



REQUEST FOR PROPOSAL

Solicitation No: RFP 10-0012

For the Provision of
Self Contained Breathing Apparatus (SCBA)
Equipment Parts and Services

SOLICITATION DUE DATE AND TIME

August 31, 2010 at 4:00 PM

Lead Agency:
Tualatin Valley Fire & Rescue
20665 SW Blanton Street
Aloha, Oregon 97007
July 28, 2010



Tualatin Valley Fire & Rescue
Finance Department
20665 SW Blanton Street, Aloha, OR 97007
Phone: 503-259-1157, Fax: 503-649-2706

REQUEST FOR PROPOSAL

Goods or Services – Requirements Basis
Solicitation No: RFP 10-0012

The purpose of this Request for Proposal (Solicitation) is to obtain competitive Proposals from qualified Vendors (Proposers) interested in the provision of Self Contained Breathing Apparatus (SCBA) Equipment Parts and Services for Tualatin Valley Fire & Rescue, as well as public and nonprofit members of National Purchasing Partners (NPP), dba FireRescue GPO (FRGPO).

The intention of this RFP is to establish a national price agreement with one or more manufacturers and/or distributors of SCBA equipment parts and services. Significant sales potential exist because the resulting price agreement for national Proposers will include cooperative purchasing language that will permit use of the price agreement nationwide without the need for authorized public agencies to duplicate the formal solicitation process or expend staff resources and funds.

Proposers shall submit their Proposal, pursuant to the instructions of this Solicitation, to the TVF&R Purchasing Manager, or designee, at the Command and Business Operations Center, 20665 SW Blanton Street, Aloha, OR 97007, PRIOR to:

SOLICITATION DUE DATE AND TIME

August 31, 2010 at 4:00 PM

No Public Opening will occur. Proposals will be prepared for evaluation.

**Proposers are solely responsible for ensuring that TVF&R receives its Proposal.
Late Proposals will not be accepted.**

Questions and comments regarding this Solicitation must be ONLY IN WRITING and directed to the undersigned by email to Eric.Wicks@tvfr.com, or by FAX 503-649-2706. This Solicitation may be viewed at the address above, contact Eric Wicks, Purchasing Manager at 503-259-1157.

Sincerely,

A handwritten signature in black ink that reads 'Eric Wicks'.

Eric Wicks, CPPB
Purchasing Manager/Contracts Administrator

PROPOSALS SHALL BE PURSUANT TO THE PROVISIONS OF THIS SOLICITATION

**TVF&R MAY REJECT ANY PROPOSAL NOT IN COMPLIANCE WITH ALL PRESCRIBED
REQUIREMENTS**

SECTION I – INTRODUCTION

Solicitation No: RFP 10-0012 Self Contained Breathing Apparatus Equipment Parts and Services

1. **DEFINITIONS.** This Solicitation is issued pursuant to the Oregon Revised Statutes Chapter 279A and 279B and the Oregon Attorney General Model Rules. The term "Lead Agency" throughout this Solicitation means Tualatin Valley Fire & Rescue. "Cooperative Purchasing Group" means any agency that is a member of National Purchasing Partners (NPP), dba Fire Rescue GPO (FRGPO), and any Oregon contracting agency. The term "Evaluation Team" means staff members on the evaluation team from the Lead Agency and FRGPO. "Proposer" means the Person or Firm that submits a Proposal in response to this Solicitation. "Vendor" means the Proposer(s) awarded a Price Agreement as a result of this Solicitation. "Closing" is the Solicitation due date and time. Capitalized terms in this Solicitation are defined in ORS 279A and B and/or the Attorney General Model Rules; links to these files can be found on the Lead Agency World Wide Web Site: <http://tvfr.com/resources/BidsRFP.aspx>.
2. **SOLICITATION REVIEW.** Proposers must carefully review this Solicitation and are responsible for knowing and understanding the terms and conditions. Unless defects, ambiguities, omissions, or errors are brought to the Lead Agency's attention in writing by Noon on July 28, 2010, protests based on such defects, ambiguities, omissions, or errors received after issuance of the Notice of Intent to Award (NIA) may not be favorably considered.
3. **COOPERATIVE PURCHASING & ADMINISTRATION FEE.**
 - a. FRGPO provides group purchasing opportunities and purchasing administrative support for governmental entities and non-profit institutions within its membership. FRGPO's membership includes participating public and non-profit entities across the United States. FRGPO provides vendor exposure and marketing support for the successful Proposer's products throughout its membership.
 - b. Successful Proposers servicing FRGPO membership are required to pay a Contract Administration Fee representing one percent (1%) of actual sales under the Price Agreement.
 - c. A portion of said fee is distributed to FRGPO and is used to offset the costs of member programs, FRGPO costs, and the marketing and administration of FRGPO. Successful Proposers will be required to execute the FRGPO Vendor Administration Agreement (ATTACHMENT B). Membership in FRGPO is offered at no cost to all Lead and Participating Agency members.
4. **PROJECT SCOPE.**
 - a. The purpose of this Solicitation is to establish a 'discount-off -list price', or 'cost-plus' Price Agreement with one or more manufacturers or distributors of SCBA Equipment Parts and Services for the benefit of the Cooperative Purchasing Group* upon the member's execution of an Intergovernmental Agreement with the Lead Agency. In the event of a multiple award, the intent is to allow the broadest possible spectrum of buying opportunity for SCBA brands for the large and diverse Cooperative Purchasing Group. Proposers may be local qualified companies with or without national presence provided the local company can provide the products and services requested.

*Tualatin Valley Fire & Rescue has standardized its SCBA program to Scott Health & Safety Brand. One Price Agreement resulting from this RFP will be awarded to Scott Health & Safety as a sole-source manufacturer to accommodate Tualatin Valley Fire & Rescue purchase needs. More information and specifications for a Tualatin Valley Fire & Rescue purchase is contained in Section V.
 - b. There is no guarantee that any dollar amounts shall be expended through the duration of the resultant price agreement.

SECTION I – INTRODUCTION

Solicitation No: RFP 10-0012 Self Contained Breathing Apparatus Equipment Parts and Services

- c. Vendor shall work directly with each Agency of the Cooperative Purchase Group to establish a purchase order or contract which will be pursuant to the proposed pricing by the Vendor and the terms and conditions of this RFP.
- d. Vendors shall furnish and assume full responsibility for everything required for the orderly progress and proper execution and completion of any purchase made by the Cooperative Purchasing Group Agency, whether temporary or permanent, including but not limited to, materials, equipment, labor including any subcontractor, transportation, equipment and machinery, tools, and other facilities and incidentals.
- e. Delivery of all goods and/or services shall be priced FOB Destination to the delivery address listed on the issued purchase order(s) or contract(s).
- f. Vendor shall not have any public or private interest and shall not acquire directly or indirectly any such interest which conflicts in any manner with the performance of its services.

5. **PRICE AGREEMENT.**

- a. “Requirements” or "as needed basis".
 - i. The successful Proposer(s) will comply with the price agreement terms and conditions under Section VI of this RFP.
 - ii. Individual purchase orders will be issued by an Agency of the Cooperative Purchasing Group on an as required or needed basis.
 - A. There is no guarantee that any dollar amounts shall be expended through the duration of the resultant price agreement.
 - iii. Price Agreement Period. The Price Agreement period shall be from approx. August 23, 2010 (estimated Award Date) to June 30, 2013 unless terminated prior pursuant to the termination clause in Section VI.
 - A. Price Agreement(s) may be extended upon mutual agreement of the Vendor(s) and the Lead Agency. Extensions/roll over offers will be issued at the beginning of the second quarter of each contract year subject to a rollover (March 2013 will be the first).
- b. Pricing. Pricing shall remain firm and fixed during the price agreement period. Adjustments are only allowed pursuant to the Escalation / De-escalation clause in Section VI.
- c. Proposer shall provide detailed pricing as explained in Section III, under Proposal Content.
- d. Purchase Orders (Orders) shall be placed by individual Cooperative Purchasing Group

- 6. **LEAD AGENCY REPRESENTATIVE.** The Lead Agency’s representative for this agreement is Eric Wicks, Purchasing Manager/Contracts Administrator, 503-259-1157, Eric.Wicks@tvfr.com.

SECTION II – INSTRUCTIONS TO OFFERORS

Solicitation No: RFP 10-0012 Self Contained Breathing Apparatus Equipment Parts and Services

1. SUBMITTING A PROPOSAL

- a. Submission. Proposer shall submit their Proposal to the Lead Agency in accordance with all prescribed requirements and instructions
 - i. Proposer shall meet or exceed exactly the terms and conditions stipulated herein; see more information in Section III.
 - ii. Proposer shall provide the documents listed at the bottom of the Proposer Certification Form and any other document(s) requested by the Lead Agency.
 - iii. Proposer shall initial any correction or erasures to their Proposal.
 - iv. Proposer shall submit its Proposal on the form(s) provided.
- b. Identification of Proposal:
 - i. To ensure proper identification and handling, Proposal shall be submitted in a sealed envelope appropriately marked with the Proposer's name and address and the RFP number in large block numbers. Proposal must be mailed or hand delivered to 20665 SW Blanton Street, Aloha, OR.
 - ii. The Lead Agency shall not consider Electronic Proposals or facsimile Proposals.
- c. Receipt of Proposal. Each Proposer is responsible for ensuring the Lead Agency receives its Proposal at the required delivery point prior to the Closing. The Lead Agency reserves the right to consider proposals that have been delayed or mishandled by the Lead Agency.
- d. Confidentiality of Proposal. The Lead Agency may withhold from disclosure information in accordance with ORS 279B.055(5)(c): trade secrets or confidential information pursuant to ORS 192.501 or 192.502 (but not pricing if awarded a Price Agreement). A Proposer shall make such information perfectly obvious to the Lead Agency in its Proposal by indicating in bold capitalized letters prior to the information.

2. TIME FOR ACCEPTANCE.

- a. A Proposer's submission in response to this Solicitation is an offer to enter into a Price Agreement, the Proposer acknowledges Proposer has read, understands and agrees to be bound by the terms and conditions herein.
- b. The Proposal is a firm offer, irrevocable, valid and binding on the Proposer for not less than sixty (60) Days.
- c. The Proposer must not make its Proposal contingent upon the Lead Agency's acceptance of any terms or conditions (including Specifications) other than those contained in this Solicitation.

3. ADDENDA.

- a. Issuance. The Lead Agency may change the Solicitation Document only by Written Addenda. Any addenda issued shall become an integral part of this Solicitation.
- b. Receipt. A Proposer shall provide written acknowledgment of receipt of all issued Addenda with its Proposal on the provided Proposer Certification form.
- c. Notice and Distribution. The Lead Agency shall notify all known interested Proposers of Addenda by Email or fax. Addenda shall be posted and made available for download from the Lead Agency's website <http://www.tvfr.com/resources/RFPs/Default.aspx>.
- d. **IT IS THE PROPOSER'S RESPONSIBILITY TO MAKE INQUIRY OF ISSUED ADDENDA.**

4. PRE-CLOSING MODIFICATION OR WITHDRAWAL OF PROPOSALS. Proposers may modify or withdraw their Proposal pursuant to OAR 137-047-0440.

5. LATE PROPOSALS, WITHDRAWALS, OR MODIFICATIONS. The Lead Agency shall not consider late proposals, late withdrawals or late modifications except as permitted in MISTAKES below. Any proposal, withdrawal, or modification received after Closing is late. The Lead Agency

SECTION II – INSTRUCTIONS TO OFFERORS

Solicitation No: RFP 10-0012 Self Contained Breathing Apparatus Equipment Parts and Services

reserves the right to consider late proposals, late withdrawals or late modifications if the Lead Agency finds that such proposal, withdrawal or modification has been mishandled by the Lead Agency.

6. **RECEIPT, OPENING, AND RECORDING OF PROPOSALS.**
 - a. The Lead Agency shall hand-mark or stamp each Proposal and any modification upon receipt with the date and time received.
 - b. The Lead Agency's official bid time clock is an atomic clock maintained by the Purchasing Manager which will be present before proposals are due in the lobby of the Command and Business Operations Center at 20665 SW Blanton Street, Aloha, OR 97007.
 - c. The Lead Agency shall not be responsible for the premature opening or failure to open a Proposal that is not properly addressed and/or identified.
 - d. The Lead Agency shall publicly open Bids received in a timely manner and in proper form, including any modifications made to the Bid, after the Closing.

7. **MISTAKES.** To protect the integrity of the competitive procurement process and to assure fair treatment of Proposers, the Lead Agency should carefully consider whether to permit waiver, correction or withdrawal of Proposals for certain mistakes and only pursuant to ORS 137-047-0470.

8. **PROPOSAL EVALUATION AND AWARD.**
 - a. Evaluation. The Evaluation Team shall evaluate all responsive Proposals received based on the requirements established in Section III.
 - b. Award.
 - i. Award in part or in whole is contingent upon available funding. In the event adequate funds are not appropriated and allocated by the Board, the Lead Agency reserves the right to cancel any Solicitation at no penalty.
 - ii. If awarded, the Lead Agency shall award a Price Agreement to the Responsible Proposer submitting the most advantageous, Responsive Proposal. Pursuant to OAR 137-047-0500, the Lead Agency may only award a Price Agreement to a Responsible Proposer. To aid the Lead Agency in the Responsibility determination, the Proposer shall complete and submit the Proposer Responsibility Form, please see enclosures attached.
 - iii. Multiple Award. The Lead Agency may Award multiple Price Agreements under this Solicitation. Multiple Awards shall not be made if a single Award will meet the Cooperative Purchasing Group's needs. A multiple Award may be made if Award to two or more Proposers of similar Goods or Services is necessary for adequate availability, delivery, service or product compatibility. A notice to prospective Proposers that multiple Price Agreements may be Awarded for this Solicitation shall not preclude the Lead Agency from Awarding a single Price Agreement.

9. **NOTICE OF INTENT TO AWARD.** The Lead Agency shall provide written Notice of Intent to Award (NIA) to all Proposers at least seven (7) calendar days before the Award of a Price Agreement. The NIA will be sent by Email or fax to all Proposers. The Lead Agency's Award must not be final until the latter of the following: The expiration of the Price Agreement Award protest period provided in OAR 137-047-0740, or until the Lead Agency provides Written response to all timely filed protests denying the protest(s) and affirming the Award.

10. **PROPOSERS RIGHT TO PROTEST SOLICITATION AND AWARD.** Proposers shall fully comply with the rules and statutes of this section in order for a protest to be accepted by the Lead Agency:

SECTION II – INSTRUCTIONS TO OFFERORS

Solicitation No: RFP 10-0012 Self Contained Breathing Apparatus Equipment Parts and Services

- a. Solicitation. Pursuant to OAR 137-047-0730, a Proposer may protest the procurement process or the Solicitation. Such protest shall be submitted prior to Noon on July 28, 2010.
 - b. Award. Pursuant to OAR 137-047-0740, a Proposer may protest the Notification of Intent to Award (NIA) a Price Agreement. Such protest shall be submitted prior to Noon on the seventh day proceeding the date listed on the NIA.
11. **PROPOSAL REJECTION.** The Lead Agency may reject any Proposal as set forth in OAR 137-047-0640.
 12. **REJECTION OF ALL PROPOSALS.** The Lead Agency may reject all Proposals pursuant to OAR 137-047-0650.
 13. **CANCELLATION.** The Lead Agency may cancel a procurement or Solicitation pursuant to OAR 137-047-0660.
 14. **COOPERATIVE PROCUREMENT.**
 - a. It is the intent of this solicitation that other authorized agencies may establish a Contract with the Vendor to purchase the Goods and Services awarded by this Solicitation. Participating Agencies should consult with their legal counsel.
 - b. Participating Agencies may not materially change or alter the terms, conditions, and prices from the original Price Agreement.
 - c. The procurement volume of other participating agencies is not included in this Solicitation.
 15. **PROPOSAL COSTS.** The Lead Agency is not liable for any costs incurred by any Proposer in its Proposal preparation.

SECTION III - INSTRUCTIONS: RESPONSE AND EVALUATION

Solicitation No: RFP 10-0012 Self Contained Breathing Apparatus Equipment Parts and Services

1. **INTRODUCTION.** This section prescribes the mandatory format for the presentation of a proposal in response to this Solicitation. The purpose of this format is to ensure uniformity of the information from each Proposer and to aid in clear understanding and evaluation of each Proposal. Failure to submit Proposals in accordance with the provisions of this section shall be grounds to declare the Proposal non-responsive.
2. **PROPOSAL FORMAT.** The submitted Proposal:
 - a. Shall include an ORIGINAL and THREE (3) complete paper copies of the Proposal. Proposals should be typewritten on 8-1/2 x 11 size paper, two-sided and stapled in the upper left corner.
 - b. Proposers shall also submit their proposal in an electronic format; file type may be Microsoft Word or Adobe Acrobat PDF, submitted on a CD or flash drive.
3. **PROPOSAL CONTENT.**
 - a. The submitted Proposal shall include all of the information requested in this section. Proposers are cautioned to provide in their proposals as much detail as possible pertaining to their capabilities and experience to the goods and/or services requested in this Solicitation. Do not assume the Lead Agency or evaluation team is familiar with the Proposer.
 - b. Concise and direct answers are encouraged. The specifications, characteristics, and requirements listed in this Solicitation are in no way to be considered to be exhaustive.
 - c. Proposers shall present the following information, and submit all attachments as required, in the order listed:
 - i. **PROPOSER CERTIFICATION.** The proposer certification form shall be the cover sheet for your Proposal document, see enclosures Section. The certification must be signed by the person authorized to represent the Proposer regarding all matters related to the Proposal.
 - ii. **PROPOSER INFORMATION.** Proposer can be a manufacturer or an original equipment manufacturers authorized representative or distributor:
 - A. Provide a brief narrative of the Proposer's background and history and financial stability. Provide the names of Proposer key contacts:
 - (i) Total number and location of sales persons employed by Proposer.
 - (ii) Number and location of distribution outlets, if applicable.
 - (iii) Number and location of support centers, if applicable
 - B. Provide annual sales volumes for 2008, and 2009 for SCBA equipment and services.
 - C. Detail the Proposer's terms and conditions and any additional fees and/or charges associated with all sales of SCBA equipment and services. Cooperative Purchasing Group Agencies shall not be required to agree to any additional terms and conditions other than agreed upon in this RFP and the resulting price agreement.
 - D. Detail the Proposer's distribution and distributor system. Provide a detailed list (or detailed website, provide the WWW URL address) of distributors. Clearly indicate which distributors are authorized in which states/regions. Provide distributor name, address, contact name, phone, fax, email, and website address, and products the distributor is authorized to sell to the Cooperative Purchasing Group. Also, provide:
 - (i) Hours/days of operation
 - (ii) After hours service (including weekends and holidays)
 - iii. **WARRANTY INFORMATION.**
 - A. The Proposer shall enclose with its Proposal complete warranty information concerning all goods and services offered.
 - (i) Warranty shall provide protection against defects in materials or workmanship.
 - B. The warranty shall include replacement parts and labor for the entire warranty period when warranty service is performed at an Authorized Distributor Service Center (Service

SECTION III - INSTRUCTIONS: RESPONSE AND EVALUATION

Solicitation No: RFP 10-0012 Self Contained Breathing Apparatus Equipment Parts and Services

Center) location. The location of the Service Center(s) shall be provided with the Proposal. If warranty work is done outside of the local area of the Cooperative Purchasing Group Agency the successful Proposer shall pay the transportation costs from the District to and from the Service Center. A 72-hour turnaround by the Service Center is required for warranty repairs and service. The Service Center shall maintain an adequate supply of replacement parts to meet this 72-hour turnaround.

- (i) Provide details as to how the Proposer will meet Warranty obligations:
 - (1) Repair services, including repair warranty programs, if any. Proposer shall identify, where applicable, authorized factory repair facilities that will honor the warranty of items on contract.
 - (2) Detail if/when the Proposer requires its customers to perform any part(s) replacement, testing, or regularly scheduled maintenance requirements, other than maintaining the SCBA NIOSH/MSHA approvals to maintain warranty compliance

iv. CUSTOMER SERVICE

A. SUPPORT:

- (i) Describe the applicable customer care services offered by the Proposer:
 - (1) Delivery service (for both local and out-of-state) and time (estimated days and weeks) from date ordered,
 - (2) Links to shippers (USPS, FedEx, UPS, etc.) and shipment tracking,
 - (3) Tracking back orders and out of stock/backorder policy (e.g., not to exceed 30-days or cancel),
 - (4) Special orders,
 - (5) Auditing outbound orders for completeness and proper packaging,
 - (6) Replacement policy (e.g., ordering or shipping errors, damaged or defective goods) including turnaround time and resolution of proposer issues (e.g., expedited replacement, issuance of call tag or pickup),
 - (7) Any minimum order requirements,
 - (8) Returns policy including any/all associated fees if applicable (e.g., restocking or shipping), and
 - (9) Technical feedback services Proposer may provide or any other related services.

B. ELECTRONIC CAPABILITIES:

- (i) Detail Internet ordering processes.
- (ii) Describe Proposer's ability to utilize electronic data interchange (EDI), on-line live-chat capabilities, payment (including credit cards) and shipment tracing. Describe the state of Ecommerce within Proposer's organization and detail how it will benefit the Cooperative Purchasing Group.
- (iii) Describe Proposer's ability to electronically report quarterly sales and the Proposer's ability to provide detailed management reporting to FRGPO in such detail and format as provided in ATTACHMENT B.

C. TRAINING. Training shall be offered. Explain and detail how the Proposer will provide training for at least the following procedures:

- (i) Donning and Doffing
- (ii) Equipment Use and Operation
- (iii) Cleaning and Decontamination
- (iv) Repair and Replacement of Components
- (v) Inspection and Evaluation

D. SCOTT BRAND SPECIFIC Customer Service response items:

SECTION III - INSTRUCTIONS: RESPONSE AND EVALUATION

Solicitation No: RFP 10-0012 Self Contained Breathing Apparatus Equipment Parts and Services

- (i) If proposing Scott Products, Proposer must be designated as a Scott Health and Safety 1 F distributor. Provide evidence of this designation.
 - (ii) Proposer must be a manufacture authorized service center with Mobile Service capability and the ability to send at least 1 SCOTT certified service techs to a site within 24 hours. Provide evidence of this requirement, and provide details of the proposers ability to provide tech support services.
 - (iii) Must carry the minimum insurance requirements detailed in this RFP, provide evidence of such.
 - v. **TRADE-IN PROGRAM.** Provide details the Proposer's trade-in or buy-back program. Include information about recycling end-of-life products sold, and the Proposer's commitment to environmental issues surrounding surplus.
 - vi. **PRICING SCHEDULE.** Provide a complete schedule of pricing. Detail how pricing will be provided to the Cooperative Purchasing Group members. For example: discount off list or cost plus pricing, Internet shopping cart style pricing, etc. Scott dealers shall price the TVF&R pricing forms included in this RFP. In addition, please describe opportunities for additional discounts that may be available for strategic opportunities as they may arise.
 - vii. **ADDITIONAL DATA.** Provide any additional information that will aid in evaluation of the Proposal. This part of the Proposal may also include descriptions of any enhancements or additional services or qualifications the Proposer will provide that are not mentioned in this Solicitation. Lead Agency shall not be obligated to add additional features offered to the Price Agreement.
- 4. **EVALUATION OF PROPOSALS.**
 - a. The Evaluation Team shall evaluate all responsive Proposals received, and shall evaluate the Proposals based on the requirements below.
 - i. **Evaluation Criteria.** The Evaluation Team shall use the criteria in b. of this section.
 - ii. **Responsible Proposer.** Pursuant to OAR 137-047-0500, the Evaluation Team shall determine that the Proposer submitting the highest scored proposal is Responsible. To aid the Evaluation Team in the Responsibility determination, the Proposer shall complete and submit the Proposer Responsibility Form enclosed.
 - iii. **Nonresident Proposers.** In determining most Responsive Proposal, the Evaluation Team shall apply the reciprocal preference set forth in ORS 279A.120(2)(b) and OAR 137-046-0310 for Nonresidents.
 - iv. **Award When Proposals are Identical.** If the Evaluation Team determines that one or more Proposals are identical under OAR 137-046-0300, the Evaluation Team shall Award a Price Agreement in accordance with the procedures set forth in OAR 137-046-0300.
 - i. **Recycled Materials.** When procuring Goods, the Evaluation Team may give preference for recycled materials as set forth in ORS 279A.125 and OAR 137-046-0320. The Vendor should make it abundantly clear when products offered are recyclable.
 - v. **Clarification.** After Proposal Opening, the Evaluation Team may conduct discussions with the apparent Responsive and Responsible Proposer for the purpose of clarification to assure full understanding of the Proposal. Any or all Proposals needing clarification, in the Evaluation Team's sole discretion, shall be accorded such an opportunity.
 - b. **Evaluation Committee.** The Evaluation Team will form an evaluation committee to evaluate and rank each Responsive Proposal received.
 - i. The evaluation committee will utilize the as-objective-as-possible evaluation criteria defined in d. below to determine the highest scoring Proposal and therefore the Proposal that will provide the Evaluation Team with the most advantageous proposal of those submitted. The recommendations of this committee will be a consensus and will be final.

SECTION III - INSTRUCTIONS: RESPONSE AND EVALUATION

Solicitation No: RFP 10-0012 Self Contained Breathing Apparatus Equipment Parts and Services

- ii. Revisions of proposals may be permitted after the submission of proposals and before award for the purpose of obtaining best offer(s) or best and final offer(s). The Evaluation Team may issue an addendum to this Solicitation that modifies the criteria, rating process and/or procedures to all eligible Proposers.
- c. Evaluation factors. The following factors provide a brief description of the manner in which proposals will be evaluated by the committee and the relative importance of each:
 - i. Rank of Proposer Information, maximum 25 points
 - A. Typical scoring methods: Is the detail provided adequate to determine compliance with the requirements? Is the Proposal complete? Is warranty coverage adequate and comparable to other Proposals? The Evaluation Team will also use the submitted Proposer Responsibility Form (see enclosures) for this scoring element.
 - ii. Rank of Warranty, maximum 25 points
 - A. Typical scoring methods: How does the warranty offered compare to competitors.
 - iii. Rank of Customer Service, maximum 25 points
 - A. Typical scoring methods: How does the customer service proposal compare with the Proposer's competition? The Evaluation Team will also use the submitted Proposer Responsibility Form (see enclosures) for this scoring element.
 - iv. Pricing Schedule and Pricing Policy, maximum 15 points
 - A. Pricing is compared between each Proposal submitted and weighted accordingly (lowest price scores the highest, all other higher prices offers are weighted against the lowest offer).
 - v. Additional Data. 5 points
 - A. Typical scoring methods: Does the additional data add value to the proposal?
 - vi. Quality of Proposal. 5 points
 - A. Typical scoring methods: Responsiveness to Solicitation requirements, terms, conditions, readability, neatness, clarity, etc. Is the proposal logical, reasonable and professional?
 - vii. SCOTT specific requirements. 10 points
 - A. Rank of Proposers' ability to meet the Scott specific customer service related response items.
 - viii. National Program Support and FRGPO Support specific requirements. 10 points
 - A. Rank of Proposers' ability to support the required national electronic reporting detailed in this RFP. Typical scoring methodology, but not limited to: Number of sales people within the company that can promote the FRGPO Nationally; Designation as a manufacturer authorized service center with national mobile service, warranty and repair capabilities; Multiple electronically connected SCBA parts stocking facilities distributed across the country; Ability and willingness to support the FRGPO on a national basis.

SECTION IV - STATEMENT OF WORK

Solicitation No: RFP 10-0012 Self Contained Breathing Apparatus Equipment Parts and Services

1. **QUANTITIES.** No guarantee of purchase quantity is provided under this Price Agreement. The Cooperative Purchasing Group shall not be liable for any inventories maintained by the Proposer in anticipation of orders.
2. **VENDOR'S RESPONSIBILITIES.**
 - a. Vendor shall deal directly with the Cooperative Purchasing Group agencies concerning the placement of orders, disputes, invoices and payment. The Lead Agency and NPP/FRGPO shall not be held liable for any costs or damages incurred by or as a result of actions of the Vendor or any Cooperative Purchasing Group member.
 - b. Each Cooperative Purchasing Group participating Agency shall execute a Participating Agency Endorsement and Authorization included in the Member Intergovernmental Cooperative Purchasing Agreement. While the terms of this RFP and the resulting Price Agreement will govern the general pricing and performance terms, each Participating Agency may request modification of the Price Agreement in accordance with each Participating Agency's state and/or local purchasing laws, rules, regulations and procedures. Each Participating Agency may, at its discretion, request additional legal and procedural provisions not included herein that the successful Vendors may negotiate contract terms in order to conduct business with said Participating Agency.
 - c. Usage Report. The Proposer(s) shall furnish the FRGPO a quarterly usage report delineating the acquisition activity governed by the Price Agreement. The format of the report shall disclose, at a minimum, the quantity and dollar value of each Price Agreement item by individual unit. Specifications for this usage report can be found in Attachment B of the Vendor Administration Agreement.
 - d. Ensure Agency Compliance. This Solicitation meets Oregon public contracting requirements and may not be appropriate under or meet the Cooperative Purchasing Group Agency procurement laws. The Vendor shall urge non-Oregon Cooperative Purchasing Group Agencies to seek independent review by their legal counsel to ensure compliance with all local, state and federal (if federal grant dollars are involved) solicitation requirements.
3. **VENDOR COMMITMENTS.**
 - a. All products offered must be new, unused and most current product lines unless specifically requested otherwise by the agency.
 - b. Each Proposer is required to commit to low pricing, and accurate and timely reporting to FRGPO pursuant to the reporting requirements identified in the Member Intergovernmental Cooperative Purchasing Agreement (Attachment A). In addition, successful Proposer(s) with a national presence must commit to marketing of the Price Agreement nationwide and that the sales force will be trained, engaged and committed to offering FRGPO pricing to member government agencies nationwide.
 - c. Proposers with a national presence who are interested in servicing the entire national FRGPO membership through this Solicitation shall have, at a minimum, the following capabilities and qualifications:
 - i. A national sales force adequate in size to meet the demands of a multitude of agency needs for the products listed herein.
 - ii. A nationwide distribution network.
 - iii. Product availability to meet the requirements for materials and services listed herein of government agencies nationwide.
 - iv. Ability to provide toll-free telephone access, internet access and accept facsimile.
 - v. A nationwide customer support system.

SECTION IV - STATEMENT OF WORK

Solicitation No: RFP 10-0012 Self Contained Breathing Apparatus Equipment Parts and Services

- vi. A single point of contact (National Account Manager / Program Manager) to interact with the FRGPO staff.
- vii. Be a strong competitor in the industry with a minimum of three (3) consecutive years of demonstrated success in all business practices and pursuits.

4. SCBA MINIMUM REQUIREMENTS.

- a. All SCBA equipment parts and services shall be NIOSH/MSHA CBRN approved and shall meet all requirements set forth in the most recent edition of NFPA 1982 2007 edition for PASS (Personal Alert Safety System) devices.
- b. Purchased cylinders shall meet all US Department of Transportation specifications for carbon fiber, fully wrapped cylinders and shall include a cylinder valve. The cylinder and valve assembly when installed on the SCBA shall maintain the NIOSH/MSHA approval for each SCBA.
- c. Each SCBA shall be equipped with an integrated distress alarm device that will turn on automatically with SCBA activation and shall remain on until the user manually turns the distress alarm device off. The distress alarm device shall be ETL listed as intrinsically safe in accordance with ANSI/UL913 for use in Class 1, Division I, Groups A, B, C and D Hazardous locations.
- d. All SCBAs shall be fully assembled, tested and ready for use.
- e. The SCBA manufacturer shall be registered to the ISO Standard 9001 to assure a satisfactory level of quality.

5. DELIVERY.

- a. Delivery will be made within FOUR (4) weeks after receipt of an order, FOB point destination.
- b. No items are to be shipped or delivered until receipt of a Cooperative Purchasing Agency purchase order.
- c. Delivery must be made as stipulated herein. If for reasons beyond the control of the Vendor the delivery cannot be made by the specified date, it will be the Vendor's responsibility to notify the Cooperative Purchasing Agency (the one that place the order) of the reason for the delay and the new delivery date.
- d. All deliveries are to be made between 8:00 a.m. and 3:00 p.m., Monday through Friday.
- e. No deliveries may be made on Saturday, Sunday, or a legal holiday except when the delivery is an emergency; in which event, the convenience of the Cooperative Purchasing Group participating Agency shall govern.
- f. The Vendor shall be responsible for the delivery of items in good condition to the point of destination. The Vendor shall file with the carrier all claims for breakage, imperfections, and other losses which will be deducted from invoices. The receiving Cooperative Purchasing Group participating Agency representative will note for the benefit of successful Vendor when packages are not received in good condition.
- g. The Vendor will be required to furnish signed proof of delivery in every instance and all deliveries shall be accompanied by delivery tickets or packing slips.

6. SPECIFICATIONS UPDATE. The Lead Agency reserves the right to change and update the specifications as new and improved technology becomes available or made known to the Lead Agency during the Price Agreement period.

SECTION V – TVF&R SPECIFICATIONS

Solicitation No: RFP 10-0012 Self Contained Breathing Apparatus Equipment Parts and Services

The specifications in this section are for the specific equipment and services required by Tualatin Valley Fire & Rescue. It is intended that these specifications are also to be available to all FRGPO members for Scott Brand Equipment and Services.

1. SCOTT DISTRIBUTOR RESPONSIBILITIES.

a. SCOTT SERVICE AGREEMENT.

- i. Upon successful demonstration of TVF&R’s capability to become a Scott certified service provider, the selected vendor shall work as a liaison with Scott and the District to certify the District as a Scott service center for District owned Scott products as well as a for other fire districts contiguous to TVF&R.

b. CUSTOM CYLINDERS - LOGO AND LABEL.

- i. All new/purchased cylinders shall have the TVF&R logo placed on them; additionally all cylinders will have a numbering and color code placed on them, as required by TVF&R – all cylinders will have the district logo placed on them; additionally all cylinders will have a numbering code and color code – details of the labeling will be provided to the selected vendor prior to an order being placed by the district.

c. FUNCTIONAL DEMONSTRATION.

- i. Prior to final issuance of an Order, the apparent low responsive and responsible Scott Vendor will schedule a ‘functional demonstration’ of all products as requested by TVF&R. TVF&R further reserves the right to meet with the selected Vendor to finalize any custom choices or construction options prior to issuing an Order to ensure the District receives exactly the products as required.

d. BRACKETS.

- i. TVF&R vehicles and apparatus have 30-minute bottle brackets mounted on board. The new 45-minute bottles will require all new brackets. TVF&R will provide the new brackets. The selected Vendor shall assist in the installation of all new brackets, as needed or requested, at no cost to the District.

e. PRICING & BID FORM.

- i. The attached TVF&R Pricing Form identifies TVF&R needs: an estimated quantity, units and specifications.
- ii. Only unit prices are required on the Pricing Form.
- iii. Pricing on the purchased cylinders shall remain firm through the deployment schedule outlined below.
- iv. Cylinder Lease/rent. If cylinders are leased/rented, pricing shall remain fixed during the lease term.

2. **TVF&R QUANTITIES.** Unless otherwise specified, TVF&R intends to purchase the quantities indicated on the TVF&R Pricing Form. However, TVF&R requirements may increase or decrease prior to issuing an Order and TVF&R reserves the right to increase or decrease quantities at its discretion. The District shall not be liable for any inventories maintained by the Vendor in anticipation of any order.

3. TVF&R DEPLOYMENT SCHEDULE.

a. Delivery for all equipment purchased shall be made within FOUR (4) weeks after receipt of an order, FOB point destination, except as follows:

- i. Because of the District’s hydrostatic testing schedule plan, cylinders shall be delivered according to this following deployment schedule (note: purchased bottles shall have a manufacture date stamp that matches the order/delivery month indicated – e.g., bottles purchased in July 1012 shall be stamped with “July 2012” or similar):

Quantity	Approximate Order Date	Note
150	January 2011	Purchase
150	January 2011 *	Lease/Rent/purchase used through July 2012
150	January 2011**	Lease/Rent/purchase used through July 2013
150	July 2012	Purchase: to replace the 150 Lease/Rent/Used through July 2012
150	July 2013	Purchase: to replace the 150 Lease/Rent/Used through July 2013
138	July 2014	Purchase

SECTION VI – PRICE AGREEMENT TERMS AND CONDITIONS

Solicitation No: RFP 10-0012 Self Contained Breathing Apparatus Equipment Parts and Services

1. **Acceptance.** An issued Purchase Order (Order) is the Cooperative Purchasing Agency's offer to purchase the goods and/or services described on the face of the Order. The Cooperative Purchasing Agency's placement of an Order is expressly conditioned upon Vendor's acceptance of these standard terms and conditions. All specifications, drawings, and data submitted by the Vendor are hereby incorporated and made a part of the Order.
2. **Assignment.** No right of interest in this Order will be assigned nor delegated by Vendor without the prior written permission of the Cooperative Purchasing Agency.
3. **Extra Charges.** No additional charges of any kind, including charges for boxing, packing, cartage or other will be allowed unless agreed to in writing by the Cooperative Purchasing Agency.
4. **Modifications.** This Order may only be modified or rescinded in writing by authorized agents of the Cooperative Purchasing Agency and Vendor.
5. **Cancellation.** Time is of the essence. The Cooperative Purchasing Agency reserves the right to cancel all or any part of any undelivered portion of this Order if Vendor fails to make delivery as specified or if Vendor breaches any of the Terms and Conditions. The Cooperative Purchasing Agency reserves the right to purchase the undelivered portion of this Order elsewhere and hold Vendor accountable for the difference in cost.
6. **Compliance with Laws.** The Vendor certifies that it will comply with all applicable provisions of the Uniform Commercial Code, federal, state and local laws, regulations, rules and orders. Vendor expressly agrees to comply with: Title VI and VII of Civil Rights Act of 1964, as amended; Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; The Americans with Disabilities Act of 1990, as amended, and ORS 659.425; Executive Order 11246, as amended; The Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; ORS Chapter 659, as amended; All regulations administrative rules established pursuant to the foregoing laws; All other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and all federal and state laws governing the handling, processing, packaging, storage, labeling, and delivery of food products, if applicable. All laws, regulations and executive orders applicable to the Order are incorporated by reference where so required by law.
7. **Delivery.** Deliver to the "Ship To" specified on the Order. Failure to do so may result in redirection of the delivery at no cost to the Cooperative Purchasing Agency's. Title shall not pass to the Cooperative Purchasing Agency until delivery is received at the point of delivery. All prices must be FOB destination, freight prepaid, unless specified otherwise on the reverse side. If delivery dates cannot be met Vendor agrees to advise the Cooperative Purchasing Agency in writing of the earliest possible shipping date for acceptance or rejection by the Cooperative Purchasing Agency. Enclose a Packing List with each delivery.
8. **Governing Law/Venue.** The laws of the State of the Cooperative Purchasing Agency shall govern this Order. Any action or suit commenced in connection with this Order shall be in the nearest Circuit Court of the Cooperative Purchasing Agency or the Federal District Court for the Cooperative Purchasing Agency. The prevailing party shall be entitled to reasonable attorney fees and costs as awarded by the Court, including any appeal. All rights and remedies of Cooperative Purchasing Agency's and Vendor shall be cumulative and may be exercised successively or concurrently.
9. **Indemnification and Hold Harmless.** Except for claims arising out of acts caused by the sole negligence of the Cooperative Purchasing Agency, its management or employees, the Vendor agrees to indemnify and hold harmless the District and its Board of Directors, management, , employees and agents, from acts or omissions of any nature whatsoever of the Vendor, its agents, servants and employees, causing injury to, or death of person(s) or damage to property during the term of this Order, and from any expense incident to the defense of the Cooperative Purchasing Agency there from. The Vendor agrees to indemnify and hold harmless the Cooperative Purchasing Agency and its board members, management, employees and agents harmless from and to defend it against, any and all claims arising from the purchase, installation, and/or use of the equipment, articles and/or materials which are the subject of this Order.
10. **Inspection.** Goods must be properly packaged. Damaged goods will not be accepted, or if the damage is not readily apparent at the time of delivery, the goods shall be returned at no cost to the Cooperative Purchasing Agency. The Cooperative Purchasing Agency reserves the right to inspect the goods at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the goods at the time of delivery.
11. **Insurance.** Vendor shall maintain, at a minimum:

SECTION VI – PRICE AGREEMENT TERMS AND CONDITIONS

Solicitation No: RFP 10-0012 Self Contained Breathing Apparatus Equipment Parts and Services

- a. Workers' Compensation as required by law.
 - b. Employer's Liability in the minimum amount of \$500,000 when the Vendor has employees performing services under the Order.
 - c. Comprehensive Automobile Liability including owned, non-owned and hired vehicles: \$1,000,000 Combined Single Limit Bodily Injury and Property Damage any one occurrence and a minimum of \$2,000,000 in the aggregate.
 - d. Comprehensive General Liability (CGL) to include premises operations, independent contractor, products/completed operations, and blanket contractual: \$1,000,000 Combined Single Limit Bodily Injury, Property Damage, and Personal Injury any one occurrence and \$2,000,000 in the aggregate. CGL may be waived or reduced but only by the written approval by the Cooperative Purchasing Group participating Agency.
 - e. The Cooperative Purchasing Agency, its employees, officials and agents shall be named as an Additional Insured on general liability and auto and be provided a copy of the additional insured endorsement. Such insurance shall be primary. Certificates of Insurance shall be issued, prior to the commencement of the Order, to the 'bill to' address on the face of the Order. The Vendor agrees to pay for the insurance specified and agrees to provide the Cooperative Purchasing Agency with a 30day notice of cancellation if non-renewal occurs during the contract period. Insurance companies must have an A rating.
 - f. The Cooperative Purchasing Agency reserves the right to require additional insurance coverage, limits, and terms which will be delineated in an attachment to this agreement.
12. **Invoices.** Original invoices shall be addressed to the Cooperative Purchasing Agency's Accounts Payable and must include Vendor's name and phone number, and clearly list quantities, item descriptions and units of measure. A separate invoice shall be issued for each Order. Payment terms are Net 30. Cooperative Purchasing Agency's that are tax exempt shall not be charged any taxes on invoices.
 13. **Patents and Copyrights.** If an article sold and delivered to the Cooperative Purchasing Agency shall be protected by any applicable patent or copyright, the Vendor agrees to indemnify and hold harmless the Cooperative Purchasing Agency, from and against any and all suites, claims, judgments, and costs instituted or recovered against it by any person whomsoever on account of the use or sale of such articles by the Cooperative Purchasing Agency in violation or right under such patent or copyright.
 14. **Prices.** The prices paid by the Cooperative Purchasing Agency will be those contained on the face of the Order. Vendor warrants prices are no higher than Vendor's current prices for the same goods sold to other Agencies for similar quantities under similar conditions and methods of purchase.
 15. **Price Escalation.** Only during the month of January during the term of the Price Agreement, may the Vendor request from the Lead Agency (Tualatin Valley Fire & Rescue, Eric.Wicks@tvfr.com) pricing adjustments (discount adjustments) that cause prices to increase. Vendor shall provide reasonable proof of price increase justification, and shall only be made in writing. Vendor may raise a discount offered (to lower prices) any time.
 16. **Risk of Loss.** Regardless of FOB point, Vendor agrees to bear all risk of loss, injury or destruction of goods and materials ordered herein which may for any reason occur prior to acceptance by the Cooperative Purchasing Agency. No such loss, injury or destruction shall release Vendor from any obligations.
 17. **Waiver of Rights.** The failure of either party to enforce any provision of this Order shall not constitute a waiver by that party of that or any other provision of this Order.
 18. **Warranty.** The Vendor warrants to the Cooperative Purchasing Agency that all goods and services furnished will conform in all respects to the terms of this Order, including any drawings, specifications or standards incorporated, and be free from defects in materials, design and workmanship. In addition, Vendor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

Enclosures

The following are to be returned as the Proposal pursuant to the terms of the Solicitation:

Completed Proposer Certification
Proposal Content, paragraph 3 Section III
Completed Pricing Forms
Proposer Responsibility Form
Declaration of Non Collusion

Attachment List:

Attachment A: Member Intergovernmental Cooperative Purchasing Agreement
Attachment B: Vendor Administration Agreement

PROPOSER CERTIFICATION

Solicitation No: RFP 10-0012

Solicitation No: RFP 10-0012 Self Contained Breathing Apparatus Equipment Parts and Services

Proposer/Firm Name: _____

Mailing Address: _____

The undersigned certifies and agrees:

The prices in this proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other proposer relating to (i) those prices, (ii) the intention to submit an Offer, or (iii) the methods or factors used to calculate the prices Offered.

If this proposal is accepted by the District, to furnish any or all items or services upon which prices are offered, delivered at the designated point, within the time specified.

That the person signing this certification is fully authorized to sign on behalf of the Proposer and to fully bind the Proposer to all provisions and clauses of this Solicitation.

That the Proposer (check one) will ____ / will not ____ extend the terms, conditions and prices to any Participating FRGPO Agency. (ORS 279A.215, BSD-46-0440 Permissive Cooperative Procurement)

That, if required, the Proposer is registered with the Oregon Secretary of State Office as required by ORS Chapters 58, 60, 62, 63, 65, 67, 70 and 648.

That the Proposer not discriminate when obtaining any required subcontractors in accordance with ORS 279A.110(4).

The Proposer acknowledges receipt of the following addenda: List by number and date appearing on addenda.

Proposer is responsible to check with the District for any issued addenda

Addenda No.	Date	Addenda No.	Date
_____	_____	_____	_____
_____	_____	_____	_____

Pursuant to ORS 279A.120, Vendor (check one) is ____ / is not ____ an Oregon resident Proposer.

If not, indicate State of residency: _____.

Submitted this ____ day of _____, 20__.

Signature: _____

Name: _____ Phone: _____

Title: _____ Fax: _____

Email: _____

Social Security or Employer Identification Number: _____

PRICING FORM

Solicitation No: RFP 10-0012

Solicitation No: RFP 10-0012 Self Contained Breathing Apparatus Equipment Parts and Services

Proposer shall provide its entire SCBA catalog (“catalog discount” – discount off list price or cost plus) in order that FireRescue GPO’s members who wish to access the Price Agreement may order a broad range of goods and services as needed.

Pricing must be FOB Destination, delivered, off-loaded from the shipper’s truck and placed at the point of rest.

Indicate a guaranteed minimum delivery date after receipt of an order: _____.

States Covered and Discount Rates

Bidder must indicate any and all states where products and services can be offered.

Please indicate the discount rate for each state if it varies. Add additional information or sheets as needed to adequately present pricing, discounts, distributors, etc.

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

RFP 10-0012 TVFR PRICE FORM

Provide unit prices, do not enter the total (quantity multiplied by the unit price)				
Description	Part Number	Qty	Price	UNIT
AIR-PAK 75 SCBA, NFPA 1981, 2007 EDITION, FOR 45 MINUTE CYLINDER DURATION, 4500 PSI, SPRING CLIPS, EZ FLO+ W/QC, DUAL EBSS, HANSEN AIRLINE OPTION, PASS, NO CASE, 2 SCBA's PER BOX.	SCOTT AP2240204210202 ONLY	266		each
PURCHASE OF: CYLINDERS, 4500 PSIG, 45 MINUTE, CARBON (CGA CONNECTION HP HOSE), PURSUANT TO DISTRICT DEPLOYMENT SCHEDULE. SHALL BE DELIVERED WITH RATCHETING OPTION IN PLACE AND FUNCTIONAL.	SCOTT 804722-01 ONLY	738*		each

* Purchased according to the TVF&R deployment schedule

LEASE/RENT FOR PERIOD JANUARY 2011 THROUGH JULY 2012, OR PURCHASE OF USED JANUARY 2011 OF: CYLINDERS, 4500 PSIG, 45 MINUTE, CARBON (CGA CONNECTION HP HOSE), CYLINDERS SHALL HAVE A MINIMUM OF THREE YEARS OF USABLE 'LIFE', AND SHALL NOT NEED TO BE HYDROSTATIC TESTED DURING THE LEASE PERIOD. DELIVERY SHALL BE PURSUANT TO DISTRICT DEPLOYMENT SCHEDULE. SHALL BE DELIVERED WITH RATCHETING OPTION IN PLACE AND FUNCTIONAL.	SCOTT 804722-01 ONLY	150		month/ each
LEASE/RENT OR PURCHASE OF USED. Indicate which is offered, provide additional copies of this form if you are offering more than one solution-->				

LEASE/RENT FOR PERIOD JANUARY 2011 THROUGH JULY 2013, OR PURCHASE OF USED JANUARY 2011 OF: CYLINDERS, 4500 PSIG, 45 MINUTE, CARBON (CGA CONNECTION HP HOSE), CYLINDERS SHALL HAVE A MINIMUM OF THREE YEARS OF USABLE 'LIFE', AND SHALL NOT NEED TO BE HYDROSTATIC TESTED DURING THE LEASE PERIOD. DELIVERY SHALL BE PURSUANT TO DISTRICT DEPLOYMENT SCHEDULE. SHALL BE DELIVERED WITH RATCHETING OPTION IN PLACE AND FUNCTIONAL.	SCOTT 804722-01 ONLY	150		month/ each
LEASE/RENT OR PURCHASE OF USED. Indicate which is offered, provide additional copies of this form if you are offering more than one solution-->				

RFP 10-0012 TVFR PRICE FORM

Provide unit prices, do not enter the total (quantity multiplied by the unit price)				
Description	Part Number	Qty	Price	UNIT
SCBA PARTS				
PAK-ALERT SE7 SENSOR	SCOTT 200451-01 ONLY	1		each
PAK-ALERT SE7 CONSOLE ASSEMBLY 4.5	SCOTT 200424-01 ONLY	1		each
GAUGE LINE ASSY AIR-PAK 75	SCOTT 200270-01 ONLY	2		each
AIR-PAK 75 PAK-ALERT SE7 MOLDED CABLE	SCOTT 31001150-02 ONLY	1		each
GAUGE RETAINING STRAP	SCOTT 10008535 ONLY	10		each
AIR-PAK 75/NXG7 HUD ONLY	SCOTT 31001150-01 ONLY	1		each
WAIST BELT ASSEMBLY (FEMALE)	SCOTT 804426-01 ONLY	4		each
WAIST BELT ASSEMBLY (MALE)	SCOTT 804427-01 ONLY	4		each
HOLDER, REGULATOR	SCOTT 10008880 ONLY	10		each
SHOULDER PAD ONLY - RIGHT	SCOTT 805896-21 ONLY	4		each
SHOULDER PAD ONLY - LEFT	SCOTT 805896-11 ONLY	4		each
ASSEMBLY, PAD, WAIST	SCOTT 200095-01 ONLY	4		each
ASSEMBLY, CYLINDER RETENTION	SCOTT 200116-02 ONLY	2		each
WAIST STRAP W/SPRING CLIP	SCOTT 805964-02 ONLY	2		each
SHOULDER STRAP ONLY W/SPRING CLIP	SCOTT 200097-02 ONLY	2		each
EZ FLO REGULATOR COVER	SCOTT 804110-03 ONLY	6		each
HUD HOSE AND SOCKET ASSEMBLE	SCOTT 200450-01 ONLY	4		each
QUICK CONNECT REGULATOR HOSE	SCOTT 200449-01 ONLY	4		each
HUD RUBBER DISPLAY VISOR	SCOTT 10012602 ONLY	12		each
REGULATOR GASKET	SCOTT 10005368 ONLY	12		each
LATCH / REGULATOR	SCOTT 10008532 ONLY	6		each
VIBRA-LERT ALARM ASSEMBLY	SCOTT 802865-01 ONLY	2		each
CBRN DIAPHRAGM EZ FLO	SCOTT 200083-01 ONLY	6		each
PURGE STEM	SCOTT 803351-01 ONLY	6		each
SEAT SLEEVE	SCOTT 10005774 ONLY	6		each
SEAT	SCOTT 10005775 ONLY	10		each
FILTER	SCOTT 10005250 ONLY	12		each
ORING / SEAT	SCOTT 36862-06 ONLY	10		each
VOICEMITTER	SCOTT 803759-01 ONLY	10		each
NECK BAND ASSEMBLY	SCOTT 804176-01 ONLY	10		each
TEMPLE BAND ASSMBLY	SCOTT 804178-01 ONLY	10		each
SMALL FACE SEAL	SCOTT 805771-01 ONLY	2		each
MED FACE SEAL	SCOTT 805771-02 ONLY	10		each

RFP 10-0012 TVFR PRICE FORM

Provide unit prices, <u>do not</u> enter the total (quantity multiplied by the unit price)				
Description	Part Number	Qty	Price	UNIT
SCBA PARTS (continued)				
LARGE FACE SEAL	SCOTT 805771-03 ONLY	4		each
FENESTRA, DRILLED	SCOTT 805345-01 ONLY	10		each
HOSE & COUPLING ASSY	SCOTT 802228-15 ONLY	1		each
Remote Breathing Air System				
ESCAPE PACKS AT, 4500 PSI, WITHOUT MASK	SCOTT 20064-50 ONLY	8		each
Alternate 1: ESCAPE PACKS AT, 4500 PSI, WITH MASK (TVF&R reserves the right to choose the escape option that best meets its needs at the time of an order	SCOTT 20064-50 ONLY	8		each
BOTTLE, SPARE 10 MINUTE	SCOTT 805032-01 ONLY	6		each
CARRI-AIR PORTABLE AIR SUPPLY WITH LOW AIR ALARM	SCOTT 804911-05 ONLY	4		each
BOTTLE, 60 MINUTE	SCOTT 804723-01 ONLY	12		each
HOSE, 300', WITH HANSON CONNECTION	SCOTT 30010-300 ONLY	8		each
HOSE, 100', WITH HANSON CONNECTION	SCOTT 30010-100 ONLY	4		each
CONSPACE LINK DEVICE	SCOTT 805107-01 ONLY	6		each
AIR DISTRIBUTION BOX	AIR SYSTEMS MACK-3 ONLY	1		each
FILL REGULATOR ASSEMBLY FOR MACK-3	AIR SYSTEMS MACK3FA ONLY	1		each
HOSE, 5' QUICK FILL, 4500 PSI, FEMALE	AIR SYSTEMS QFH-5 ONLY	1		each
AIR DISTRIBUTION BOX WITH DUAL REGULATOR ASSEMBLY	AIR SYSTEMS MACK-NFPA3 ONLY	2		each
TECHNICAL RESCUE AIR CART	AIR SYSTEMS MP-TR1 ONLY	2		each
HOSE, 5' QUICK FILL FOR MP-TR1	AIR SYSTEMS QFH-5MPTR1	2		each
WHIP ASSEMBLY, 100'	AIR SYSTEMS CW-1200HP	1		each

PROPOSER RESPONSIBILITY FORM

Solicitation No: RFP 10-0012 Self Contained Breathing Apparatus Equipment Parts and Services

Pursuant to OAR 137-047-0640, the District may reject a Proposal if a Proposer is determined to be non-responsible. The information on this form will help the District make this determination:

Qualifications: Provide information below to document the experience and skill of the Proposer as it relates to providing the goods or services required by this Proposal:

Provide a brief description of how the Proposer has available the appropriate financial, material, equipment, facility and personnel resources and expertise, or ability to obtain the resources and expertise, necessary to indicate to the District that Proposer is capable of meeting all contractual responsibilities:

Provide a brief description of how the Proposer has a record of satisfactory contract performance:

PROPOSER RESPONSIBILITY FORM

Solicitation No: RFP 10-0012 Self Contained Breathing Apparatus Equipment Parts and Services

Provide a brief description of how the Proposer has a record of satisfactory integrity:

Provide at least three references (clients/customers) that have purchased similar goods or services in the past 3 years:

Client Name:		Contact Name:	
Email Address:		Phone Number:	

Client Name:		Contact Name:	
Email Address:		Phone Number:	

Client Name:		Contact Name:	
Email Address:		Phone Number:	

Add additional pages if necessary.

Failure to supply all necessary information in connection with the inquiry concerning Responsibility on this form may be cause for the District to find the Proposer non-responsible, and the Proposal may be rejected. The District reserves the right to base the determination of Responsibility upon any available information, including past performance on projects the Proposer performed with the District.

DECLARATION OF NON-COLLUSION

Solicitation No: RFP 10-0012 Self Contained Breathing Apparatus Equipment Parts and Services

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

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

DATED this _____ day of _____, _____.

Name of Firm

Name Authorized Person

Authorized Signature

Title

ATTACHMENT A

Solicitation No: RFP 10-0012 Self Contained Breathing Apparatus Equipment Parts and Services

Member Intergovernmental Cooperative Purchasing Agreement

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

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

WHEREAS, NPP was created by a nonprofit medical center to provide group purchasing, marketing and administrative support for governmental entities within the membership. NPP and FRGPO marketing and administrative services are free to its membership, which includes participating public entities and non-profit institutions and fire departments throughout North America.

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

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

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

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

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

WHEREAS, the parties desire to contract with Vendors under the terms of the Price Agreements open to all NPP and FRGPO members;

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1: LEGAL AUTHORITY

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

ATTACHMENT A

Solicitation No: RFP 10-0012 Self Contained Breathing Apparatus Equipment Parts and Services

ARTICLE 2: APPLICABLE LAWS

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

ARTICLE 3: USE OF BID, PROPOSAL OR PRICE AGREEMENT

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

ARTICLE 4: PAYMENT OBLIGATIONS

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

ARTICLE 5: COMMENCEMENT DATE

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

ARTICLE 6: TERMINATION OF AGREEMENT

ATTACHMENT A

Solicitation No: RFP 10-0012 Self Contained Breathing Apparatus Equipment Parts and Services

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

ARTICLE 7: ENTIRE AGREEMENT

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

ARTICLE 8: CHANGES AND AMENDMENTS

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

ARTICLE 9: SEVERABILITY

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

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

ATTACHMENT A

Solicitation No: RFP 10-0012 Self Contained Breathing Apparatus Equipment Parts and Services

SAMPLE – DO NOT SIGN

Lead Contracting Agencies ENDORSEMENT AND AUTHORIZATION

The undersigned acknowledge, on behalf of _____ (Lead Contracting Agencies) that they have read and agree to the general terms and conditions set forth in the enclosed Member Intergovernmental Cooperative Purchasing Agreement regulating use of the Price Agreements and purchase of goods and services that from time to time are made available by Lead Contracting Agencies to Participating Agencies locally, regionally, and nationally through NPP and FRGPO. Copies of Price Agreements and any amendments thereto made available by Lead Contracting Agencies will be provided to Participating Agencies and NPP/FRGPO to facilitate use by Participating Agencies.

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

The undersigned affirms that he/she is an agent of _____ and is duly authorized to sign this Lead Contracting Agencies Endorsement and Authorization.

SAMPLE – DO NOT SIGN

_____ Date: _____

BY: _____

ITS: _____

Lead Contracting Agencies Contact Information:

Contact Person: _____

Address: _____

Telephone No.: _____ Email: _____

SAMPLE – DO NOT SIGN

_____ Date: _____

BY: _____

ATTACHMENT A

Solicitation No: RFP 10-0012 Self Contained Breathing Apparatus Equipment Parts and Services

ITS: _____

Lead Contracting Agencies Contact Information:

Contact Person: _____

Address: _____

Telephone No.: _____ Email: _____

ATTACHMENT A

Solicitation No: RFP 10-0012 Self Contained Breathing Apparatus Equipment Parts and Services

SAMPLE – DO NOT SIGN

PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION

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

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

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

SAMPLE – DO NOT SIGN

_____ Date: _____

BY: _____

ITS: _____

Participating Agency Contact Information:

Contact Person: _____

Address: _____

Telephone No.: _____ Email: _____