQUIPMENT	
• TACTICAL MEDICINE	
• TRAINING AND SIMULATION	
• TRAUMA	
• VEHICLE ACCESSORIES	
• WMP PREPAREDNESS	
• WOUND CARE	

PHARMACEUTICALS	
MEDICAL MONITORS, DEFIBRILLATORS AND DIAGNOSTICS	
MEDICAL LIFE SUPPORT EQUIPMENT	
MEDICAL INVENTORY MANAGEMENT SYSTEMS	
INSTALLATION, SERVICE AND MAINTENANCE	
OTHER	

**Options**

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

**Miscellaneous**

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

**ATTACHMENT E**

**PROPOSAL EVALUATION FORM**

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

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

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

**STEP 1**

**Proposal Responsiveness**

<b>Component</b>	<b>YES</b>	<b>NO</b>	
Submitted on time			
Company name and RFP number on outermost packaging			
Completed Proposer Profile Workbook (PPW)			
Included pricing structure			
Included references			
Proposal signed			
<b>Deemed Fully Responsive</b>	<b>YES</b>	<b>NO</b>	
Categorized as Local, Regional or National	Local	Regional	National



## Proposal Evaluation Form

### **STEP 2**

#### **Full Evaluation of Proposal**

##### Point Value Definitions

- (5) Exceeded Requirements - Compelling Detail, Showed Ability to Complete
- (4) Met Requirements - Thorough, Provided Supportive Material/Examples
- (3) Satisfied Requirements - Sufficient
- (2) Unclear if Requirements Met - Poor or Confusing
- (1) Did Not Comply with Requirements - Substandard or Blank

Component Evaluated	Weight	Possible Points (1-5)	Total Points (Weight x PP)	Evaluator's Comments
<u>Pricing</u> : Product price and discounts proposed included favorable pricing for cooperative purchasing. Shipping conditions. <i>PPW Section 7.0 and Pricing structure.</i>	25			Comments:
<u>Product Line (Score only categories proposed)</u> : Breadth, variety, quality of product line and innovation of products. Warranty availability. <i>PPW Section 9.0.</i>	15			Comments:
<u>Marketing</u> : Marketing plan to promote the resulting contractual agreement and ability to incorporate use of agreement in their sales system throughout indicated coverage region. Willingness to allow training of salesforce. <i>PPW Section 4.0.</i>	15			Comments
<u>Customer Service</u> : Support dedicated to Participating Agencies. Ability to meet promised delivery timelines. Additional services offered. Conduct e-commerce. <i>PPW Sub-Sections 2.3 &amp; 2.4 and Section 6.0.</i>	15			Comments:

<p><u>Proven Experience:</u> Success in providing products and services in a timely manner. Years in business, references and reputation. Experience with cooperative purchasing. <i>PPW Sub-Section 1.2.</i></p>	<p>15</p>			<p>Comments:</p>
<p><u>Coverage:</u> Ability to provide products and services for indicated coverage region including distribution, retail &amp; service facilities, coordination of manufacturer and distribution, and staff availability. Clearly states distribution model and provides dealer list if applicable. <i>PPW Section 3.0 and Exhibit 1.</i></p>	<p>10</p>			<p>Comments:</p>
<p><u>Conformance:</u> Completeness of proposal and the degree to which the Proposer responded to the terms and all requirements and specifications of the RFP. Followed the response format and content, was clear and easily understood. Provided Term's and Condition's, if applicable. <i>PPW Section 8.0 and 4.5 of RFP.</i></p>	<p>5</p>			<p>Comments:</p>
<p><b><u>TOTAL</u></b></p>	<p>100</p>			<p>General Comments:</p>

Name of Evaluator \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**ATTACHMENT F****OREGON REVISED STATUTES (AS MAY BE AMENDED) REQUIREMENTS**

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

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

- (12) Contractor certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.
- (13) Contractor certifies that it has not discriminated against minorities, women, emerging small business enterprises certified under ORS 200.055, or business enterprises owned or controlled by or that employ a disabled veteran in obtaining any required subcontractors.

**ATTACHMENT G  
WIPHE RESPONSE FORM**

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

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

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

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

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

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

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

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

**FOUR-YEAR UNIVERSITIES**

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

**COMMUNITY AND TECHNICAL COLLEGES:**

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

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

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





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

ST JOSEPH/MARQUETTE SCHOOL  
 STANWOOD SCHOOL DIST 410  
 STEVENS COUNTY  
 STEVENS COUNTY PUD  
 STILLAGUAMISH TRIBE OF INDIANS  
 SUMNER SCHOOL DISTRICT 320  
 SUNNYSIDE PORT OF  
 SUNNYSIDE SCHOOL DISTRICT 201  
 SUQUAMISH TRIBE  
 SW CLEAN AIR AGENCY  
 SWINOMISH TRIBE  
 TACOMA DAY CHILD CARE AND PRESCHOOL  
 TACOMA MUSICAL PLAYHOUSE  
 TACOMA PORT OF  
 TACOMA SCHOOL DISTRICT 10  
 TACOMA-PIERCE CO  
 TAHOMA SCHOOL DISTRICT 409  
 TERRACE HEIGHTS SEWER DISTRICT  
 THURSTON COMMUNITY TELEVISION  
 THURSTON COUNTY  
 THURSTON COUNTY CONSERVATION DIST  
 THURSTON COUNTY FIRE DISTRICT  
 TOPPENISH SCHOOL DISTRICT 202  
 TOUCHET SD 300  
 TRIUMPH TREATMENT SERVICES  
 TUKWILA SCHOOL DIST 406  
 TUMWATER SCHOOL DISTRICT 33  
 U S DEPARTMENT OF TRANSPORTATION  
 UNITED WAY OF KING COUNTY  
 UNIVERSITY PLACE SCHOOL DIST  
 UPPER SKAGIT INDIAN TRIBE  
 VAL VUE SEWER DISTRICT  
 VALLEY TRANSIT  
 VALLEY WATER DISTRICT  
 VANCOUVER PORT OF  
 VANCOUVER SCHOOL DISTRICT 37  
 VASHON ISLAND SCHOOL DISTRICT 402  
 VERA IRRIGATION  
 VETERANS ADMINISTRATION  
 VOLUNTEERS OF AMERICA  
 WA ASSOC OF SCHOOL ADMINISTRATORS  
 WA ASSOC SHERIFFS & POLICE CHIEFS  
 WA GOVERNMENTAL ENTITY POOL  
 WA LABOR COUNCIL AFL-CIO  
 WA PUBLIC PORTS ASSOCIATION  
 WA RESEARCH COUNCIL  
 WA ST ASSOCIATION OF COUNTIES  
 WA STATE PUBLIC STADIUM AUTHORITY  
 WAHIAKUM COUNTY  
 WALLA WALLA COLLEGE  
 WALLA WALLA COUNTY  
 WALLA WALLA COUNTY FIRE DISTRICT  
 WALLA WALLA PORT OF  
 WALLA WALLA SD 140  
 WASHINGTON ASSOCIATION  
 WASHINGTON COUNTIES RISK POOL  
 WASHINGTON FIRE COMMISSIONERS ASSOC

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

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

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

## ATTACHMENT H

### LOCAL GOVERNMENT UNITS BY STATE

#### Oregon's Incorporated Cities

ADAIR VILLAGE	DEPOE BAY	IONE	MYRTLE CREEK	SPRAY
ADAMS	DETROIT	IRRIGON	MYRTLE POINT	SPRINGFIELD
ADRIAN	DONALD	ISLAND CITY	NEHALEM	ST HELENS
ALBANY	DRAIN	JACKSONVILLE	NEWBERG	ST PAUL
AMITY	DUFUR	JEFFERSON	NEWPORT	STANFIELD
ANTELOPE	DUNDEE	JOHN DAY	NORTH BEND	STAYTON
ARLINGTON	DUNES CITY	JOHNSON CITY	NORTH PLAINS	SUBLIMITY
ASHLAND	DURHAM	JORDAN VALLEY	NORTH POWDER	SUMMERVILLE
ASTORIA	EAGLE POINT	JOSEPH	NYSSA	SUMPTER
ATHENA	ECHO	JUNCTION CITY	OAKLAND	SUTHERLIN
AUMSVILLE	ELGIN	KEIZER	OAKRIDGE	SWEET HOME
AURORA	ELKTON	KING CITY	ONTARIO	TALENT
BAKER CITY	ENTERPRISE	KLAMATH FALLS	OREGON CITY	TANGENT
BANDON	ESTACADA	LA GRANDE	PAISLEY	THE DALLES
BANKS	EUGENE	LAPINE	PENDLETON	TIGARD
BARLOW	FAIRVIEW	LAFAYETTE	PHILOMATH	TILLAMOOK
BAY CITY	FALLS CITY	LAKE OSWEGO	PHOENIX	TOLEDO
BEAVERTON	FLORENCE	LAKESIDE	PILOT ROCK	TROUTDALE
BEND	FOREST GROVE	LAKEVIEW	PORT ORFORD	TUALATIN
BOARDMAN	FOSSIL	LEBANON	PORTLAND	TURNER
BONANZA	GARBALDI	LEXINGTON	POWERS	UKIAH
BROOKINGS	GASTON	LINCOLN CITY	PRAIRIE CITY	UMATILLA
BROWNSVILLE	GATES	LONEROCK	PRESCOTT	UNION
BURNS	GEARHART	LONG CREEK	PRINEVILLE	UNITY
BUTTE FALLS	GERVAIS	LOSTINE	RAINIER	VALE
CANBY	GLADSTONE	LOWELL	REDMOND	VENETA
CANNON BEACH	GLENDALE	LYONS	REEDSPORT	VERNONIA
CANYON CITY	GOLD BEACH	MADRAS	RICHLAND	WALDPORT
CANYONVILLE	GOLD HILL	MALIN	RIDDLE	WALLOWA
CARLTON	GRANITE	MANZANITA	RIVERGROVE	WARRENTON
CASCADE LOCKS	GRANTS PASS	MAUPIN	ROCKAWAY	WASCO
CAVE JUNCTION	GRASS VALLEY	MAYWOOD PARK	BEACH	WATERLOO
CENTRAL POINT	GREENHORN	MCMINNVILLE	ROGUE RIVER	WESTLINN
CHILOQUIN	GRESHAM	MEDFORD	ROSEBURG	WESTFIR
CLATSKANIE	HAINES	MERRILL	RUFUS	WESTON
COBURG	HALFWAY	METOLIUS	SALEM	WHEELER
COLUMBIA CITY	HALSEY	MILLCITY	SANDY	WILLAMINA
CONDON	HAPPY VALLEY	MILLERSBURG	SCAPPOUSE	WILSONVILLE
COOSBAY	HARRISBURG	MILTON-	SCIO	WINSTON
COQUILLE	HELIX	FREEWATER	SCOTT MILLS	WOOD VILLAGE
CORNELIUS	HEPPNER	MILWAUKIE	SEASIDE	WOODBURN
CORVALLIS	HERMISTON	MITCHELL	SENECA	YACHATS
COTTAGE GROVE	HILLSBORO	MOLALLA	SHADY COVE	YAMHILL
COVE	HINES	MONMOUTH	SHANIKO	YONCALLA
CRESWELL	HOOD RIVER	MONROE	SHERIDAN	This may not be a
CULVER	HUBBARD	MONUMENT	SHERWOOD	complete list of all
DALLAS	HUNTINGTON	MORO	SILETZ	Oregon cities, but all
DAMASCAS	IDANHA	MOSIER	SILVERTON	other Oregon cities
DAYTON	IMBLER	MT ANGEL	SISTERS	shall be incorporated
DAYVILLE	INDEPENDENCE	MT VERNON	SODAVILLE	by this reference.

**Hawaii's Counties**

Hawaii	Honolulu	Kalawao	Kaua'i	Maui
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Public Safety Medical Supplies,  
Equipment & Monitors  
League of Oregon Cities  
RFP# - 1935



February 11<sup>th</sup>, 2020



## Letter of Transmittal

League of Oregon Cities  
Procurement Specialist

To Whom it May Concern,

Life-Assist is one of the nation's largest distributors of emergency medical supplies, equipment and EMS pharmaceuticals. We pride ourselves on responding to the ever-changing needs of the EMS professional, and constantly strive to stay informed about the current procedures and equipment used in the pre-hospital environment. We offer quality products at competitive prices. Contact information below.

Life-Assist, Inc.  
11277 Sunrise Park Drive  
Rancho Cordova, CA. 95742  
(800) 824-6016  
[Quotes@Life-Assist.com](mailto:Quotes@Life-Assist.com)

Life-Assist has a clear understanding of the specifications in the scope of work outlined in this proposal. As the largest Emergency Medical supply distributor located in the Western United States, Life-Assist will provide quality medical supplies and delivery in the timeframe requested. Life-Assist is an authorized distributor for all the medical supplies we provide, and we are fully licensed in California and Oregon to sell pharmaceuticals. Copies of those licenses are provided in our response.

The key representatives and who are the main contacts for the League of Oregon Cities for this proposal are as follows:

- Chad Marsh – Account Manager
- Cherie Prior – US Sales Director, West
- Cherise Akers – Contracts Manager
- Debbie Lang – Customer Care Manager

This proposal will remain valid for no less than Sixty (60) days as requested by the solicitation. We look forward to working with The League of Oregon Cities on this opportunity.

Corey Farrar  
Contract Specialist  
(800) 824-6016 x168

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## SECTION 1: CAPACITY TO PERFORM

### About Life-Assist

Stan Davis founded Life-Assist in 1977 to provide first responders with the same attention and dedication that they devote to others. He introduced the company mission "Helping Heroes Save Lives," based on this concept, which drives everything we do. We consistently deliver exceptional service, because at Life-Assist, the customer ALWAYS comes first.

This differentiator sets Life-Assist apart from other EMS distributors. Life-Assist cares about its customers and it shows. Even in today's digital age, no phone trees exist at Life-Assist. Friendly and knowledgeable customer care associates greet our customers personally and exceed their expectations by taking the time to listen and satisfy their specific needs with the highest quality solutions. For more than 40 years, this emphasis on customer satisfaction has established our company as one of the nations' largest distributors of EMS supplies.

Features of Life-Assist's exceptional service include:

#### **CUSTOMER SERVICE ADVANTAGE**

- Customers always greeted by one of our trained and knowledgeable customer care representatives when calling during business hours; no phone trees
- "Best-in-industry" full-service website, making it easy to order EMS supplies, with the opportunity to provide ordering oversight within EMS agencies

#### **SHIPPING BENEFITS**

- Orders ship complete 97.3% with 99.6% accuracy rate with free freight
- Same Day Shipping when orders are placed by 4 p.m. PST
- Standard 2 to 3-day delivery to anywhere in the US

#### **ORDERING EASE**

- Internet based, on demand custom ordering system for authorized League of Oregon Cities personnel designated for each fire station that features detailed on demand online reporting
- Streamlined ordering process

#### **PRODUCT VALUE**

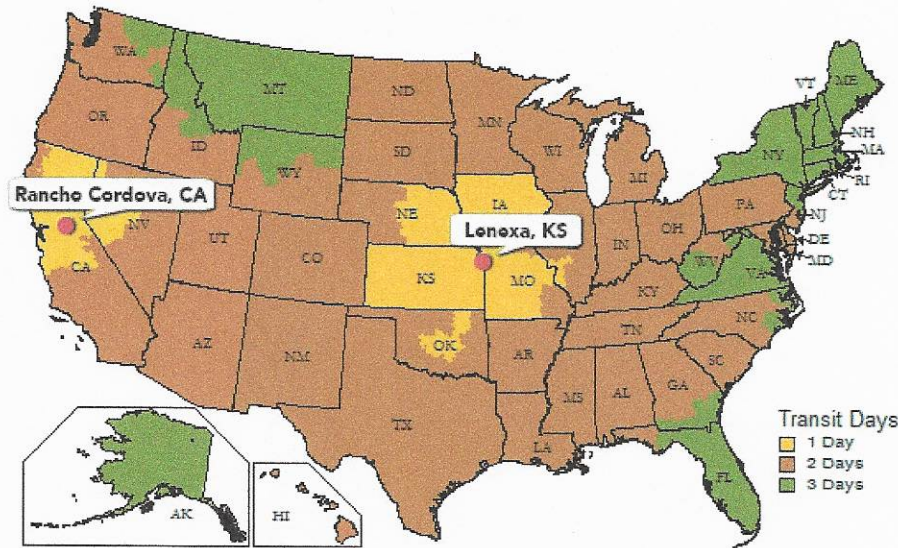
- Full line of Quality EMS and pharmaceutical products with Best Value pricing
- All manufacturer warranties honored, and any warranty issues facilitated
- Regular business reviews conducted with low cost options provided



## Delivery and Distribution

### Locations

With 2 distribution centers, one located at our headquarters in Rancho Cordova, CA, and the other in Lenexa, KS, Life-Assist offers 2 to 3-day delivery across the United States. The California distribution center will be the primary warehouse for your agency, providing 2-day delivery. All orders placed by 4pm PST will



**Life-Assist Distribution**

ship out the same day they are placed. Life-Assist primarily ships UPS, however, large shipments may be sent by a freight carrier. All standard ground orders are shipped with free freight. Expedited shipping is available upon request.

### Inventory

Life-Assist utilizes an electronic warehouse management system for inventory control and tracking customer allocations, lot numbers and expiration dates for all the products we provide. Manual adjustments are made as needed.

### Distribution and Delivery Process

Stock availability is clearly indicated on our website. When an order is placed, a confirmation email is sent to the email login address used to complete the order. The confirmation includes any items not in stock at the time the order is being processed (if applicable) and provides an estimated availability date. Our Customer Care advisors also provide verbal notification of stock availability by phone if the order is called in.

The shipping location is identified, and an order number is generated. Each order is processed independently, ensuring it is shipped to its specified address. As most of our customers have numerous locations, this system ensures multiple shipping locations are never an issue.

Once an order ships from our warehouse, an invoice is immediately generated for the items shipped. We have a **97.3%** fill rate and adapt our inventory levels according to the needs of our customers to ensure backorders are kept to a minimum. Invoices are sent according to the method requested. In the unlikely case of invoice, product or backorder issues, mis-shipments, etc., the Customer Care department will address them immediately.

## Expiration Dates

All items are shipped with a minimum 12-month expiration date. Should an item be available with less than a 12-month expiration date, customers are notified at the time of order and their approval is required prior to shipment. The Life-Assist website also provides detailed expiration information on any products that do not reach the 12-month minimum policy.

## Warranty

Life-Assist is an authorized distributor for all items we provide. We honor all manufacturer warranties and will help facilitate any warranty issues that may arise.

## Customer Service

At Life-Assist, we establish relationships with customers built on trust and make customer care our top priority. We have a large network of real people dedicated to direct customer support - including local account managers strategically placed throughout the US. We believe our customers' time is valuable, and if they call us during our working hours, we should pick up the phone. Our knowledgeable and friendly Customer Care Advisors help our customers find the best products at competitive prices and make sure the products arrive quickly with same-day shipping. We provide the service, along with the tools and support to help those in EMS to do their job.

## Hours of Operation

Life-Assist's official hours of operation are from 7am to 5pm Monday through Friday in the Pacific Time zone, from 9am to 7pm in the Central Time zone and from 10am to 8 pm in the Eastern Time zone. We are available 24 hours a day/7 days a week in the case of an emergency.

## SECTION 2: DISASTER PLAN

### Disaster Recovery Plan

#### Disaster Support

Customers can sign up for Life-Assist's emergency disaster support program by sending an email to [DisasterSupport@life-assist.com](mailto:DisasterSupport@life-assist.com). This email address is located on our website under the Emergency Disaster Support tab: <https://www.life-assist.com/Info/DisasterSupport>.

Once signed up, a 24-hour emergency number will be provided to use in the event of a disaster. Our emergency number is linked to several managers with 24-hour access to our warehouses and to those key manufacturers that are committed to providing disaster relief.

#### Emergency Procedures

When an emergency occurs, our managers mobilize operations teams to pack and ship supplies in the most expedient manner via the best available method to ensure the fastest reaction times and quick delivery of the EMS supplies needed.

- Orders will be shipped from our strategically located warehouses using whatever means necessary, including helicopter, airplane, UPS Express Critical and private courier services
- As a result of our strong relationship with key manufacturers, we can also provide the option of direct delivery from their warehouses
- In the case that one of the Life-Assist warehouses cannot be accessed, all orders will be redirected to the other warehouse, ensuring continuous service

#### Contact Information

- Emergency phone number after business hours: 916-949-7574  
Phone number during business hours: 800-824-6016
- Emergency Disaster Support tab on website:  
<https://www.life-assist.com/Info/DisasterSupport>
- Email address to join Life-Assist's Disaster Recovery Program:  
[DisasterSupport@life-assist.com](mailto:DisasterSupport@life-assist.com)

#### Alliances/Track Record/Experience

Life-Assist is listed as a prime vendor for the California Office of Emergency Services (OES) to respond to emergency disasters within the State of California.

We have a proven record of helping in disasters such as: 9/11, Katrina, Joplin, Oklahoma City Bombing, Hurricane Harvey and several of the national and California wildfires.

## SECTION 3: RISK & RISK MITIGATION

### Risk and Risk Mitigation Plan

Any risks in association with our support of the League of Oregon Cities, regarding the ability to provide products and equipment, have been taken into consideration. We have a plan in place to address possible risks and to ensure that the products needed, especially during a national emergency, will be available.

Life-Assist's Risk and Risk Mitigation is outlined below.

- Products are inventoried in two locations: Rancho Cordova, CA and Lenexa, KS; this mitigates the risk, in the event that a single facility could become inoperable
- Products can be delivered via UPS or FedEx the next business day from either of our inventory locations, or directly from the manufacturer
- Like products are sourced from multiple manufacturers, mitigating risk against product unavailability or manufacturer disruption. For ex., there are several sources for pharmaceuticals including Cardinal, Pfizer, IMS, SAS, BBraun, ICU Medical, etc.
- Local account manager, Chad Marsh, in your area is always available to serve your needs
- Our warehouse management system includes a backup system/procedure in the event of software failure; we will still be able to pick and ship orders even if the software management system fails
- We provide a phone number that will be answered 24/7 in the event of an emergency need for product

Life-Assist has a long history of providing emergency support to fire departments and first responders across the country. We place the highest priority on making sure products and equipment arrive in a timely fashion where they are needed most. We will allocate inventory to emergency situations first and take any steps necessary to deliver in a highly expedited manner.

## SECTION 4: ORDER INFORMATION

As one of the nation's largest distributors of emergency medical supplies, equipment and EMS pharmaceuticals, we pride ourselves on responding to the ever-changing needs of the EMS professional and constantly strive to stay informed about the current procedures and equipment used in the pre-hospital environment. Our mission is to ensure complete satisfaction with the ordering experience and to provide medical equipment and supplies to EMS providers with honesty, integrity and outstanding customer service. Should a problem arise, our customer service team will promptly resolve the issue.

Our customers can always count on multiple options for order placement:



### INTERNET

Orders can be placed, and pricing verified 24 hours a day, 7 days a week on our website [www.life-assist.com](http://www.life-assist.com)

Custom online ordering has been created for City of Portland Fire and Rescue.



### EMAIL

Orders may be emailed to our customer care department at [customerservice@life-assist.com](mailto:customerservice@life-assist.com)



### OPERATIVE IQ

Life-Assist is fully integrated with Operative IQ, so orders can be submitted, and pricing verified on this platform



### PHONE

Our toll-free number is 800-824-6016. Knowledgeable and friendly customer care representatives are available to take your call Monday-Friday, 7:00am – 5:00pm PST.



### ONLINE CHAT

Our new online chat feature allows orders to be placed and questions to be answered via the online chat.



### FAX

Orders can be faxed to our office 24 hours a day, 7 days a week at 800-290-9794



### MAIL

Orders can be mailed to our office:  
Life-Assist, Inc., 11277 Sunrise Park Drive, Rancho Cordova, CA 95742

**Orders placed by 4:00pm PST are shipped the same day they are received.**

Our customers receive an email confirmation with notification of any items not in stock, including an estimated fulfillment date and tracking number. Under no circumstance will Life-Assist substitute products without the customer's written authorization.

## CSOS Controlled Substance Ordering System

The Controlled Substance Ordering System (CSOS) was developed by the Drug Enforcement Administration (DEA) for the electronic transmission of Class II controlled substances orders. It is the only allowance for electronic ordering of Class II controlled substances. CSOS eliminates the paper order forms (DEA Form 222) which are often seen as a major inconvenience. Errors and incomplete forms create major delays in the processing of those orders; CSOS will allow orders to be processed more quickly.

## General Returns Policy

We want you to be 100% satisfied with your purchase. If a product does not meet your specifications, you may return the item in its original packaging, in resalable condition, within 30 days for full credit.

Prior to returning any purchase, please contact customer service at [\(800\) 824-6016](tel:800-824-6016) or email [CustomerService@life-assist.com](mailto:CustomerService@life-assist.com) to obtain a return authorization number. To expedite the process, have your shipping or invoice document available for reference.

*Returned merchandise must be sent freight prepaid and received in new, resalable condition.*

If a damaged shipment is received, please note the extent of the damage to the carrier at the time of delivery. Keep all boxes and packaging materials. Immediately contact customer service at (800) 824-6016 or email [CustomerService@life-assist.com](mailto:CustomerService@life-assist.com).

*Damage claims must be made within 5 days of receipt of merchandise.*

## Returns Policy for Special Orders

Some goods, such as special-order items and items over 90 days old, etc. may not be eligible for credit. If we make an error in filling or shipping your order, we will promptly rectify the issue at no cost to you. Please note that refrigerated items cannot be returned.

## SECTION 5: SUPPORT

Life-Assist offers an extensive support system to our customers, starting at the local level. Our local account managers build long-lasting business relationships based on mutual trust and respect. They provide face to face interaction, listen to your needs and expectations and find the right solution.



**Bryan Holliday, Vice-President of Sales - National Contact**

With 30 years of experience in sales and extensive knowledge of the industry, Bryan is an EMS customer care expert. Bryan leads the EMS specialized sales team, along with our customer care division, contracts and product teams. Bryan is also a member of the Emergency Disaster Support Team.



**Chad Marsh, Account Manager - Local Contact**

Chad's experience in the EMS industry spans 20 years. He creates relationships with customers and provides valuable information relating to products, protocols and procedures that are being utilized in the industry. Chad ensures that his customers receive the quality products they need at the best possible price. He is a natural problem solver who resolves all customer concerns quickly and efficiently.



**Debbie Lang, Customer Care Manager**

Debbie and her team of exceptionally knowledgeable and friendly customer care advisors are available to answer any questions, take and track orders, as well as handle any order or product issue that may occur during the work week. You can contact Debbie and her team Monday through Friday, from 7am to 5 pm. They are happy to assist you.



**Cherise Akers, Contracts Manager**

Cherise manages contracts and ensures compliance. She has decades of experience in the EMS industry and her wealth of knowledge in this field is an asset to all Life-Assist customers. Cherise will resolve any pricing issue or concern quickly and efficiently.

For any other questions or concerns, please call Life-Assist's toll-free number 800-824-6016. The customer care advisors will be happy to help you directly or forward your call to the person that can best fulfill your needs. Your questions will be answered promptly.

## References



### Eugene Fire and EMS

Contact Name: Tere Miller  
Phone: (541) 682-7170  
Email: [teresa.f.miller@ci.eugene.or.us](mailto:teresa.f.miller@ci.eugene.or.us)  
Address: 1010 Oak Steve Auferoth Eugene, OR 97401  
Annual value: \$250,000  
Customer since: 9/2017



### Riverside County Fire

Contact Name: Shawn Bierle  
Phone: (951) 840-8011  
Email: [shawn.bierle@fire.ca.gov](mailto:shawn.bierle@fire.ca.gov)  
Address: 16902 Bundy Ave  
Riverside, CA 92518  
Annual Value: \$850,000.00  
Customer since: 7/2009



### City of Tucson

Contact Name: Joe Gulotta  
Phone: (520) 837-7017  
Email: [Joe.Gulotta@tucsonaz.gov](mailto:Joe.Gulotta@tucsonaz.gov)  
Address: 255 W Alameda  
Tucson, AZ 85726  
Annual Value: \$600,000.00  
Customer since: 10/2016

### City of Columbus



Division of Fire  
Contact Name: Scott Ellis  
Phone: (614) 221-3132 Ext 75987  
Email: [seellis@columbus.gov](mailto:seellis@columbus.gov)  
Contact Name 2: Darren Fuller  
Phone: (614) 221-3132 Ext 75961  
Email: [dsfuller@columbus.gov](mailto:dsfuller@columbus.gov)  
Address: 4252 Groves Road  
Columbus, OH 43232  
Annual Value: \$700,000.00  
Customer since: 6/2019

### Tualatin Valley Fire & Rescue



Contact Name: Jess Fuellas  
Phone: (503) 259-1297  
Email: [fuellajj@tvfr.com](mailto:fuellajj@tvfr.com)  
Address: 20665 SW Blanton St  
Beaverton, OR 97007  
Annual Value: \$175,000  
Customer since: 3/2017



## Testimonials

Customers are amazed by our service. Please see our online testimonials <https://www.life-assist.com/Info/Testimonials>. You can review a sampling of our many testimonials below.

"I have been doing business with Life-Assist for more than 10 years. They have been rock-steady on their service. The bench mark of a great company is a high level of service and low turnover of employees. Not only do they meet my needs, but I am always greeted with a smile and a friendly atmosphere. Thank you, Life-Assist staff for all your hard work and service over the years, you guys are top notch."

*Ken Whipple VP TLC Transportation Inc., CA*

"I wanted to thank you for the great customer service, product selection, pricing and fast shipping that you provide. As an EMT and Life-Assist customer for over eight years, I have always received the best possible service. On several occasions I've called your customer service reps to look for a particular item and they have been courteous, professional and timely. Your quick shipping (often shipping within 24 hrs) is essential for our public safety needs. Thank you."

*Kirk S. of CA State Parks - Ocotillo Wells SVRA, CA*

"As the purchasing agent for ABC Ambulance, your entire staff has been outstanding to work with. This is the reason I contacted you for my personal business and not [one of your competitors]. Saving money is important but how you serve others is more important to me. Keep up the good work."

*Jim N. of Specialty events and medical training solutions, AZ*

"Best customer service EVER! Thank you all!"

*Tere M. of Eugene Springfield Fire, OR*

"LAUREN GRAY AND CHAD MARSH. Awesome customer service and timely response to our questions about needs and inventory. This was one of the fastest and timely response I have gotten and the attention to detail with multiple options to meet your needs was exceptional. These two deserve a big hand and a thank you such amazing customer service. Job well done."

*Bryan S. of Crook County Fire and Rescue, OR*

Life-Assist is simply the best for one reason and one reason only, their people. The staff at Life-Assist consistently demonstrates their dedication and desire to stop at nothing when it comes to satisfying my medical equipment needs. I have done business with Life-Assist as a member of multiple agencies and always enjoy the peace of mind that comes from knowing I can rely on them when it really matters. Thank you for all that you do,

*Ebin L. of Event Medical Solutions Unlimited, Colorado*

# Life-Assist, Inc. Online Ordering Features

## Pricing

- **Access your agency's bid pricing online, 24/7.** When placing an order, the pricing established for your agency will appear in red and you will have the ability to add items at a discounted price if you choose.
- **Access a complete listing of your pricing.**
- **Request quotes online, 24/7. Ability to request a quote online**

## Shopping Carts

- **Save your cart.** You can save your cart with a simple click of a button! This allows you the flexibility to return at a later date when you have the time to complete your order.
- **Submit your cart for review.** Send your cart to another for ordering authorization or review!
- **Submit your cart for quote.** Does your agency require multiple quotes on items prior to purchasing? You can submit a cart to us as a quote request and receive a response in one business day or less!

## Supply Lists

- **Multiple supply lists.** Need to manage different supply needs? No problem - you can create as many supply lists as you need.
- **Browse and search your lists.** With a click of a link, you can browse your list by Product Categories, or use our simple search feature to find what you are looking for.
- **Print and download.** Need to do an inventory from your supply list? No problem, print or download your supply list, write down your quantities and you are good to go!
- **Add user defined fields.** Do you use internal product codes or designate items as reimbursable? You can add a custom field to your supply list to track these requirements.

## Account History

- **Review account activity.** Multiple sort options are available; including sort by purchase order number, who placed the order, order amount and amount due. Want to know how many cervical collars you purchased? It's simple!
- **Backorder status.** Want to receive an estimated shipping date on a backordered item? It's just one click away!
- **Track your order.** With a click of a link you can automatically track the status of your order!

## LA MASTER™ ADMINISTRATOR

- The ability to manage multiple users, shipping addresses, orders and accounts all under one interface. Contact us at [websupport@life-assist.com](mailto:websupport@life-assist.com) and we'll set you up!

## ATTACHMENT D

### PRICING SCHEDULE

The intent is for each Proposer to submit their complete product line so that Participating Agencies may order a wide array of products and services as appropriate for their needs. Proposer is encouraged but is not required to respond to all categories. Proposer may suggest additional categories and sub-categories as applicable. Proposer may subcontract items Proposer does not supply.

The Proposer should not necessarily limit the proposal to the performance of the services in accordance with this document but should outline any additional services and their costs if the Proposer deems them necessary to accomplish the program.

Pricing and resulting relative discount to LOC and NPPGov membership shall be clearly delineated on each proposal. Contract admin fee (established in the "Requirements" Section of the RFP) may not be listed or charged as a separate line item to users of the contract. Contract pricing shall be based upon:

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

#### EXAMPLE

PUBLIC SAFETY MEDICAL SUPPLIES, EQUIPMENT & MONITORS	
Product Category	Percentage (%) off List Price* (OR fixed price if % off pricing is not available)
MEDICAL PRODUCTS AND SUPPLIES	31%
• AIRWAY	31%
• BAGS & CASES	31%
• PERSONAL PROTECTION EQUIPMENT (EMS)	31%
• FLUID ADMINISTRATION/VASCULAR ACCESS	31%
• IMMOBILIZATION AND SUPPLIES	31%
• INFECTION CONTROL	31%
• INSTRUMENTATION	31%
• KITS	31%
• LIGHTS & FLASHLIGHTS	31%
• LINEN	31%
• OXYGEN DELIVERY	31%
• PATIENT HANDLING AND TRANSPORT	31%
• RESUSCITATION EQUIPMENT	31%
• TACTICAL MEDICINE	31%
• TRAINING AND SIMULATION	15%
• TRAUMA	31%
• VEHICLE ACCESSORIES	31%
• WMP PREPAREDNESS	31%
• WOUND CARE	31%

PHARMACEUTICALS	31%
MEDICAL MONITORS, DEFIBRILLATORS AND DIAGNOSTICS	31%
MEDICAL LIFE SUPPORT EQUIPMENT	31%
MEDICAL INVENTORY MANAGEMENT SYSTEMS	31%
INSTALLATION, SERVICE AND MAINTENANCE	15%
OTHER	31%

**Options**

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

**Miscellaneous**

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

## ATTACHMENT B

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

#### 1.0 GENERAL QUESTIONS:

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

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

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

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

Agency name and address

Contact name, phone and **email**

Description of products/services sold and date.

\*\*See attached

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

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

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

**2.0 ABOUT PROPOSER:**

2.1 State of incorporation:	California
2.2 Federal Tax Identification Number:	94-2440500
2.3 If applicable to the product(s) and/or service(s), describe the Proposer's ability to conduct E-commerce or online ordering. [Insert response in box below]	
Life-Assist's website is designed to make ordering easy. All products are on the website at the pricing established. Quotes can be submitted, carts can be sent for review and our chat feature has become extremely popular. Life-Assist also integrates with Operative IQ. ***See attached features	
2.4 Describe Proposer's system for processing orders from point of customer contact through delivery and billing. [Insert response in box below]	
When orders are placed, they are assigned a unique order number. This order number is used to pull the ship the order and then an invoice is generated, billing for all items that are shipped. Invoices are sent out according to the preferences assigned to the account. Since all orders have a unique order number, there is no way to double invoice for the same order. 2-3 day delivery.	
2.5 Describe Proposer's ability to provide detailed electronic reporting of quarterly sales correlated with NPPGov Member ID numbers of Participating Agency purchases as set forth in Addendum A to Vendor Administration Agreement (VAA), a copy of which is available upon request from the LOC. [Insert response in box below]	
Life-Assist has standard reports available Online. We have an internal IT team that can customize any reports needed and we have a process in place to automatically send those monthly or quarterly.	
2.6 Describe the capacity of Proposer to meet Minority and Women Business Enterprises (MWBE) preferences, which may vary among Participating Agencies. [Insert response in box below]	
Life-Assist is a woman-owned business, however we do not have a certification.	
2.7 Proposer acknowledges compliance with Davis Bacon wage requirements where labor is concerned by indicating "yes" or "no" below.	
N/A	
2.8 By submitting a Proposal in response to this RFP, Proposer agrees, if applicable, to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq. Indicate "yes" or "no" below.	
Yes	
2.9 Complete Exhibit 1, located at the end of this workbook.	

**3.0 DISTRIBUTION SYSTEM:**

3.1 Describe distribution of products and/or services available in Proposer's response through Proposer's distribution system (including Alaska and Hawaii), including any limitations. [Insert response in box below]
Life-Assist has 2 fully stocked distribution centers that allows 2 day delivery to most of the country. Orders placed by 4pm local time are shipped the same day received. Most shipments are delivered by UPS, we also utilize USPS and trucking companies for large shipments. Order confirmations and tracking info. provided on all orders.
3.1.A Is it your intent to offer the proposed products and/or services through a designated distribution/dealer network, indicate "yes" or "no" below?

YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
3.2 Provide Proposer's shipping and delivery policy, including standard delivery time and any options and costs for expedited delivery and return policies. [Insert response in box below]	
Life-Assist primarily uses UPS for most ground shipments. Orders placed by 4pm are shipped the same day and we have 2-3 delivery across the US. Larger shipments may be sent through a trucking agency. Expedited delivery is available, there are no fees for expediting an order however actual shipping charges apply if shipping next day or 2nd day air. We only charge actual freight amount, it does not get marked up. See 6.14 for return policy	
3.3 Third party and/or subcontracting may be allowed. If applicable, detail the sub-contracting process (ordering, shipment, invoicing, billing) for those products not carried in Proposer's distribution center. Alternatively, if proposer utilizes a third-party ordering, shipment, invoicing or billing partner, please describe in detail. [Insert response in box below]	
N/A	
3.4 What is Proposer's backorder policy? Is your policy to classify as "immediate or cancel" (requiring the Participating Agency to reorder if item is backordered) or "good until cancelled"? [Insert response in box below]	
Any back-ordered items stay on backorder until the products ship. If there's long term national backorder on a product, we may stop taking orders and add the agency to the backorder priority list, which we store all the details such as quantity, PO#s, shipping address, contact info. When a long term back-ordered item becomes available, we call the customer to determine if they still want the product prior to shipping.	
3.5 Indicate whether the Proposer has any dealer or distributors that are authorized to fulfil purchases? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> [Circle one]	
3.6 If answered yes to 3.5, include a copy of or link to authorized dealers or distributors.	

#### 4.0 MARKETING:

4.1 Outline Proposer's plan for marketing the Products and Services to the Participating Agencies on a local and national basis. Include any marketing incentives such as committed dollars for advertising, conferences/travel and custom marketing materials. [May attach marketing plan or insert response in box below]
Life-Assist will create a marketing package to be distributed to participating agencies where appropriate. The package will include our value proposition as well as the features and benefits of our Contract with the League of Oregon Cities.
4.2 Explain how Proposer will educate its local and national sales force about the use of the Master Price Agreement. [Insert response in box below]
Life-Assist will brief the appropriate sales team members on the details of the Master Price Agreement. We will conduct team calls and provide written tools.
4.3 Indicate the Proposer's willingness to allow training to its local and national sales force about the

use of the Master Price Agreement. [Insert response in box below]
Life-Assist will provide training for the appropriate sales team members on the Master Price Agreement as well as the features and benefits of our Contract with the League of Oregon Cities.

**5.0 POINT OF CONTACT:**

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

<b>Contact Person:</b>	Bryan Holliday	<b>Title:</b>	Vice President, Sales & Marketing
<b>Mailing Address:</b>	11277 Sunrise Park Drive		
<b>City:</b>	Rancho Cordova	<b>State &amp; Zip:</b>	CA 95742
<b>Email Address:</b>	bryan.holliday@life-assist.com		
<b>Phone #:</b>	800-824-6016	<b>Fax #:</b>	800-290-9794
Attach current resume of National Account Manager that will be the POC managing this contract.			

**6.0 CUSTOMER SUPPORT SERVICES:**

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

6.1 Auditing for order completeness. [Insert response in box below]						
Quality control audits orders on a daily basis and reports the order completeness monthly						
6.2 Replacement policy (i.e., damaged or defective goods). [Insert response in box below]						
We want you to be 100% satisfied with your purchase. If a product does not meet your specifications, you may return the item in its original packaging, in resalable condition, within 30 days for full credit.						
6.3 Minimum order requirement (e.g., Individual item vs. case lot). [Insert response in box below]						
Items can be sold in any unit of measure available on our website. Free freight on orders over \$100.00						
6.4 Customer service hours/days of operation [Insert response in boxes below]						
Monday:	Tuesday:	Wednesday:	Thursday:	Friday:	Saturday:	Sunday:
7am-5pm PST	7am-5pm PST	7am-5pm PST	7am-5pm PST	7am-5pm PST		
6.5 Special Orders. [Insert response in box below]						
Life-Assist has a products department that researches products to source special order items our customers need. There are no extra fees for special order items, delivery time can vary since we do not stock special order items.						
6.6 Post sale services issues. [Insert response in box below]						
Our customer care department can help with any issues that may arise and they can always direct the customer to the proper channels if they are unable to resolve an issue. Local account managers are also available.						
6.7 Repair services, including repair warranty programs, if any. Proposer shall identify, where applicable, authorized factory repair facilities that will honor the warranty of items on contract. [Insert response in box below]						
Life-Assist is an authorized distributor for all items we sell. Life-Assist honors all manufacturer warranties and they are limited to those offered by the manufacturer. Life-Assist will help facilitate any warranty issues that occur from products purchased from Life-Assist.						
6.8 Technical support services Proposer provides. [Insert response in box below]						
Products Department: email products@life-assist.com for technical support.						



6.9 Product substitution policy. [Insert response in box below]						
Life-Assist does not substitute products without customer's consent prior to shipment. Mfgs can have long term backorders, we can often offer another product that is available - customer approval is required.						
6.10 Identify trade-in program criteria (if applicable). [Insert response in box below]						
Life-Assist does not offer a trade-in program however certain manufacturers have these types of programs which we will help facilitate.						
6.11. After hours service (including weekends and holidays) [Insert response in boxes below]						
Monday:	Tuesday:	Wednesday:	Thursday:	Friday:	Saturday:	Sunday:
**	**	**	**	**	**	**
6.12 Shipment tracking. [Insert response in box below]						
Order confirmations and tracking information is provided on all orders. Customers are able to track their orders and view expected delivery time.						
6.13 Back order tracking process. [Insert response in box below]						
All backorders remain in our system under the original order number until the item ships. Life-Assist offers expected delivery times based on the information given by the manufacturer. Any further delays are communicated to the customers who have the products on order.						
6.14 Return Item process, including any/all associated fees (e.g., restocking, shipping, turnaround time on returns). [Insert response in box below]						
If a product does not meet your specifications, you may return the item in its original packaging, in resalable condition within 30 days for full credit. If the error was due to our mistake, Life-Assist will issue a call tag label for returning at our expense. All other returns must be sent freight prepaid. 15 % restocking fee on special order items & items over 90 days						
6.15 Electronic billing. [Insert response in box below]						
Life-Assist offers electronic billing, all invoices and purchases can be viewed online.						
6.16 Explain how Proposer will resolve complaints, issues, or challenges. [Insert response in box below]						
Life-Assist will resolve any issues promptly and our goal is the customer is completely satisfied with their purchases. Customer Care should be contacted for any issues or complaints. customerservice@life-assist.com						
6.17 Other services not already covered. [Insert response in box below]						
Life-Assist is fully integrated with Operative IQ Inventory Management System that is utilized in our industry. We also offer solution for pharmaceutical disposal through MedFlats.						

\*\* See Section 2 for after hours emergency information.

**7.0 DELIVERY AND FREIGHT CHARGES:**

7.1 Identify delivery and/or shipping costs or provide a shipping rate schedule based on weight, item, and/or destination for all items ordered within the continental U.S. (and Hawaii/Alaska). The Proposer shall identify all exceptions to this shipping rate schedule. [Insert response in box below]

Life-Assist pays freight for all standard ground shipments in the US, excluding Alaska and Hawaii. Alaska and Hawaii shipments are sent via Priority Mail or UPS 2nd Air and freight is added to the invoice. Life-Assist only charges the actual freight amount that we are charged, it is not marked up.

7.2 Identify policy for transfer of product ownership (delivery) and damage/issue resolution. [Insert response in box below]

Ownership is transferred upon leaving our warehouse to the freight carrier. Once the product is delivered, ownership is transferred to the agency receiving the package/shipment.

**8.0 VENDOR TERMS AND CONDITIONS.**

8.1 Does Proposer require that customers/Participating Agencies agree to standard terms and conditions related to their purchase?  Yes  No [Circle one]

8.2 If answered yes to 8.1, include a copy of or link to terms and conditions.

<https://www.life-assist.com/Search?keyword=terms%20and%20conditions>

**9.0 WARRANTY INFORMATION:**

9.1 Identify warranty options, if applicable. [Insert response in box below]

Life-Assist is an authorized distributor for all items we sell. Life-Assist honors all manufacturer warranties and they are limited to those offered by the manufacturer. Life-Assist will help facilitate any warranty issues that occur from products purchased from Life-Assist.

**Bryan J. Holliday**916-915-7307 • [bryan.holliday@life-assist.com](mailto:bryan.holliday@life-assist.com)

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**EXECUTIVE LEVEL MANAGEMENT**

Dynamic and enterprising executive leader with proven ability to positively impact results. Motivational management style with a successful record of developing and retaining highly successful talent throughout regional and corporate teams. Broad scope of increasing responsibilities that include implementing business development strategies, financial planning, P & L management, and profitable client relationships. Proven ability to develop a collaborative culture of teamwork, accountability and associate development that yields increased revenues and profits. *Areas of expertise include:*

Motivational Leadership • Executive Management • Business Development • Profitable Revenue Growth  
Strategic Solutions • P & L Management • Cross-Functional Management • New Product/Service Initiatives  
Financial Planning • Relationship Building • Training/Mentoring/Team Building

**PROFESSIONAL EXPERIENCE****LIFE-ASSIST INC., Rancho Cordova, CA • 2014-present**

*One of the largest Emergency Medical Supply distributors in the United States*

**Vice-President, Sales & Marketing (2014-present)**

Lead the sales and marketing team's national efforts to provide outstanding customer service, quality products, competitive prices and industry-leading solutions/services.

**Major Management Achievements**

- Added eight (8) new product lines
- Partnered with world class inventory management system company
- Integrated with SalesForce Inc., a leading CRM company

**Major Fiscal Achievements**

- Sales growth of 18% in 2015
- Sales growth of 31% in 2016 (through June)
- New larger customers for 2016: Pierce County FD (WA), Williamson County FD (TX), Midwest Medical Transport (NE), First Responder (CA), Tualatin Valley FD (OR), Eugene FD (OR), Liberty County EMS (TX), West Metro FD (CO), Santa Monica FD (CA),

**OFFICE DEPOT Business Solutions Division, Delray Beach, Florida • 1993-2014**

*One of the world's largest sellers of office products, inclusive of business services and solutions.*

**Regional Sales Director (2005-2014)**

Direct the Sierra Nevada/Arizona B2B sales region comprised of 100 sales and support associates managed by five dynamic District Sales Managers. Provide clear direction to enable implementation of the programs and procedures required to exceed corporate goals. Define and implement strategies to capture market share and build relationships within our key customer segments that encompass both small/medium businesses to multi-national Fortune 500 companies as well as within public sector segments of city, county, state governments and education. Champion product, services and solutions that define and distinguish Office Depot.

**Major Management Achievements**

- Redeployed the sales organization to balance acquisition and retention activities resulting in a 20% improvement in customer retention rates.
- Consolidated the Arizona and Sacramento districts under one Manager each in 2013. Efficiencies in sales deployment and management realized resulting in payroll savings of over \$500K, and exceeding the operating profit plan by \$2M within the region.
- Redeployed the sales management and sales associates in 2006. Resulted in 15% growth in 2008.
- Instituted an innovative contact strategy model focused on key account retention metrics, specifically in the most profitable small/medium account segment.
- Had 48 sales associates and managers awarded to Champion's Circle from 2006-2013
- Created career path opportunities through mentorship programs, and training/development that resulted in over 33% of the Sierra/Nevada sales and management team being promoted.

**Major Fiscal Achievements**

- Exceed corporate financial goals on a consistent basis through proactive strategy development, execution, and adaptability to market changes.
- Directed a sales region of ~\$200M
- Led the West Region in operating profit performance in 2012. Exceeded plan by \$3.1M.
- Led the West Region in operating profit performance in 2013. Exceeded plan by \$2.2M.
- Led the West Region in revenue performance in 2007, 2011, 2012 and 2013
- Led the Division in revenue and margin performance in 2012 and 2013
- Led the West Region in Public Sector growth in 2007, 2008, 2011, 2012 and 2013 growing flat to negative trends to +5-25%.
- Maintained the highest customer retention trends in the division at 95%.
- Responsible for a \$10M payroll that includes 100 sales and sales support associates.

**District Sales Manager (1998-2005)****2002-2005- Denver/Wyoming/Colorado Springs district****2000-2002- Denver/Wyoming district****1998-2000- Denver/Colorado Springs district**

Led 10-15 sales professionals responsible for a customer base of global, regional, government and education clientele. Annual sales volume of \$30-40M. Oversaw sales, finance, sales operations, and sales support within the district. Worked in collaboration with Corporate Marketing, Customer Service, Supply Chain, and Human Resources.

**Major Achievements**

- Grew revenue of \$28M to \$42M from 2002 to 2005.
- Improved gross margins by 267bp from 1999-2003
- Created and implemented variance reports to analyze current customer revenue and margin trends and identify eroding trends. Over \$2M in revenue improvement and a 52 basis point improvement in margin realized through the utilization of these reports.
- Developed and implemented single day focused customer loyalty promotions resulting in consistent daily sales increases of over \$300K.

**Business Development Manager (1994-1998)**

- Grew revenues from \$0 to \$3.7M within the Denver market

**EASTMAN OFFICE PRODUCTS CORPORATION, Denver, CO 1992-1993****Account Executive**

Sold office supplies, office furniture, and printing to Fortune 1000 companies in the Denver market

**EDUCATION**

Kent State University Kent, OH 1985-86  
Columbus State University 1987-88

**AWARDS**

Office Depot - Champion's Circle Award 1996, 1998, 2012, 2013  
Regional Sales Director of the Year- 2007, 2012, 2013  
Salesperson of the Year- 1996  
Rookie of the Year- 1992  
Colorado District of the Year- 2000, 2002, 2004

**OREGON BOARD OF PHARMACY**

**WHOLESALE  
REGISTRATION**

LICENSE NUMBER: W1-0004445

This license is valid until  
**09/30/2020**

ISSUED TO:

LIFE-ASSIST INC  
11277 SUNRISE PARK DR  
RANCHO CORDOVA CA 95742



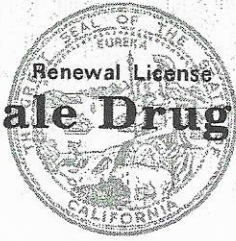
*Joe Schusabel*  
Executive Director

Issuing Authority: **ORS 475 & 689**

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11277 SUNRISE PARK DR  
RANCHO CORDOVA CA 95742



BOARD OF PHARMACY  
 ATTACHMENT A  
 1625 NORTH MARKET BLVD., SUITE N-219  
 SACRAMENTO, CA 95834  
 (916) 574-7900

# Wholesale Drug Permit

LICENSE NO. WLS 2770  
 RECEIPT NO. 83610251

VALID UNTIL MARCH 01, 2020

LIFE-ASSIST INC  
 11277 SUNRISE PARK DR  
 RANCHO CORDOVA CA 95742

In accordance with the provisions of section 4160 of the Business and Professions Code, the firm name hereon is issued a Wholesale Drug Permit.

This permit is non-transferable. Contact the California State Board of Pharmacy within 30 days when there is a change of ownership, location, corporate officer, director, shareholder (more than 10 percent share change) manager, vice president of operations, or designated representative in charge.

This permit is valid only at the address shown.

2/28/18

2/28/18 The official status of this license can be verified at [www.pharmacy.ca.gov](http://www.pharmacy.ca.gov)

----- NON-TRANSFERABLE --- POST IN PUBLIC VIEW -----

FORM WPHWLS (12/31/05) WLS

## Exhibit 1

## PUBLIC SAFETY MEDICAL SUPPLIES, EQUIPMENT &amp; MONITORS Coverage

## RETAIL, DISTRIBUTION AND SERVICE/SUPPORT LOCATIONS

	Number of retail stores in each state? (leave blank for none)	Number of distribution centers in each state? (leave blank for none)	Number of support locations in each state? (leave blank for none)
ALABAMA			
ALASKA			
ARIZONA			
ARKANSAS			
CALIFORNIA		1	
COLORADO			
CONNECTICUT			
DELAWARE			
FLORIDA			
GEORGIA			
HAWAII			
IDAHO			
ILLINOIS			
INDIANA			
IOWA			
KANSAS		1	
KENTUCKY			
LOUISIANA			
MAINE			
MARYLAND			
MASSACHUSETTS			
MICHIGAN			
MINNESOTA			
MISSISSIPPI			
MISSOURI			
MONTANA			
NEBRASKA			
NEVADA			
NEW HAMPSHIRE			
NEW JERSEY			
NEW MEXICO			
NEW YORK			
NORTH CAROLINA			
NORTH DAKOTA			
OHIO			
OKLAHOMA			
OREGON			
PENNSYLVANIA			



RHODE ISLAND			
SOUTH CAROLINA			
SOUTH DAKOTA			
TENNESSEE			
TEXAS			
UTAH			
VERMONT			
VIRGINIA			
WASHINGTON			
WEST VIRGINIA			
WISCONSIN			
WYOMING			

## Exhibit 2

## Declaration of Non-Collusion

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

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

DATED this 7<sup>th</sup> day of February, 2020.

Life-Assist, Inc  
(Name of Firm)

By:   
(Authorized Signature)

Title: Contract Specialist

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

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

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

DOES NOT agree to sell to WIPHE Institutions.

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

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

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

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

## 5.3 PROTEST PROCESS

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

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

## 5.4 NON-ASSIGNMENT

If a Master Price Agreement is awarded, Proposer shall not assign the Agreement in part or in total.

## 5.5 POST AWARD MEETING:

The successful Proposer(s) may be required to attend a post-award meeting with the LOC to discuss the terms and conditions of the Master Price Agreement.


## 5.6 PROPOSAL FINAL CERTIFICATION

The Proposer must certify the following:

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

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

Proposer Name: Life-Assist, Inc.

Signature: 

Name Typed: Corey Farrar Title: Contract Specialist

Proposer is a resident bidder of the state of California

Date: 2/10/2020

## Proposal Evaluation Form

Proposals will be evaluated using a two-step process.

The first step evaluates the responsiveness of the proposer and determines 1) if the proposer is deemed fully responsive enabling the proposal to move to the second step and 2) if the proposal will be evaluated as a local response (within the State of Oregon) or a national response (covering the entire U.S. or a large region of the U.S.).

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

### STEP 1

#### Proposal Responsiveness

Component	YES	NO
Submitted on time	<input checked="" type="checkbox"/>	
Proposal signed	<input checked="" type="checkbox"/>	
Completed Proposer Workbook	<input checked="" type="checkbox"/>	
Included pricing structure	<input checked="" type="checkbox"/>	
Included references	<input checked="" type="checkbox"/>	
Deemed Fully Responsive	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Categorized as Local or National	<input checked="" type="radio"/> Local	<input type="radio"/> National

Evaluation of 144-2021 Proposal, RFP Number 1935  
 Circle Response Type:  Local  National

Proposal Evaluation Form

**STEP 2**

**Full Evaluation of Proposal**

Point Value Definitions

- 5- Excellent – Substantially exceeds requirements
- 4-Very Good- Meet all requirements
- 3- Good – Meets most requirements
- 2- Satisfactory – Minimally meets requirements
- 1- Unsatisfactory – Requirements essentially not met
- 0- No Response provided

Component Evaluated	Weight	Possible Points (0-5)	Total Points (Weight x PP)	Evaluator's Comments
<p><u>Pricing</u>: Product price and discounts proposed included favorable pricing for cooperative purchasing.                      Shipping conditions.                      PPW Section 7.0 and Pricing structure.</p>	25	3.5	87.5	<p>Comments:</p> <ul style="list-style-type: none"> <li>- FAVORABLE BY ITEM</li> <li>- WHEN COMPARED TO OTHER DISCOUNTS IN THE CATEGORIES THEY WERE LOW.</li> </ul>
<p><u>Product Line (Score only categories proposed)</u>: Breadth, variety, quality of product line and innovation of products.                      Warranty availability.                      PPW Section 9.0.</p>	15	5	75	<p>Comments:</p> <ul style="list-style-type: none"> <li>- OFFER EXTENSIVE PRODUCTS</li> <li>- NATION'S LARGEST DISTRIBUTORS OF EMS, EQUIPMENT, &amp; PHARMACEUTICALS (CLAIM)</li> <li>- THEY ARE A REGIONAL DISTRIBUTOR</li> <li>- FULL LINE DISTRIBUTOR</li> </ul>

Evaluation of LIFE-ASSIST Proposal, RFP Number 1935  
 Circle Response Type: Local National

<p><u>Marketing:</u> Marketing plan to promote the resulting contractual agreement and ability to incorporate use of agreement in their sales system throughout indicated coverage region. Willingness to allow training of salesforce. PPW Section 4.0.</p>	<p>15</p>	<p>3</p>	<p>45</p>	<p>Comments: - NO SIGNIFICANT MARKETING PLAN - MINOR SALES TRAINING TO IMPROVE MARKETING PLANS</p>
<p><u>Customer Service:</u> Support dedicated to Participating Agencies. Ability to meet promised delivery timelines. Additional services offered. Conduct e-commerce. PPW Sub-Sections 2.3 &amp; 2.4 and Section 6.0.</p>	<p>15</p>	<p>4</p>	<p>60</p>	<p>Comments: - CUSTOMER SERVICE ADVISORS AVAILABLE DURING WORKING HOURS - AVAILABLE 24 HOURS A DAY / 7 DAYS A WEEK FOR EMERGENCIES</p>
<p><u>Proven Experience:</u> Success in providing products and services in a timely manner. Years in business, references and reputation. Experience with cooperative purchasing. PPW Sub-Section 1.2.</p>	<p>15</p>	<p>4</p>	<p>60</p>	<p>Comments Life-Asust started in 1977 AND HAVE EXPANDED NATIONALLY AS AN EMS DISTRIBUTOR. THEIR EXPERIENCE WITH COOPERATIVE AGREEMENTS HAS BEEN LIMITED.</p>
<p><u>Coverage:</u> Ability to provide products and services for indicated coverage region including distribution, retail &amp; service facilities, coordination of manufacturer and distribution, and staff availability. Clearly states distribution model and provides dealer list if applicable. PPW Section 3.0 and Exhibit 1.</p>	<p>10</p>	<p>4</p>	<p>40</p>	<p>Comments: - ONLY TWO DCs IN US; HOWEVER, SITES TO EVERY STATE ACROSS US - AVAILABLE 24 HOURS A DAY / 7 DAYS A WEEK - 2-3 DELIVERY TIME ACROSS US</p>

<p><u>Conformance:</u> Completeness of proposal and the degree to which the Proposer responded to the terms and all requirements and specifications of the RFP. Followed the response format and content, was clear and easily understood. Provided Term's and Condition's, if applicable. PPW Section 8.0 and 4.5 of RFP.</p>	<p>5</p>	<p>3.5</p>	<p>17.5</p>	<p>Comments:                  Paper work is clean                  Tables are correct                  Thank you sections are                  hard to find and not                  take correct TAB</p>
<p><b><u>TOTAL</u></b></p>	<p>100</p>	<p>27</p>	<p>385</p>	<p>General Comments:</p>

Name of Evaluator Jamie Johnson-Davis

Signature Jamie Johnson-Davis

Date 2/11/2020





To Whom it May Concern:

**Public Safety Medical Supplies, Equipment, and Monitors**

**RFP # 1935**

**NOTICE OF INTENT TO AWARD CONTRACT**

Proposers are hereby notified that upon review by the League of Oregon Cities, a Contract based on RFP #1935 will be awarded to the following Proposer(s) on or after March 5<sup>th</sup>, 2020.

- Digital Ally
- Ferno
- Labsource
- Life-Assist
- McKesson
- Medline
- SourceMark
- Zoll

We appreciate the effort of all proposers.

If you have any questions, please contact Jamie Johnson-Davis, Contract Manager, League of Oregon Cities at [rfp@orcities.org](mailto:rfp@orcities.org).

**AFFIDAVIT OF INTENT TO AWARD**

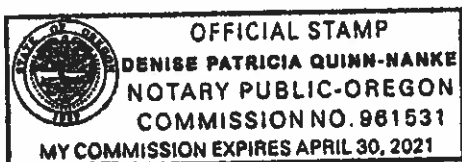
STATE OF Oregon )  
 ) ss.  
 COUNTY OF Marion )

I, Jamie Johnson-Davis, being first duly sworn on oath, depose and state that I am a Contract Manager for League of Oregon Cities, a government entity performing public procurement functions. On this 26<sup>th</sup> day of FEBRUARY, 2020, I caused to be deposited in the United States mail at Salem, Marion County, Oregon, with first class postage prepaid, one each copy of the attached NOTICE OF SOLICITATION for the MASTER AGREEMENT FOR PUBLIC SAFETY MEDICAL SUPPLIES, EQUIPMENT & MONITORS to the following addresses:

Ferno Attn: Kris Turner 70 Weil Way Wilmington, OH 45177	Life-Assist Attn: Bryan Holiday 11277 Sunrise Park Dr. Rancho Cordova, CA 95742	Digital Ally Attn: Nicole Leiker 9705 Loriet Blvd Lenexa, KS 66219
Labsource Attn: Steven Plecki 1260 Garnet Dr Northlake, IL 60164	McKesson Attn: Michael O'Connor 9954 Mayland Drive Richmond, VA 23233	ZOLL Medical Attn: Jen Curran 29 Mill Road Chelmsford, MA 01824
Medline Attn: Lucas McGovern Three Lakes Drive Northfield, IL 60093	SourceMark Attn: Douglas Handa 790 Terrace Drive Lake Oswego, OR 97034	

*Jamie Johnson-Davis*  
 Jamie Johnson-Davis

SUBSCRIBED AND SWORN TO before me this 26 day of February 2020 by Jamie Johnson-Davis.



*Denise Patricia Quinn-Nanke*  
 NOTARY PUBLIC in the State of Oregon  
 Residing at Salem, OR  
 My commission expires: 04/30/2021

**NOTE: The City of Stockton is now using the online insurance program PINS Advantage. Once you have been awarded a contract you will receive an email from the City's online insurance program requesting you to forward the email to your insurance provider(s). Please see attached flyer regarding PINS Advantage.**

**Exhibit 1:**  
**Insurance Requirements for Most Contracts**  
**(Not for Professional Services or Construction Contracts)**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.

***Limits of Insurance***

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

***Other Insurance Provisions***

The insurance policies are to contain, or be endorsed to contain, the following provisions:

***Additional Insured Status***

The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

***Primary Coverage***

The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

***Notice of Cancellation***

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

***Waiver of Subrogation***

Contractor hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any

endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the City of Stockton for all work performed by the Contractor, its employees, agents and subcontractors.

### ***Self-Insured Retentions***

All Self-insured retentions must be disclosed to Risk Management for approval and shall not reduce the limits of liability. The City of Stockton may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton.

### ***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Stockton.

### ***Verification of Coverage***

Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City of Stockton Risk Services before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Contractor shall, prior to the commencement of work under this Agreement, provide the City of Stockton with a copy of its declarations page(s) and endorsement page(s) for each of the required policies.

### ***Subcontractors***

Contractors shall require and verify that all subcontractors, or other parties hired for this work, purchase and maintain coverage for indemnity and insurance requirements as least as broad as specified in this agreement to the extent they apply to the scope of the subcontractor's work with the same certificate of insurance requirements and naming as additional insureds all parties to this contract. Contractor shall include the following language in their agreement with Subcontractors: Subcontractors hired by

Contractor agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under the contract documents and provide a valid certificate of insurance and the required endorsements included in the agreement as proof of compliance prior to commencement of any work and to include this same requirement for any subcontractors they hire for this work. A copy of the owner contract document indemnity and insurance provisions will be furnished to the subcontractor upon request. Contractor shall provide proof of such compliance and verification to the City upon request.

***Special Risks or Circumstances***

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

***Certificate Holder Address***

Proper address for mailing certificates, endorsements and notices shall be:

City of Stockton  
Attn: City Risk Services  
400 E Main Street, 3<sup>rd</sup> Floor – HR  
Stockton, CA 95202

# EXHIBIT C

## Princing for NPPGov/League of Oregon Cities, Agreement No. PS20180 (RFP No. 1935)

The intent is for each Proposer to submit their complete product line so that Participating Agencies may order a wide array of products and services as appropriate for their needs. Proposer is encouraged but is not required to respond to all categories. Proposer may suggest additional categories and sub-categories as applicable. Proposer may subcontract items Proposer does not supply.

The Proposer should not necessarily limit the proposal to the performance of the services in accordance with this document but should outline any additional services and their costs if the Proposer deems them necessary to accomplish the program.

Pricing and resulting relative discount to LOC and NPPGov membership shall be clearly delineated on each proposal. Contract admin fee (established in the "Requirements" Section of the RFP) may not be listed or charged as a separate line item to users of the contract. Contract pricing shall be based upon:

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

### EXAMPLE

PUBLIC SAFETY MEDICAL SUPPLIES, EQUIPMENT & MONITORS	
Product Category	Percentage (%) off List Price* (OR fixed price if % off pricing is not available)
MEDICAL PRODUCTS AND SUPPLIES	31%
• AIRWAY	31%
• BAGS & CASES	31%
• PERSONAL PROTECTION EQUIPMENT (EMS)	31%
• FLUID ADMINISTRATION/VASCULAR ACCESS	31%
• IMMOBILIZATION AND SUPPLIES	31%
• INFECTION CONTROL	31%
• INSTRUMENTATION	31%
• KITS	31%
• LIGHTS & FLASHLIGHTS	31%
• LINEN	31%
• OXYGEN DELIVERY	31%
• PATIENT HANDLING AND TRANSPORT	31%
• RESUSCITATION EQUIPMENT	31%
• TACTICAL MEDICINE	31%
• TRAINING AND SIMULATION	15%
• TRAUMA	31%
• VEHICLE ACCESSORIES	31%
• WMP PREPAREDNESS	31%
• WOUND CARE	31%

PHARMACEUTICALS	31%
MEDICAL MONITORS, DEFIBRILLATORS AND DIAGNOSTICS	31%
MEDICAL LIFE SUPPORT EQUIPMENT	31%
MEDICAL INVENTORY MANAGEMENT SYSTEMS	31%
INSTALLATION, SERVICE AND MAINTENANCE	15%
OTHER	31%

**Options**

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

**Miscellaneous**

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