

CARSON CITY PURCHASING AND CONTRACTS
201 North Carson Street Suite 3
Carson City, NV 89701
775-283-7137/ FAX 887-2107
<http://www.carson.org/Index.aspx?page=998>

NOTICE TO BIDDERS
REQUEST FOR BID #1112-142
Ambulance Billing Services

January 24, 2012

Carson City Purchasing and Contracts, on behalf of the Carson City Fire Department (CCFD), is accepting sealed bids from experienced firms to provide ambulance billing services. The City desires to minimize its direct involvement with ambulance billing, while maintaining the highest level of customer service and maximizing collections.

ADDENDA are posted on Carson City's web site <http://www.carson.org/index.aspx?page=998>. It is each Bidder's responsibility to ensure that they have received all addenda prior to submission of their sealed bid.

SEALED BIDS must be submitted in a sealed envelope which shall be clearly marked with title and number of this Bid Response to Carson City Purchasing and Contracts, 201 North Carson Street Suite 3, Carson City, Nevada 89701 by not later than 12:00 p.m. on March 14, 2012. Bids received after the date and time set for receipt will be **REJECTED** and returned unopened.

BID OPENING AND ACKNOWLEDGMENT will be held publicly at 12:10 p.m. on March 14, 2012 at 201 North Carson Street, Carson City, Nevada 89701. A tabulation of the **BID RESPONSES** will be posted on Carson City's website <http://www.carson.org/Index.aspx?page=998> within 48 hours.

INTERVIEWS of a limited number of bidders selected by a Review Team may be scheduled for a date on April, 2012.

REQUEST FOR BID RESCISSION

Request for Bid may be withdrawn at any time prior to the Carson City Board of Supervisors awarding a contract.

AWARD RECOMMENDATION will be made by the Purchasing and Contracts Department within 14 days of the BID OPENING and must be in compliance with Nevada Revised Statute (NRS) 332.

APPEAL BY UNSUCCESSFUL BIDDER must be submitted in writing to Carson City Purchasing and Contracts by 8:30 a.m. on April 11, 2012 and must be compliant to Nevada Revised Statutes (NRS) 332.

AWARD will be made by the Carson City Board of Supervisors and is scheduled for Thursday, May 3, 2012, and their decision is final. The Carson City Board of Supervisors meeting will be held in the Sierra Room of the Carson City Community Center, 851 E. William Street, Carson City, NV 89701 beginning at 8:30 a.m.

CARSON CITY PURCHASING & CONTRACTS TERMS & CONDITIONS

1. SCOPE:

- 1.1 Carson City Purchasing and Contracts, on behalf of the Carson City Fire Department (CCFD), is accepting sealed bids from experienced firms to provide ambulance billing services.
- 1.2 The City desires to minimize its direct involvement with ambulance billing, while maintaining the highest level of customer service and maximizing collections.
- 1.3 Bids shall be based upon the information provided in this **REQUEST FOR BIDS**.
- 1.4 **TIMELINE FOR BID PROCESS:** It is anticipated that the following time line will be followed:

1.4.1

- 1.4.1.1 January 25, 2012– Issue Request for Bid
- 1.4.1.2 5:00 p.m. February 6, 2012 – Deadline for questions
- 1.4.1.3 5:00 p.m. February 10, 2012 – Deadline for responses
- 1.4.1.4 12:00 p.m. March 14, 2012 – Sealed Bids due
- 1.4.1.5 12:10 p.m. March 14, 2012 – Open and Acknowledge Bids
- 1.4.1.6 March 15, 2012 – Phase I - Review Team initial screening and selection for further review; notify Bidders of results.
- 1.4.1.7 April, 2012 – Phase II – Review Team may conduct interviews
- 1.4.1.8 April, 2012 – Review Team selects finalist
- 1.4.1.9 April, 2012 – Finalize contract
- 1.4.1.10 TBD – Recommendation available
- 1.4.1.11 May 3, 2012 – Board of Supervisors approval

1.5. **GENERAL INFORMATION:**

- 1.5.1 The CCFD is a full-service fire, rescue, and EMS department located in the municipality of Carson City, Nevada.
- 1.5.2 Carson City has a year-round resident population of approximately 55,000.
- 1.5.3 There is a continuous movement of people through the city due to the main highway connecting to California running down the center of town.
- 1.5.4 The population has a high number of retired citizens, with a Medicare percentage of 53%.
- 1.5.5 CCFD provides services from three (3) fire stations using three (3) fully staffed advanced life support (ALS) ambulances, each manned by two (2) Paramedics or one (1) EMT - Intermediate and one (1) Paramedic to provide ambulance response.
- 1.5.6 There are three (3) additional ALS ambulances in reserve for high call periods.

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- 1.5.7 Engines in all three (s) stations are also ALS and frequently respond to medical calls with full ALS equipment and Paramedic firefighters.
 - 1.5.8 There is one (1) primary hospital in Carson City, where most of the transports are taken.
 - 1.5.9 Besides providing 911 emergency services, we also provide inter-facility transports within Carson City as well as to areas as far away as 250 miles.
 - 1.5.10 There is a total of fifteen (15) Skilled Nursing Facilities (SNF) and Assisted Living Facilities in Carson City.
 - 1.5.11 CCFD currently utilizes the HealthEMS Billing Program.
 - 1.5.12 Data entry into the Department's record management system and the patient care reporting system are done by CCFD personnel. Patient care reports are presently done via a manual process that involves the chart being scanned into a on-line program. That program analyzes the information and uploads it to an electronic holding site for ultimate up loading to the billing vendor.
- 1.6 **HISTORICAL STATISTICS:**
- 1.6.1 During fiscal years 2009, 2010, and 2011 (calendar date range July 1, 2008 and June 30, 2011), CCFD worked 14,025 cases which included 13,772 transports.
 - 1.6.1.1 BLS Emergency- 1,413.
 - 1.6.1.2 ALS1 Emergency – 9,464.
 - 1.6.1.3 ALS2 – 259.
 - 1.6.1.4 SCT - 458.
 - 1.6.1.5 BLS Non-Emergency – 1,073.
 - 1.6.1.6 ALS Non-Emergency – 1,105.
 - 1.6.1.7 Non-transports (treated at scene) – 252.
 - 1.6.2 These cases resulted in charges/billings of \$13,813,508.00 and revenue of \$6,672,659.63.
 - 1.6.2.1 Payer Mix:
 - 1.6.2.1.1 Commercial Insurance – 22%
 - 1.6.2.1.2 Medicaid - 7%.
 - 1.6.2.1.3 Medicare - 53%.
 - 1.6.2.1.4 Self Pay - 18%.
 - 1.6.3 CCFD charge rates:

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1.6.3.1 Base Rates:

1.6.3.1.1 BLS - \$990.00.

1.6.3.1.2 ALS1 - \$990.00.

1.6.3.1.3 ALS2 - \$1,100.00.

1.6.3.1.4 SCT - \$1,210.00.

1.6.3.2 Other Charges:

1.6.3.2.1 Mileage/Per Mile - \$23.00.

1.6.3.2.2 C-Spine - \$85.00.

1.6.3.2.3 IV Administration - \$85.00.

1.6.3.2.4 Medication - \$110.00.

1.6.3.2.5 Oxygen - \$66.00.

1.6.3.2.6 Defibrillation - \$110.00.

1.6.3.2.7 EKG Monitor - \$102.00.

1.6.3.2.8 Advanced Airway - \$115.00.

1.6.3.2.9 Treat at Scene - \$198.00.

1.6.3.2.10 Stand By/Half Hour - \$82.00.

1.6.4 Average invoice - \$1,282.44.

1.6.5 Medicare Reimbursement Per Transport (expressed as average amount collected per transport)

1.6.5.1 BLS - \$309.33

1.6.5.2 ALS1 - \$403.12

1.6.5.3 ALS2 - \$560.22

1.6.5.4 SCT - \$681.77

1.6.5.5 TNT (Died on Scene) - \$203.02

1.6.5.6 Mileage - \$69.62

1.6.6 Carson City employs a private collection agency, National Business Factors, to process hard collection accounts.

1.7 The process may involve two (2) phases including evaluation of the **BID RESPONSES** and

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INTERVIEWS of a limited number of bidders.

1.8 Bids shall be based upon the information provided in this **REQUEST FOR BIDS**.

1.9 Evaluation Criteria:

1.9.1 Carson City will evaluate and select the bidder that, in the sole opinion of Carson City is the most beneficial to Carson City.

1.9.2 A rating system will be the primary method for evaluating proposals, and will be based on the following criteria and weighted value of each:

1.9.3 A rating system will be the primary method for evaluating proposals, and will be based on the following criteria:

1.9.3.1 Strength of Overall Proposal - Overall quality of proposal submitted that specifically addresses the basic approach and understanding of Carson City needs and response to bid document questions - 35%.

1.9.3.2 Cost- 30%

1.9.3.3 Bidder's Qualifications and Experience - The quality and quantity of past performance of previous contracts or services on similar projects - 15%

1.9.3.4 Bidder References - 10%

1.9.3.5 Other Considerations - 10%

2. **SCOPE OF SERVICES ANTICIPATED:**

2.1 The following is a listing of the services that Carson City anticipates may become part of the Contract.

2.1.1 **Project Description:**

2.1.1.1 The ambulance billing services shall be a complete service proposal that will provide monthly billing and continual receipt of payments with the following factors:

2.1.1.1.1 All information shall be valid and accurate.

2.1.1.1.2 All billings and payment receipts recording shall be timely.

2.1.1.1.3 Revenues billed and payments received shall be maximized.

2.1.1.1.4 Insurance and Medicare/Medicaid claims shall be maximized through accurate coding and compliance with rules and time constraints.

2.1.1.1.5 Limited City maintenance, reconciliation, or key entry Requirements.

2.1.1.1.6 The system shall meet the Federal requirements for Health Insurance Portability and Accountability Act (HIPAA) compliance assuring patient confidentiality. It shall include password and security protection as well as patient health information (PHI) accounting disclosure tracking.

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2.1.1.1.7 Compliance with Nevada state reporting codes and requirements, as well as future updates.

2.1.1.1.8 CCFD currently utilizes the Firehouse Computer Reporting System documentation of incident response and the HealthEMS Billing Program for patient care reporting.

2.1.1.1.8.1 Data entry into the Firehouse database is done by a CCFD clerical employee from written reports provided by the field Paramedics.

2.1.1.2 Required Reports (Including, but not limited to):

2.1.1.2.1 Financial Reports.

2.1.1.2.1.1 Reconciliation of dispatch run reports and billing reports by patients.

2.1.1.2.1.2 Daily report of billing to patients.

2.1.1.2.1.3 Daily report of billings to insurances and public provides (i.e., PHS - Public Health services-Indian Health Services).

2.1.1.2.1.4 Daily report of payments applied to accounts.

2.1.1.2.1.5 Daily schedule of cash transfers to and from the City of Carson City.

2.1.1.2.1.6 Monthly reconciliation of aging report showing:

2.1.1.2.1.6.1 Billing.

2.1.1.2.1.6.2 Adjustment.

2.1.1.2.1.6.3 Payment.

2.1.1.2.1.6.4 Balance.

2.1.1.2.1.7 List of refunds for overpayments.

2.1.1.2.1.8 Monthly aging report and billing register.

2.1.1.2.1.9 Fiscal year-end summary report and graphs.

2.1.1.2.1.10 A list of accounts transferred to Collections.

2.1.1.2.1.11 Provide monthly reporting of collection percentage, both gross and against allowable.

2.1.1.2.2 Statistical data report for state and federal reporting, with updates as these requirements may change.

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2.1.2 Outline of authorized work:

- 2.1.2.1 The Independent Contractor will perform those services which are reasonably necessary to invoice on behalf of the City.
- 2.1.2.2 The Independent Contractor must provide billing/collection information to third party collection agencies as identified by the City. The Independent Contractor will not be responsible for hard collect services and will be required to pass off accounts to the City's hard collect agency at an interval approved by the City.
- 2.1.2.3 The Independent Contractor must allow the City to write off hardship cases as identified in writing by the City.
- 2.1.2.4 The Independent Contractor must accept multiple forms of payment, including credit cards and debit cards.
- 2.1.2.5 The Independent Contractor must maintain Health Insurance Portability and Accountability Act (HIPPA) compliance in the billing process.
- 2.1.2.6 The Independent Contractor must pre-edit claims for proper coding and completeness of information prior to submission to reduce claim denial. After the initial training process, bills returned to the providers due to coding or patient information errors must be less than 2% of the total volume.
- 2.1.2.7 The Independent Contractor must provide for off-site backup of billing data.
- 2.1.2.8 The Independent Contractor must provide proof of zero billing violations.
- 2.1.2.9 The Independent Contractor will produce statements and invoicing (billing) and follow-up works for all qualified ambulance responses with corresponding completed report forms.
- 2.1.2.10 Independent Contractor will produce cumulative and detailed accounts receivable reports in generally accepted accounting format.
- 2.1.2.11 Invoicing for Independent Contractor's service and/or reports will be produced on a monthly basis or in such other time frame as is mutually agreed.
- 2.1.2.12 Independent Contractor will be the depository for monies received as a result of the invoicing (billing).
- 2.1.2.13 Independent Contractor will provide all necessary personnel, tools, equipment, and product necessary for producing the invoicing and reports.
- 2.1.2.14 Independent Contractor will review and make recommendations for change, if necessary, with respect to the current report form(s) content, data collection procedures, and billing amounts for related services.
- 2.1.2.15 Independent Contractor will provide an annual "Statement on Auditing Standards – 70 Type 2" report as described by the Auditing Standards Board of the American Institute of Certified Public Accountants.

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2.1.3 Independent Contractor's Participation:

- 2.1.3.1 Interface with local hospitals and medical facilities to establish a working relationship to obtain/exchange billing and insurance information.
- 2.1.3.2 Receive "pre-hospital Care Report" forms from City via electronic means a routine basis.
- 2.1.3.3 Screen "Pre-hospital Care Report" forms for level of service, medications administered, assign proper ICD Diagnostic Codes, and assign pricing based on City's fees schedule.
- 2.1.3.4 Perform initial follow-up and eligibility screening on medical coverage(s).
- 2.1.3.5 Input all pertinent data to Independent Contractor's data processing system.
- 2.1.3.6 Process the accounts and produce claims invoices and reports as required.
- 2.1.3.7 Submit electronic claims to Medicare, Medicaid, Insurance, and other Third-party payers that accept claims in electronic format.
- 2.1.3.8 Provide follow-up billing and reminders on open accounts.
- 2.1.3.9 Perform audit and follow-up on open claims with Medicare, Medicaid, Insurance, and other Third-party payers.
- 2.1.3.10 Receive payments and deposit payments to a commercial bank designated by the City.
- 2.1.3.11 Post all payments and adjustments to accounts receivable.
- 2.1.3.12 Send "cross-over" and follow-up billings to responsible parties.
- 2.1.3.13 Process attorney liens, court subpoena, and bankruptcy filing.
- 2.1.3.14 Handle disputed claims and act as liaison for City.
 - 2.1.3.14.1 Promptly notify City of disputes that are medically related.
- 2.1.3.15 Perform "Medical Review/Claim Appeal" on denied claims with Third-party payers such as Medicare, Medicaid, and Insurance.
 - 2.1.3.15.1 Request additional information from City, if needed.
- 2.1.3.16 Perform "One-on-One Fair Hearing" for all claims being denied by Medicare after the appeal process.
- 2.1.3.17 Perform audit on accounts deemed delinquent before returning the accounts to the City or to its designated Collection Agency.
- 2.1.3.18 Stay abreast of any and all industry regulatory changes impacting ambulance reimbursement and keep City informed of such changes as they occur.
- 2.1.3.19 Perform comparative fee schedule and reimbursement survey for City's reference in maximizing revenue.

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- 2.1.3.20 Submit a detailed invoice to City for payment within thirty (30) calendar days.
- 2.1.3.21 Submit the following monthly reports within twenty (20) working days of the end of each calendar month for which data is being reported.
 - 2.1.3.21.1 Monthly listing of all accounts established in the system which will include the following:
 - 2.1.3.21.1.1 Alpha order by patient name.
 - 2.1.3.21.1.2 Account number.
 - 2.1.3.21.1.3 Date of service.
 - 2.1.3.21.1.4 Total charges.
 - 2.1.3.21.2 Monthly Collection Detail Report(s).
 - 2.1.3.21.3 Monthly production and management report(s) showing:
 - 2.1.3.21.3.1 Number of accounts.
 - 2.1.3.21.3.2 Number of payments received.
 - 2.1.3.21.3.3 Number of accounts returned by City for cancellation.
 - 2.1.3.21.3.4 Total accounts aged by days.
 - 2.1.3.21.3.5 Percentage of collection by financial classification.
 - 2.1.3.21.3.6 Any other information deemed necessary by the City.
- 2.1.3.22 Submit quarterly reports within twenty (20) working days of the end of each quarter for which data is being reported.
 - 2.1.3.22.1 Quarterly Aged Trial Balance.
 - 2.1.3.22.2 Quarterly pre-collection or delinquency report(s) showing accounts returned for other collection process in alpha order.
- 2.1.3.23 A reasonable amount of additional reports will be available upon request and will be provided within a mutually agreed upon timeline.
- 2.1.3.24 Independent Contractor will meet routinely with City to discuss the project process and to review the projects.
- 2.1.3.25 Independent Contractor will review all demographic data and make recommendations for change in billing procedures if necessary.
- 2.1.3.26 Independent Contractor will provide a secure, internet-based access to complete account information including, but not limited to, aging, patient information, insurance information, account history, collection history, and account status.

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2.1.3.27 Independent Contractor will be required to provide the City's customers with a local City or toll-free telephone number to handle customer services. The Independent Contractor's customer services should be available by telephone Monday through Friday from 8:00 a.m. to 5:00 p.m. Pacific time. Holidays observed by the City are excluded from this requirement.

2.1.3.28 Contractor will be responsible to handle renewals for the City's subscription based ambulance service. These services include, but are not limited to; mailing annual renewal invoices, process payments, and maintain a listing of subscribers.

2.1.3.29 Contractor will allow city to determine content of invoices sent to City's customers.

2.1.3.30 Contractor and CCFD will agree upon a reasonable amount of time for billing statements to be sent to CCFD customers.

2.1.3.31. Contractor will be responsible to handle conversion to their billing services from the City's current billing vendor. This shall include completing all the necessary documents for the transfer of our customers to their services with Medicare, Medicaid and commercial insurance companies.

2.1.4 **City participation:**

2.1.4.1 City will provide a billing liaison person to Independent Contractor's billing personnel on a routine basis during normal business hours.

2.1.4.2 City, on a routine basis, will collect all pre-hospital care reports and forward to Independent Contractor.

2.1.4.3 In order for Independent Contractor to perform Medicare "Medical Review/Claim Appeal", City will provide Independent Contractor with written "medical necessity summary" for those claims on which medical reason(s) for ambulance transportation are not clearly documented on the "Pre-hospital Care Report" forms.

2.1.4.4 City will pay all Independent Contractor's invoices by credit card.

2.2 This listing shall be considered as the minimum standard acceptable to Carson City.

2.2.1 Any deviations, modifications, or alternates proposed to the **SPECIFICATIONS** shall be specific and clarified, by the Bidder, using the form titled **EXCEPTION SUMMARY**.

2.2.2 Insufficient information shall be at the Bidder's risk and may be justification for rejecting his bid.

3. **CONTRACT TERM:**

3.1 The Bidder must enter into a Contract ("**Attachment "A"** - Sample Contract) with Carson City for two (2) years from date of award by the Board of Supervisors.

3.2 Carson City shall reserve the right to renew the Contract, for five (5) additional one (1) year periods, subject to negotiation.

3.3 The Bidder shall guarantee the pricing for a period of two (2) years from the date of award. The City has the right to re-bid, at its sole discretion, after the initial two (2) year period.

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4. WARRANTIES AND GUARANTIES:

- 4.1 Bidder agrees that any warranty or guarantee provided Carson City shall not be considered as the exclusive remedy of Carson City for any default in any respect by the Bidder, but such warranty or guarantee shall be considered to be in addition to any right or remedy allowed by this **REQUEST FOR BID**, law, equity, or statute.
- 4.2 Bidder warrants that all deliverables and work product under this **REQUEST FOR BID** shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the **SPECIFICATIONS**; and shall be fit for ordinary use, of good quality, with no material defects.
- 4.3 Bidder guarantees that he will have full legal right of all processes, programs, methods, and techniques employed under the performance of this **REQUEST FOR BID**, and agrees to pay all rents, fees, and royalties of every description on any and all patents or patent rights, or copyrights, covering said processes, programs, methods, or techniques.
- 4.4 Bidder guarantees to observe and comply with all federal, state, local, and municipal laws, ordinances, rules, and regulations in any way affecting this **REQUEST FOR BID**.
- 4.5 Bidder guarantees to comply with all provisions of federal, state, and local regulations to ensure that no employee or applicant for employment is discriminated against because of race, religion, color, sex, sexual preference, marital status, age, handicap, or national origin.
- 4.6 Bidder guarantees to be in compliance with Immigration and Naturalization Laws regarding eligibility of their employees or subcontractors to work in the United States.
- 4.7 The Bidder guarantees that any and all prices which he may charge under the terms of this **REQUEST FOR BID**, do not and will not, violate any existing federal, state, or municipal laws or regulations concerning price discrimination and/or price fixing. The Bidder agrees to indemnify, exonerate, and hold Carson City harmless, from liability for any such violation now and throughout the term of the contract.

5. DEFAULT OF CONTRACT:

- 5.1 Should the Bidder fail to deliver the product(s) and/or perform the service(s) bid in accordance with this **REQUEST FOR BID**, the City may declare the Bidder in default of contract and recover all damages, costs and fees (including Attorney's fees) allowable by law.
- 5.2 In the event of default by the Bidder, Carson City may, at its option, pursue one or all of the following alternatives including: procure the product(s) and/or service(s) from another source and hold the defaulting Bidder responsible for an excess cost occasioned thereby, assess a penalty of 5% of the total awarded bid amount, commence with Surety and/or Performance Bond proceedings, debar the defaulting Bidder for not less than one year, or pursue other applicable legal remedies.
- 5.3 If necessity requires the use of materials or supplies not conforming to the **SPECIFICATIONS**, they may be accepted and payment shall be made at a proper adjustment in price.

6. These **TERMS & CONDITIONS** shall be considered as the minimum standard acceptable to Carson City.

- 6.1 Any deviations, modifications, and/or alternates proposed to the **TERMS & CONDITIONS** shall be recorded on the **EXCEPTION SUMMARY**.

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- 6.2 Failure to do so may be justification for rejection of the **BID RESPONSE**.
- 6.3 Bidder must indicate the title of document from the top of the page, the page number from the bottom of the page, the item number corresponding to the item, and a detailed description of the deviation, modification, and/or alternate.
- 6.4 Failure to note deviations, modifications, and/or alternates on the **EXCEPTION SUMMARY** shall be interpreted to convey that the Bidder will perform in the manner described and/or specified in the **TERMS & CONDITIONS**.

7. **NOTICE OF RIGHTS:**

- 7.1 Carson City reserves the right to accept or reject any or all bids or portions thereof, received by reason of this **REQUEST FOR BID**.
- 7.2 Carson City shall not be liable for any costs incurred by Bidders prior to the **AWARD** by the Board of Supervisors.
- 7.3 Carson City reserves the right to waive any irregularities and/or informalities in the submitted **BID RESPONSE**. Should Carson City elect to waive a right it will not constitute an automatic waiver of that right in the future nor will it impact any other right or remedy.
- 7.4 Carson City reserves the right to accept or reject any or all deviations, modifications and/or alternates offered, based solely on the value of said deviations, modifications and/or alternates to Carson City.
- 7.5 Carson City reserves the right to require such surety as may be deemed necessary for the protection of Carson City or to ensure the satisfactory performance of the Bidder in accordance with this **REQUEST FOR BID**.
- 7.6 Carson City reserves the right to withhold award for a period of sixty (60) calendar days from the date of **BID OPENING AND ACKNOWLEDGEMENT** which is indicated on page one of this **REQUEST FOR BID**.
- 7.7 Carson City reserves the right to award in whole or in part, by item, group of items, or by section where such action would serve Carson City's best interest.
 - 7.7.1 However, the Bidder may record in the **EXCEPTION SUMMARY** that his **BID RESPONSE** must be awarded by Carson City on the basis of "**ALL OR NOTHING**".
- 7.8 Carson City reserves the right to issue a Contract or Purchase Order document without further discussion or negotiations with Bidder provided the bid/contract award is made within sixty (60) calendar days from the date set for **BID OPENING AND ACKNOWLEDGEMENT** with is indicated on page one of this **REQUEST FOR BID**.
- 7.9 Carson City reserves the right to require Bidder to provide an on-site demonstration at no cost to Carson City.

8. **SALES/USE TAX EXEMPT STATUS:**

- 8.1 Pursuant to Nevada Revised Statute 372.325 and related statutes, **CARSON CITY CONSOLIDATED MUNICIPALITY** has been granted sales/use tax exempt status. Direct purchase of tangible personal property made by **CARSON CITY CONSOLIDATED MUNICIPALITY** is exempt from sales/use tax.

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9. JOINDER OR MUTUAL USE OF CONTRACT:

9.1 Pursuant to Nevada Revised Statute 332.195 (1), local governments and the State of Nevada may join or use the contracts of local governments located within or outside this State with the authorization of the contracting vendor. Carson City is not liable for the obligations of the governmental entity which joins or uses this Contract. Carson City shall be held harmless in any and all transactions between the successful bidder and other participating governmental entities.

9.2 COOPERATIVE PROCUREMENT INTENT:

9.2.1 **GENERAL INTENT**

Carson City (hereinafter referred to as "Lead Contracting Agency"), in association with National Purchasing Partners, LLC ("NPP"), dba as FireRescue GPO ("FRGPO") and Public Safety GPO, on behalf of NPP's public agency and government nonprofit members ("Participating Agencies") across the nation, as authorized under the terms of the NPP/FRGPO Member Intergovernmental Cooperative Purchasing Agreement executed by all Lead Contracting and Participating Agencies, a cooperative procurement group, is soliciting proposals from qualified companies (hereinafter referred to as "Vendor") to enter into a Master Purchase Agreement for Ambulance Billing Services.

The intent of this Interstate Cooperative Procurement Solicitation (Solicitation) is to invite Proposers active in the sale and distribution of Ambulance Billing Services to submit a competitive Master Purchase Agreement offering Ambulance Billing Services to NPP members locally and nationwide; to reduce expenses by eliminating multiple requests for proposals and multiple responses by Vendors; and obtain discounted pricing through volume purchasing. Significant sales potential exists because the Master Purchase Agreement will be used nationwide without the need for Participating Agencies to duplicate the formal solicitation process and expend staff resources and funds. Preferably, the successful Proposer will provide its entire catalog ("catalog discount") in order that National Purchasing Partners' members who wish to access the Master Purchase Agreement may order a broad range of goods and services as needed.

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

9.2.2 **POTENTIAL MARKET**

The local government market potential for this solicitation includes potential exposure to over 19,000 cities, 3,000 counties, and 3,000 minor civil divisions throughout the United States.

9.2.3 **REQUIREMENTS**

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

9.2.3.1 This RFP and resulting Master Purchase Agreement is anticipated for use by the Lead Contracting Agency's government and non-profit members as well as other NPP member government entities and eligible nonprofit entities across the nation. The Lead Contracting Agency of this solicitation enters into a Member Intergovernmental (interlocal) Cooperative Purchasing Agreement with other Participating Agencies for the purpose of obtaining Master Purchase Agreements with various vendors. Interlocal purchasing agreements allow Participating Agencies to make purchases at the Lead Contracting

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Agency's accepted proposal price, terms and conditions, provided that the Participating Agency has satisfied all of its local and state solicitation and purchasing requirements. By submitting a proposal, the Proposer(s) agrees to make the same proposal terms and price, exclusive of freight and transportation fees, available to other Participating Agencies. The Lead Contracting Agency and NPP will not incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by such Participating Agencies. A true and correct copy of the Member Intergovernmental Cooperative Purchasing Agreement is attached hereto as ATTACHMENT A.

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

9.2.3.2 Each Participating Agency shall execute a Participating Agency Endorsement and Authorization included in the Member Intergovernmental Cooperative Purchasing Agreement. While the terms of the Master Purchase Agreement will govern the general pricing terms, each Participating Agency will request modification of the Master Purchase Agreement in accordance with each Participating Agency's state and/or local purchasing laws, rules, regulations and procedures. Each Participating Agency may, at its discretion, request additional legal and procedural provisions not included herein that the successful Proposer must adhere to in order to conduct business with said Participating Agency.

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

9.2.4 **CONTRACT USAGE**

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

9.2.5 **BACKGROUND OF NPP**

NPP (aka FRGPO and Public Safety GPO), owned by two healthcare organizations, provides group purchasing opportunities and purchasing administrative support for governmental entities and non-profit institutions within its membership. NPP's membership includes participating public and non-profit entities across North America.

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9.2.6 MASTER PURCHASE AGREEMENT ACCESS PROVISIONS

Utilization of any Master Purchase Agreement will be at the discretion of the Lead Contracting Agency and Participating Agencies. The Lead Contracting Agency shall be under no obligation to purchase off of the resulting Master Purchase Agreement. Assuming all local competitive solicitation requirements have been met, Participating Agencies may purchase directly from the successful Proposer(s) without the need for further solicitation. The Lead Contracting Agency and Participating Agencies shall be authorized to access the Master Purchase Agreement directly with the successful Proposer by referencing the contract number.

9.2.7 INDEMNIFICATIONS AND INSURANCE:

To the fullest extent permitted by law, the successful Proposer(s) shall indemnify and hold harmless the Lead Contracting Agency, NPP, and Participating Agencies and their officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the Lead Contracting or Participating Agencies or their officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the successful Proposer(s) or its employees, agents, servants, partners, principals or subcontractors. The successful Proposer(s) shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Lead Contracting or Participating Agencies, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The successful Proposer(s) expressly understands and agrees that any insurance protection required or provided by the successful Proposer(s) shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Lead Contracting Agency and Participating Agencies or their officers, employees, agents and instrumentalities as herein provided. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the Lead Contracting Agency and any Participating Agencies.

10. QUESTIONS:

- 10.1 All questions must be directed, in writing via e-mail, to Kim Belt, Purchasing and Contracts Manager KBelt@carson.org, at least five (5) working days prior to the date set for **BID OPENING AND ACKNOWLEDGEMENT** which is indicated on page one of this **REQUEST FOR BID**.
- 10.2 You must indicate that these questions pertain to **REQUEST FOR BID #1112-142 Ambulance Billing Services**. You must indicate what line number(s) your question(s) references. You must provide a contact person, their title, their e-mail address, their telephone number, and their fax number.
- 10.3 Questions and answers will be posted on Carson City's website <http://www.carson.org/Index.aspx?page=998> at least three (3) working days prior to the date set for **BID OPENING AND ACKNOWLEDGEMENT** which is indicated on page one of this **REQUEST FOR BID**.
- 10.4 Any communication with other Carson City personnel regarding this **REQUEST FOR BID** may result in the rejection of your firm's **BID RESPONSE**.

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11. REQUEST FOR BID ERRORS:

- 11.1 Bidders shall notify Kim Belt, Purchasing and Contracts Manager, in writing via e-mail, of any perceived conflicts, errors, or discrepancies in this **REQUEST FOR BID** as soon as possible so that corrective addenda may be furnished to all Bidders. Any addenda issued prior to the date and time set for the receipt of **SEALED BIDS** which is indicated on page one of this **REQUEST FOR BID** shall be made part of this **REQUEST FOR BID**. All addenda must be signed, placed in date and time order, submitted, and marked as "**EXHIBIT A**". Failure to do so may be justification for rejection of the **BID RESPONSE**.
- 11.2 All addenda are posted on Carson City's website <http://www.carson.org/Index.aspx?page=998>. It is each Bidder's responsibility to ensure that they have received all addenda prior to submission of their sealed bid.

12. TELEPHONE:

- 12.1 Bidder shall maintain telephone service such that Carson City may contact or leave a message for Bidder at any time. Bidder shall provide advance notice to Carson City Purchasing and Contracts of any change in telephone number.

13. BID RESPONSE, CONTRACT, AND DISPOSITION:

- 13.1 The contents of the **BID RESPONSE** including all **EXHIBITS** submitted by Bidder and accepted by Carson City shall become part of the contractual obligation and incorporated by reference into any ensuing Contract. All bids shall become the property of Carson City and shall not be returned to Bidder. Any information submitted in the **BID RESPONSE** that Bidder desires to be held proprietary shall be labeled as such. Carson City Purchasing and Contracts shall make the final determination regarding which information, if any, shall be held proprietary pursuant to Nevada Revised Statutes 332.025 and 332.061.

14. PREPARATION OF BID RESPONSE:

- 14.1 Bid must be prepared on the **BID RESPONSE** form supplied by Carson City Purchasing and Contracts in accordance with this **REQUEST FOR BID**.
- 14.2 All expenses incurred as a result of **BID RESPONSE** preparation shall be the responsibility of the Bidder and shall not be chargeable to Carson City.
- 14.3 In the upper right hand corner of the **BID RESPONSE** including all exhibits, Bidder shall initial and date each page.
- 14.3.1 Failure to do so may be justification for rejection of the **BID RESPONSE**.
- 14.4 Bidder shall respond to each item listed on the **BID RESPONSE**.
- 14.4.1 If additional space is required to respond to an item, Bidder shall indicate on company letterhead the item number as well as the additional information to be provided and mark as "**Exhibit 14.4.1**".
- 14.4.2 Supplemental materials may be provided and shall be marked as "**Exhibit 14.4.2**".
- 14.5 All the blank spaces shall be completed.

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- 14.6 Bidders are expected to examine all documents of this **REQUEST FOR BID**. Failure to do so will be at the Bidder's risk.
- 14.7 Bidders are urged to proofread their **BID RESPONSE** carefully for any errors. Failure to do so will be at the Bidder's risk. '
- 14.8 Numbers shall be stated in both figures and in writing.
- 14.9 In the event of a difference between written words and figures, the amount stated in written words shall govern and the amount will be corrected accordingly.
- 14.10 In the case of a difference between a unit price and the extended price, the unit price shall govern and the amount will be corrected accordingly.
- 14.11 Erasures and other changes must be initialed in blue ink by the person signing this **BID RESPONSE**.
- 14.12 The original **BID RESPONSE** shall contain all original signatures where required.
- 14.12.1 Signatures shall be signed in longhand by an individual duly authorized to commit the Bidder.
- 14.12.2 An unsigned **BID RESPONSE** may be disqualified.
- 14.13 Order of Documents For Punch less Report Cover:
- 14.13.1 To facilitate the evaluation process, all bidders shall be required to format their Bids in the following manner without exception.
- 14.13.2 Bids may be disqualified from further consideration if the bid does not conform to this requirement. The body of the bid shall consist of tabbed sections as follows:
- 14.13.2.1 Table of Contents (Tab 1).
- 14.13.2.1.1 Provide a clear identification of the bid contents by section and page number.
- 14.13.2.2 Executive Summary (Tab 2).
- 14.13.2.2.1 Provide a short summary of the key features and benefits described in your proposal which demonstrate your ability to help Carson City achieve its goals.
- 14.13.2.3 Bid Response (Tab 3).
- 14.13.2.4 Scope of Services Anticipated (Tab 4).
- 14.13.2.4.1 Summary of services to be provided. Specifically, this section should describe the contractor's process and procedures to address the items listed in Section 2.1.2 "Outline of Authorized Work" and Section 2.1.3 "Independent Contractor's Participation."
- 14.13.2.4.2 Clearly delineate what the City's responsibilities would be on a regular basis after implementation.

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- 14.13.2.4.3 Proposed work plan for implementation to achieve full usage capabilities with time schedules.
- 14.13.2.4.4 Summary of customer service policy and commitment, as to the City as a customer and as to the City's customers (ambulance users).
- 14.13.2.4.5 Summary of services as to updating the City on new developments in the related laws, procedures, recommendations as to how to be more efficient, etc.
- 14.13.2.4.6 Summary of how the bidder assures quality control.
- 14.13.2.4.7 A concise summary of the advantages of the proposed system.
- 14.13.2.4.8 Explanation of City's remedy if claims are not filed timely or accurately.
- 14.13.2.4.9 Description of the methods for electronic and paper billing processes.
- 14.13.2.4.10 Demonstrate multiple methods of collection of insurance information in the event field Paramedics cannot obtain that information.
- 14.13.2.4.11 Description of their HIPPA compliance policy and policy to deal with a breach of confidential account information.
- 14.13.2.4.12 Describe their data security process.
- 14.13.2.4.13 Describe their disaster recovery plan, including situations where employee staffing reductions are experienced.
- 14.13.2.4.14 Description of the cost of services as stated in paragraph 2.1.2.10 of this document.

14.13.2.5 Financial Proposal (Tab 5).

- 14.13.2.5.1 Complete cost proposal expressed as a percentage of revenue collected less refunds. Alternative cost proposals may be submitted for the City's consideration at the discretion of the Contractor, but at a minimum the proposal must be costed as described in this section.

14.13.2.5.1.1 – Optional Proposal - EPCR

The Independent Contractor will quote the cost for providing the services listed below. The costs for these optional services will be expressed as a percentage of revenue collected less refunds and will be an additional percentage beyond the cost expressed for the base service as described in Section 14.13.2.5.1

The contractor will provide for complete electronic patient care reporting (EPCR) and electronic data transfer; and the full software suite of products and accompanying hardware, along with any interface and communications devices or instruments. The Contractor shall include the cost to provide this software, hardware, and training. The Independent Contractor's provision of EPCR software and hardware will be as follows: EPCR software and

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hardware, administrative access for up to ten (10) concurrent users; nine (9) laptop/tablet computers; wireless services for computers; data migration, implementation, and training; annual support and maintenance; and systems upgrades included. The computers will be replaced on a three year replacement schedule. Any software training for the City will be done at the City's location at the contractor's expense and at a mutually agreed upon time. All software will be required to be NEMESIS Gold Compliant. Compliance with NEMESIS must be specifically identified in the bid response.

14.13.2.6 History of Firm (Tab 6).

14.13.2.6.1 Provide a brief history of Bidder and its experience in ambulance billing services, number of staff of firm, and organizational chart.

14.13.2.6.2 Provide resumes of the key staff assigned to work with Carson City including a description of their experience in ambulance billing services.

14.13.2.6.3 Provide the physical location and hours of operation of the offices that will handle the City's business.

14.13.2.7 References (Tab 7).

14.13.2.7.1 Provide a list of at least five (5) current ambulance billing service customers that have been in place for at least two (2) years. Three (3) of these providers must be fire-based ambulance organizations.

14.13.2.7.1.1 Carson City representatives may contact and or visit any of these references as well as research and contact additional references that were not provided by the Bidder.

14.13.2.7.1.2 Include the following information:

14.13.2.7.1.2.1 company's name.

14.13.2.7.1.2.2 number of employees.

14.13.2.7.1.2.3 contact person and title.

14.13.2.7.1.2.4 complete address.

14.13.2.7.1.2.5 telephone number.

14.13.2.7.1.2.6 a brief description of the product/service provided.

14.13.2.7.1.2.7 fees, and

14.13.2.7.1.2.8 date(s) provided.

14.13.2.7.2 Provide a list of all clients where Bidder's services were terminated within the last three years. Carson City representatives may contact

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and or visit any of these references.

14.13.2.7.2.1 Include the following information:

14.13.2.7.2.1.1 company's name.

14.13.2.7.2.1.2 number of employees.

14.13.2.7.2.1.3 contact person and title.

14.13.2.7.2.1.4 complete address.

14.13.2.7.2.1.5 telephone number.

14.13.2.7.2.1.6 a brief description of the product/service provided.

14.13.2.7.2.1.7 fees.

14.13.2.7.2.1.8 date(s) service was provided, and

14.13.2.7.2.1.9 reason for the termination.

14.13.2.8 Response to the following questions: (Tab 8).

14.13.2.8.1 How is returned mail handled?

14.13.2.8.1.1 Who will do research on returned mail?

14.13.2.8.2 How are collections handled?

14.13.2.8.2.1 How many months are repeat bills sent?

14.13.2.8.3 How are Insurance and Medicare/Medicaid billings and payments maximized?

14.13.2.8.4 How would the City have access to customer information i.e., if a customer calls the Mayor or City Manager for information on account?

14.13.2.8.5 How is a request for a new report handled?

14.13.2.8.5.1 Additional charge?

14.13.2.8.6 How is a request for a change in rates handled?

14.13.2.8.6.1 Additional charge?

14.13.2.8.7 For what services, if any, would additional charges be assessed?

14.13.2.8.8 Would the Bidder convert customer history to its system?

14.13.2.8.9 What additional options in services and/or equipment are available?

14.13.2.8.10 How are the revenues booked to the City's general ledger as a receivable?

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- 14.13.2.8.10.1 How are the payments booked to the City's general ledger and the receivable reduced?
 - 14.13.2.8.10.2 How are the customer accounts credited for payment?
 - 14.13.2.8.11 To what degree will the City's Information Services Department need to be involved in the implementation? Please be very specific.
 - 14.13.2.8.12 What level of training will be provided to the City?
 - 14.13.2.8.12.1 City Finance Department.
 - 14.13.2.8.12.2 City Fire Department
 - 14.13.2.8.12.3 City Information Services Department
 - 14.13.2.8.13 Are there policy and procedures manuals?
 - 14.13.2.8.14 What information will be maintained on customer?
 - 14.13.2.8.15 Describe how compliance with customer confidentiality will be maintained?
 - 14.13.2.8.16 How will information be provided to City auditors during its annual audit?
 - 14.13.2.8.16.1 How will timeliness be ensured?
 - 14.13.2.8.17 What process will be used for back-up and protection against loss of customer records?
 - 14.13.2.8.18 Is there any limitations such as number of payers, number of customers, etc.?
 - 14.13.2.8.19 Have you had dissatisfied customers who have discontinued your service?
 - 14.13.2.8.19.1 Please explain and list names of customer(s).
 - 14.13.2.8.20 What hardware and software system will you be using for the City's billing and payments?
 - 14.13.2.8.21 How will the Contractor handle the transfer of services to their company from the current vendor – include a description of how the Contractor will handle coordination of collecting payment from Medicare, Medicaid, and Commercial Insurance Companies.
 - 14.13.2.8.22 What would be your working relationship with the hospital?
 - 14.13.2.8.23 How are medical supplies used in the call billed?
 - 14.13.2.8.24 What is your collection rate? Please detail.
 - 14.13.2.8.25 What process will the Contractor use to handle renewals for the City's subscription service.
- 14.13.2.9 Financial Information (Tab 9)

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14.13.2.9.1 A copy of Bidder's most recent audited financial statement.

14.13.2.10 Exhibits (Tab 10)

14.13.2.10.1 "Exhibit 11.1.2". All addenda must be signed and placed in date and time order.

14.13.2.10.2 "Exhibit 14.4.1". **BID RESPONSE** additional space on company letterhead.

14.13.2.10.3 "Exhibit 14.4.2". Supplemental materials.

14.13.2.10.4 "Exhibit 65.2". **EXCEPTION SUMMARY** additional space on company letterhead.

15. **SEALED BIDS:**

15.1 Bidder shall submit their **SEALED BID to CARSON CITY PURCHASING AND CONTRACTS, 201 North Carson Street Suite 3, Carson City, NV 89701** by the date and time set for receipt of **SEALED BIDS** which is indicated on page one of this **REQUEST FOR BID**.

15.2 The **SEALED BID** shall consist of

15.2.1 one (1) original **BID RESPONSE** bound in a punchless report cover which includes all exhibits.

15.2.1.1 clearly marked on the front outside cover as the original

15.2.1.2 with the title and number of this **REQUEST FOR BID** and 15.2.1.3 with the Bidder's name, address, telephone number, and fax number

15.2.2 and five (5) copies of the **BID RESPONSE** bound in a punchless report cover which includes all exhibits.

15.2.2.1 clearly marked on the front outside cover as a copy

15.2.2.2 with the title and number of this **REQUEST FOR BID** and

15.2.2.3 with the Bidder's name, address, telephone number, and fax number

15.2.3 placed in a sealed envelope/package/box

15.2.3.1 clearly marked with the Bidder's name

15.2.3.2 with the title and number of this **REQUEST FOR BID** and

15.2.3.3 with the date and time of receipt for **SEALED BIDS**.

15.3 Carson City will not be responsible for the premature opening of a bid not properly addressed or identified.

15.4 It is the Bidder's sole responsibility to see that their **BID RESPONSE** is received at the place, date, and time specified.

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- 15.5 Carson City assumes no responsibility for errant delivery of any **BID RESPONSE** relegated to a courier agent who fails to deliver in accordance with the specified receiving point and time herein stated.
- 15.6 A **BID RESPONSE** received after the date and time set for receipt will be rejected and disqualified from consideration.
- 15.7 A **BID RESPONSE** that is sent by telephone, facsimile, or e-mail shall not be accepted and will be disregarded if received.

16. **MODIFICATION OF BIDS:**

- 16.1 Bids may be modified by written notice received by Carson City Purchasing and Contracts prior to the date and time set for receipt of **SEALED BIDS** which is indicated on page one of this **REQUEST FOR BID**. Notice of modification by telephone, facsimile, or e-mail will not be accepted and will be disregarded if received. Notice of modification received after the date and time set for receipt of **SEALED BIDS** will not be considered.

17. **NO BID:**

- 17.1 If Bidder chooses not to bid, but wishes to receive information regarding the outcome of this **REQUEST FOR BID**; Bidder must write **NO BID** across the face of the first page of the **BID RESPONSE**; complete the **BIDDER INFORMATION** in the **BID RESPONSE**; and fax that page to **CARSON CITY PURCHASING AND CONTRACTS** at 775-887-2107.

18. **WITHDRAWAL OF BIDS:**

- 18.1 Bids may be withdrawn without penalty by written notice received by Carson City Purchasing and Contracts prior to the date and time set for receipt of **SEALED BIDS** which is indicated on page one of this **REQUEST FOR BID**. Notice of withdrawals by telephone, facsimile, or e-mail will not be accepted and will be disregarded if received. Notice of withdrawals received after the date and time set for receipt of **SEALED BIDS** will not be considered.

19. **BID EVALUATION:**

- 19.1 The evaluation of bids and the determination as to the quality of the product(s) and/or service(s) offered shall be the responsibility of Carson City and will be based on information furnished by Bidder as well as other information obtained. Responses to this **REQUEST FOR BID** will be the primary source of information used in the evaluation process.
- 19.2 Carson City reserves the right to perform an investigation to determine the ability of Bidder to perform in accordance with the provisions of this **REQUEST FOR BID**. Carson City may contact any current users of a Bidder's product(s) and/or service(s); solicit information from any available source concerning any aspect of the bid; and seek and review any other information it deems pertinent to the evaluation process.
- 19.3 Carson City reserves the right to meet with bidders to discuss or clarify their **BID RESPONSES**, to request additional information, and to allow corrections of errors or omissions. All expenses incurred as a result of said meeting shall be the responsibility of Bidder and shall not be chargeable to Carson City.

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19.4 Deviations, modifications, and/or alternates to this **REQUEST FOR BID** shall be given consideration in the evaluation process, provided each deviation, modification and/or alternate shall be recorded on the **EXCEPTION SUMMARY**.

19.5 **PHASE I: SELECTION OF BIDDERS FOR INTERVIEW:**

19.5.1 Selection of a limited number of Bidders to be interviewed will be made by a Review Team.

19.5.2 The Review Team reserves the right to evaluate the **BID RESPONSES** received in order to select a manageable number Bidders for interview.

19.5.2.1 The number bidders selected for interview shall be at the sole discretion of the Review Team.

19.5.3 Evaluation shall be based on the following factors; but other factors shall be considered if need shall arise during the evaluation process;

19.5.3.1 Ability of Bidder to meet the requirements;

19.5.3.2 Qualifications and experience of Bidder;

19.5.3.3 References – public agency (or other accounts of similar size and complexity)

19.5.3.4 Compensation; and

19.5.3.5 Exceptions taken to this **REQUEST FOR BID**.

19.5.4 After completion of the evaluation, a determination will be made as to which Bidders may be capable of performing the Contract satisfactorily and thus should be interviewed.

19.6 **PHASE II: INTERVIEWS OF A LIMITED NUMBER OF BIDDERS:**

19.6.1 All expenses incurred as a result of interviews shall be the responsibility of the Bidders and shall not be chargeable to Carson City.

19.6.2 The Review Team then will ask a series of prepared questions and engage in further discussions regarding the **BID RESPONSE**.

19.6.3 The Review Team will evaluate the **BID RESPONSES** and the results of the interviews in order to select a finalist and such selection shall be final.

20. **COLLUSION:**

20.1 Pursuant to Nevada Revised Statute 332.820 (1), any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise, shall render the bids of such bidders void.

21. **ADVANCE DISCLOSURES:**

21.1 Pursuant to Nevada Revised Statute 332.820 (2), advance disclosures of proprietary information or any other information to any particular bidder which would give that particular bidder any

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advantage over any other interested bidder in advance of the opening of bids, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body or an employee or representative thereof, shall operate to void all bids received in response to that particular request for bids.

22. REJECTION OF BID:

22.1 Pursuant to Nevada Revised Statute 332.075, any or all bids received in response to a request for bids may be rejected by the governing body or its authorized representative if such governing body or its authorized representative determines that any such bidder is not responsive or responsible or that the quality of the services, supplies, materials, equipment or labor offered does not conform to requirements or if the public interest would be served by such a rejection.

23. AWARD OF CONTRACT:

23.1 Carson City will award the bid / contract to the lowest responsive and responsible bidder(s), as determined by Carson City pursuant to the provisions of Chapter 332 of the Nevada Revised Statutes.

23.2 Pursuant to Nevada Revised Statute 332.065 (1), the lowest responsive and responsible may be judged on the basis of (a) Price; (b) Conformance to the specifications; (c) Qualifications, (d) Past performance; (e) Performance or delivery date; (f) Quality and utility of services, supplies, materials, or equipment offered and the adaptability of those services, supplies, materials or equipment to the required purpose of the contract; (g) The best interest of the public; and (h) Such other criteria as may be set forth by the governing body or its authorized representative in the advertisement or request for bids, as applicable, that pertains to the contract.

23.3 Pursuant to Nevada Revised Statute 332.065 (2), the governing body or its authorized representative (a) shall give preference to recycled products if: (1) The product meets the applicable standards; (2) The product can be substituted for a comparable nonrecycled product; and (3) The product costs no more than a comparable nonrecycled product.

23.4 Pursuant to Nevada Revised Statute 332.085, in determining the responsibility of any bidder, the governing body or its authorized representative shall consider the possession of and limit on any required license of the bidder; and may consider the financial responsibility of the bidder; experience of the bidder; adequacy of the equipment of the bidder; past performance of the bidder; performance or delivery date; and ability of the bidder to perform the contract.

23.5 Prompt payment discounts will be considered in bid / contract award recommendation only if discount period is fifteen (15) or more calendar days. Discount period will be computed from the date Carson City acknowledges that the delivery and/or performance meets the requirements of this **REQUEST FOR BID** or from the date the correct invoice is received by the appropriate Carson City department/division accounts payable clerk, whichever is the latter date. Payment is deemed to be made on the date payment is mailed to Bidder.

23.6 Should identical low, responsive and responsible bids be received from two (2) or more Bidders; Kim Belt, Purchasing and Contracts Manager, shall notify all parties involved in the tie and may, at her option, exercise one of the following tie breaking methods unless another alternative is apparent and prudent: (1) Tie Bid (two vendors): The Purchasing and Contracts Manager, with a witness present, may flip a coin with heads representing Bidder whose tie bid was first received by Carson City. If the toss is heads, the recommendation will be to this Bidder; if tails, the recommendation will be made in favor of the second tied Bidder. (2) Tie Bid (two or more vendors): Should there be two or more low, responsive and responsible tie bids where

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representatives of Bidders wish to participate in the tie breaking process, the Purchasing and Contracts Manager shall set a mutually agreed upon time where, in her office, she shall shuffle a new deck of playing cards and have each Bidder's representative cut the cards. The tie Bidder who cuts the highest card (with Ace high) shall be recommended for bid / contract award.

- 23.7 A Purchase Order or Contract mailed or otherwise furnished by Carson City Purchasing and Contracts to Bidder is a binding contract without further action by either party.
- 23.8 Pursuant to Nevada Revised Statute 332.095, no contract awarded may be assigned to any other person without the consent of the governing body or its authorized representative. No contract awarded or any portion thereof may be assigned to any person who was declared by the governing body or its authorized representative not to be a responsible person to perform the particular contract.
- 23.9 Bidders will receive written notification of the Bidder(s) who has been recommended to be awarded this **REQUEST FOR BID**.
- 23.10 Pursuant to Nevada Revised Statute 332.065 (3), if after the lowest responsive and responsible bidder has been awarded the contract, during the term of the contract he does not supply goods or services in accordance with the bid specifications, or if he repudiates the contract, the governing body or its authorized representative may re-award the contract to the next lowest responsive and responsible bidder without requiring that new bids be submitted. Re-awarding the contract to the next lowest responsive and responsible bidder is not a waiver of any liability of the initial bidder awarded the contract.

24. APPEAL BY UNSUCCESSFUL BIDDER:

- 24.1 Pursuant to Nevada Revised Statute 332.068, a person who submits a bid on a contract that is required to be advertised pursuant to paragraph (a) subsection 1 of Nevada Revised Statute 332.039 may, after the bids are opened and within the period specified by the governing body or its authorized representative, file with the governing body or its authorized representative a notice of protest regarding the awarding of the contract.
- 24.2 Should an unsuccessful Bidder choose to appeal the recommendation, Bidder shall do so by providing a notice of protest which must include a written statement setting forth with specificity the reasons the person filing the notice believes the applicable provisions of law were violated to Kim Belt, Purchasing and Contracts Manager, by not later than five (5) working days prior to the date scheduled for **AWARD** which is indicated on page one of this **REQUEST FOR BID**.
- 24.3 A person filing a notice of protest may be required by the governing body or its authorized representative, at the time the notice of protest is filed, to post a bond with a good and solvent surety authorized to do business in this State or submit other security, in a form approved by the governing body or its authorized representative, to the governing body or its authorized representative who shall hold the bond or other security until a determination is made on the protest. A bond posted or other security submitted with a notice of protest must be in an amount equal to the lesser of: Twenty-Five percent (25%) of the total value of the bid submitted by the person filing the notice of protest; or Two Hundred Fifty Thousand Dollars (\$250,000.00).
- 24.4 A notice of protest filed in accordance with the provisions of this section operates as a stay of action in relation to the awarding of any contract until a determination is made by the governing body or its authorized representative on the protest.

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- 24.5 A person who submits an unsuccessful bid may not seek any type of judicial intervention until the governing body or its authorized representative has made a determination on the protest and awarded the contract.
- 24.6 A governing body or its authorized representative is not liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a person who submits a bid, whether or not the person files a notice of protest pursuant to this section.
- 24.7 If the protest is upheld, the bond posted or other security submitted with the notice of protest must be returned to the person who posted the bond or submitted the security. If the protest is rejected, a claim may be made against the bond or other security by the governing body or its authorized representative in an amount equal to the expenses incurred by the governing body or its authorized representative because of the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the person who posted the bond or submitted the security.
- 24.8 No protest shall be considered unless these procedures have been followed.

25. **TIMELINESS OF BILLING SUBMISSION:**

- 25.1 The parties agree that timeliness of billing is of the essence to the bid / contract award and recognize that Carson City is on a fiscal year which is defined as the period beginning July 1 and ending June 30 of the following year. All billings for dates of service prior to July 1 must be submitted to Carson City no later than the first Friday in August of the same year. A billing submitted after the first Friday in August will subject Bidder to an administrative fee not to exceed \$100.00. The parties hereby agree this is a reasonable estimate of the additional costs to Carson City of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to Bidder.

26. **PAYMENT:**

- 26.1 Carson City agrees to provide payment to Bidder within thirty (30) calendar days from the date Carson City acknowledges that the delivery and/or performance meets the requirements of this **REQUEST FOR BID** or from the date the correct, complete, and descriptive invoice in the awarded amount is received by the appropriate Carson City department/division accounts payable clerk, whichever is the latter date.
- 26.2 Discount period will be computed from the date Carson City acknowledges that the delivery and/or performance meets the requirements of this **REQUEST FOR BID** or from the date the correct, complete, and descriptive invoice is received by the appropriate Carson City department/division accounts payable clerk, whichever is the latter date. Payment is deemed to be made on the date payment is mailed to Bidder.

27. **PRICE REDUCTIONS:**

- 27.1 In the event that during the term of the bid / contract award Bidder shall reduce any or all prices charged to any or all customers other than Carson City for the same product(s) and/or service(s) of the equivalent quantity, quality, delivery, performance and warranty, as said product(s) and/or service(s) specified herein, Bidder shall make an equivalent reduction for Carson City.

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28. LIQUIDATED DAMAGES:

- 28.1 Liquidated damages shall not cover or preclude Carson City from claiming and collecting damages on account of delay, price changes, loss of other contracts, loss of income, and the inability of Carson City to fulfill other damages direct or consequential arising out of the failure of Bidder to perform under the terms, conditions and requirements of this **REQUEST FOR BID**.

29. NOTICE:

- 29.1 All notices or other communications required or permitted to be given under this **REQUEST FOR BID** shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail with simultaneous regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

29.1.1 Notice to Bidder shall be addressed to the contact person listed in **BIDDER INFORMATION**.

29.1.2 Notice to Carson City shall be addressed to:

Carson City Purchasing and Contracts
Kim Belt, Purchasing and Contracts Manager
201 North Carson Street Suite 11
Carson City, NV 89701
775-887-2133 extension 30137 / FAX 887-2107
KBelt@carson.org

30. INSPECTION & AUDIT:

30.1 Books and Records:

- 30.1.1 Bidder agrees to keep and maintain under general accepted accounting principles (GAAP) full, true and complete records, contracts, books and documents as are necessary to fully disclose to the Carson City, State of Nevada, or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all city, state, and federal regulations and statutes.

30.2 Inspection & Audit:

- 30.2.1 Bidder agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Bidder or his subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Bidder where such records may be found with or without notice by Carson City.

30.2.1.1 All subcontractors shall reflect requirements of this paragraph.

30.3 Period of Retention:

- 30.3.1 Bidder must retain all books, records, reports, and statements relevant to this **REQUEST FOR BID** a minimum of three (3) years.

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30.3.2 The retention period runs from the date of payment for the relevant products or services by Carson City, or from the date of termination of the Contract, whichever is later.

30.3.3 Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

31. CONTRACT TERMINATION:

31.1 Termination Without Cause:

31.1.1 Any discretionary or vested right of renewal notwithstanding, this **REQUEST FOR BID** may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

31.2 Termination for Nonappropriation:

31.2.1 Nevada Revised Statute 360.800 (1) (a) provides for the termination if the governing body fails to appropriate money for the ensuing fiscal year for payment of the amounts then due. Carson City may terminate this Contract, and Bidder waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the funding is not appropriated or is withdrawn, limited, or impaired.

31.3 Cause Termination for Default or Breach:

31.3.1 A default or breach may be declared with or without termination. This bid / contract award may be terminated by either party upon thirty (30) calendar days written notice of default or breach to the other party as follows: (1) If Bidder fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this **REQUEST FOR BID** within the time requirements specified in this **REQUEST FOR BID** or within any granted extension of those time requirements; or (2) If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Bidder to provide the goods or services required by this **REQUEST FOR BID** is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or (3) If Bidder becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or (4) If Carson City materially breaches any material duty under this **REQUEST FOR BID** and any such breach impairs Bidder's ability to perform; or (5) If it is found by Carson City that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Bidder, or any agent or representative of Bidder, to any officer or employee of Carson City with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or (6) If it is found by Carson City that Bidder has failed to disclose any material conflict of interest relative to the performance of this **REQUEST FOR BID**.

31.4 Time to Correct:

31.4.1 Termination upon a declared default or breach may be exercised only after service of formal thirty (30) calendar days written notice, and the subsequent failure of the defaulting party within fifteen (15) calendar days of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

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31.5 Winding Up Affairs Upon Termination:

31.5.1 In the event of termination of this bid / contract award for any reason, the parties agree that the provisions of this paragraph survive termination: (1) the parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this bid / contract award. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination; (2) Bidder shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by Carson City; (3) Bidder shall execute any documents and take any actions necessary to effectuate an assignment of this bid / contract award if so requested by Carson City; (4) Bidder shall preserve, protect, and promptly deliver into Carson City's possession all proprietary information in accordance with **Carson City Ownership of Proprietary Information**.

32. REMEDIES:

32.1 Except as otherwise provided for by law or this **REQUEST FOR BID**, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. The parties agree that, in the event a lawsuit is filed and a party is awarded attorney's fees by the court, for any reason, the amount of recoverable attorney's fees shall not exceed the rate of \$125 per hour. Carson City may set off consideration against any unpaid obligation of Bidder to Carson City.

33. LIMITED LIABILITY:

33.1 Carson City will not waive and intends to assert available Nevada Revised Statutes Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any Carson City breach shall never exceed the amount of funds appropriated for payment under this **REQUEST FOR BID**, but not yet paid to Bidder, for the fiscal year budget in existence at the time of the breach. Bidder's tort liability shall not be limited.

34. FORCE MAJEURE:

34.1 Neither party shall be deemed to be in violation of this **REQUEST FOR BID** if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the bid / contract award after the intervening cause ceases.

35. INDEMNIFICATION:

35.1 To the extent permitted by law, including, but not limited to, the provisions of Nevada Revised Statutes Chapter 41, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise

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reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this paragraph.

35.2 Except as otherwise provided below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with: a written request for a legal defense for such pending claim(s) or cause(s) of action; and a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

35.3 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified party, including counsel through which the indemnified party might voluntarily choose to participate in its defense of the same matter.

35.4 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall be obligated to reimburse the reasonable attorney's fees and costs incurred by the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

36. INDEPENDENT CONTRACTOR:

36.1 An independent contractor is a natural person, firm or corporation who agrees to perform services for a fixed price according to his or its own methods and without subjection to the supervision or control of the other contracting party, except as to the results of the work, and not as to the means by which the services are accomplished.

36.2 It is mutually agreed that Bidder is associated with Carson City only for the purposes and to the extent specified in this **REQUEST FOR BID**, and in respect to performance of the contracted services pursuant to this **REQUEST FOR BID**. Bidder is and shall be an independent contractor and, subject only to the terms of this **REQUEST FOR BID**, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this **REQUEST FOR BID**.

36.3 Nothing contained in this **REQUEST FOR BID** shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for Carson City whatsoever with respect to the indebtedness, liabilities, and obligations of Bidder or any other party.

36.4 Bidder shall indemnify and hold Carson City harmless from, and defend Carson City against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, Bidder's obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

36.5 Neither Bidder nor its employees, agents, or representatives shall be considered employees, agents, or representatives of Carson City.

36.6 Carson City and Bidder shall evaluate the nature of services and term negotiated in order to determine "independent contractor" status and shall monitor the work relationship throughout the term of the Contract to ensure that the independent contractor relationship remains as such:

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36.7 It is specifically understood and agreed that:

- 36.7.1 Carson City does not have the right to require control of when, where and how the Bidder is to work;
- 36.7.2 Carson City will not be providing training to the Bidder;
- 36.7.3 Carson City will not be furnishing the Bidder with worker's space, equipment, tools, supplies or travel expenses;
- 36.7.4 None of the works who assist the Bidder in performance of his/her duties are employees of Carson City;
- 36.7.5 The arrangement with the Bidder does not contemplate continuing or recurring work (even if the services are seasonal, part-time, or of short duration);
- 36.7.6 Carson City will not incur any employment liability if the Bidder is terminated for failure to perform; and
- 36.7.7 The Bidder is not restricted from offering his/her services to the general public while engaged in this work relationship with Carson City.

37. **INSURANCE REQUIREMENTS:**

- 37.1 Unless expressly waived in writing by Carson City, Bidder, as an independent contractor and not an employee of Carson City, must carry policies of insurance in amounts specified and pay all taxes and fees incident hereunto. Carson City shall have no liability except as specifically provided in the **REQUEST FOR BID**. Bidder shall not commence work before: (1) Bidder has provided the required evidence of insurance to Carson City Purchasing and Contracts, and (2) Carson City has approved the insurance policies provided by Bidder.
- 37.2 Prior approval of the insurance policies by Carson City shall be a condition precedent to any payment of consideration under this **REQUEST FOR BID** and Carson City's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this **REQUEST FOR BID**. Any failure of the Carson City to timely approve shall not constitute a waiver of the condition.
- 37.3 **Insurance Coverage:**
 - 37.3.1 Bidder shall, at Bidder's sole expense, procure, maintain and keep in force for the duration of the **REQUEST FOR BID** the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by Carson City, the required insurance shall be in effect prior to the commencement of work by Bidder and shall continue in force as appropriate until the latter of: (1) Final acceptance by Carson City of the completion of this **REQUEST FOR BID**; or (2) Such time as the insurance is no longer required by Carson City under the terms of this **REQUEST FOR BID**.
 - 37.3.2 Any insurance or self-insurance available to Carson City shall be in excess of and non-contributing with any insurance required from Bidder. Bidder's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by Carson City, Bidder shall provide Carson City with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the required

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insurance. If at any time during the period when insurance is required by the **REQUEST FOR BID**, an insurer or surety shall fail to comply with the requirements of this **REQUEST FOR BID**, as soon as Bidder has knowledge of any such failure, Bidder shall immediately notify Carson City and immediately replace such insurance or bond with an insurer meeting the requirements.

37.4

General Requirements:

- 37.4.1 **Certificate Holder:** Each liability insurance policy shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street Suite 3, Carson City, NV 89701 as a certificate holder.
- 37.4.2 **Additional Insured:** By endorsement to the general liability insurance policy evidenced by Bidder, The City and County of Carson City, Nevada, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from the **REQUEST FOR BID**.
- 37.4.3 **Waiver of Subrogation:** Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.
- 37.4.4 **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- 37.4.5 **Deductibles and Self-Insured Retentions:** Insurance maintained by Bidder shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by Carson City. Such approval shall not relieve Bidder **OR** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by Carson City.
- 37.4.6 **Policy Cancellation:** Except for ten (10) calendar days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address shown.
- 37.4.7 **Approved Insurer:** Each insurance policy shall be: (1) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and (2) currently rated by A.M. Best as "A-VII" or better.
- 37.4.8 **Evidence of Insurance:** Prior to commencement of work, Bidder must provide the following documents to Carson City Purchasing and Contracts, 201 North Carson Street Suite 11, Carson City, NV 89701: (1) Certificate of Insurance: The Acond 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing and Contracts to evidence the insurance policies and coverages required of Bidder. (2) Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing and Contracts to evidence the endorsement of Carson City as an additional insured. (3) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

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37.4.9 **Review and Approval:** Documents specified above must be submitted for review and approval by Carson City Purchasing and Contracts prior to the commencement of work by Bidder. Neither approval by Carson City nor failure to disapprove the insurance furnished by Bidder shall relieve Bidder of Bidder's full responsibility to provide the insurance required by this **REQUEST FOR BID**. Compliance with the insurance requirements of this **REQUEST FOR BID** shall not limit the liability of Bidder or its sub-contractors, employees or agents to Carson City or others, and shall be in addition to and not in lieu of any other remedy available to Carson City under this **REQUEST FOR BID** or otherwise. Carson City reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

38. **COMMERCIAL GENERAL LIABILITY INSURANCE:**

38.1 Minimum Limits required:

38.1.1 Two Million Dollars (\$2,000,000.00) - General Aggregate

38.1.2 Two Million Dollars (\$2,000,000.00) - Products and Completed Operations Aggregate

38.1.3 One Million Dollars (\$1,000,000.00) - Each Occurrence

38.2 Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

39. **BUSINESS AUTOMOBILE LIABILITY INSURANCE:**

39.1 Minimum Limit required:

39.1.1 One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage

39.2 Coverage shall be for "any auto", including owned, non-owned and hired vehicles. The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

40. **PROFESSIONAL LIABILITY INSURANCE:**

40.1 Minimum Limit required: One Million Dollars (\$1,000,000.00)

40.2 Retroactive date: Prior to commencement of the performance of this Contract

40.3 Discovery period: Three (3) years after termination date of this Contract.

40.4 A certified copy of this policy may be required.

41. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:**

41.1 Bidder shall provide workers' compensation insurance as required by Nevada Revised Statutes Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit of \$500,000 each employee per accident for bodily injury by accident or disease.

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41.2 Bidder may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that Bidder is a sole proprietor; that Bidder will not use the services of any employees in the performance of this **REQUEST FOR BID**; that Bidder has elected to not be included in the terms, conditions, and provisions of Nevada Revised Statutes Chapters 616A-616D, inclusive; and that Bidder is otherwise in compliance with the terms, conditions, and provisions of Nevada Revised Statutes Chapters 616A-616D, inclusive.

42. **BUSINESS LICENSE:**

42.1 If required, Bidder shall not commence work before Bidder has provided a copy of his Carson City business license to Carson City Purchasing and Contracts.

42.2 The Carson City business license shall continue in force until the latter of: (1) final acceptance by Carson City of the completion of this **REQUEST FOR BID**; or (2) such time as the Carson City business license is no longer required by Carson City under the terms of this **REQUEST FOR BID**.

43. **COMPLIANCE WITH LEGAL OBLIGATIONS:**

43.1 Bidder shall procure and maintain for the duration of this **REQUEST FOR BID** any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Bidder to provide the goods or services of this **REQUEST FOR BID**. Bidder will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Bidder in accordance with Nevada Revised Statutes 361.157 and 361.159. Bidder agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this **REQUEST FOR BID**. Carson City may set-off against consideration due any delinquent government obligation.

44. **WAIVER OF BREACH:**

44.1 Failure to declare a breach or the actual waiver of any particular breach of the **REQUEST FOR BID** or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

45. **SEVERABILITY:**

45.1 If any provision contained in this **REQUEST FOR BID** is held to be unenforceable by a court of law or equity, this **REQUEST FOR BID** shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this **REQUEST FOR BID** unenforceable.

46. **ASSIGNMENT/DELEGATION:**

46.1 To the extent that any assignment of any right under this **REQUEST FOR BID** changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this **REQUEST FOR BID**, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment Carson City, such offending portion of the assignment shall be void, and shall be a breach of this **REQUEST FOR BID**. Bidder shall neither assign, transfer nor delegate any rights, obligations or duties under this **REQUEST FOR BID** without the prior written approval of Carson City.

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47. CARSON CITY OWNERSHIP OF PROPRIETARY INFORMATION:

- 47.1 Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under the bid / contract award), or any other documents or drawings, prepared or in the course of preparation by Bidder (or its subcontractors) in performance of its obligations under this **REQUEST FOR BID** shall be the exclusive property of Carson City and all such materials shall be delivered into Carson City possession by Bidder upon completion, termination, or cancellation of this **REQUEST FOR BID**.
- 47.2 Bidder shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Bidder's obligations under this **REQUEST FOR BID** without the prior written consent of Carson City. Notwithstanding the foregoing, Carson City shall have no proprietary interest in any materials licensed for use by Carson City that are subject to patent, trademark or copyright protection.
- 47.3 Carson City shall be permitted to retain copies, including reproducible copies, of Bidder's drawings, specifications, and other documents for information and reference in connection with this **REQUEST FOR BID**.
- 47.4 Bidder's drawings, specifications and other documents shall not be used by Carson City or others without expressed permission of Bidder.

48. PUBLIC RECORDS:

- 48.1 Pursuant to Nevada Revised Statute 239.010, information or documents received from Bidder may be open to public inspection and copying. Carson City will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Bidder may clearly label individual documents as a "trade secret" or "confidential" in accordance with Nevada Revised Statute 332.061, provided that Bidder thereby agrees to indemnify and defend Carson City for honoring such a designation. The failure to so label any document that is released by Carson City shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

49. CONFIDENTIALITY:

- 49.1 Bidder shall keep confidential all information, in whatever form, produced, prepared, observed or received by Bidder to the extent that such information is confidential by law or otherwise required by this **REQUEST FOR BID**.

50. FEDERAL FUNDING:

- 50.1 In the event federal funds are used for payment of all or part of this **REQUEST FOR BID**: (1) Bidder certifies, by signing this **REQUEST FOR BID**, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (2) This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. (3) This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds. (4) Bidder and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with

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Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations. (5) Bidder and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

51. **LOBBYING:**

51.1 The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this **REQUEST FOR BID** will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following: (1) Any federal, state, county or local agency, legislature, commission, counsel or board; (2) Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or (3) Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

52. **GENERAL WARRANTY:**

52.1 Bidder warrants that all services, deliverables, and/or work product under this **REQUEST FOR BID** shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications as set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

53. **PROPER AUTHORITY:**

53.1 The parties hereto represent and warrant that the person executing this **REQUEST FOR BID** on behalf of each party has full power and authority to enter into this Contract. Bidder acknowledges that this bid / contract award is effective only after approval by the Carson City Board of Supervisors and only for the period of time specified in the **REQUEST FOR BID**. Any services performed by Bidder before this bid / contract award is effective or after it ceases to be effective are performed at the sole risk of Bidder.

54. **ALTERNATIVE DISPUTE RESOLUTION:**

54.1 Pursuant to NRS 338.150, public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution before initiation of a judicial action if a dispute arising between the public body and the contractor engaged on the public work cannot otherwise be settled. Therefore, in the event that a dispute arising between **CITY** and **CONTRACTOR** cannot otherwise be settled, **CITY** and **CONTRACTOR** agree that, before judicial action may be initiated, **CITY** and **CONTRACTOR** will submit the dispute to non-binding mediation. **CITY** shall present **CONTRACTOR** with a list of three potential mediators. **CONTRACTOR** shall select one person to serve as the mediator from the list of potential mediators presented by **CITY**. The person selected as mediator shall determine the rules governing the mediation.

55. **GOVERNING LAW; JURISDICTION:**

55.1 This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. Bidder

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consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

56. **ENTIRE CONTRACT AND MODIFICATION:**

- 56.1 Once the Carson City Board of Supervisors has awarded this **REQUEST FOR BID** (which includes the **NOTICE TO BIDDERS, SPECIFICATIONS, TERMS AND CONDITIONS, BID RESPONSE**, and all heir award and this **REQUEST FOR BID** constitutes the entire Contract between Carson City and Bidder and is intended as a complete and exclusive statement of the promises, representations, negotiations, and discussions that may have been made.
- 56.2 Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract.
- 56.3 Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Carson City Board of Supervisors.

***** END OF TERMS & CONDITIONS *****

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57. **BIDDER INFORMATION:**

Company Name: _____
Federal ID No.: _____
Mailing Address: _____
City, State, Zip Code: _____
Complete Telephone Number: _____
Complete Fax Number: _____

Contact Person/Title: _____
Mailing Address: _____
City, State, Zip Code: _____
Complete Telephone Number: _____
Complete Fax Number: _____
E-mail Address: _____

58. Carson City Municipal Code Section 4.04.010 requires that any business operating within Carson City is required to be in possession of a valid Carson City business license. Be advised that upon award of a contract by Carson City, you must either have a current business license or an exemption letter from the Carson City Development Services Department before commencing business. However, possession of said license is not a prerequisite for bidding.

58.1 If Bidder **has** a valid Carson City Business License, please provide number:

58.2 Bidder **does not have** a valid Carson City Business License. Bidder contacted a representative of the Carson City Development Services Department at 775-887-2105 and has been informed that **Bidder does need** a Carson City Business License for this **REQUEST FOR BID**. Bidder certifies that he will obtain a Carson City Business License if awarded this **REQUEST FOR BID**.

Signature _____ Date _____

58.3 Bidder **does not have** a valid Carson City Business License. Bidder certifies that he has spoken to _____ a representative of the Carson City Development Services Department at 775-887-2105 and has been informed that **Bidder does not need** a Carson City Business License for this **REQUEST FOR BID**.

Signature _____ Date _____

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59. **DISCLOSURE OF PRINCIPALS:**

59.1 **Individual and/or Partnership:**

Owner 1) Name: _____
Address: _____
City, State, Zip Code: _____
Complete Telephone Number: _____

Owner 2) Name: _____
Address: _____
City, State, Zip Code: _____
Complete Telephone Number: _____

Other 1) Title: _____
Name: _____

Other 2) Title: _____
Name: _____

59.2 **Corporation:**

State in which Company is incorporated: _____
Date Incorporated: _____
Name of Corporation: _____
Address: _____
City, State, Zip Code: _____
Complete Telephone Number: _____

President's Name: _____

Vice-President's Name: _____

Other 1) Name: _____
Title: _____

Other 2) Name: _____
Title: _____

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If Bidder responds **NO** to any of the following questions, Bidder must use the **EXCEPTION SUMMARY** document to record any deviations, modifications, and/or alternates proposed to this **REQUEST FOR BID**. Failure to do so may be justification for rejection of the **BID RESPONSE**. Bidder must indicate the title of document from the top of the page, the page number from the bottom of the page, the item number corresponding to the item, and a detailed description of the deviation, modification, and/or alternate. Failure to note deviations, modifications, and/or alternates on the **EXCEPTION SUMMARY** shall be interpreted to convey that Bidder will perform in the manner described and/or specified in this **REQUEST FOR BID**.

60. Bidder has read the **SPECIFICATIONS** and certifies that the product(s) and/or service(s) proposed meets or exceeds the requirements of this **REQUEST FOR BID**. Yes No
61. Bidder agrees to enter into a Contract for Services of Independent Contractor (Attachment "A" – Sample Contract) with Carson city for two (2) years from date of award by the Carson City Board of Supervisors. Yes No
- 61.1 Bidder agrees that Carson City shall have the right to renew this Contract, for five (5) additional years, subject to negotiation. Yes No
- 61.2 Bidder guarantees the pricing for a period of two (2) years from the date of award. Yes No
62. Bidder agrees that all prices shall be **F.O.B. Carson City**. No additional charges for freight, packaging, handling, insurance, etc., shall be allowed. Bidder shall be responsible for all shipping charges for items returned due to error and/or unacceptable condition. Yes No
63. Bidder agrees that should he fail to deliver the product(s) and/or perform the service(s) bid in accordance with this **REQUEST FOR BID**, the City may declare the Bidder in default of contract and recover all damages, costs and fees (including Attorney's fees) allowable by law.
64. Bidder agrees that in the event of default by Bidder, Carson City may, at its option, pursue one or all of the following alternatives including: procure the product(s) and/or service(s) from another source and hold the defaulting Bidder responsible for an excess cost occasioned thereby, assess a penalty of 5% of the total awarded bid amount, commence with Surety and/or Performance Bond proceedings, debar the defaulting Bidder for not less than one year, or pursue other applicable legal remedies. Yes No
65. Bidder has attached a Bid Bond in the amount of 5% of the bid amount. Yes No
66. Bidder has read and agrees to abide by the **TERMS AND CONDITIONS** of this **REQUEST FOR BID**. Yes No
67. Bidder agrees that all billings for dates of service prior to July 1 must be submitted to Carson City no later than the first Friday in August of the same year; that a billing submitted after the first Friday in August will subject Bidder to an administrative fee not to exceed \$100.00; and that this amount will be deducted from the stale claim payment due to Bidder. Yes No

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68. Bidder has read and agrees to abide by the **INSURANCE REQUIREMENTS** for Commercial General Liability Insurance, Business Automobile Liability Insurance, Professional Liability Insurance, and Workers' Compensation and Employer's Liability Insurance for this **REQUEST FOR BID**. Yes No
69. **CASH DISCOUNT** of _____ % may be taken in addition to the price(s) stated for the terms of _____ calendar days. Prompt payment discounts will be considered in award recommendation only if discount period is fifteen (15) or more calendar days. Discount period will be computed from the date Carson City acknowledges that the delivery and/or performance meets the requirements of this **REQUEST FOR BID** or from the date the correct invoice is received by the appropriate Carson City department/division accounts payable clerk, whichever is the latter date. Payment is deemed to be made on the date payment is mailed to Bidder.
70. Sealed Bid Inventory
- | | | | |
|-------|---------------------------------------|------------------------------|-----------------------------|
| 70.1 | Table of Contents (Tab 1) | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 70.2 | Executive Summary (Tab 2) | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 70.3 | Bid Response (Tab 3) | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 70.4 | Scope of Services Anticipated (Tab 4) | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 70.5 | Financial Proposal (Tab 5) | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 70.6 | History of Firm (Tab 6) | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 70.7 | References (Tab 7) | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 70.8 | Response to questions (Tab 8) | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 70.9 | Financial Information (Tab 9) | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 70.10 | Exhibits (Tab 10) | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

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71. ACKNOWLEDGMENT AND EXECUTION:

STATE OF _____)
) SS
COUNTY OF _____)

I, _____ (Name of party signing this **BID RESPONSE**), do
depose and say: That I am the Bidder or authorized agent of the Bidder; and that I have read and
agree to abide by this **REQUEST FOR BID** which includes the following documents: **NOTICE TO**
BIDDERS, **SPECIFICATIONS**, **TERMS AND CONDITIONS**, and **BID RESPONSE**.

BIDDER:

PRINTED NAME OF BIDDER: _____

TITLE: _____

FIRM: _____

Address: _____

City: _____

State / Zip Code: _____

Telephone Number: _____

Fax Number: _____

E-mail address: _____

(Signature of Bidder)

DATED _____

Signed and sworn (or affirmed) before me on this _____ day of _____, 2012, by
_____.

(Signature of Notary)

(Notary Stamp)

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ATTACHMENT A

National Purchasing Partners

Member Intergovernmental Cooperative Purchasing Agreement

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

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

WHEREAS, NPP, is a subsidiary of two nonprofit health care systems, providing group purchasing, marketing and administrative support for governmental entities within the membership. NPP's marketing and administrative services are free to its membership, which includes participating public entities and non-profit institutions throughout North America.

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

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

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

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

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

WHEREAS, the parties desire to contract with Vendors under the terms of the Master Purchase Agreements open to all NPP members;

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1: LEGAL AUTHORITY

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

ARTICLE 2: APPLICABLE LAWS

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

ARTICLE 3: USE OF BID, PROPOSAL OR PRICE AGREEMENT

- a. Each party will facilitate the cooperative procurement of goods and services.
- b. The procuring party shall be responsible for the ordering of goods and services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties harmless from any liability that may arise from action or inaction of the procuring party.
- c. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar goods and services outside the scope of the Master Purchase Agreements and NPP.
- d. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.

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- e. The cooperative use of bids, proposals or Price Agreements obtained by a party to this Agreement shall be in accordance with the terms and conditions of the bid, proposal or Price Agreement, except as modified where otherwise allowed or required by applicable law, and does not relieve the party of its other bid requirements under state law or local policies.

ARTICLE 4: PAYMENT OBLIGATIONS

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

ARTICLE 5: COMMENCEMENT DATE

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

ARTICLE 6: TERMINATION OF AGREEMENT

This Agreement shall remain in effect until terminated by a party giving 30 days written notice to NPP at 1100 Olive Way, Suite 1020, Seattle, Washington 98101.

ARTICLE 7: ENTIRE AGREEMENT

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

ARTICLE 8: CHANGES AND AMENDMENTS

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

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ARTICLE 9: SEVERABILITY

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

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

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SAMPLE

LEAD CONTRACTING AGENCY ENDORSEMENT AND AUTHORIZATION

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

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

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

SAMPLE

_____ Date _____
BY: _____
ITS: _____

Lead Contracting Agency Contact Information:

Contact Person: _____
Address: _____

Telephone No.: _____
Email: _____

CARSON CITY PURCHASING & CONTRACTS TERMS & CONDITIONS

SAMPLE - DO NOT SIGN

PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION

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

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

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

SAMPLE - DO NOT SIGN

BY: _____
ITS: _____

Date: _____

Participating Agency Contact Information:

Contact Person: _____
Address: _____

Telephone No.: _____
Email: _____

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ATTACHMENT B

SAMPLE – DO NOT SIGN

, 2012



VENDOR CONTRACT NUMBER
NPP

VENDOR ADMINISTRATION AGREEMENT

Executive Summary

<p>GPO NAME National Purchasing Partners (dba FireRescue GPO and Public Safety GPO)</p> <p>OFFICE LOCATION Corporate Office: Seattle, Washington</p> <p>PRESIDENT Andrew Forrester andrew.forrester@MyNPP.com</p>	<p>VENDOR</p> <p>ADDRESS</p> <p>WEB ADDRESS</p> <p>CONTACT PERSON</p> <p>EMAIL/PHONE/FAX e p f</p>
<p>NPP CONTRACT IDENTIFICATION NPP</p>	
<p>EFFECTIVE DATES</p>	<p>FROM: _____ TO: _____</p>
<p>In General</p>	<p>This contract entered into between VENDOR, (hereinafter referred to as "Vendor"), and National Purchasing Partners (hereinafter "NPP") is based upon the sales and/or service of _____ (the "Services" and "Products") to the NPP members ("Members").</p>
<p>Administration Contract Fee</p>	<p>1) Vendor agrees to pay NPP a one percent (1%) contract administration fee based upon the sales of Services and Products purchased from Vendor by the Members under this Agreement and not under any other agreement. The one percent (1%) fee will be exclusive of any other fee that may be due to other associations or buying groups to which Vendor belongs.</p> <p>2) In return for this administration fee, the NPP agrees to provide contract marketing of this agreement to NPP</p>

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	members.
Volume Sales Reports	3) Vendor agrees to submit an electronic Contract Activity Report to the NPP office 30 days following the end of each quarter. The Contract Activity Report will include the content and be in the format specified by NPP from time to time.
Right to Review Books and Records	4) Vendor agrees to keep complete, current and accurate books, records and accounts of the transactions pursuant to this Agreement in order to verify compliance with this Agreement. Vendor further agrees to fully satisfy or otherwise comply with all inspection and reporting requirements provided under the Terms and Conditions to this Agreement.
Use of Data	5) Vendor hereby acknowledges and agrees to all restrictions identified in the Terms and Conditions with respect to the dissemination of all NPP and/or Member Organization information and data.
Permission to Market Vendor Products/Services and use Vendor Logo	6) Vendor hereby grants permission to the NPP to market Vendor's products and/or services to GPO members. Vendor agrees to provide NPP with all requested information including but not limited to logos, price sheets, and contact information within twenty (20) days of becoming an approved NPP Vendor. Furthermore, Vendor hereby authorizes the NPP to utilize the Vendor company logo, copy (text) provided by Vendor about their products and services, provided links to the Vendor web site, provided price sheets, and other such material and information necessary to market Vendor to NPP members. Vendor agrees to provide NPP information such as logo, product descriptions and pricing information within ten (10) working days of request.
Contract Term and Extension	7) This Vendor Administration Agreement shall be in effect for the duration of the Master Purchase Agreement referenced herein with respect to competitive solicitation obtained by a Request for Proposal or Request for Bid, unless otherwise terminated pursuant to the provisions of this Agreement. The term can be extended by written mutual consent for up to three consecutive one (1) year periods, consistent with the terms of the Master Purchase Agreement referenced herein.

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Cancellation	8) This contract shall be in full force and effect from the effective date identified herein upon signing. This Vendor Administration Agreement shall be in effect for the duration of the Master Purchase Agreement referenced herein, whether obtained by NPP or a lead sponsoring Participating Agency, with respect to competitive solicitations, or a lead or sponsoring Participating Agency, with respect to non-competitive solicitation obtained by a Request for Proposal or Request for Bid, unless otherwise terminated pursuant to the provisions of this Agreement.
Entire Agreement	9) This Contract, including the Terms and Conditions of which are a part of this contract and by their reference incorporated herein and of which Vendor acknowledges it has reviewed and signed, shall constitute the entire agreement between the NPP and Vendor with respect to the subject matter herein and shall supersede all prior verbal or written agreements, understandings, promises, and contracts between the parties.



National Purchasing Partners Vendor Administration Agreement Terms and Conditions

In addition to the terms set forth in the Executive Summary, National Purchasing Partners and Vendor shall comply with the following general terms and conditions.

1. **RECITALS.** This National Purchasing Partner Vendor Administration Agreement ("Agreement") is made and entered into as of the Effective Date (as defined on the signature page hereto) by and between National Purchasing Partners ("NPP"), dba FireRescue GPO ("FRGPO") and Public Safety GPO, and _____ ("Vendor"), (collectively, "the Parties").
 - a) NPP is a group purchasing organization ("GPO") which enters into arrangements for the purchase of products and services on behalf of member Participating Agencies located throughout North America;
 - b) NPP provides a broad portfolio of agreements capable of serving all types of organizations; and
 - c) NPP's objective is to utilize lead or sponsoring governmental member institutions to secure agreements with Vendors that provide the Participating Agencies with a pool of resources from which to obtain products and services of optimum value at discounted prices while satisfying state and federal competitive solicitation requirements where applicable; and
 - d) Vendor desires to provide products and services to the Participating Agencies pursuant to the terms of this Agreement and the Master Purchase Agreement referenced herein.
2. **DEFINITIONS.** Unless otherwise defined in the text of this Agreement, capitalized terms used herein shall have the meaning ascribed to them in this Paragraph 2:
 - Authorized Vendor** means those dealers, Vendors, wholesalers, and/or manufacturers authorized in writing by NPP to distribute Products and Services at NPP contract pricing to the Participating Agencies.
 - Contract Activity Report** means the report(s) Vendor is required to submit to NPP listing all Sales under this Agreement, such report(s) to be substantially in the form of Addendum A as may be amended from time to time attached hereto.
 - Contract Administration Fee** means the percentage of Sales Vendor agrees to remit to NPP that are realized or generated as a consequence of this Agreement or any other arrangement between Vendor and a Participating Agency.
 - Contract Period** means the period as defined in the Master Purchase Agreement executed by Vendor and the lead government member institution.
 - Force Majeure Event** means a natural disaster, work stoppage, actions or decrees of governmental bodies or communications failures not the fault of a party hereto.
 - Master Purchase Agreement** means the agreement [also referred to as Contract] incorporated herein by reference, and the terms and conditions contained therein shall apply to this Agreement except as expressly modified by this Agreement.

Participating Agencies means the member governmental units represented by NPP.

Minority Business /H.U.B. Min means any business certified by a federal, state or local governmental agency, or identified by a Participating Agency pursuant to the Participating Agency's own diversity initiatives or internal policies, as a Minority Business Enterprise, Small Business Enterprise, Historically Underutilized Business, Women-owned Business Enterprise, or some other comparable classification.

Products mean those items, accessories, equipment or services to be provided to the Participating Agencies by Vendor in accordance with this Agreement, the Request for Proposal and/or the Master Purchase Agreement entered into by Vendor and a Participating Agency.

Sales means the actual amount, including any credits or discounts, billed by Vendor to and paid by Participating Agencies for the Products.

3. **RESERVATION OF RIGHT.** NPP, acting in the best interest of all of the Participating Agencies, reserves the right (without any obligation) to:
 - a) Request minor modifications of Vendor's and/or competing proposal(s) in order to facilitate use of the resulting Master Purchase Agreement by its members; or
 - b) Seek other agreements (from Vendor and/or others) for the benefit of its members as may be permitted outside the competitive solicitation process.

Vendor Obligations

4. **PARTICIPATING AGENCIES.** During the Contract Period, Vendor shall offer and sell the Products to the Participating Agencies on the terms and conditions set forth:
 - a) In this Agreement and any other referenced Master Purchase Agreements;
 - b) Pursuant to the terms of any Master Purchase Agreement executed by Vendor and a Participating Agency that extends its terms to NPP membership; or
 - c) Pursuant to the terms of any Master Purchase Agreement executed by Vendor and a Participating Agency and obtained through a Request for Proposal, Request for Bid, or other competitive procurement process, whether published or not by the Participating Agency, that extends its terms to the NPP membership.

Participating Agencies shall be permitted to purchase products from Vendor at the prices or discounts identified in the Master Purchase Agreement by referencing the Vendor Contract Number or Price File Number when ordering products or services.

5. **MARKETING.** Vendor shall offer good faith effort to market its Products to NPP members through its own internal means. Vendor may also offer good faith participation in informational marketing programs NPP provides to its membership. Current marketing programs offered by the NPP include:
 - a) **Home Page:** Spotlight Partner Program (additional annual fee)
 - b) **Member Product Training:** Opportunity for vendors to provide members product training.
 - c) **NPP Booth Participation:** Opportunity for vendors to present services at NPP's booth at conferences; provided that vendors agree to NPP's Terms of Booth Participation, as amended by NPP from time to time.
 - d) **Other Marketing Opportunities:** As offered from time to time.

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

in most marketing programs is encouraged but voluntary.

6. **MARKETING MATERIALS - USE OF NPP LOGO.** Vendor may reference NPP and its logo in marketing materials provided that NPP has been provided the opportunity to review printed materials prior to distribution and Vendor has complied with current NPP logo use specifications. Vendor must obtain written approval from NPP for all direct marketing materials prior to dissemination.
7. **ACKNOWLEDGMENT OF NATIONAL DISTRIBUTION EXPECTATIONS.** Vendor acknowledges that Participating Agencies may be located throughout North America and that the ability to distribute products and services on a national level is preferred but not required. Vendor further acknowledges that multiple bid awards may be granted if a local vendor is unable or unwilling to distribute products and services on a national level.
8. **NO DISRUPTION OF NPP'S RELATIONSHIP WITH PARTICIPATING AGENCIES.** Vendor shall not offer, persuade or seek to induce any Participating Agency to terminate its status or relationship with NPP in any manner or form whatsoever. A breach of this Paragraph will constitute sufficient cause for NPP to terminate this Agreement and/or to seek damages from Vendor for loss of all actual and prospective Contract Administration Fees resulting directly or indirectly from such breach.
9. **SUBSTITUTE PRODUCTS.** Vendor shall furnish only those products as ordered by Participating Agencies and shall not furnish an alternate or substitute product or brand to any Participating Agency without written approval of such Participating Agency and prior written notice to NPP.
10. **DISTRIBUTION TO PARTICIPATING AGENCIES.** Vendor shall sell and ship such Product to the Participating Agency at the address the Participating Agency so specifies. Vendor shall obtain payment for any delivered Product directly from the Participating Agency to whom the Product was delivered. Vendor shall be solely responsible, at its sole cost, for resolving all disputes and controversies regarding any purchase order, invoice, product, and shipment and/or delivery date with the applicable Participating Agencies without liability, participation or contribution by NPP.
11. **PROMPT DELIVERY.** Vendor shall make prompt delivery of all Products to Participating Agencies. Vendor and Participating Agencies may negotiate additional mutually agreed upon terms and conditions as they relate to the specific needs of a product or service, pursuant to the terms of the Master Purchase Agreement executed by the Vendor and Participating Agency, as modified or amended.
12. **TAXES.** If any tax is due with respect to the sale of any Product hereunder, it shall be Vendor's sole responsibility to collect and pay such tax. Vendor shall defend, indemnify and hold harmless NPP against any and all suits, claims and expenses arising out of any claimed failure to pay any tax on any Product sold under this Agreement.
13. **RESTRICTIONS ON USE OF DATA.** Vendor hereby acknowledges and agrees that all NPP and/or Participating Agency information and data generated or otherwise made available to Vendor as a result of NPP and Participating Agencies' participation under this Agreement ("Data"), may be used by Vendor only for the following internal purposes: (i) reporting, and (ii) use of Data as "input data" in a collection of data, cumulative in nature, which does not disclose the source, at any time, of the input data. In no event shall Vendor sell, market or commercialize Data or create derivative products or applications for sale based on Data. Further, NPP and their affiliates shall have the right to sell, market and commercialize Data and create derivative products and applications for sales based on Data.

Participating Agency Matters

14. **STATE AND FEDERAL PROCUREMENT LAWS.** Vendor acknowledges that some Participating Agencies are governmental entities and may be bound by state and/or federal competitive solicitation requirements as well as possible mandatory local vendor preference regulations. Vendor further acknowledges that amendment, modification and/or termination of all or select provisions of this Agreement, Master Purchase Agreements or other awards of contracts obtained from Request for Proposal, Request for Bid, or other solicitation process may prove necessary in order to comply with the laws of the state of origin of the

Participating Agency. Vendor agrees to accommodate all reasonable requests by a Participating Agency to comply with federal, state and local laws.

15. **MINORITY BUSINESS ENTERPRISE/H.U.B.** Certain Participating Agencies may be required or encouraged by law, regulation and/or internal policy to do business with Minority Businesses. To help the Participating Agencies meet such requirements or policies, Vendor agrees to comply with all Participating Institution policies and programs with respect to Minority Businesses as requested, and to provide, upon request by the Participating Agency, statistical or other information regarding Vendor's utilization of such Minority Businesses as vendors, Vendors, contractors or subcontractors.

Term and Termination

16. **TERM.** This Vendor Administration Agreement shall be in effect for the duration of the Master Purchase Agreement referenced herein with respect to competitive solicitation obtained by a Request for Proposal or Request for Bid, unless otherwise terminated pursuant to the provisions of this Agreement. The term can be extended by written mutual consent for up to five consecutive one (1) year periods, consistent with the terms of the Master Purchase Agreement referenced herein.
17. **TERMINATION BY NPP WITH CAUSE.** NPP may terminate this Agreement for cause upon thirty-days (30-days) written notice to Vendor, and failure by Vendor to cure the event giving rise to cause within such thirty-day (30-day) period, except to the extent that shorter notice and cure periods are specified below. For purposes of this Agreement, NPP shall have "cause" for termination if:
- a) Subject to Paragraph 40 herein, Vendor is unable for any reason to supply Participating Agencies with products or services at any time during the Contract Period, other than supplier and/or OEM manufacturer delays and shortages beyond the control of Vendor; or
 - b) Vendor does not maintain adequate equipment, inventory or personnel to properly service Participating Agencies; or
 - c) Vendor does not maintain the requisite insurance coverage specified in Paragraph 32 hereto; or
 - d) Where applicable, Vendor fails to notify NPP and the Participating Agencies within seven (7) days after (i) Vendor becomes aware of any defect or condition which may render any Product in violation of the Federal Food, Drug and Cosmetic Act, or any other federal, state or local law, regulation or ordinance, or which in any way alters the specifications or quality of any Product, or (ii) Vendor receives any notification of any regulatory action or warning letter concerning any Product; or
 - e) Vendor fails to pay any Contract Administration Fee or fails to submit any Contract Activity Report in accordance with this Agreement; or
 - f) Vendor does not cure any error in reporting or payment identified as a result of an audit as provided in Paragraph 27 hereto; or
 - g) Vendor otherwise breaches this Agreement and fails to cure such breach within thirty-days (30-days) after NPP gives written notice to Vendor thereof.
18. **BANKRUPTCY.** The Parties reserve the right, in their sole and exclusive judgment, to terminate this Agreement immediately upon notice that either Party (a) transfers assets in fraud of its creditors, (b) makes an assignment for the benefit of its creditors, (c) Vendor is the subject of any proceeding in bankruptcy instituted on behalf of or against it, (d) has a receiver or trustee appointed for its property, or (e) believes in its sole and exclusive judgment that the other Party is financially unable to carry out adequately its obligations under this Agreement.
19. **TERMINATION BY VENDOR WITH CAUSE.** Vendor may terminate this Agreement if NPP breaches a material term of this Agreement and fails to cure such breach within thirty-days (30-days) after Vendor gives written notice to NPP thereof.

20. **TERMINATION BY THE PARTIES WITHOUT CAUSE.** Neither party may terminate this Agreement without cause prior to the termination of the Master Purchase Agreement referenced herein unless agreed upon by both parties in writing.
21. **RIGHTS AND OBLIGATIONS FOLLOWING TERMINATION.** Upon termination of this Agreement for any reason, NPP and Vendor shall have the following rights and obligations, which shall survive the termination of this Agreement:
- a) Neither party shall be released from any obligation arising under this Agreement prior to its termination, including, but not limited to, Vendor's obligation to pay NPP the Contract Administration Fee in full with respect to any sale of any Product through the date of termination of this Agreement; and
 - b) Vendor shall continue to honor each order for each Product, from each Participating Agency, up to the effective date of termination and for a period of thirty-days (30-days) thereafter, which orders shall be subject to the pricing, terms and conditions of this Agreement.
 - c) Vendor shall not release nor disseminate NPP data or other proprietary information acquired as a result of this Agreement to third parties.

Vendor Fee and Reporting Requirements

22. **CONTRACT ACTIVITY REPORT.** Vendor shall remit to NPP a current Contract Activity Report in format acceptable to NPP within thirty-days (30-days) after the close of each Reporting Period. For purposes of this agreement, "Reporting Period" shall mean each Calendar Quarter.
23. **CONTRACT ADMINISTRATION FEES.** Vendor shall remit to NPP, together with a Contract Activity Report, A CONTRACT ADMINISTRATION FEE EQUAL TO 1% OF NET SALES. Said fee shall include and be calculated based on all Services and Products purchased by a Participating Agency directly related to the NPP contract referenced by the Participating Agency. Vendor shall pay the Contract Administration Fee in U. S. Dollars by check or bank draft made payable to "NPP" and shall remit the Contract Administration Fee to NPP within thirty-days (30-days) after the close of each Reporting Period. Contract Administration Fee payment shall be made to the following address:

**National Purchasing Partners
P.O. Box 46930
St. Louis, MO 63146**

Each Contract Administration Fee payment must be accompanied by (a) the Contract Activity Report in both electronic and hard copy **and** (b) the following information to be provided by Vendor to NPP in writing:

- a) Vendor's name (If a parent or affiliate corporation is making a payment on behalf of Vendor, Vendor's name as it appears on this Agreement shall be identified on the face of the check stub or on the payment notice); and
 - b) NPP contract number, if provided by NPP; and
 - c) Reporting Period for which the Contract Administration Fee is being paid (e.g., 1/1/11 - 1/31/11).
24. **CONTRACT ADMINISTRATION FEE REPORTING SPECIFICATIONS.** Vendor agrees to comply with all provisions of the current Quarterly Reporting Policy and Procedure for Non-Compliance, as may be amended by NPP from time to time, with respect to failure to submit complete quarterly reports and payments. As indicated herein, Vendor shall submit to NPP or its Designee a Contract Activity Report in electronic form and Vendor shall comply with the specifications for electronic filing specified in this paragraph, as may be amended by NPP from time to time. Vendor shall provide NPP with a description of Vendor's process for loading the NPP Participating Agencies into its reporting systems and tracking and reporting Sales by the Participating Agencies under this Agreement. The description should include:

- a) Information concerning how Vendor: (a) adds Participating Agencies; and (b) enters pricing terms into its reporting systems and how Vendor makes such pricing terms available to Participating Agencies;
- b) The forms to be used by Vendor for the designation(s) described in clause a) above; and
- c) The names of the individual(s) responsible for this process and procedure for Vendor.

25. **CONTRACT ADMINISTRATION FEE SURCHARGE.** This section intentionally left blank.

26. **ESTIMATED CONTRACT ADMINISTRATION FEE.** If the Contract Administration Fee has not been received by NPP within ninety-days (90-days) after the end of the Reporting Period to which it relates, NPP may invoice Vendor for the Contract Administration Fee estimated by NPP to be due for such Reporting Period. Vendor shall pay such estimated Contract Administration Fee within ten (10) days after receipt of NPP's invoice, if Vendor has not previously paid the Contract Administration Fee for such Reporting Period. Invoice of such Contract Administration Fee by NPP, or payment of such estimated Contract Administration Fee by Vendor, shall not relieve Vendor of its obligation to submit the Contract Activity Report applicable to such Reporting Period and to pay in full the actual Contract Administration Fee owed with respect to such Reporting Period and any surcharge applicable thereto.

27. **RIGHT TO AUDIT.** Vendor agrees to keep complete, current and accurate books, records and accounts of the transactions pursuant to this Agreement in order to verify compliance with this Agreement. All such books, records and accounts shall be available for inspection and audit by NPP and its authorized representatives at any time during the term of this Agreement and for one (1) year thereafter, but no more frequently than twice in any consecutive twelve (12) month period and only during reasonable business hours and upon reasonable notice. If any NPP audits disclose a failure to provide the correct sales tracing information, then NPP shall have the right, at NPP's option, to increase frequency and scope of audits. If any of NPP's audits disclose a failure to provide the correct Contract Administration Fee, then NPP shall have the right, at NPP's option, to immediately terminate this Agreement while retaining the right to pursue collection of its earned fees and Vendor shall be responsible for the payment of the audit. Should any audit produce evidence that overcharges were incurred by Participating Agencies, then Vendor shall credit said Members within thirty-days (30-days) of written notice of said overcharge. If any Audit of Vendor invoices or other records reveal any variance from any invoice to any Member, Vendor shall immediately refund any excess payment received from the Member.

28. **NOTICE**

- a) Every notice, Contract Activity Report and other communication to NPP in connection with this Agreement shall be in writing. Each such notice, Contract Activity Report and other communication, and each payment and Contract Administration Fee hereunder, shall be sent to NPP at the following address until otherwise notified in writing by the other party:

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

*Please note: Minor Reporting issues may be directed to the Contract Administrator at contracts@myntpp.com or (800) 810-3909.

- b) Unless otherwise notified by Vendor, every notice and other communication to Vendor in connection with this Agreement, including reporting discrepancies and problem resolution, shall be in writing and

shall be addressed to:



Vendor must provide NPP written notice of change within thirty-days (30-days) following a change in the above contact individual.

- c) Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the postmark date of such written notice. The NPP and Vendor may modify the addresses for such notices provided such modification is given in writing under the provisions of this section.

Warranties, Indemnification and Law

- 29. **PRODUCT AND SERVICE WARRANTY.** Vendor represents and warrants to NPP that all original manufacturers' warranties will be upheld and each Product will not be improperly stored, reprocessed or repackaged from its original state. Vendor represents and warrants to NPP that all Services will be done in a good and workmanlike manner and warranted for 30 days.
- 30. **COMPLIANCE BY VENDOR WITH ALL APPLICABLE LAWS.** In the performance of its duties and obligations under this Agreement, Vendor shall at all times comply with all applicable federal, state and local laws, statutes, regulations, rules, orders and ordinances now in effect or as hereafter enacted, amended or promulgated.
- 31. **INDEMNIFICATION.** To the fullest extent permitted by law, each party shall indemnify, defend (at the party's sole expense) and hold harmless the other party, affiliated companies of the other party, their partners, joint ventures, representatives, members, designees, officers, directors, shareholders, employees, agents, successors and assigns ("Indemnified Parties"), from and against any and all claims for bodily injury or death, damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including, but not limited to, investigative and repair costs, attorneys' fees and costs and consultants' fees and costs) ("Claims") which arise or are in any way connected with the products or services performed or provided by the party or its agents. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of the party, its employees or agents, whether active or passive. Such party shall not be obligated to indemnify and defend the other party for claims found to be due to the sole negligence or willful misconduct of indemnified parties. These indemnification obligations shall survive expiration or other termination of this Agreement.

Insurance and Shipping Charges

- 32. **INSURANCE.** Vendor shall maintain insurance coverage adequate to fully protect Vendor, NPP, and Amerinet from any and all claims of any nature for damage to property or for personal injury, including death, made by any person or entity arising from Products and Services sold through Vendor or actions related to Products and Services sold through Vendor (including subcontractors, employees, consultants or agents of Vendor). Upon request of NPP, Vendor shall provide evidence of insurance coverage as specified above.

33. **PRODUCT TITLE, SHIPPING CHARGES, DELIVERY SURCHARGES.** Inbound Freight Charges, shipping charges and delivery surcharges, if any, shall be consistent with the terms and conditions of the Master Purchase Agreement executed by the Vendor and Participating Agency.

Product Marketing and GPO-Compliance Requirements

34. **PRODUCT RETURNS.** Notwithstanding the express written terms of the Master Purchase Agreement executed by the Vendor and Participating Agency, each Participating Agency shall have the right to return, without penalty, cost or delay, any excess or unnecessary Product for full original purchase price credit under any of the following circumstances: (a) the Product is received outdated or is otherwise unusable; (b) the Product is received damaged, or is defective or nonconforming; (c) the Product is one which a manufacturer or Vendor specifically authorizes for return through a Vendor; or (d) the Product is recalled, provided product is returned through the Vendor. Vendor shall issue credit to an institution within thirty-days (30-days) of the date of return. Failure to credit Participating Agencies' accounts within (30) days will result in a penalty of 1% per month added to the credit amount due. If any Product, to be returned through Vendor, was originally sent to the Participating Agency in accordance with the requirements and specifications set forth in the Participating Agency's purchase order, then the Participating Agency shall bear the freight cost for returning such Product to Vendor. In all other cases, Vendor shall bear the freight cost to return such Product to Vendor. Vendor shall also provide NPP with a copy of its return goods policy prior to the Commencement Date and with copies of any change in such policy during the term of the Agreement.

Other

35. **ELECTRONIC COMMERCE.** Vendor shall support the development of electronic commerce on the Internet by and among NPP, the Participating Agencies and Vendor to the extent feasible.
36. **CONFIDENTIALITY.** Except as may be required by law or as reasonably required to conduct their respective businesses, NPP and Vendor shall not use, publish or disclose or cause anyone else to use, publish or disclose any confidential information obtained in connection with the negotiation and implementation of this Agreement. NPP and Vendor shall maintain the confidentiality of the terms of this Agreement, as well as all negotiations prior to the Effective Date. The above restrictions on disclosure and use shall not apply to any information which (a) is or becomes generally available to the public, other than as a result of disclosure by the party receiving the information pursuant to this Agreement, (b) was made available to other third persons on a non-confidential basis prior to the execution of this Agreement, or (c) becomes available on a non-confidential basis from a third person, which third person was not itself under an obligation to maintain the confidentiality of such information, or (d) is required by law, subpoena or court order to be disclosed. NPP may disclose such confidential information to the Shareholders and Participating Agencies and any employee or advisor of NPP in its evaluation, operation or interpretation of this Agreement. NPP and Vendor may disclose the existence of this Agreement and other information, such as the overall savings expected to be realized from this Agreement, subject to the written approval of the other party. The provisions of this clause shall survive the expiration or other termination of this Agreement regardless of the cause of termination.
37. **INDEPENDENT CONTRACTORS.** The parties shall be and act as independent contractors and this Agreement shall not be construed as one of partnership, agency, joint venture or employment. Nothing in this Agreement shall (a) constitute the formation of a partnership, joint

venture or employment relationship, or (b) give the right, power or authority to one party to bind the other.

38. **NO COLLUSION.** Vendor represents and warrants that it prepared its proposal to NPP without any collusion whatsoever between Vendor and any other potential or actual Vendors or contractors of NPP.
39. **UNENFORCEABLE PROVISION.** If one or more of the provisions of this Agreement, or the application or interpretation thereof, is determined to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect, and the provisions deemed invalid or unenforceable replaced with valid and enforceable provisions which achieve the intent of Vendor and NPP in entering into this Agreement.
40. **FORCE MAJEURE.** If either NPP or Vendor is unable to discharge any obligations imposed by this Agreement, the non-complying party shall not be liable in the event such failure is due to a Force Majeure Event. NPP shall have the right to select an alternate or additional Vendor(s) to replace or supplement Vendor, if in NPP's sole and exclusive judgment, Vendor is unable to fully discharge or adequately fulfill its obligations under this Agreement as a result of a Force Majeure Event.
41. **ASSIGNMENT.** Vendor shall not assign this Agreement without the prior written consent of NPP. For purposes of this Paragraph, "assignment" shall be deemed to include (a) the sale or transfer of any rights or obligations under this Agreement, and (b) a change in the identity of the person(s) or entity(ies) owning a majority of the issued and outstanding voting securities of Vendor and/or Vendor's parent corporation(s). Any attempt by Vendor to assign any of its rights or delegate any of its duties hereunder without the prior written consent of NPP shall be null and void and shall entitle NPP, at its sole and exclusive option, to terminate this Agreement in its entirety. In addition, any such attempted assignment by Vendor shall entitle each Participating Agency, at its sole and exclusive option, to cease purchasing any and all Products from Vendor and to begin purchasing such Products from such other manufacturers or Vendors as the Participating Agency may select. NPP may freely assign and delegate any of its rights and obligations under this Agreement without restriction. Subject to the limitations on assignment set forth in this Paragraph, this Agreement will apply to, be binding in all respects upon, and inure to the benefit of, the successors and permitted assigns of the parties.
42. **NON-WAIVER OF PROVISIONS.** The party entitled to the benefit of such provision may waive any provision of this Agreement in writing at any time. No waiver of any provision of this Agreement shall be deemed to or shall constitute a waiver of any other provision hereof. Except as expressly provided in this Agreement, no delay on the part of any party in exercising any right, power or privilege shall operate as a waiver thereof. The waiver by either party of any breach or default by the other party shall not be construed to be either a waiver of any subsequent breach or default of any such provision, of the same or different kind, or a waiver of the provision itself.
43. **SECTION HEADINGS.** All section headings contained herein are for convenience only and shall in no way modify or restrict any of the terms or provisions hereof, or affect the meaning or interpretation of this Agreement.
44. **SIGNATURE OF DULY AUTHORIZED REPRESENTATIVE.** Duly authorized representatives or agents of both NPP and Vendor shall sign this Agreement, and such signatures shall be conclusive proof of that person's authority to bind NPP and Vendor, respectively.

45. **GOVERNING LAW.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington without regard to choice or conflict of law rules. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. The United States Arbitration Act shall govern the interpretation, enforcement, and proceedings pursuant to the arbitration clause set forth herein.
46. **ARBITRATION.** Any dispute, claim, or controversy arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and the place of arbitration shall be Seattle, Washington. Each party shall bear its own costs and expenses including, without limitation, attorneys' fees. Each party shall bear an equal share of the arbitrators' and administrative fees of arbitration. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The provisions of this clause shall survive the expiration or other termination of this Agreement regardless of the cause of termination.
47. **ADDENDA; ENTIRE AGREEMENT.** The General Terms as well as all Addenda to this Agreement are an integral and binding component of this Agreement, and are incorporated fully herein by this reference. In the event of any actual or perceived inconsistencies or conflicts between this Agreement and any addendum hereto, the provisions of this Agreement shall govern. This Agreement, together with the addenda, will constitute the full and complete Agreement between the parties as to the terms outlined herein. This Agreement supersedes and cancels in their entirety any and all previous agreements, discussions, negotiations, commitments and obligations of any sort, whether written or oral, existing between NPP and Vendor with respect to the subject matter hereof.
48. **AMENDMENT, MODIFICATION AND CANCELLATION.** The parties may, from time to time, agree to modify the terms of this Agreement, including the addition or deletion of products and services offered by Vendor, provided, however, that the amendment is in writing and signed by the NPP Executive Director and by Vendor' authorized representative. Both parties reserve the right to cancel this Agreement in whole or in part if the other party breaches this Agreement and does not correct such failure within thirty-days (30-days) of receiving written notice from the other party specifying such failure or if the other party in any respect repudiates or otherwise breaches the terms hereof.
49. **AUTHORIZED USE OF NPP MEMBERSHIP LIST ("THE LIST").** NPP may, from time to time, provide Vendor with the List. The authorized use shall consist solely and exclusively of the provisions of this paragraph, unless otherwise approved upon in writing by NPP.
- a) Vendor may use the entire NPP Membership List, with the exception of the FireRescue GPO Membership List, for the following purposes:
 - i) sales calls, telemarketing, faxing, email, and mailing promotional materials; and
 - ii) generating in-house reports.
 - b) The Vendor specifically may not:
 - i) copy, modify, alter adapt or transfer the List, in whole or in part, except to engage in the authorized use set forth in this paragraph; or
 - ii) disclose, distribute, rent, sub-license or lease the List to any third party or use the List to provide service for other parties without prior written consent of NPP.

- c) NPP WILL IN NO EVENT BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE VENDOR'S USE OF OR INABILITY TO USE THE LIST. NPP IS NOT RESPONSIBLE OR LIABLE FOR ANY COSTS INCURRED BY THE VENDOR, INCLUDING BUT NOT LIMITED TO, THOSE INCURRED AS A RESULT OF LOST PROFITS OR REVENUE, CLAIMS BY THIRD PARTIES, OR FOR OTHER SIMILAR COSTS.
- d) Vendor is solely responsible for any and all damages arising from use of the List by Vendor agents, employees, contractors or anyone else given access to the List by the Vendor. The Licensee shall indemnify NPP and be held unconditionally responsible for any and all damages sustained by NPP for such use including, but not limited to, all costs and reasonable attorney's fees related to litigation. Vendor also consents to the entry of an order enjoining any use of the List in violation of the Agreement to prevent further and continuing damage.

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

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date signed by National Purchasing Partner's authorized representative (the "Effective Date").

VENDOR NAME:

AUTHORIZED REPRESENTATIVE:

BY: _____
 PRINTED NAME: _____
 TITLE: _____
 DATE: _____

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

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

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

**VENDOR ADMINISTRATION AGREEMENT
 ADDENDUM A**

Quarterly Reporting: What You Need

National Purchasing Partners vendors are required to submit a quarterly Contract Activity Report according to your organization's Vendor Administration Agreement.

Please scroll down to find reporting and administrative fee payment instructions and use the reporting template on www.mynpp.com

Quarterly Volume Sales Report Instructions

Step One: Filling Out the Forms

Even if you have had no sales, please submit a report indicating zero sales for the quarter. Please call our office with any questions you may have regarding the content or format of the Contract Activity Registration form, ask for:

Lindsey Larson

1.800.810.3909

Lindsey.Larson@mynpp.com

Step Two: Submitting the Forms and Payment

In accordance with your Vendor agreement the Contract Activity Report and Payment is due in the National Purchasing Partners office within 30 days following the end of each quarter.

MAIL ADMINISTRATION FEE PAYMENT TO:

National Purchasing Partners

P.O. Box 46930

St. Louis, MO 63146

EMAIL THE COMPLETED CONTRACT ACTIVITY REPORT TO:

reports@mynpp.com

Contact

If you have any questions, please call our office for assistance. We look forward to speaking with you! Our number is 1.800.810.3909 or email:

Lindsey Larson, National Account Manager, Lindsey.Larson@mynpp.com

Vendor Name	Customer Name	Customer Address	City	State	Vendor Item Description	Manufacturer Item #	Item Price	Item Qty.	Total Amount	Admin Fee Percent	Admin Fee	Begin Date	End Date

Column Data Name	Required	Data Description	Maximum Length/Type
Vendor NPP Number	Required	Vendor ID number assigned to vendor by NPP	Number (7)
Vendor Name	Required		Text (50)
Customer NPP Number	Required	ID number assigned to customer by NPP. (Found in Member List.)	Number (7)
Customer GLN		Global Location Number	Text (13)
Customer Name	Required		Text (50)
Customer Address 1	Required		Text (30)
Customer Address 2			Text (30)
Customer City	Required		Text (30)
Customer State	Required	Post Office State Code i.e. OR for Oregon	Text (2)
Customer Zip Code	Required		Text (10)
Contract Number	Required	Contract Number assigned by NPP	Text (10)
Invoice Number	Required		Text (20)
Invoice Date	Required		Date MM-DD-YYYY format
Vendor Item Number	Required		Text (20)
Vendor Item Description	Required		Text (50)
Manufacturer Item Number	Required		Text (20)

Column Data Name	Required	Data Description	Maximum Length/Type
Manufacturer Item Name	Required		Text (50)
Item UOM (Unit of Measure)	Required	Selling Unit i.e. CASE, BOX, EACH	Text (20)
Item UOM Conversion	Required	Number of items per UOM i.e. 12 items in a CASE, 36 items in a CASE. (EACH is always equal to 1)	Number
Item Price	Required	Price per UOM i.e. \$120.00 per case	Number (up to 2 decimal places)
Item Quantity	Required	Number of UOM i.e. 10 cases, 10 Each, 6 Boxes	Number
Total Amount	Required	Amount received from customer	Number (up to 2 decimal places)
Admin. Fee Percent	Required	Percent of Total Amount per Contract agreement for NPP	Number
Admin. Fee	Required	Contract agreement amount for NPP	Number (up to 2 decimal places)
Begin Date	Required	Reporting Period Begin Date	Date in MM-DD-YYYY format
End Date	Required	Reporting End Date	Date in MM-DD-YYYY format

CARSON CITY PURCHASING & CONTRACTS

BID RESPONSE

Bidder's initials & date _____

EXHIBIT _____

Oregon's Incorporated Cities included in the intent of this Cooperative Procurement RFP.

Adair Village	Donald	John Day	Nyssa	Tangent
Adams	Drain	Johnson City	Oakland	The Dalles
Adrian	Dufur	Jordan Valley	Oakridge	Tigard
Albany	Dundee	Joseph	Ontario	Tillamook
Amity	Dunes City	Junction City	Oregon City	Toledo
Antelope	Durham	Keizer	Paisley	Troutdale
Arlington	Eagle Point	King City	Pendleton	Tualatin
Ashland	Echo	Klamath Falls	Philomath	Turner
Astoria	Elgin	La Grande	Phoenix	Ukiah
Athena	Elkton	La Pine	Pilot Rock	Umatilla
Aumsville	Enterprise	Lafayette	Port Orford	Union
Aurora	Estacada	Lake Oswego	Portland	Unity
Baker City	Eugene	Lakeside	Powers	Vale
Bandon	Fairview	Lakeview	Prairie City	Veneta
Banks	Falls City	Lebanon	Prescott	Vernonia
Barlow	Florence	Lexington	Prineville	Waldport
Bay City	Forest Grove	Lincoln City	Rainier	Wallowa
Beaverton	Fossil	Lonerock	Redmond	Warrenton
Bend	Garbaldi	Long Creek	Reedsport	Wasco
Boardman	Gaston	Lostine	Richland	Waterloo
Bonanza	Gates	Lowell	Riddle	West Linn
Brookings	Gearhart	Lyons	Rivergrove	Westfir
Brownsville	Gervais	Madras	Rockaway	Weston
Burns	Gladstone	Malin	Rogue Beach	Wheeler
Butte Falls	Glendale	Manzanita	Roseburg	Willamina
Canby	Gold Beach	Maupin	Rufus	Wilsonville
Cannon Beach	Gold Hill	Maywood Park	Salem	Winston
Canyon City	Granite	McMinnville	Scappoose	Wood Village
Canyonville	Grants Pass	Medford	Scio	Woodburn
Carlton	Grass Valley	Merrill	Scott Mills	Yachats
Cascade Locks	Greenhorn	Metolius	Seaside	Yamhill
Cave Junction	Gresham	Mill City	Seneca	Yoncalla
Central Point	Haines	Millersburg	Shady Cove	
Chiloquin	Halfway	Milton-Freewater	Shaniko	
Clatskanie	Halsey	Milwaukie	Sheridan	
Coburg	Harrisburg	Mitchell	Sherwood	
Columbia City	Helix	Molalla	Siletz	
Condon	Heppner	Monmouth	Silverton	
Coos Bay	Hermiston	Monroe	Sisters	
Coquille	Hillsboro	Monument	Sodaville	
Cornelius	Hines	Moro	Spray	
Corvallis	Hood River	Mosier	Springfield	
Cottage Grove	Hubbard	Mt. Angel	St. Helens	
Cove	Huntington	Mt. Vernon	St. Paul	
Creswell	Idanha	Myrtle Creek	Stanfield	
Culver	Imbler	Myrtle Point	Stayton	
Dallas	Independence	Nehalem	Sublimity	
Damascas	Ione	Newberg	Summerville	
Dayton	Irrigon	Newport	Sumpter	
Dayville	Island City	North Bend	Sutherlin	
Depoe Bay	Jacksonville	North Plains	Sweet Home	
Detroit	Jefferson	North Powder	Talent	