



City of Rochester Hills  
Request for Proposals  
Groundskeeping Materials – Fertilizer, Pesticide,  
Herbicide, Grass Seed and Related Items  
RFP-RH-18-014

The City of Rochester Hills is accepting proposals from qualified and experienced vendors to provide **Groundskeeping Materials - Fertilizer, Pesticide, Herbicide, Grass Seed and Related Products**. Sealed proposals will be received by the City of Rochester Hills, at the **Purchasing Division/Fiscal Team, 1000 Rochester Hills Drive, Rochester Hills, MI 48309 until EXACTLY 3:00 p.m. EST, on Thursday, July 12, 2018** at which time and place the names of proposers will be publicly read aloud.

A non-mandatory pre-proposal conference for the purpose of reviewing the RFP and answering questions regarding the project will be held on **Thursday, June 14, 2018 at 11:00 a.m. EST, at the City of Rochester Hills, City Hall Auditorium (Lower Level), 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309**.

All correspondence or inquires from interested firms regarding this proposal shall be directed to the attention of Debbie Scully, CPPB, Senior Procurement Analyst, City of Rochester Hills, 1000 Rochester Hills Drive, Rochester Hills, MI 48309, (248) 841-2539, scullyd@rochesterhills.org. All inquires shall submitted by **Friday, June 15, 2018 at 3:00 p.m. EST**, in order that a written response in the form of an addendum can be processed before the proposals are opened. Inquiries received after that date will not be considered.

The City of Rochester Hills officially distributes proposal documents from the Purchasing Division or through the Michigan Intergovernmental Trade Network (MITN). Copies of proposal documents obtained from any other source are not considered official copies. Only those vendors who obtain proposal documents from either the Purchasing Division or the MITN System are guaranteed access to receive addendum information, if such information is issued. The first step to do business with the City is to become a registered vendor by visiting the City website at [www.rochesterhills.org](http://www.rochesterhills.org), click on City Government, Purchasing, Bid Opportunities and link to MITN website. Final proposal results will be posted on the MITN website after award.

Please note if you are submitting proposal through the MITN website, the City of Rochester Hills is capable of accepting documents in .docx, .pdf, .jpg, .tif or rtf formats. Due to security risks associated with some file formats, the following file types are not able to be opened by the City: DOC, DOCM, DOT, XLS, XLSM, XLSB, XLT, PPT, PPTM, RTF. All of these formats can contain malicious code. The City is also not able to open ZIP files at this time. Alternatively you could convert these files to PDF.

**THE CITY OF ROCHESTER HILLS RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS.**

Any deviation from the specifications must be noted on the proposal.

Please submit proposal on or before the date & time given above to: Debbie Scully, CPPB, Senior Procurement Analyst, City of Rochester Hills, 1000 Rochester Hills Drive, Rochester Hills Michigan 48309, phone: 248.841-2539.

All proposals, six (6) total hardcopies, one (1) original, five (5) copies along with two (2) electronic copies of the proposal on CD, disc or flash drive must be submitted in a Sealed Envelope marked **“RFP-RH-18-014 – Groundskeeping Materials - Fertilizer, Pesticide, Herbicide, Grass Seed and Related Products.”**

## INTRODUCTION/BACKGROUND

### 1. OVERVIEW

The City of Rochester Hills known as the “City” is requesting proposals from qualified and experienced firms to provide **Groundskeeping Materials - Fertilizer, Pesticide, Herbicide, Grass Seed and Related Products**. The City requires a contractor who provides a diverse and extensive supply of grounds keeping material for use by the City’s Department of Public Services and Parks Department.

The City of Rochester Hills, as the Principal Procurement Agency, as defined in Attachment A, has partnered with the National Intergovernmental Purchasing Alliance Company (“National IPA”) to make the resultant contract (“Master Agreement”) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through National IPA’s cooperative purchasing program. The City of Rochester Hills is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA’s cooperative purchasing program. Attachment A contains additional information on National IPA and the cooperative purchasing agreement.

Requirements and qualifications are defined in detail in the specifications and scope of work sections in this Request for Proposal.

To respond to this RFP, interested proposers must include a response to all criteria that are listed in the Proposal Evaluation Requirements section: Method of Approach, Price and Resources, Qualifications and Experience. Failure to include a response to all the evaluation criteria may be cause for rejection.

Attendance at the Pre-Proposal Conference is highly encouraged. The conference will explain the RFP process and clarify the contents of this solicitation. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and may issue a written addendum/amendment to the Request for Proposal. If a proposer is unable to attend the Pre-Proposal Conference, questions should be directed in writing to:

Debbie Scully, CPPB  
Senior Procurement Analyst  
1000 Rochester Hills Drive  
Rochester Hills, MI 48309  
[scullyd@rochesterhills.org](mailto:scullyd@rochesterhills.org)

Please carefully review this document. This document is a Request for Proposal. It differs from a Request for Bid/Quotation in that the City is seeking a solution as described herein, not a bid/quotation meeting firm specifications for the lowest price. Proposers are to provide their proposed solution based on their professional knowledge and developed around the general requirements defined within this proposal. As such, the lowest price proposed will not guarantee an award. Competitive sealed proposals will be evaluated based upon criteria formulated around the most important features of a product or service, of which quality, testing, references, or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposed evaluation criteria should be viewed as standards, which measure how well a proposer’s approach meets the desired requirements and needs of

the City. The criteria that will be used and considered in evaluation for award are set forth in this document. The City reserve the right to award multiple contracts for the same or similar item(s).

## 2. SUBMITTAL GUIDELINES

- a. Submit one (1) original, five (5) copies and two (2) electronic copies;
- b. It is the proposer's responsibility to clearly identify and to describe the products/equipment and services being offered in response to this solicitation;
- c. The solicitation forms must be completed legibly and in their entirety;
- d. All required information must be furnished and presented in an organized, comprehensive and easy to follow manner;
- e. Unnecessarily elaborate brochures of other presentations beyond that sufficient to present a complete and effective proposal is not desired; and
- f. Elaborate artwork, expensive paper, bindings, visual and other presentation aids are not required.
- g. Faxed and or emailed proposals WILL NOT be accepted.

## 3. NATIONAL CONTRACT REQUIREMENTS

The City of Rochester Hills, as the Principal Procurement Agency, as defined in Attachment A, has partnered with the National Intergovernmental Purchasing Alliance Company ("National IPA") to make the resultant contract (also known as the "Master Agreement" in materials distributed by National IPA) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The City of Rochester Hills is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Attachment A contains additional information on National IPA and the cooperative purchasing agreement.

National IPA is a subsidiary of OMNIA Partners which provides shared services and supply chain optimization to government, education and the private sector. As a channel partner with Vizient (formally, Novation), National IPA leverages over \$100 billion in annual supply spend to command the best prices on products and services. With corporate, pricing and sales commitments from the Supplier, National IPA provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and competed. The Supplier benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the National IPA documents (EXHIBIT X).

The City of Rochester Hills anticipates spending approximately \$48,000 over the full potential Master Agreement term for Groundskeeping Materials. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of groundskeeping materials purchased under the Master Agreement through National IPA is approximately \$25 million. This projection is based on the current annual volumes among the City of Rochester Hills, other Participating Public Agencies that are anticipated to utilize the resulting

Master Agreement to be made available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and National IPA.

4. **TERM**

The term of the agreement will be for a one (1) year period with four (4) one (1) year options to renew. Orders for products executed prior to the expiration of the contract may extend beyond this term, subject to the agreement of the Participating Agency and the awarded Supplier.

5. **ADDENDA TO REQUEST FOR PROPOSALS DOCUMENTS**

No interpretation or clarification of the meaning of any part of this RFP will be made orally to any vendor with the exception of questions posed at the pre-proposal conference. Otherwise, vendors must request such interpretations or clarification in writing from the City. Request for information or clarification of this RFP must be made in writing and addressed to Debbie Scully, CPPB at the address, fax, or email address listed below, with email being the preferred method of communication. Questions should reference the RFP page and section number.

Debbie Scully, CPPB  
City of Rochester Hills  
Purchasing Division  
1000 Rochester Hills Drive  
Rochester Hills, MI 48309  
Telephone: (248) 841-2539 Fax: (248) 608-8178  
Email: [scullyd@rochesterhills.org](mailto:scullyd@rochesterhills.org)

The City reserves the right to change or amend the RFP documents, prior to the proposal due date by the issuance of Addendum posted on the MITN website. It shall be the vendor's responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become a part of the contract and all vendors shall be bound by such changes or addenda. The authorized version of this Request for Proposals document shall be that document appearing on the MITN with amendments, addendums and updates.

The Principal Procurement Agency reserves the right to disqualify any proposer who contacts any City employee, representatives, or agent concerning this RFP other than in accordance with this section. Nothing in this section shall prohibit the City from conducting discussions with proposers after the proposal opening.

**SCOPE OF WORK**

**GENERAL REQUIREMENTS**

1. **PROPOSER QUALIFICATIONS**

All vendors interested in participating in the selection process must meet, or exceed when applicable, the following requirements and provide verification and/or validity of compliance in the proposal response. The City reserves the right to require any verification deemed appropriate to ensure the proposer's qualifications to deliver grounds materials as described herein.

- a. Be an authorized distributor or manufacturer.

- b. Have a strong national presence in the fertilizer, herbicide, pesticide and seed industry.
- c. Have a distribution model capable of delivering products nationwide.
- d. Have a demonstrated sales presence.
- e. Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.
- f. Be able to provide a full range of products to meet the demands of the City and all agencies that opt to participate in the cooperative purchasing program with the City.

## 2. **WAREHOUSING, DISTRIBUTION, AND SALES FACILITY**

The product specified in this solicitation is dependent upon an extensive manufacturer-to-customer supply chain distribution system. In order to be considered for award, each potential contractor is required to provide proof of an extensive distribution system and have existing facilities with sufficient product inventory and agronomic sales representatives experienced in providing expert, product source recommendation to customers.

## 3. **DELIVERY SCHEDULE**

For the City of Rochester Hills purchases, product shall be delivered to various City of Rochester Hills locations. All deliveries shall be made Monday through Friday during regular work hours, typically from 7:00 a.m. to 3:00 p.m., EST. The Contractor shall be required to give the City's department delivery location a minimum of 24-hour notification prior to delivery with the anticipated time of delivery and quantity of units to be delivered. Products must be off loaded by vendor's transportation company, shrink wrapped if palletized and labeled appropriately. Goods shall only be accepted after inspection by authorized agency representative at time of delivery and documented on shipping documents with agencies employee signature, date and employee number.

The following documents are due upon delivery to the City or participating agency:

- a. Material Safety Data Sheets
- b. Shipping documents and/or invoice

## 4. **CATALOGS**

Contractor shall provide, at no cost, copies of catalogs and/or price lists to using agencies. Price lists must be submitted in Excel format.

## 5. **CONTRACT INFORMATION**

All proposers are held to proposal prices for 90 days or award, whichever comes first, except for the successful proposer whose discounts and prices are to remain firm for a one (1) year period from date of award.

## **PRODUCT REQUIREMENTS**

### 1. **PRODUCTS:** The products to be included in this solicitation are as follows:

**a. Fertilizer** - A complete and comprehensive line of fertilizer products that meets typical industry standards and complies with applicable government laws and regulations. Fertilizers may be liquid, dry, organic, soluble; bulk/bagged; custom-blended; lime and land plaster; lawn and garden; specialty and granulated.

**b. Soil Amendments** - A complete and comprehensive line of soil amendment products that meets typical industry standards and complies with applicable government laws and regulations.

**c. Herbicide and Pesticide** - A complete and comprehensive line of weed prevention and elimination products and pest control products that meets typical industry standards and complies with applicable government laws and regulations. This includes adjuvants and any other pesticide additive.

**d. Grass Seed** - A complete and comprehensive line of sod and grass seed product that meets typical industry standards and complies with applicable government laws and regulations. This includes seed treatments.

**e. Balance of Line** – Materials and supplies not captured in the above categories.

2. **PRODUCT STANDARDS AND GUIDELINES:** All products offered must comply with applicable government laws and regulations.
3. **BRAND OR TRADE NAMES:** Any manufacturer's names, trade names, brand names or catalog numbers used in this solicitation are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict any bid/offer by any vendor, but is only listed in order to advise potential bidders/offerors of the requirements of the City. Any bid/offer which proposes like quality, design or performance will be considered. Equivalents, including generics, may be submitted and accompanied by applicable product literature to properly evaluate.
4. **DEFECTIVE PRODUCT:** All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the City with seven (7) day of initial notification.
5. **MSDS FOR HAZARDOUS SUBSTANCES:** Contractor shall furnish Material Safety Data Sheets for all products required by OSHA Hazard Communications Regulations per 29 CFR Prt 1910.1200.
6. **PRODUCT SPECIFICATIONS:**

**Group #1 – Fertilizers**

**Product Packaging:** Product shall be packaged in weather and tear resistant material in not more than 50 lb. containers. Liquid product shall be in plastic containers not exceeding 2.5 gallons.

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<b><u>Item #1</u></b> -	14-25-12 Polyon Fertilizer	
	Total Nitrogen	14%
	5.2880% Ammoniacal Nitrogen	
	8.7120% Urea Nitrogen	
	Available Phosphate (P <sub>2</sub> O <sub>5</sub> )	25%
	Soluble Potash (K <sub>2</sub> O)	12%
<b><u>Item #2</u></b> -	25-0-10 Polyon Fertilizer	
	Total Nitrogen	25%
	25% Urea Nitrogen	
	Soluble Potash (K <sub>2</sub> O)	10%
	Iron	2%

**Group #2 – Soil Amendments**

**Product Packaging:** Product shall be packaged in weather and tear resistant material in not more than 50 lb. containers. Liquid product shall be in plastic containers not exceeding 2.5 gallons.

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<b><u>Item #1</u></b> -	Verde-Cal G greens grade	
	Calcium Sulfate Dihydrate	95%
	Calcium	22.5%
	Sulfur	19%
	19% Combined Sulfur	

<b><u>Item #2</u></b> -	Turface Quick Dry	
	Silicon Dioxide	74%
	Aluminum Dioxide	11%
	Iron (III) Oxide	5%

**Group #3 – Herbicides and Pesticides**

**Product Packaging:** Product shall be packaged in weather and tear resistant material in not more than 50 lb. containers. Liquid product shall be in plastic containers not exceeding 2.5 gallons.

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<b><u>Item #1</u></b> -	Freehand 1.75G Herbicide	
	Pendimethalin	1%
	Acetamide	0.75%
	Crystalline Silica	5% - 10%
	Gamma-butyrolactone	0.1 – 3.0%

<b><u>Item #2</u></b> -	Triplet SF	
	2, 4-Dichlorophenoxyacetic Acid	30.56%
	Mecoprop-p	8.17%
	Dicamba	2.77%

**Group #4 – Grass Seed**

**Product Packaging:** Product shall be packaged in weather and tear resistant material in not more than 50 lb. containers. Liquid product shall be in plastic containers not exceeding 2.5 gallons.

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<b><u>Item #1</u></b> -	Elite Sunny Seed Mix	
	Top Gun Perennial Ryegrass 34.74%, Audubon Creeping Red Fescue 34.47%	
	Camas Kentucky Bluegrass 29.95%	

<b><u>Item #2</u></b> -	Ideal Shade Mix	
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<b><u>Item #3</u></b> -	Overseeder II Mix	
	Nublu Plus Kentucky Bluegrass 23.42%, Bluechip Kentucky Bluegrass 23.40%,	
	Jackpot Kentucky Bluegrass 22.75%, Accent Perennial Ryegrass 14.90%	
	Top Gun Perennial Ryegrass 14.58%	

## PROPOSAL EVALUATION REQUIREMENTS

### I. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)

- A. Method of Approach
- B. Price and Resources
- C. Qualifications & Experience

**II. REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA:** The narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested and must contain, at a minimum, the following:

#### A. Method of Approach

1. Provide a response to the national program.
  - a. Include a detailed response to Attachment A, Exhibit A National IPA Response for National Cooperative contract. Responses should highlight experience, demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, describe how volume will be tracked and reported to National IPA.
  - b. Provide any proposed exceptions to Attachment A, Exhibit B, National IPA Administration Agreement.
2. Identify all other companies/distributors/dealers that will be involved in processing, handling or shipping the products/services to Participating Agencies. Include any subsidiaries that may be responsible for providing products or services.
3. Provide the number, size and location of your firm's distribution facilities, warehouses and retail networks as applicable.
4. Describe how your products meet the requirements of this solicitation:
  - a. Provide a detailed written response illustrating how the products and services offered will meet the requirements of this solicitation. Offerors shall provide the proposed product lines that will meet the requirements of this solicitation. Offerors are encouraged to propose creative and innovative ways to provide the requested products.
  - b. Offerors shall submit seed analysis reports and independent 3<sup>rd</sup> party evaluation reports such as those provided by the National Turfgrass Evaluation Program (NTEP) or equivalent.
  - c. Offerors shall also submit any additional information that will aid the City in evaluating your proposal: product spec sheets, product brochures, product website addresses, etc.
5. Indicate shelf life in days/months for those products which deteriorate and indicate the appropriate storage environment to attain max shelf life.



6. Describe any special programs that your company offers that will improve customers' access to products and ability to stay current with changes and improvements.
7. Describe your ordering capacity (telephone, fax, internet, etc...)
8. Describe the type of training, educational services, and technical support provided with each purchase. Also state any other training and educational services that will be available during the length of this contract.
9. Describe your delivery commitment:
  - a. Please state your delivery time in definite terms (days) for each product offered.
  - b. Describe how problems – such as a customer ordering a wrong product; a customer receiving a defective product; etc. – are resolved.
10. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice? Submit a sample invoice.
11. Indicate if any of the products you are offering has received any awards or nominations for excellence.
12. Describe how the innovation and technology of your products differs from others in the industry.
13. Describe any environmentally friendly features, options or technology available.
14. Describe how your firm will notify customers of new products and services.
15. Describe how your firm will notify customers of products removed from the federal and/or state approved list or added to their state approved list.
16. Describe what other products and/or services you offer that would be applicable to this contract.
17. Describe how your firm will meet the monthly usage reporting criteria. Submit a sample report.
18. Describe how your firm will ensure this contract will continually offer the best pricing available to participating members. Additionally, describe how participating members will be able to verify that they are receiving contract pricing.
19. Describe how your firm will track sales volume and report it to National IPA.
20. Describe ongoing or planned cost savings measures the company is undertaking to maintain a competitive advantage in the market place.
21. Propose and describe in detail any “value added” service(s) your firm will offer.

**B. Price Proposal**

1. Offerors shall submit prices in accordance with the Price Page(s) included herein. Prices calculated by the Offeror shall be based on the Offeror's proposed pricing method.
2. State how the Offeror proposes to price products nationwide. Offeror shall describe the pricing calculation method, formula, components, index, etc. In the event of Contract award, the Contractor shall furnish all items in the manufacturer's line card based upon the proposed pricing

method. Pricing may vary by region, however, the Offeror must describe regional differences and describe regional adjustments to its pricing calculation method, if applicable.

3. Proposed pricing shall include delivery to Rochester Hills and participating agencies. If there are additional surcharges for delivery to non-Rochester Hills agencies located outside of the Metropolitan Detroit area, please provide information on how delivery charges will be calculated.
4. State if pricing is most favorable offered to government agencies.
5. For each product group, indicate in days how long pricing is guaranteed for. Propose a plan to adjust pricing as market conditions change. The plan must be verifiable and auditable. Identify calculation, formula, components, index, etc.
6. In addition to the items requested on the Price Page, please provide pricing for **all** products and services offered for this RFP.
7. Provide details of and propose additional discounts for volume orders, off-season purchases, minimum order quantity, free goods, total annual spend, etc. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lesser period. Contractor may offer Participating Agencies competitive pricing which is lower than the not-to-exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract.
8. Provide information on any ordering methods – such as electronic ordering or payment via P-Card – or other criteria which entitle the using agency to additional discounts off of a manufacturer’s price list. If so, please provide the percentage discount.
9. State any discounts. The price(s) herein can be discounted by \_\_\_\_\_%, if payment is made within \_\_\_\_\_ days. These payment terms shall apply to all purchases and to all payment methods.
10. Will payment be accepted via commercial credit card? \_\_\_\_\_Yes \_\_\_\_\_No
  - a. If yes, can commercial payment(s) be made online? \_\_\_\_\_Yes \_\_\_\_\_No
  - b. Will a third party be processing the commercial credit card payment(s)? \_\_\_\_\_Yes \_\_\_\_\_No
  - c. If yes, indicate the flat fee per transaction \$\_\_\_\_\_ (as allowable, per Section 5.2.E of Visa Operating Regulations).
  - d. If “no” to above, will consideration be given to accept the card? \_\_\_\_\_Yes \_\_\_\_\_No

**C. Qualifications and Experience**

1. Provide a brief history and description of your company.
2. Provide a statement of your annual sales for the past 2 years.
3. Provide the total number and location of sales persons employed by your firm. Describe the qualifications of your sales personnel. Include information on professional certifications obtained and the number of staff currently certified.

4. Summarize your experience in providing product and services similar to that outlined in the Scope of Work. Provide a minimum of three references for whom you have provided similar products and services. References from other public agencies, particularly municipal governments, are preferred. Please include company name, address, phone, email, and contact person.
5. Provide a listing of key personnel who may be assigned to the City's contract. Include their title within your organization and the description of the type of work they may perform.
6. Provide examples of cost savings measures employed by firm to maintain a competitive advantage in the market place.
7. Please submit any additional information that you feel is applicable to your qualifications and experience.

### III. GENERAL

#### A. Shortlist:

The City reserves the right to shortlist the offerors on Method of Approach, Price and Resources and Qualification and Experience of the stated criteria. However, the City may determine that shortlisting is not necessary.

#### B. Interviews:

The City reserves the right to conduct interviews with some or all of the offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the offeror for the costs associated with the interview process.

#### C. Additional Investigations:

The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any offeror submitting a proposal.

#### D. Prior Experience:

Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating offers.

#### E. Multiple Awards:

To provide adequate contract coverage, at the City's sole discretion, multiple awards may be made.

## **GENERAL TERMS AND CONDITIONS**

1. All proposals will be evaluated and ranked. The City reserve the right to reject any and all proposals or to make an award based directly on the proposals. The City reserve the right to negotiate separately with any proposer after the opening of this Request for Proposal when such action is considered in its best interest. Subsequent negotiations may be conducted, but such negotiations will not constitute acceptance, rejection or a counter-offer on the part of the City. The firm(s) selected for the award will be chosen on the basis of the apparent greatest benefit to the City.
2. The City reserves the right to interview and request demonstrations and product from any number of qualifying providers as part of the evaluation process. The decision of which provider to contact (if any) will be based on the most qualified, cost effective and experienced provider(s) determined in the evaluation process. The City reserves the right to select, and subsequently recommend for award, the proposed products/services which best meets its required needs, quality levels and budget constraints.
3. The City reserves the right to make additional investigations as it deems necessary to establish the competence and financial stability of any offeror submitting a proposal.
4. The City is not required to award and/or to accept the lowest proposal in all or in part. The proposal award will not be based solely upon cost, but will be evaluated based upon criteria formulated around the most important features of the product/services, of which product design, ease of use, operability, references, or warranty/maintenance, may be overriding factors. The proposal evaluation criteria should be viewed as standards, which measure how well a proposer's approach meets the desired requirements and needs of the City.
5. All proposers names shall be read publicly at the date and time specified. All proposals shall be in accordance with the City of Rochester Hill Purchasing Ordinance and the requirements of this notice in order to be deemed "responsive".
6. The City is not liable for costs incurred by any prospective proposer prior to the awarding of a contract.
7. No proposal will be accepted from any person, firm or corporation who is in arrears upon any obligation to the City or who otherwise may be deemed irresponsible or unreliable by the City.
8. No proposal will be allowed to be withdrawn after it has been deposited with the City of Rochester Hills, except as provided by law. All proposers are held to proposed pricing and discounts for 90 days or award, whichever comes first, except the successful proposer whose pricing and discount shall remain firm through contract expiration.
9. Any deviation from the scope of work must be noted in the proposal.
10. The Request for Proposal document together with its addenda, amendments, attachments and modifications, when executed, becomes the contract or part of the contract between the parties.
11. Any proposal submitted which requires a down payment or prepayment of any kind prior to work completion and full acceptance as being in conformance with specifications will not be considered for award.
12. All costs incurred in the preparation and presentation of this proposal, in any way whatsoever, shall be wholly absorbed by the prospective firm. All supporting documentation shall become the property of the City of

Rochester Hills unless requested otherwise at time of submission. The confidentiality or disclosure of any information submitted is governed by the Michigan FOIA. The City cannot promise, warrant or guarantee confidentiality nor that the information presented will be exempt from disclosure under FOIA. The City may honor requests for confidentiality only to the extent that FOIA permits.

13. The City reserves the right to waive any informality in the proposal received, and to accept any proposal or part thereof, which it shall deem to be most favorable to the interests of the City.

14. Any deviation from the specifications must be noted in the proposals.

15. Municipalities in Michigan are exempt from Michigan State Sales and Federal Excise Taxes. Prices quoted shall not include Federal or State taxes. The City will furnish the successful proposer with tax exemption certificates when requested.

16. All correspondence or inquiries from interested firms regarding this proposal shall be directed to the attention of: Debbie Scully, CPPB, Senior Procurement Analyst, City of Rochester Hills Purchasing Division, 1000 Rochester Hills Drive, Rochester Hills, MI, 48309, 248-841-2539, [scullyd@rochesterhills.org](mailto:scullyd@rochesterhills.org).

17. Only those person(s) designated above are authorized to seek additional information from prospective firms regarding their proposals. Correspondence or inquiries made directly to firms regarding their proposals from all other persons are to be directed to those city employees designated above for appropriate review and response.

18. Contracts for work under this proposal will obligate the firm to not discriminate on the grounds of race, color, creed, religion or national origin in their employment practices.

19. If the awarded Contractor should neglect to perform the work properly or fail to perform any provision of this contract, the City, ten (10) days after providing written notice to the Contractor may without prejudice to any other remedy, make good such deficiencies and may deduct the cost thereof from the payment due to the Contractor plus twenty (20%) percent for failure to perform.

20. No contract may be assigned, sublet or transferred without the written consent of the City. Any subcontractor, so approved, shall be bound by the terms and conditions of this contract. The contractor shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify the City for such acts or omissions.

21. In the event of bankruptcy proceedings are commenced by or against the Contractor or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit of creditors of either party. The City shall be entitled to terminate without further cost or liability. The City may cancel the agreement/contract or affirm the contract and hold the Contractor responsible for damages.

22. It shall be the proposers' responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become a part of the contract and all proposers shall be bound by such changes or addenda.

23. Proposers are advised that the RFP is considered to be under evaluation from the opening date until contract award. The Purchasing Division and City staff are restricted from giving any information relative to the "progress" of the evaluation during this time, except as described in this RFP and as required to administer the evaluation process. Proposers will be notified when an award is made and a notice posted on the MITN website.

24. As this Request for Proposals is being made available by electronic means, the proposer accepts full responsibility to insure that no changes are made to the Request for Proposals documents. In the event of conflict between a version of the Request for Proposals submitted by proposer and the version maintained by the City of Rochester Hills Purchasing Division, the version maintained by the City of Rochester Hills Purchasing Division shall govern.

25. In the case of default by the Contractor, the City may procure the product or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

26. The City reserves the right to terminate the contract without penalty upon 30 days written notice due to poor performance or for reasons deemed to be in its best interest. A designated representative of the City will be solely responsible for determining acceptable performance levels. His/her decision will be deemed in the City best interest and will be final. The City reserves the right to re-award the contract to the second most qualified proposal, re-bid the contract or do whatever is deemed to be in its best interest.

27. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the City.

## **INSURANCE REGULATIONS**

The vendor shall not commence work until he has obtained and delivered to the City of Rochester Hills the certificate of insurance required under this paragraph. All insurance carriers must be acceptable to the City and licensed and admitted to do business in the State of Michigan. Certificate of Insurance and required endorsements shall be sent electronically to the City of Rochester Hills to the attention of the purchasing division at the following email address: [purchasing@rochesterhills.org](mailto:purchasing@rochesterhills.org).

A new certificate of insurance shall be provided to the City each year at the time of policy renewal. Failure of the Vendor to maintain the required insurance shall be grounds for contract cancellation.

1. **Commercial General Liability Insurance:** The Vendor shall procure and maintain during the life of the blanket purchase order/contract, Commercial General Liability Insurance on an “Occurrence Basis” with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
2. **Motor Vehicle Liability:** The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
3. **Umbrella Liability Insurance:** The Vendor shall procure and maintain during the life of this contract Umbrella Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence.
4. **Workers’ Compensation Insurance:** The contractor shall procure and maintain during the life of this contract, Workers’ Compensation Insurance, including employers’ liability coverage, in accordance with all applicable statutes of the State of Michigan.

5. **Additional Insured:** Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating: *“It is understood and agreed that the following shall be Additional Insureds: the City of Rochester Hills, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.”*
  
6. **Cancellation Notice:** Workers’ Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: “It is understood and agreed that Sixty (60) days Advanced Written Notice of Cancellation, Non-Renewal, Reduction and / or Material Change shall be sent to the City of Rochester Hills, 1000 Rochester Hills, Michigan 48309.”
  
7. **Proof of Insurance Coverage:** The Contractor shall provide the City of Rochester Hills, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the City of Rochester Hills at least ten (10) days prior to the expiration date.

**Hold Harmless**

To the fullest extent permitted by law, Vendor agrees to defend, pay in behalf of, indemnify and hold harmless the City of Rochester Hills, its elected and appointed officials, employees and volunteers and others working in behalf of the City of Rochester Hills, against any and all claims, demands, suits, or loss, including all costs and attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Rochester Hills, its elected and appointed officials, employees, volunteers or others working in behalf of the City of Rochester Hills, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.

## SPECIAL TERMS AND CONDITIONS

1. **COOPERATIVE PURCHASING:** The City is acting as a contracting agency for any other governmental agency that elects to utilize the resulting contract through participation in National IPA. All transactions, purchase orders, etc., will occur directly between the Contractor and each Participating Agency individually, and neither National IPA nor any governmental agency shall be liable for any acts, liabilities, damages, etc. incurred by any other Participating Agency. Participating Agencies' appropriate purchasing laws, rules, and regulations apply to purchases made under the contract.
2. **FOB DESTINATION FREIGHT PREPAID:** Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.
3. **RIGHT TO TERMINATE FOR CHANGE IN OWNERSHIP OR MATERIAL RESTRUCTURE OF THE CONTRACTOR:** In addition to the Termination of Contract clause in the Standard Terms and Conditions section of this solicitation and resulting contract, the City reserves the right to cancel the whole or part of this contract within 60 days written notice of the completion of any material change of ownership in the Contractor's company, including its sale, merger, consolidation or dissolution.
4. **TERM AND RENEWAL:** The term of the Contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Rochester Hills shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.
5. **PRICE ADJUSTMENT:** The City will review fully documented requests for price adjustment after any Contract has been in effect for one (1) year. Any price adjustment will only be made at the time of Contract renewal and/or extension and will be a factor in the extension review process. The City will determine whether the requested price adjustment or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the Contract extension.
6. **SUBSTITUTE ITEMS:** The City intends to award Contract(s) for particular products as result of this solicitation. In the event that a product is discontinued by the manufacturer, the City at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request permission to substitute a new product or model and provide the following:
  - A formal announcement from the manufacturer that the product or model has been discontinued.
  - Documentation from the manufacturer that names the replacement product or model.
  - Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.
  - Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
  - Documentation confirming that the price for the replacement is the same as or less than the discontinued model.



**PRICE PAGE**

The Price Page lists products that will likely be purchased under the contract. This list is not all-inclusive. The following items are listed for the purpose of comparing discounts offered. Actual items and quantities will vary. The resulting Purchase Order will be awarded based upon the Price Schedule (discount/mark-up) as given, which shall be used to compute the prices below. The City reserves the right to exclude from the evaluation any sample items listed (e.g. If an item has been recently discontinued and was unknown by the City when this document was prepared). The expectation is that the successful Contractor shall provide their entire catalog of products at the pricing formula offered. Vendors should submit pricing for full catalog of products and services, including delivery rates, as well as national discounts offered in Excel format.

The quantities shown are estimates only and the City reserves the right to increase or decrease amounts as circumstances may require.

**FERTILIZER, SOIL AMENDMENTS, HERBICIDES AND PESTICIDES AND GRASS SEED:** Submit per unit pricing.

Item No.	Est. Annual Usage	Description	Manufacturer & Product Number	Package Size	Unit of Measure	Unit Cost	Extended Cost
		<b>Group 1 - Fertilizers</b>					
1	1,400 lbs.	14-25-12 Polyon Fertilizer			Pound	\$ /lb.	\$
2	2,250 lbs.	25-0-10 Polyon Fertilizer			Pound	\$ /lb.	\$
		<b>Group 2 – Soil Amendments</b>					
1	3,600 lbs.	Verde-Cal G Greens Grade			Pound	\$ /lb.	\$
2	2,500 lbs.	Turface Quick Dry			Pound	\$ /lb.	\$
		<b>Group 3 – Herbicides and Pesticides</b>					
1	150 lbs.	Freehand 1.75G Herbicide			Pound	\$ /lb.	\$
2	5 gallons	Triplet SF			Gallon	\$ /gal.	\$
		<b>Group 4 – Grass Seed</b>					
1	3,600 lbs.	Elite Sunny Seed Mix			Pound	\$ /lb.	\$
2	50 lbs.	Ideal Shade Mix			Pound	\$ /lb.	\$
3	1,100 lbs.	Overseeder II Mix			Pound	\$ /lb.	\$

The undersigned hereby declares that he/she has carefully examined the general conditions and specifications and will provide a combination sewer truck as described herein for the price set forth in this proposal. Any changes to the specifications will be presented in writing and its impact on the final cost will be discussed and mutually agreed upon before the delivery of the services.

The undersigned further declares that the language contained in the City’s Request for Proposal document has not been changed or altered in any way in the vendor’s submitted proposal, inclusive of the Vendor Questionnaire, Pricing Forms, Vendor Reference Forms and Signature Page. Any alteration(s) of any kind are grounds for disqualification.

It is understood that all proposed prices shall remain in effect for at least one hundred eighty (180) days from the date of the proposal opening to allow for the award and that, if chosen the successful vendor, the prices will remain firm through invoice.

This proposal is genuine and not collusive or sham and that the proposer has not in any manner, directly or indirectly, agreed or colluded with any other firm or association to submit a sham proposal or to refrain from proposing or in any way fix this proposal or that of any other proposer or to secure any advantage against the City.

The undersigned certifies on behalf of the Proposer that the Proposer is not an “Iran Linked Business,” as defined in the Iran Economic Sanctions Act of the State of Michigan, 2012 PA 517.

**SIGNATURE PAGE**

_____ Signature	_____ Company Name
_____ Print Name	_____ Company Address
_____ Title	_____ City                      State                      Zip
_____ Telephone #	_____ Fax #
_____ Email Address	<u><i>CHECK ONE</i></u> Partnership                      _____ Non Profit Corp.                      _____ Profit Corp.                      _____ Other                      _____
_____ Federal Tax ID #	

## **ATTACHMENTS**

### **Attachment A – National IPA – Requirements for Cooperative Contract**

## Attachment A – National IPA Exhibits



### **Requirements for National Cooperative Contract To be Administered by National Intergovernmental Purchasing Alliance Company**

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

National IPA Exhibit A – NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

National IPA Exhibit B – NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

National IPA Exhibit C – NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

National IPA Exhibit D – NATIONAL IPA PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

National IPA Exhibit E – NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE

National IPA Exhibit F – NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

**1.0 SCOPE OF NATIONAL COOPERATIVE CONTRACT**

**1.1 Requirement**

The City of Rochester Hills, MI (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company (“National IPA”), is requesting proposals for Combination Sewer Trucks, Parts, Accessories, Supplies and Related Services. The intent of this Request for Proposal is that any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (hereinafter defined and referred to as the “Master Agreement”) be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through National IPA’s cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with National IPA (an example of which is included as Exhibit D) and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency, including the Principal Procurement Agency, will be preceded by their registration with National IPA as a Participating Public Agency in National IPA’s cooperative purchasing program. Registration with National IPA as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through National IPA.

All transactions, purchase orders, etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither National IPA, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency.

This Exhibit A defines the expectations for qualifying Suppliers based on National IPA’s requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through National IPA.

These requirements are incorporated into and are considered an integral part of this RFP. National IPA reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies.

**1.2 Marketing and Administrative Support**

During the term of the Master Agreement National IPA intends to provide marketing and administrative support for Supplier pursuant to this section 1.2 that directly promotes the Supplier’s products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

The National IPA marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Marketing collateral (print, email, presentations)
- B. Website support
- C. Trade shows/conferences/meetings
- D. Advertising

The National IPA sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The National IPA contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies, prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an administrative fee of 2% of the greater of the Contract Sales under the Master Agreement and guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the National IPA Administration Agreement (refer to Exhibit B).

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the National Intergovernmental Purchasing Alliance Company Administration Agreement between Supplier and National IPA (the "National IPA Administration Agreement")

### **1.3 Estimated Volume**

The dollar volume purchased under the Master Agreement is estimated to be approximately 25 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and National IPA.

### **1.4 Award Basis**

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will be the basis of award on a national level through National IPA. If multiple suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through National IPA. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and National IPA shall agree.

**1.5 Objectives of Cooperative Program**

This RFP is intended to achieve the following objectives regarding availability through National IPA's cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

**2.0 REPRESENTATIONS AND COVENANTS**

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and National IPA designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

**2.1 Corporate Commitment**

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with National IPA and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

**2.2 Pricing Commitment**

Supplier commits that the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, that the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

**2.3 Sales Commitment**

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through National IPA nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to National IPA in accordance with the National IPA Administration Agreement. Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

### **3.0 SUPPLIER QUALIFICATIONS**

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through National IPA.

#### **3.1 Company**

- A. Brief history and description of your company.
- B. Total number and location of sales persons employed by your company.
- C. Number and location of support centers (if applicable).
- D. Annual sales for the three previous fiscal years.
- E. Submit your FEIN and Dunn & Bradstreet report.

#### **3.2 Distribution, Logistics**

- A. Describe how your company proposes to distribute the products/service nationwide.
- B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- C. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
- D. State any return and restocking policy and fees, if applicable, associated with returns.

#### **3.3 Marketing and Sales**

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:
  - a. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
  - b. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days
- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
  - a. Creation and distribution of a co-branded press release to trade publications within first 10 days
  - b. Announcement, contract details and contact information published on the company website within first 30 days
  - c. Design, publication and distribution of co-branded marketing materials within first 90 days
  - d. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
  - e. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to



**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.

- f. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
  - g. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, etc.)
  - h. Dedicated National IPA internet web-based homepage with:
    - National IPA standard logo;
    - Copy of original Request for Proposal;
    - Copy of contract and amendments between Principal Procurement Agency and Supplier;
    - Summary of Products and pricing;
    - Marketing Materials
    - Electronic link to National IPA's online registration page;
    - A dedicated toll free number and email address for National IPA
- C. Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through National IPA. Include a list of current cooperative contracts (regional and national) your company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
- D. Acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions.
- E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:
- i. Master Agreement was competitively solicited by a Principal Procurement Agency
  - ii. Best government pricing
  - iii. No cost to participate
  - iv. Non-exclusive contract
- F. Supplier is responsible for the training of its national sales force on the Master Agreement. At a minimum, sales training should include:
- i. Key features of Master Agreement
  - ii. Working knowledge of the solicitation process
  - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through National IPA
- G. Provide contact information for the person(s), who will be responsible for:
- a. Marketing
  - b. Sales
  - c. Sales Support
  - d. Financial Reporting
  - e. Contracts
- H. Describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- I. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

- J. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, etc.
- K. State the amount of your company's Public Agency sales for the previous fiscal year. Provide a list of your top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- L. Describe your company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
- M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that your company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement.

\$\_\_\_\_\_.00 in year one  
\$\_\_\_\_\_.00 in year two  
\$\_\_\_\_\_.00 in year three

- N. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation that is for Products covered under the Master Agreement.
  - i. Respond with Master Agreement pricing (Contract Sales reported to National IPA).
  - ii. If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to National IPA under the Master Agreement.
  - iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement.
  - iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail your strategies under these options when responding to a solicitation.

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY  
ADMINISTRATION AGREEMENT**

This ADMINISTRATION AGREEMENT (the "Agreement") is made this \_\_\_ day of \_\_\_\_\_ 20\_\_\_, between National Intergovernmental Purchasing Alliance Company ("National IPA"), and \_\_\_\_\_ (herein "Supplier").

**RECITALS**

**WHEREAS**, the \_\_\_\_\_ (herein "Principal Procurement Agency") has entered into a Master Agreement dated \_\_\_\_\_, Agreement No \_\_\_\_\_, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of \_\_\_\_\_ (herein "Product");

**WHEREAS**, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), that enter into (either via registration on the National IPA website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

**WHEREAS**, Participating Public Agencies may access the Master Agreement which is offered through National IPA to Public Agencies;

**WHEREAS**, National IPA serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

**WHEREAS**, Principal Procurement Agency desires National IPA to proceed with administration of the Master Agreement; and

**WHEREAS**, National IPA and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between National IPA and Supplier.

**NOW, THEREFORE**, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, National IPA and Supplier hereby agree as follows:

**DEFINITIONS**

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

## TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. National IPA shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to National IPA, its agents, employees, directors, and representatives under this Agreement including, but not limited to, the Supplier's obligation to provide appropriate insurance.

4. National IPA shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by National IPA solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, National IPA: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) shall not be obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) shall not be obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. National IPA makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

## TERM OF AGREEMENT

6. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of paragraphs 3, 4 and 5 hereof and the indemnifications afforded by the Supplier to National IPA herein and in the Master Agreement, to the extent such provision survive the term of the Master Agreement, shall survive the term of this Agreement.

## NATIONAL PROMOTION

7. National IPA and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of this Agreement at National IPA's sole discretion. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of the termination or expiration of the Master Agreement.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE**

8. Supplier shall require each Public Agency to register its participation in the National IPA program by either registering on the National IPA website, [www.nationalipa.org](http://www.nationalipa.org), or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order.

9. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases. In addition, Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and National IPA. Supplier and National IPA shall provide each respective party with its logo ("Logo") and the standard terms of use for its general use in marketing the Master Agreement. Both parties shall obtain written approval from the other party prior to use of such party's Logo. Notwithstanding, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

**MONTHLY REPORTING & FEES**

10. Supplier shall pay National IPA an administrative fee in the amount of \_\_\_% of the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). Supplier shall provide National IPA with an electronic accounting report, in Microsoft Excel, in the format prescribed by National IPA, on a monthly basis summarizing all Contract Sales for the applicable month. A sample of the Contract Sales reporting format is provided as Exhibit C, attached hereto and incorporated herein by reference.

11. Reports of Contract Sales for Principal Procurement Agency and Participating Public Agencies in each calendar month shall be provided by Supplier to National IPA by the 10<sup>th</sup> day of the following month. Such reports shall be accompanied by an administrative fee payment in the amount indicated on the report as being due. Administrative fee payments are to be paid by the Supplier to National IPA via Automated Clearing House (ACH) to the National IPA designated financial institution identified in Exhibit D. Failure to provide a monthly report or payment of the administrative fees within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at National IPA's sole discretion. All administrative fees not paid when due shall bear interest at a rate equal to the lesser of 1 1/2% per month or the maximum rate permitted by law until paid in full.

12. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. National IPA, or its designee, in National IPA's sole discretion, reserves the right to compare Participating Public Agency records with monthly reports submitted by Supplier for a period of four (4) years from the date National IPA receives such monthly report. National IPA may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by National IPA at the location designated by National IPA. In the event an underreporting of Contract Sales and a resulting underpayment of administrative fees is revealed, National IPA will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to National IPA's reasonable satisfaction, including payment of any administrative fees due and owing, together with interest thereon in accordance with Section 11, and reimbursement of National IPA's costs and expenses related to such audit.

## GENERAL PROVISIONS

13. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between National IPA and Supplier, the provisions of this Agreement shall prevail.

14. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

15. This Agreement and National IPA's rights and obligations hereunder may be assigned at National IPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform National IPA's obligations hereunder. Supplier may not assign its obligations hereunder without the prior written consent of National IPA.

16. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. National Intergovernmental Purchasing Alliance Company

National IPA  
Attn: President  
840 Crescent Centre Drive  
Suite 600  
Franklin, TN 37067

B. Supplier

17. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

18. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

19. This Agreement shall inure to the benefit of and shall be binding upon National IPA, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

20. This Agreement will be construed under and governed by the laws of the state of Delaware, excluding its conflicts of law provisions.

Authorized Signature, Supplier

NATIONAL INTERGOVERNMENTAL  
PURCHASING ALLIANCE COMPANY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

Sarah Vavra  
\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Vice President, Contracting – Public Sector  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

EXAMPLE

**MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

This Master Intergovernmental Cooperative Purchasing Agreement (the “Agreement”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate with National Intergovernmental Purchasing Alliance Company (“National IPA”) (“Principal Procurement Agencies”) to be appended and made a part hereof and such other public agencies who register to participate in the National IPA program by either registering on the National IPA website, [www.nationalipa.org](http://www.nationalipa.org), or executing a Master Intergovernmental Cooperative Purchasing Agreement with National IPA (“Participating Public Agencies”) to be appended and made a part hereof.

**RECITALS**

**WHEREAS**, after a competitive solicitation and selection process by Principal Procurement Agencies, a number of suppliers (each a “Supplier”) have entered into Master Supplier Agreements to provide a variety of goods, products and services (herein “Products”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

**WHEREAS**, Master Supplier Agreements are made available by Principal Procurement Agencies through National IPA and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase;

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products.
2. That the procurement of Products by Participating Public Agencies subject to this Agreement shall be conducted in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices.
3. That the cooperative use of solicitations obtained by the parties to this Agreement shall be in accordance with the terms and conditions of the Master Supplier Agreement, except as modification of those terms and conditions is otherwise allowed or required by applicable federal, state or local law.
4. That the Principal Procurement Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the procurement of Products by the Participating Public Agencies.
5. That the Participating Public Agencies that procure Products through any Master Supplier Agreement (each a, “Procuring Party”) will make timely payments to the Supplier for Products received in accordance with the terms and conditions of the Master Supplier Agreement. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase.



**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT C- NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT,  
EXAMPLE**

6. The Procuring Party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The Procuring Party shall be responsible for the ordering of Products 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 party harmless from any liability that may arise from action or inaction of the Procuring Party.
8. This agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 5, 6 and 7 hereof shall survive any such termination.
9. This agreement shall take effect after execution of the Principal Procurement Agency Certificate or Participating Public Agency Registration, as applicable.

EXAMPLE

**PRINCIPAL PROCUREMENT AGENCY CERTIFICATE**

In its capacity as Principal Procurement Agency for National IPA, NAME OF PPA agrees to pursue Master Agreements for Products as specified in the attached exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as \_\_\_\_\_ of and on behalf of NAME OF PPA (“Principal Procurement Agency”), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through National Intergovernmental Purchasing Alliance Company (“National IPA”) pursuant to the terms of the Administrative Agreement by and between National IPA and the applicable supplier.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, Principal Procurement Agency

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT F- NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT**

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with National IPA and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama*	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma*	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at [http://www.usa.gov/Agencies/State\\_and\\_Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml) and <http://www.usa.gov/Agencies/Local.shtml>

\*Some public agencies and political subdivisions of these states may be restricted by state statutes that limit competition among cooperative purchasing organizations by only allowing use of purchasing cooperatives sponsored by certain National Associations.

**Certain Public Agencies and Political Subdivisions:  
Cities, Towns, Villages and Boroughs including but not limited to:**

BAKER CITY GOLF COURSE, OR  
CITY OF ADAIR VILLAGE, OR  
CITY OF ASHLAND, OR  
CITY OF AUMSVILLE, OR  
CITY OF AURORA, OR  
CITY OF BAKER, OR  
CITY OF BATON ROUGE, LA  
CITY OF BEAVERTON, OR  
CITY OF BEND, OR  
CITY OF BOARDMAN, OR  
CITY OF BOSSIER CITY, LA  
CITY OF BROOKINGS, OR  
CITY OF BURNS, OR  
CITY OF CANBY, OR  
CITY OF CANYONVILLE, OR  
CITY OF CLATSKANIE, OR  
CITY OF COBURG, OR  
CITY OF CONDON, OR  
CITY OF COQUILLE, OR  
CITY OF CORVALLI, OR  
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR

CITY OF COTTAGE GROVE, OR  
CITY OF EUGENE, OR  
CITY OF FOREST GROVE, OR  
CITY OF GRANTS PASS, OR  
CITY OF GRESHAM, OR  
CITY OF HILLSBORO, OR  
CITY OF INDEPENDENCE, OR  
CITY AND COUNTY OF HONOLULU, HI  
CITY OF KENNER, LA  
CITY OF LA GRANDE, OR  
CITY OF LAFAYETTE, LA  
CITY OF LAKE CHARLES, OR  
CITY OF LEBANON, OR  
CITY OF MCMINNVILLE, OR  
CITY OF MEDFORD, OR  
CITY OF METAIRIE, LA  
CITY OF MILL CITY, OR  
CITY OF MILWAUKIE, OR  
CITY OF MONROE, LA  
CITY OF MOSIER, OR  
CITY OF NEW ORLEANS, LA  
CITY OF NORTH PLAINS, OR  
CITY OF OREGON CITY, OR  
CITY OF PILOT ROCK, OR

CITY OF PORTLAND, OR  
CITY OF POWERS, OR  
CITY OF PRINEVILLE, OR  
CITY OF REDMOND, OR  
CITY OF REEDSPORT, OR  
CITY OF RIDDLE, OR  
CITY OF ROGUE RIVER, OR  
CITY OF ROSEBURG, OR  
CITY OF SALEM, OR  
CITY OF SANDY, OR  
CITY OF SCAPPOOSE, OR  
CITY OF SHADY COVE, OR  
CITY OF SHERWOOD, OR  
CITY OF SHREVEPORT, LA  
CITY OF SILVERTON, OR  
CITY OF SPRINGFIELD, OR  
CITY OF ST. HELENS, OR  
CITY OF ST. PAUL, OR  
CITY OF SULPHUR, LA  
CITY OF TIGARD, OR  
CITY OF TROUTDALE, OR  
CITY OF TUALATIN, OR  
CITY OF WALKER, LA  
CITY OF WARRENTON, OR  
CITY OF WEST LINN, OR  
CITY OF WILSONVILLE, OR  
CITY OF WINSTON, OR  
CITY OF WOODBURN, OR  
LEAGUE OF OREGON CITIES  
THE CITY OF HAPPY VALLEY OREGON

**Counties and Parishes including but not limited to:**

ASCENSION PARISH, LA  
ASCENSION PARISH, LA, CLEAR OF COURT  
ASSOCIATION OF OREGON COUNTIES  
BAKER COUNTY, OR  
BENTON COUNTY, OR  
BOARD OF WATER SUPPLY, OR  
CADDO PARISH, LA  
CALCASIEU PARISH, LA  
CALCASIEU PARISH SHERIFF'S OFFICE, LA  
CITY AND COUNTY OF HONOLULU, HI  
CLACKAMAS COUNTY, OR  
CLACKAMAS COUNTY DEPT OF TRANSPORTATION,  
OR  
CLATSOP COUNTY, OR  
COLUMBIA COUNTY, OR  
COOS COUNTY, OR  
COOS COUNTY HIGHWAY DEPARTMENT, OR  
COUNTY OF HAWAII, OR  
CROOK COUNTY, OR  
CROOK COUNTY ROAD DEPARTMENT, OR  
CURRY COUNTY, OR  
DESCHUTES COUNTY, OR  
DOUGLAS COUNTY, OR  
EAST BATON ROUGE PARISH, LA  
GILLIAM COUNTY, OR  
GRANT COUNTY, OR  
HARNEY COUNTY, OR  
HARNEY COUNTY SHERIFFS OFFICE, OR

HAWAII COUNTY, HI  
HOOD RIVER COUNTY, OR  
JACKSON COUNTY, OR  
JEFFERSON COUNTY, OR  
JEFFERSON PARISH, LA  
JOSEPHINE COUNTY GOVERNMENT, OR  
LAFAYETTE CONSOLIDATED GOVERNMENT, LA  
LAFAYETTE PARISH, LA  
LAFAYETTE PARISH CONVENTION & VISITORS  
COMMISSION  
LAFOURCHE PARISH, LA  
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH  
REGION 3  
KAUAI COUNTY, HI  
KLAMATH COUNTY, OR  
LAKE COUNTY, OR  
LANE COUNTY, OR  
LINCOLN COUNTY, OR  
LINN COUNTY, OR  
LIVINGSTON PARISH, LA  
MALHEUR COUNTY, OR  
MAUI COUNTY, HI  
MARION COUNTY, SALEM, OR  
MORROW COUNTY, OR  
MULTNOMAH COUNTY, OR  
MULTNOMAH COUNTY BUSINESS AND COMMUNITY  
SERVICES, OR  
MULTNOMAH COUNTY SHERIFFS OFFICE, OR  
MULTNOMAH LAW LIBRARY, OR  
ORLEANS PARISH, LA  
PLAQUEMINES PARISH, LA  
POLK COUNTY, OR  
RAPIDES PARISH, LA  
SAINT CHARLES PARISH, LA  
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA  
SAINT LANDRY PARISH, LA  
SAINT TAMMANY PARISH, LA  
SHERMAN COUNTY, OR  
TERREBONNE PARISH, LA  
TILLAMOOK COUNTY, OR  
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR  
TILLAMOOK COUNTY GENERAL HOSPITAL, OR  
UMATILLA COUNTY, OR  
UNION COUNTY, OR  
WALLOWA COUNTY, OR  
WASCO COUNTY, OR  
WASHINGTON COUNTY, OR  
WEST BATON ROUGE PARISH, LA  
WHEELER COUNTY, OR  
YAMHILL COUNTY, OR

**Other Agencies including Associations, Boards,  
Districts, Commissions, Councils, Public  
Corporations, Public Development Authorities,  
Reservations and Utilities including but not limited  
to:**

BATON ROUGE WATER COMPANY  
BEND METRO PARK AND RECREATION DISTRICT  
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6,  
LA

BOARDMAN PARK AND RECREATION DISTRICT  
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA  
CENTRAL OREGON INTERGOVERNMENTAL  
COUNCIL  
CLACKAMAS RIVER WATER  
CLATSKANIE PEOPLE'S UTILITY DISTRICT  
CLEAN WATER SERVICES  
CONFEDERATED TRIBES OF THE UMATILLA INDIAN  
RESERVATION  
COOS FOREST PROTECTIVE ASSOCIATION  
CHEHALEM PARK AND RECREATION DISTRICT  
DAVID CROCKETT STEAM FIRE COMPANY #1, LA  
EUGENE WATER AND ELECTRIC BOARD  
HOODLAND FIRE DISTRICT #74  
HOUSING AUTHORITY OF PORTLAND  
ILLINOIS VALLEY FIRE DISTRICT  
LAFAYETTE AIRPORT COMMISSION, LA  
LOUISIANA PUBLIC SERVICE COMMISSION, LA  
LOUISIANA WATER WORKS  
MEDFORD WATER COMMISSION  
MELHEUR COUNTY JAIL, OR  
METRO REGIONAL GOVERNMENT  
METRO REGIONAL PARKS  
METROPOLITAN EXPOSITION RECREATION  
COMMISSION  
METROPOLITAN SERVICE DISTRICT (METRO)  
MULTNOMAH EDUCATION SERVICE DISTRICT  
PORTLAND DEVELOPMENT COMMISSION, OR  
PORTLAND FIRE AND RESCUE  
OREGON COAST COMMUNITY ACTION  
OREGON HOUSING AND COMMUNITY SERVICES  
OREGON LEGISLATIVE ADMINISTRATION  
SAINT LANDRY PARISH TOURIST COMMISSION  
SAINT TAMMANY FIRE DISTRICT 4, LA  
SALEM MASS TRANSIT DISTRICT  
SEWERAGE AND WATER BOARD OF NEW ORLEANS,  
LA  
TRI-COUNTY METROPOLITAN TRANSPORTATION  
DISTRICT OF OREGON  
TUALATIN HILLS PARK & RECREATION DISTRICT  
TUALATIN VALLEY FIRE & RESCUE  
WILLAMALANE PARK AND RECREATION DISTRICT  
WILLAMETTE HUMANE SOCIETY

**K-12 including but not limited to:**

ACADIA PARISH SCHOOL BOARD  
BEAVERTON SCHOOL DISTRICT  
BEND-LA PINE SCHOOL DISTRICT  
BOSSIER PARISH SCHOOL BOARD  
BROOKING HARBOR SCHOOL DISTRICT  
CADDO PARISH SCHOOL DISTRICT  
CALCASIEU PARISH SCHOOL DISTRICT  
CANBY SCHOOL DISTRICT  
CANYONVILLE CHRISTIAN ACADEMY  
CASCADE SCHOOL DISTRICT  
CASCADES ACADEMY OF CENTRAL OREGON  
CENTENNIAL SCHOOL DISTRICT  
CENTRAL CATHOLIC HIGH SCHOOL  
CENTRAL POINT SCHOOL DISTRICT NO.6

CENTRAL SCHOOL DISTRICT 13J  
COOS BAY SCHOOL DISTRICT NO.9  
CORVALLIS SCHOOL DISTRICT 509J  
COUNTY OF YAMHILL SCHOOL DISTRICT 29  
CULVER SCHOOL DISTRICT  
DALLAS SCHOOL DISTRICT NO.2  
DAVID DOUGLAS SCHOOL DISTRICT  
DAYTON SCHOOL DISTRICT NO.8  
DE LA SALLE N CATHOLIC HS  
DESCHUTES COUNTY SCHOOL DISTRICT NO.6  
DUFUR SCHOOL DISTRICT NO.29  
EAST BATON ROUGE PARISH SCHOOL DISTRICT  
ESTACADA SCHOOL DISTRICT NO.10B  
FOREST GROVE SCHOOL DISTRICT  
GEORGE MIDDLE SCHOOL  
GLADSTONE SCHOOL DISTRICT  
GRANTS PASS SCHOOL DISTRICT 7  
GREATER ALBANY PUBLIC SCHOOL DISTRICT  
HEAD START OF LANE COUNTY  
HIGH DESERT EDUCATION SERVICE DISTRICT  
HILLSBORO SCHOOL DISTRICT  
HOOD RIVER COUNTY SCHOOL DISTRICT  
JACKSON CO SCHOOL DIST NO.9  
JEFFERSON COUNTY SCHOOL DISTRICT 509-J  
JEFFERSON PARISH SCHOOL DISTRICT  
JEFFERSON SCHOOL DISTRICT  
JUNCTION CITY SCHOOLS, OR  
KLAMATH FALLS CITY SCHOOLS  
LAFAYETTE PARISH SCHOOL DISTRICT  
LAKE OSWEGO SCHOOL DISTRICT 7J  
LANE COUNTY SCHOOL DISTRICT 4J  
LINCOLN COUNTY SCHOOL DISTRICT  
LINN CO. SCHOOL DIST. 95C  
LIVINGSTON PARISH SCHOOL DISTRICT  
LOST RIVER JR/SR HIGH SCHOOL  
LOWELL SCHOOL DISTRICT NO.71  
MARION COUNTY SCHOOL DISTRICT  
MARION COUNTY SCHOOL DISTRICT 103  
MARIST HIGH SCHOOL, OR  
MCMINNVILLE SCHOOL DISTRICT NOAO  
MEDFORD SCHOOL DISTRICT 549C  
MITCH CHARTER SCHOOL  
MONROE SCHOOL DISTRICT NO.1J  
MUL TNOMAH EDUCATION SERVICE DISTRICT  
MULTISENSORY LEARNING ACADEMY  
MYRTLE PINT SCHOOL DISTRICT 41  
NEAH-KAH-NIE DISTRICT NO.56  
NEWBERG PUBLIC SCHOOLS  
NESTUCCA VALLEY SCHOOL DISTRICT NO.101  
NOBEL LEARNING COMMUNITIES  
NORTH BEND SCHOOL DISTRICT 13  
NORTH CLACKAMAS SCHOOL DISTRICT  
NORTH DOUGLAS SCHOOL DISTRICT  
NORTH WASCO CITY SCHOOL DISTRICT 21  
NORTHWEST REGIONAL EDUCATION SERVICE  
DISTRICT  
ONTARIO MIDDLE SCHOOL  
OREGON TRAIL SCHOOL DISTRICT NOA6  
ORLEANS PARISH SCHOOL DISTRICT  
PHOENIX-TALENT SCHOOL DISTRICT NOA

PLEASANT HILL SCHOOL DISTRICT  
PORTLAND JEWISH ACADEMY  
PORTLAND PUBLIC SCHOOLS  
RAPIDES PARISH SCHOOL DISTRICT  
REDMOND SCHOOL DISTRICT  
REYNOLDS SCHOOL DISTRICT  
ROGUE RIVER SCHOOL DISTRICT  
ROSEBURG PUBLIC SCHOOLS  
SCAPPOOSE SCHOOL DISTRICT 1J  
SEASIDE SCHOOL DISTRICT 10  
SHERWOOD SCHOOL DISTRICT 88J  
SILVER FALLS SCHOOL DISTRICT 4J  
SOUTH LANE SCHOOL DISTRICT 45J3  
SOUTHERN OREGON EDUCATION SERVICE DISTRICT  
SPRINGFIELD PUBLIC SCHOOLS  
SUTHERLIN SCHOOL DISTRICT  
SWEET HOME SCHOOL DISTRICT NO.55  
TERREBONNE PARISH SCHOOL DISTRICT  
THE CATLIN GABEL SCHOOL  
TIGARD-TUALATIN SCHOOL DISTRICT  
UMATILLA MORROW ESD  
WEST LINN WILSONVILLE SCHOOL DISTRICT  
WILLAMETTE EDUCATION SERVICE DISTRICT  
WOODBURN SCHOOL DISTRICT  
YONCALLA SCHOOL DISTRICT

#### **Higher Education**

ARGOSY UNIVERSITY  
BATON ROUGE COMMUNITY COLLEGE, LA  
BIRTHINGWAY COLLEGE OF MIDWIFERY  
BLUE MOUNTAIN COMMUNITY COLLEGE  
BRIGHAM YOUNG UNIVERSITY - HAWAII  
CENTRAL OREGON COMMUNITY COLLEGE  
CENTENARY COLLEGE OF LOUISIANA  
CHEMEKETA COMMUNITY COLLEGE  
CLACKAMAS COMMUNITY COLLEGE  
COLLEGE OF THE MARSHALL ISLANDS  
COLUMBIA GORGE COMMUNITY COLLEGE  
CONCORDIA UNIVERSITY  
GEORGE FOX UNIVERSITY  
KLAMATH COMMUNITY COLLEGE DISTRICT  
LANE COMMUNITY COLLEGE  
LEWIS AND CLARK COLLEGE  
LINFIELD COLLEGE  
LINN-BENTON COMMUNITY COLLEGE  
LOUISIANA COLLEGE, LA  
LOUISIANA STATE UNIVERSITY  
LOUISIANA STATE UNIVERSITY HEALTH SERVICES  
MARYLHURST UNIVERSITY  
MT. HOOD COMMUNITY COLLEGE  
MULTNOMAH BIBLE COLLEGE  
NATIONAL COLLEGE OF NATURAL MEDICINE  
NORTHWEST CHRISTIAN COLLEGE  
OREGON HEALTH AND SCIENCE UNIVERSITY  
OREGON INSTITUTE OF TECHNOLOGY  
OREGON UNIVERSITY SYSTEM  
PACIFIC UNIVERSITY/PIONEER PACIFIC COLLEGE

PORTLAND COMMUNITY COLLEGE  
PORTLAND STATE UNIVERSITY  
REED COLLEGE  
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII  
ROGUE COMMUNITY COLLEGE  
SOUTHEASTERN LOUISIANA UNIVERSITY  
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)  
SOUTHWESTERN OREGON COMMUNITY COLLEGE  
TULANE UNIVERSITY  
TILLAMOOK BAY COMMUNITY COLLEGE  
UMPQUA COMMUNITY COLLEGE  
UNIVERSITY OF HAWAII BOARD OF REGENTS  
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE  
UNIVERSITY OF OREGON-GRADUATE SCHOOL  
UNIVERSITY OF PORTLAND  
UNIVERSITY OF NEW ORLEANS  
WESTERN OREGON UNIVERSITY  
WESTERN STATES CHIROPRACTIC COLLEGE  
WILLAMETTE UNIVERSITY  
XAVIER UNIVERISTY

#### **State Agencies**

ADMIN. SERVICES OFFICE  
BOARD OF MEDICAL EXAMINERS  
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY  
HAWAII DEPARTMENT OF TRANSPORTATION  
HAWAII HEALTH SYSTEMS CORPORATION  
OFFICE OF MEDICAL ASSISTANCE PROGRAMS  
OFFICE OF THE STATE TREASURER  
OREGON BOARD OF ARCHITECTS  
OREGON CHILD DEVELOPMENT COALITION  
OREGON DEPARTMENT OF EDUCATION  
OREGON DEPARTMENT OF FORESTRY  
OREGON DEPT OF TRANSPORTATION  
OREGON DEPT. OF EDUCATION  
OREGON LOTTERY  
OREGON OFFICE OF ENERGY  
OREGON STATE BOARD OF NURSING  
OREGON STATE DEPT OF CORRECTIONS  
OREGON STATE POLICE  
OREGON TOURISM COMMISSION  
OREGON TRAVEL INFORMATION COUNCIL  
SANTIAM CANYON COMMUNICATION CENTER  
SEIU LOCAL 503, OPEU  
SOH- JUDICIARY CONTRACTS AND PURCH  
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII  
STATE OF HAWAII  
STATE OF HAWAII, DEPT. OF EDUCATION  
STATE OF LOUISIANA  
STATE OF LOUISIANA DEPT. OF EDUCATION  
STATE OF LOUISIANA, 26<sup>TH</sup> JUDICIAL DISTRICT  
ATTORNEY

