

**COOPERATIVE PROCUREMENT CONTRACT BETWEEN  
THE CITY OF SAN DIEGO  
AND  
TARGETSOLUTIONS, INC.  
FOR TARGETSOLUTIONS PLATFORM**

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**I. RECITALS**

**A.** San Diego Municipal Code (SDMC) section 22.3208 authorizes the City of San Diego (City) to use a cooperative procurement contract awarded by another agency where the City's Purchasing Agent certifies in writing that the cooperative procurement contract is in the City's best interests, to the City's economic advantage, and the agency's contract was awarded using a process that complies with the policies, rules, and regulations developed and implemented by the City Manager.

**B.** Public Procurement Authority (PPA) issued a request for proposal for "Software Solutions for Government Services" by posting the solicitation in the Daily Journal of Commerce on October 26, 2016 and the USA Today on November 2, 2016. The RFP was posted to the following websites: [www.nppgov.com](http://www.nppgov.com); [www.ppa-or.gov](http://www.ppa-or.gov); and [www.findrfp.com](http://www.findrfp.com) from October 26 to December 12, 2016. Responses to the RFP were due on or before December 12, 2016 at 5:00 pm PST. Thus, all advertisements occurred at least ten days before the proposal deadline.

**C.** On July 10, 2017, based on the results of the competitive process, the Public Procurement Authority awarded a contract with Contractor and executed the Master Price Agreement with TargetSolutions, identified as RFP No. 1620, which was subsequently amended pursuant to "Amendment to Software Solutions for Government Services Master Price Agreement on April 5, 2019 (cumulatively referred to as the "Agency Agreement"), attached as Exhibit 1; and

**D.** On December 10, 2019 the City's Purchasing Agent certified in writing that the Agency Agreement meets the requirements set forth in SDMC section 22.3208.

**E.** Contractor has agreed to provide to City the goods and services consistent with the terms and conditions in the Agency Agreement, except as modified herein.

**II. GENERAL PROVISIONS**

In consideration of the above recitals and mutual covenants and conditions set forth in this Contract, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, City and Contractor hereby agree to the terms and conditions as set forth in the Agency Agreement with the exception of the following modifications:

1. Incorporation. This Contract shall fully incorporate the Recitals which the parties agree are true and correct.

2. Effective Date. This Contract shall be effective on the date it is executed by the last Party to sign the Contract and approved by the City Attorney in accordance with San Diego Charter Section 40 (“Effective Date”). The term of this Agreement shall be a two-year term, applied retroactively from July 10, 2019 to July 9, 2021 (“Term”), with up to an additional two successive one-year terms which may be exercised at City’s sole and absolute discretion subject to the restrictions in San Diego Charter section 99, and contingent upon the PPA exercising the successive one-year terms. City, through the Mayor or his designee, may exercise the option by written notice to Contractor sent thirty (30) days prior to the expiration of the current term. Contractor may not decline the option to renew. The total duration of this Contract, including the exercise of any options under this section, shall not exceed five (5) years without approval of the City of San Diego Council by Ordinance.

3. Early Termination. Contractor must provide written notice within ten (10) calendar days of the date in which the Agency Agreement is terminated to the Contract Administrator identified in Section III, below. Such written notice must explain the basis for termination and the date upon which the termination is effective. Early termination of the Agency Agreement by the PPA or Contractor, or failure by the PPA to exercise an option to extend the Agency Agreement, shall not in any way affect the existence of this Contract.

4. Compliance with Controlling Laws. Contractor shall comply with all applicable local, state, and federal laws and regulations. In addition, Contractor shall comply immediately with all directives issued by City or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations.

5. Governing Law. The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

6. Jurisdiction and Venue. The venue for any suit concerning this Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

7. Modifications. The modifications described in Exhibit A, which is attached hereto and incorporated herein by reference, shall affect only the page(s) and section(s) and terms and conditions referred to herein. All other terms and conditions of the Agency Agreement shall be in full force and effect as to City and Contractor as incorporated in this Contract, unless otherwise modified herein

### **III. CONTRACT ADMINISTRATOR**

1. Contract Administrator. The San Diego Fire-Rescue Department is the Contract Administrator for the purposes of this Contract.

2. Notices. Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the San Diego Fire-

Rescue Department. Proper notice shall be effective on the date of personal delivery or five (5) days after deposit in the United States postal mailbox. Notices shall be sent to:

Willy Melendez  
 Battalion Chief, Training Officer  
 San Diego Fire-Rescue Department  
 2580 Kincaid Rd.  
 San Diego, CA 92101

#### IV. COMPENSATION

1. Scope of Goods and Services. Pursuant to the Master Price Agreement section 2.1, the City seeks to purchase the following Products from Contractor: TargetSolutions Platform, a software as service application which consists of a learning management system to provide delivery of California Occupational Safety and Health Administration, National Fire Protection on-line compliance training classes, emergency medical courses, and custom content. In addition, the software provides custom reports, and on-line compliance monitoring. Fees will include licenses for end users (“seats”) as well as software support and maintenance.

1.1. Pricing. Fees paid by the City to Contractor shall be based on an annual quote which will reflect any increase or decrease of City users per Fiscal Year. For Fiscal Year 2020, the parties have agreed that the City shall pay a Maintenance Fee of \$195.00, and \$49.95 per license.

City shall pay for the Services/Products pursuant to this Contract for Fiscal Year 2020 as follows:

<b>TargetSolutions Costs FY 20</b>				
<b>Division</b>	<b>Quantity</b>	<b>Product Description</b>	<b>Unit Price</b>	<b>Total</b>
FireOps	1	TargetSolutions NPP.gov Maintenance Fee	\$195.00	\$195.00
FireOps	1132	TargetSolutions NPP.gov licenses	\$49.95	\$56,543.40
Lifeguards	330	TargetSolutions NPP.gov licenses	\$49.95	\$16,483.50
Other	576	TargetSolutions NPP.gov licenses	\$49.95	\$28,771.20
			<b>Total</b>	<b>\$101,993.10</b>

After Fiscal Year 2020, Vendor shall be entitled to increase the pricing set forth in section 1.1 of this Agreement one (1) time per fiscal year by an amount not to exceed the lesser of CPI or three percent (3%).

2. City shall pay Contractor for the goods or services provided in accordance with this Contract in an amount not to exceed \$500,000. Contractor is not obligated to provide goods or services in excess of this amount, and does so at its own risk, unless this Contract is amended in writing duly executed by City and Contractor increasing this not-to-exceed amount.

3. Annual Appropriation of Funds. Contractor acknowledges that the contract term may extend over multiple City fiscal years and agrees that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. City may terminate the Contract if sufficient funds are not duly appropriated and authorized for any given fiscal year, or if funds appropriated and authorized for this Contract are exhausted before the fiscal year concludes. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by the City Council.

## V. CONTRACT

1. Contract Documents. This Contract consists of this Contract and all exhibits and attachments listed below, which are attached as Exhibits 1-3 and incorporated by reference in full herein, and which together contain all the terms and conditions of this Contract (collectively referred to as “Contract Documents”).

- 1.1 Master Pricing Agreement and Amendment thereto (Attachment 1);
- 1.2 Notice of Solicitation, Public Procurement Authority, RFP No. 1620 (Attachment 2); and
- 1.3 Target Solution’s Response to the RFP (Attachment 3).

These documents together contain all the terms and conditions of the Contract between City and Contractor.

2. Contract Interpretation. The Contract Documents completely describe the goods and/or services to be provided. Contractor shall provide any goods or services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry trade meaning and are used to describe goods or services will be interpreted in accordance with that meaning unless a different definition has been provided in the Contract Documents.

3. Precedence. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, City and Contractor will use the order of precedence as set forth below. The document in highest order of precedence controls. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

- 1<sup>st</sup> This Contract
- 2<sup>nd</sup> Agency Contract
- 3<sup>rd</sup> Target Solution’s Response to the RFP
- 4<sup>th</sup> Notice of Solicitation, Public Procurement Authority, RFP No. 1620

4. Counterparts. This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all parties executed the same page.

5. Public Agencies. Other public agencies as defined by California Government Code section 6500 may choose to use the terms of this Contract, subject to Contractor's acceptance. City is not liable or responsible for any obligations related to a subsequent agreement between Contractor and another public agency.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

TARGET SOLUTIONS

By: DocuSigned by:  
Brandi Howe  
CDDC00889B6247Z...

Name: Brandi Howe

Title: Director of Account Management

Date: 6/19/2020

THE CITY OF SAN DIEGO

By: 

Name: Kristina Peralta  
Director

Title: Purchasing & Contracting

Date: 24 JUN 2020

Approved as to form this 26<sup>th</sup> day of June, 2020.

MARA W. ELLIOTT, City Attorney

By:   
Deputy City Attorney

Print Name: Laura DePoister

**EXHIBIT A: MODIFICATIONS TO THE AGENCY AGREEMENT**

1. References. All references to “Participating Agency” “Participating Agencies” in the Agency Agreement shall mean and be understood to be “City of San Diego”.

2. City Mandated Clauses and Requirements. By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City mandated clauses and requirements throughout the duration of the Contract.

2.1 Drug-Free Workplace Certification. Contractor shall comply with City’s Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into this Contract by reference.

2.2 ADA Certification: Contractor shall comply with the City’s Americans with Disabilities Act Compliance/City Contracts requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference.

2.3 Non-Discrimination Requirements

2.3.1 Compliance with the City’s Equal Employment Opportunity Outreach Program (EOCP): Contractor shall comply with the City’s EOCP requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a prime Contractor liable for any discriminatory practice of its subcontractors.

2.3.2 Non-Discrimination Ordinance: Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors, or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions. Contracts between Contractor and any subcontractors or suppliers shall contain this language.

2.3.3 Compliance Investigations: Upon City’s request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City’s Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in remedies being ordered against Contractor up to and including contract termination, debarment, and other sanctions.

2.4 Business Tax Certificate (BTC). Any company doing business with the City of San Diego is required to obtain a Business Tax Certificate and to provide a copy of its BTC to the City before a Contract is executed.

2.5 Product Endorsement. Contractor shall comply with Council Policy 000-41 concerning product endorsement which requires that any advertisement referring to City as a user of a good or service will require the prior written approval of the Mayor.

### 3.0 Intellectual Property.

3.1 Rights in Data. If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

3.2 Intellectual Property Rights Assignment. For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

3.3 Contractor Works. Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

3.4 Subcontracting. In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a “works for hire” as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.

3.5 Intellectual Property Warranty and Indemnification. Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Contract are either original, or not encumbered, and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor’s own expense, new non-infringing materials, deliverables or works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Contractor further agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages, of any type, alleging or threatening that any Deliverable Materials, supplies, equipment, services or works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

3.6 Software Licensing. Contractor represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.

3.7 Publication. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor’s work on behalf of the City without prior written consent from the City.

3.8 Royalties, Licenses, and Patents. Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to



defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

4. Deleted and/or Modified Provisions:

A. ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY. Paragraph 4.1 of the Agency Agreement will be deleted in its entirety and replaced with the following language:

4.1 Pricing. City shall pay Contractor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing set forth in Section IV. Compensation of this Contract.

B. ARTICLE 5 - INSURANCE. ARTICLE 5 of the Agency Agreement will be amended to add the following paragraph:

5.4. Contractor also agrees to maintain the following insurance policies and limits as follows:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Technology Professional Liability Errors and Omissions Insurance** appropriate to the profession and work hereunder, with limits not less than **\$5,000,000** per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
  - a. The Policy shall include, or be endorsed to include, **property damage liability coverage** for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the Agency in the care, custody, or control of the

Vendor. If not covered under the Vendor's liability policy, such "property" coverage of the Agency may be endorsed onto the Vendor's Cyber Liability Policy as covered property as follows:

- b. **Cyber Liability coverage** in an amount of **\$5,000,000** applicable to cover the replacement cost value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Purchaser that will be in the care, custody, or control of Vendor.
- c. The Insurance obligations under this agreement shall be the greater of 1—all the Insurance coverage and limits carried by or available to the Vendor; or 2—the minimum Insurance requirements shown in this agreement. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to Purchaser. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the indemnity or other obligations of the Vendor under this agreement.

## ATTACHMENT 1

### **PUBLIC PROCUREMENT AUTHORITY** **MASTER PRICE AGREEMENT**

This Master Price Agreement is effective as of the date of the last signature below (the “Effective Date”) by and between the PUBLIC PROCUREMENT AUTHORITY, an Oregon public corporation under ORS Chapter 190 (“PPA” or “Purchaser”) and TargetSolutions Learning, LLC, a Delaware limited liability company (“Vendor”).

#### **RECITALS**

WHEREAS, the Vendor is in the business of selling certain continuing education, professional development, and training software products and services, as further described herein; and

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

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

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

#### **ARTICLE 1 – CERTAIN DEFINITIONS**

1.1 “Agreement” shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-C attached hereto. Notwithstanding the foregoing, the parties agree that the Attachments D and F, which are Purchaser’s Request for Proposal No. 1620 (herein “RFP”) and Vendor’s Proposal submitted in response to the RFP (herein “Vendor’s Proposal”) (sometimes referred to collectively as the “Contract Documents”) are attached hereto solely for reference purposes and are not incorporated as part of the Agreement.

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

1.3 A “Client Agreement” means any local direct agreement, local negotiation, and/or written agreement, in effect as of the Effective Date of this Agreement, between Vendor and a member of Purchaser, pertaining to Products contracted under this Agreement. An example of a Client Agreement is attached hereto as Attachment C, however, Vendor reserves the right to make changes to the Client Agreement in its sole discretion and at any time.

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

1.5 “Purchaser’s Destination” shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

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

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

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

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

1.10 “Lead Contracting Agency” shall mean the Public Procurement Authority, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.11 “Participating Agencies” shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.5 and Attachment B herein. For purposes of cooperative procurement, “Participating Agency” shall be considered “Purchaser” under the terms of this agreement.

1.12 “Parties” shall mean the Purchaser and Vendor.

## **ARTICLE 2 – AGREEMENT TO SELL**

2.1 Vendor and a member who wishes to purchase Products or Services pursuant to this Agreement will enter into a separate Client Agreement for the purchase of such Products and Services, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Each Client Agreement shall describe the Products to be provided by Vendor, and shall contain pricing, payment terms, and other fees, and such other terms and

conditions as may be mutually agreed upon by the parties. Each Party understands that neither Vendor nor Purchaser, or any member of Purchaser has made a commitment to purchase any Products from Vendor until the applicable parties enter into a Client Agreement.

2.2 Vendor may also add additional products and services provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. PPA may reasonably reject any additions.

2.3 All Client Agreements for the purchase of Products that are entered into during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Client Agreement. The Vendor retains authority to negotiate above and beyond the terms of this agreement to meet the customer or vendor contract requirements. In the event that the provisions of this Agreement conflict with any Client Agreement issued by Purchaser to Vendor, the provisions of this Agreement shall govern. No other terms and conditions shall be incorporated into this Agreement unless explicitly in writing and signed by both parties.

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

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

- (i) This Agreement; and
- (ii) Attachments A-C

2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement (“IGA”) as may be required by each Participating Agency’s local laws and regulations, in accordance with Attachment B. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in

accordance with the terms and conditions of this Agreement as if it were “Purchaser” hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

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

2.6.3 Vendor agrees to negotiate in good faith and enter into a Vendor Administration Fee Agreement with NPPGov.

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

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

3.1 The initial contract term shall be for three (3) calendar years from the effective date of this Agreement (“Initial Term”). Upon termination of the original three (3) year term, this Agreement shall automatically extend for up to three (3) successive one (1) year periods; (each a “Renewal Term”); provided however, following the Initial Term, the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least sixty (60) calendar days prior to the annual automatic extension anniversary of the term. Each Client Agreement shall be effective upon the effective date of such Client Agreement and shall terminate or expire as set forth therein. The Initial Term together with any Renewal Term(s) shall be referred to collectively herein as the “Term.”

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

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

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, including shipping. Pricing contained in Attachment A shall be extended to all NPPGov, FireRescue GPO and Law Enforcement GPO members upon execution of the IGA. The pricing schedule set forth on Attachment A hereto shall remain fixed for a period of one (1) year; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. After the one (1) year period, Vendor shall be entitled to increase the pricing set forth in this Agreement one (1) time per calendar year by an amount not to exceed the lesser of CPI or three percent (3%), and such new pricing shall be reflected in the Client Agreement.

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

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes.

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

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

4.6 New products that meet the scope of work may be added to the contract upon the parties mutual written consent. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements.

## **ARTICLE 5 – INSURANCE**

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers in the

industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

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

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

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

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

6.1 Vendor and Lead Contracting Agency each agree that it shall indemnify, defend and hold harmless the other party, and its respective officials, directors, employees and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including without limitation reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by the indemnifying party in this Agreement, (ii) any failure by the indemnifying party to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of the indemnifying party, any subcontractor of indemnifying party, or any of their respective employees or agents, (iv) any failure of indemnifying party, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any Employee Taxes or Unemployment Insurance, or (vi) any claim alleging that the Products and Services or any party thereof infringe any third party's U.S. patent, copyright, trademark, trade



secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct or omissions of, the Indemnitees or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity obligations of the Parties under this Article shall survive the expiration or termination of this Agreement for two years

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

THE TOTAL LIABILITY OF EITHER PARTY FOR ANY AND ALL DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT DAMAGES, SHALL NOT EXCEED THE AVERAGE AMOUNT OF FEES PAID BY THE MEMBERS WHO PURCHASED HEREUNDER TO VENDOR FOR THE PRECEDING TWELVE (12) MONTHS.

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of 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 or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

## **ARTICLE 7 – WARRANTIES**

Each party represents and warrants that it has full authority to enter into this Agreement and to fully perform its obligations hereunder.

## **ARTICLE 8 – SUBSTITUTIONS**

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

## **ARTICLE 9 - COMPLIANCE WITH LAWS**

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

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

## **ARTICLE 10 – PUBLICITY / CONFIDENTIALITY**

10.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Client Agreement or Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party. Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

## **ARTICLE 11 - RIGHT TO AUDIT**

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at times mutually agreed to by Vendor and Purchaser in writing and during normal business hours and no more than one time per contract year, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

## **ARTICLE 12 - REMEDIES**

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

**ARTICLE 13 - RELATIONSHIP OF PARTIES**

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

**ARTICLE 14 - NOTICES**

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

If to Lead Contracting Agency:

Public Procurement Authority  
25030 SW Parkway Ave.  
Suite 330  
Wilsonville OR 97070  
ATTN: Heidi Arnold

If to Vendor:

TargetSolutions Learning, LLC  
10805 Rancho Bernardo Rd.  
Suite 200  
San Diego, CA 92127  
ATTN: Phil Coons

With Copy To:

Vector Solutions  
4890 W. Kennedy Blvd., Ste. 300  
Tampa, FL 33609  
Attn: Legal Counsel

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

### **ARTICLE 15 - FORCE MAJEURE**

Except for Purchaser's obligation to pay for products and services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being

remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

### **ARTICLE 16 - WAIVER**

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

### **ARTICLE 17 - PARTIES BOUND; ASSIGNMENT**

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and permitted assigns of the Parties hereto, but it may not be assigned in whole or in part by either party without prior written notice by the other party.

### **ARTICLE 18 - SEVERABILITY**

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

### **ARTICLE 18 - INCORPORATION; ENTIRE AGREEMENT**

19.1 All the provisions of the Attachment A-C hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, the provisions shall be interpreted, to the extent possible, as if they do not conflict. In the event that such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

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

### **ARTICLE 20 - HEADINGS**

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

**ARTICLE 21 - MODIFICATIONS**

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

**ARTICLE 22 - GOVERNING LAW**

This Agreement shall be governed by and interpreted in accordance with the laws of the state of Oregon or in the case of a Participating Agency's use of this agreement, the laws of the state set forth in the applicable Client Agreement or if no such state is set forth in the Client Agreement, the state in which the Participating Agency exists, without regard to its choice of law provisions.

**ARTICLE 23 - COUNTERPARTS**

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

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

PURCHASER:

Signature: Heidi Arnold

Printed Name: Heidi Arnold

Title: Contract Manager  
Public Procurement Authority

Dated: 7/10/2017

VENDOR:

Signature: [Handwritten Signature]

Printed Name: Philip Coons

Title: Director of Sales  
TargetSolutions Learning, LLC

Dated: 7/10/17

## **ATTACHMENT A**

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

### **PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES**

Pricing will vary based on the size of the organization and the industry the organization serves:

**Fire Industry:**

\$109/Firefighter (list price)

NPP Pricing is between: \$99/Firefighter - \$75/Firefighter based on size of the department

**Law Enforcement Industry:**

\$ 99/Officer (list price)

NPP Pricing is between: \$89/Officer - \$49/Officer based on the size of the department

**Water/Wastewater Industry:**

\$109/Person (list price)

NPP Pricing is between: \$99/Person - \$75/Person based on the size of the organization

**Cities/Counties:**

\$59/Person (list price)

NPP Pricing is between: \$49/Person - \$15/Person based on the size of the organization

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



## **ATTACHMENT B**

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

### **PARTICIPATING AGENCIES**

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

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

## ATTACHMENT C

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

#### Client Agreement

This Client Agreement (the "Agreement"), effected as of the date noted in the attached Schedule A (the "Effective Date"), is by and between TargetSolutions Learning, LLC. ("TSL"), a Delaware limited liability company, and the undersigned client ("Client"), and governs the purchase and ongoing use of the services described in this Agreement (the "Services").

1. **Services.** TSL shall provide the following services:

1.1. **Access.** TSL will provide Client a non-exclusive, non-transferable, revocable, limited license to remotely access and use the Services hereunder and, unless prohibited by law, will provide access to any person designated by Client ("Users").

1.2. **Availability.** TSL shall use commercially reasonable efforts to display its content and coursework for access and use by Client's Users twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages and other outages beyond TSL's control.

1.3. **Help Desk.** TSL will assist Users as needed on issues relating to usage via e-mail, and a toll free Help Desk five (5) days per week at scheduled hours.

2. **Client's Obligations.**

2.1. **Compliance.** Client shall be responsible for Users' compliance with this Agreement, and use commercially reasonable efforts to prevent unauthorized access to or use of the Services.

2.2. **Identify Users.** Client shall (i) provide a listing of its designated/enrolled Users; (ii) cause each of its Users to complete a profile; (iii) maintain user database by adding and removing Users as appropriate.

2.3. **Future Functionality.** Client agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any public comments regarding future functionality or features.

3. **Fees and Payments.**

3.1. **Fees.** Client will pay for the Services in accordance with the fee schedule in Schedule A attached to this Agreement. Fees listed in Schedule A shall be increased by 3% per year both during the term of this Agreement, as well as for any renewal terms.

3.2. **Payments.** All fees due under this Agreement must be paid in United States dollars. Such charges will be made in advance, according to the frequency stated in Schedule A. TSL will invoice in advance, and such invoices are due net 30 days from the invoice date. All fees collected under this Agreement are fully earned when due and nonrefundable when paid.

3.3. **Suspension of Service for Overdue Payments.** Any fees unpaid for more than ten (10) days past the due date shall bear interest at 1.5% per month. With fifteen (15) days prior written notice, TSL shall have the right, in addition to all other rights and remedies to which TSL may be entitled, to suspend Client's Users'

access to the Services until all overdue payments are paid in full.

4. **Intellectual Property Rights.**

4.1. Client acknowledges that TSL alone (and its licensors, where applicable) shall own all rights, title and interest in and to TSL's software, website or technology, the course content, and the Services provided by TSL, as well as any and all suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client, and this Agreement does not convey to Client any rights of ownership to the same. The TSL name and logo are trademarks of TSL, and no right or license is granted to Client to use them.

4.2. Except as otherwise agreed in writing or to the extent necessary for Client to use the Services in accordance with this Agreement, Client shall not: (i) copy the course content in whole or in part; (ii) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer or in any way exploit the course content in whole or in part; (iii) embed the course content into other products; (iv) use any trademarks, service marks, domain names, logos, or other identifiers of TSL or any of its third party suppliers; or (v) reverse engineer, decompile, disassemble, or access the source code of any TSL software.

4.3. Client hereby authorizes TSL to share any intellectual property owned by Client ("User Generated Content") that its Users upload to the Community Resources section of TSL's website with TSL's 3<sup>rd</sup> party customers and users that are unrelated to Client ("Other TSL Customers"); provided that TSL must provide notice to Client's users during the upload process that such User Generated Content will be shared with such Other TSL Customers.

5. **Term.**

The term of this Agreement shall commence on the Effective Date, and will remain in full force and effect for the term indicated in Schedule A ("Term"). Upon expiration of the Initial Term, this agreement shall automatically renew for successive one (1) year periods (each, a "Renewal Term"), unless notice is given by either party of its intent to terminate the Agreement, at least sixty (60) days prior to the scheduled termination date.

6. **Mutual Warranties and Disclaimer.**

6.1. **Mutual Representations & Warranties.** Each party represents and warrants that it has full authority to enter into this Agreement and to fully perform its obligations hereunder.

6.2. **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

7. **Miscellaneous.**

7.1. **Limitation on Liability.** Except as it relates to claims related to Section 4 or Section 7.2 of this Agreement, (a) in no event shall either party be liable to the other, whether in contract, warranty, tort (including negligence) or otherwise, for special, incidental, indirect or consequential damages (including lost profits) arising out of or in connection with this Agreement; and (b) the total liability of either party for any and all damages, including, without limitation, direct damages, shall not exceed the amount of the total fees due to, or already paid to, TSL for the preceding twelve (12) months.

7.2. **Indemnification.** TSL shall indemnify and hold Client harmless from any and all claims, damages, losses and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third party claim that the Services or any component thereof infringes or violates any intellectual property right of any person.

7.3. **Force Majeure.** TSL shall have no liability for any failure or delay in performing any of its obligations pursuant to this Agreement due to, or arising out of, any act not within its control, including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws or regulations.

7.4. **No Waiver.** No waiver, amendment or modification of this Agreement shall be effective unless in writing and signed by the parties.

7.5. **Severability.** If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect.

7.6. **Entire Agreement.** This Agreement and its exhibits represent the entire understanding and agreement between TSL and Client, and supersedes all other negotiations, proposals, understandings and representations (written or oral) made by and between TSL and Client.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date set forth below.

TargetSolutions Learning, LLC

Client Name:

Address:

By:  \_\_\_\_\_  
Printed Name: Brandi Howe  
Title: Director of Account Management  
Date: 6/19/2020

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ATTACHMENT D**

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

**Vendor's Proposal**

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

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

**ATTACHMENT E**

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

**Purchaser's Request for Proposal**

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

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

## **Amendment to Software Solutions for Government Services Master Price Agreement**

### **Product Additions**

This Amendment to the Master Price Agreement is effective this 5<sup>th</sup> day of April, 2019 by the PUBLIC PROCUREMENT AUTHORITY ("Purchaser") and TargetSolutions Learning, LLC. ("Vendor") based upon the sales and/or service of Software Solutions for Government Services..

### **RECITALS**

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement on or about July 10, 2017 and by this reference incorporated herein; and

WHEREAS, 4.9 of the Master Price Agreement permits that new products that meet the scope of work may be added to the Master Price Agreement; and

WHEREAS, Vendor included a response for Record Management Systems, in its Proposal; and

WHEREAS, Vendor has provided notice on or about April 3, 2019 to include TargetSolutions CheckIt and TargetSolutions Scheduling products, at the same or better discount off of list pricing already offered on products in the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the product additions; and

NOW, THEREFORE, Purchaser and Vendor enter into the following:

## **AMENDMENT TO SOFTWARE SOLUTIONS FOR GOVERNMENT SERVICES MASTER PRICE AGREEMENT**

1. **Product Additions to Software Solutions for Government Services.** Attachment A to the Master Price Agreement shall be amended in its entirety to read as follows:

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

**TargetSolutions Platform**

The TargetSolutions Platform is an all-inclusive records management and training platform and includes all content and capabilities within the platform as part of the pricing. The only additional costs are content that is not created by TargetSolutions (ie. AlphaAct, HealthStream, AHA, etc).

Prices will vary based on the size of the organization and the industry the organization serves:

<b>Industry</b>	<b>List</b>	<b>NPPGov Discount</b>
Fire	\$109/Firefighter	\$99-75/Firefighter based on size
Law Enforcement	\$99/Officer	\$89-49/Officer based on size
Water/Wastewater	\$109/Person	\$99-75/Person based on size
Cities/Counties	\$59/Person	\$49-15/Person based on size

\*Minimum \$1,000

**TargetSolutions CheckIt**

Built for streamlining routine checks of trucks and tools, as well as the tracking of medical supplies, drugs and other items logged in inventory records, the application is accessible through the TargetSolutions platform as well as the mobile app built for users completing checks in the field.

<b>Fire Departments</b>	<b>List</b>	<b>NPPGov Discount</b>
Per Station Per Year	\$249	\$224
Per Vehicle Per Year	\$149	\$134
Per Drug Safe Per Year	\$150	\$135
<b>Law Enforcement Agencies</b>	<b>List</b>	<b>NPPGov Discount</b>
Per Station Per Year	\$899	\$809
Per Vehicle Per Year	\$79	\$71

\*Minimum \$1,000

**TargetSolutions Scheduling**

Dynamic scheduling system provides users with the industry’s most innovative technology to streamline all aspects of workforce management - from scheduling, viewing roster information across jurisdictions, coordinating overtime hiring, alerting employees of emergency callbacks and more. This program is designed to be fully integrated with the TargetSolutions platform to move your personnel to correct locations on a daily basis to ensure you capture the most accurate data possible.

<b>Number of Users</b>	<b>List</b>	<b>NPPGov Discount</b>
0-150	\$89/Person	\$80/Person
151-500	\$89/Person	\$75/Person
500+	\$89/Person	\$70/Person

\*Minimum \$1,200

2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about July 10, 2017 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

**IN WITNESS WHEREOF**, the parties have hereto signed this Amendment on the day and year first above written.

PUBLIC PROCUREMENT AUTHORITY:



Date 04/05/2019

BY: Teila Leighton  
ITS: Contract Manager

TARGETSOLUTIONS LEARNING, LLC



Date 4/5/19

BY: Phil Coons  
ITS: Vice President of Sales



**PUBLIC PROCUREMENT AUTHORITY**  
**MASTER PRICE AGREEMENT**

This Master Price Agreement is effective as of the date of the last signature below (the “Effective Date”) by and between the PUBLIC PROCUREMENT AUTHORITY, an Oregon public corporation under ORS Chapter 190 (“PPA” or “Purchaser”) and TargetSolutions Learning, LLC, a Delaware limited liability company (“Vendor”).

**RECITALS**

WHEREAS, the Vendor is in the business of selling certain continuing education, professional development, and training software products and services, as further described herein; and

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

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

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

**ARTICLE 1 – CERTAIN DEFINITIONS**

1.1 “Agreement” shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-C attached hereto. Notwithstanding the foregoing, the parties agree that the Attachments D and F, which are Purchaser’s Request for Proposal No. 1620 (herein “RFP”) and Vendor’s Proposal submitted in response to the RFP (herein “Vendor’s Proposal”) (sometimes referred to collectively as the “Contract Documents”) are attached hereto solely for reference purposes and are not incorporated as part of the Agreement.

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

1.3 A “Client Agreement” means any local direct agreement, local negotiation, and/or written agreement, in effect as of the Effective Date of this Agreement, between Vendor and a member of Purchaser, pertaining to Products contracted under this Agreement. An example of a Client Agreement is attached hereto as Attachment C, however, Vendor reserves the right to make changes to the Client Agreement in its sole discretion and at any time.

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

1.5 “Purchaser’s Destination” shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

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

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

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

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

1.10 “Lead Contracting Agency” shall mean the Public Procurement Authority, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.11 “Participating Agencies” shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.5 and Attachment B herein. For purposes of cooperative procurement, “Participating Agency” shall be considered “Purchaser” under the terms of this agreement.

1.12 “Parties” shall mean the Purchaser and Vendor.

## **ARTICLE 2 – AGREEMENT TO SELL**

2.1 Vendor and a member who wishes to purchase Products or Services pursuant to this Agreement will enter into a separate Client Agreement for the purchase of such Products and Services, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Each Client Agreement shall describe the Products to be provided by Vendor, and shall contain pricing, payment terms, and other fees, and such other terms and

conditions as may be mutually agreed upon by the parties. Each Party understands that neither Vendor nor Purchaser, or any member of Purchaser has made a commitment to purchase any Products from Vendor until the applicable parties enter into a Client Agreement.

2.2 Vendor may also add additional products and services provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. PPA may reasonably reject any additions.

2.3 All Client Agreements for the purchase of Products that are entered into during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Client Agreement. The Vendor retains authority to negotiate above and beyond the terms of this agreement to meet the customer or vendor contract requirements. In the event that the provisions of this Agreement conflict with any Client Agreement issued by Purchaser to Vendor, the provisions of this Agreement shall govern. No other terms and conditions shall be incorporated into this Agreement unless explicitly in writing and signed by both parties.

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

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

- (i) This Agreement; and
- (ii) Attachments A-C

2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement (“IGA”) as may be required by each Participating Agency’s local laws and regulations, in accordance with Attachment B. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in

accordance with the terms and conditions of this Agreement as if it were “Purchaser” hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

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

2.6.3 Vendor agrees to negotiate in good faith and enter into a Vendor Administration Fee Agreement with NPPGov.

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

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

3.1 The initial contract term shall be for three (3) calendar years from the effective date of this Agreement (“Initial Term”). Upon termination of the original three (3) year term, this Agreement shall automatically extend for up to three (3) successive one (1) year periods; (each a “Renewal Term”); provided however, following the Initial Term, the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least sixty (60) calendar days prior to the annual automatic extension anniversary of the term. Each Client Agreement shall be effective upon the effective date of such Client Agreement and shall terminate or expire as set forth therein. The Initial Term together with any Renewal Term(s) shall be referred to collectively herein as the “Term.”

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

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

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, including shipping. Pricing contained in Attachment A shall be extended to all NPPGov, FireRescue GPO and Law Enforcement GPO members upon execution of the IGA. The pricing schedule set forth on Attachment A hereto shall remain fixed for a period of one (1) year; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. After the one (1) year period, Vendor shall be entitled to increase the pricing set forth in this Agreement one (1) time per calendar year by an amount not to exceed the lesser of CPI or three percent (3%), and such new pricing shall be reflected in the Client Agreement.

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

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes.

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

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

4.6 New products that meet the scope of work may be added to the contract upon the parties mutual written consent. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements.

## **ARTICLE 5 – INSURANCE**

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers in the

industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

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

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

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

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

6.1 Vendor and Lead Contracting Agency each agree that it shall indemnify, defend and hold harmless the other party, and its respective officials, directors, employees and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including without limitation reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by the indemnifying party in this Agreement, (ii) any failure by the indemnifying party to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of the indemnifying party, any subcontractor of indemnifying party, or any of their respective employees or agents, (iv) any failure of indemnifying party, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any Employee Taxes or Unemployment Insurance, or (vi) any claim alleging that the Products and Services or any party thereof infringe any third party's U.S. patent, copyright, trademark, trade

secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct or omissions of, the Indemnitees or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity obligations of the Parties under this Article shall survive the expiration or termination of this Agreement for two years

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

THE TOTAL LIABILITY OF EITHER PARTY FOR ANY AND ALL DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT DAMAGES, SHALL NOT EXCEED THE AVERAGE AMOUNT OF FEES PAID BY THE MEMBERS WHO PURCHASED HEREUNDER TO VENDOR FOR THE PRECEDING TWELVE (12) MONTHS.

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of 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 or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

## **ARTICLE 7 – WARRANTIES**

Each party represents and warrants that it has full authority to enter into this Agreement and to fully perform its obligations hereunder.

## **ARTICLE 8 – SUBSTITUTIONS**

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

## **ARTICLE 9 - COMPLIANCE WITH LAWS**

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

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

## **ARTICLE 10 – PUBLICITY / CONFIDENTIALITY**

10.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Client Agreement or Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party. Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

## **ARTICLE 11 - RIGHT TO AUDIT**

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at times mutually agreed to by Vendor and Purchaser in writing and during normal business hours and no more than one time per contract year, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

## **ARTICLE 12 - REMEDIES**

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



**ARTICLE 13 - RELATIONSHIP OF PARTIES**

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

**ARTICLE 14 - NOTICES**

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

If to Lead Contracting Agency:

Public Procurement Authority  
25030 SW Parkway Ave.  
Suite 330  
Wilsonville OR 97070  
ATTN: Heidi Arnold

If to Vendor:

TargetSolutions Learning, LLC  
10805 Rancho Bernardo Rd.  
Suite 200  
San Diego, CA 92127  
ATTN: Phil Coons

With Copy To:

Vector Solutions  
4890 W. Kennedy Blvd., Ste. 300  
Tampa, FL 33609  
Attn: Legal Counsel

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

### **ARTICLE 15 - FORCE MAJEURE**

Except for Purchaser's obligation to pay for products and services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being

remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

### **ARTICLE 16 - WAIVER**

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

### **ARTICLE 17 - PARTIES BOUND; ASSIGNMENT**

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and permitted assigns of the Parties hereto, but it may not be assigned in whole or in part by either party without prior written notice by the other party.

### **ARTICLE 18 - SEVERABILITY**

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

### **ARTICLE 18 - INCORPORATION; ENTIRE AGREEMENT**

19.1 All the provisions of the Attachment A-C hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, the provisions shall be interpreted, to the extent possible, as if they do not conflict. In the event that such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

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

### **ARTICLE 20 - HEADINGS**

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

**ARTICLE 21 - MODIFICATIONS**

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

**ARTICLE 22 - GOVERNING LAW**

This Agreement shall be governed by and interpreted in accordance with the laws of the state of Oregon or in the case of a Participating Agency's use of this agreement, the laws of the state set forth in the applicable Client Agreement or if no such state is set forth in the Client Agreement, the state in which the Participating Agency exists, without regard to its choice of law provisions.

**ARTICLE 23 - COUNTERPARTS**

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

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

PURCHASER:

Signature: Heidi Arnold

Printed Name: Heidi Arnold

Title: Contract Manager  
Public Procurement Authority

Dated: 7/10/2017

VENDOR:

Signature: Philip Coons

Printed Name: Philip Coons

Title: Director of Sales  
TargetSolutions Learning, LLC

Dated: 7/10/17

## **ATTACHMENT A**

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

### **PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES**

Pricing will vary based on the size of the organization and the industry the organization serves:

**Fire Industry:**

\$109/Firefighter (list price)

NPP Pricing is between: \$99/Firefighter - \$75/Firefighter based on size of the department

**Law Enforcement Industry:**

\$ 99/Officer (list price)

NPP Pricing is between: \$89/Officer - \$49/Officer based on the size of the department

**Water/Wastewater Industry:**

\$109/Person (list price)

NPP Pricing is between: \$99/Person - \$75/Person based on the size of the organization

**Cities/Counties:**

\$59/Person (list price)

NPP Pricing is between: \$49/Person - \$15/Person based on the size of the organization

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

## **ATTACHMENT B**

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

### **PARTICIPATING AGENCIES**

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

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

## ATTACHMENT C

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

#### Client Agreement

This Client Agreement (the "Agreement"), effected as of the date noted in the attached Schedule A (the "Effective Date"), is by and between TargetSolutions Learning, LLC. ("TSL"), a Delaware limited liability company, and the undersigned client ("Client"), and governs the purchase and ongoing use of the services described in this Agreement (the "Services").

1. **Services.** TSL shall provide the following services:

1.1. **Access.** TSL will provide Client a non-exclusive, non-transferable, revocable, limited license to remotely access and use the Services hereunder and, unless prohibited by law, will provide access to any person designated by Client ("Users").

1.2. **Availability.** TSL shall use commercially reasonable efforts to display its content and coursework for access and use by Client's Users twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages and other outages beyond TSL's control.

1.3. **Help Desk.** TSL will assist Users as needed on issues relating to usage via e-mail, and a toll free Help Desk five (5) days per week at scheduled hours.

2. **Client's Obligations.**

2.1. **Compliance.** Client shall be responsible for Users' compliance with this Agreement, and use commercially reasonable efforts to prevent unauthorized access to or use of the Services.

2.2. **Identify Users.** Client shall (i) provide a listing of its designated/enrolled Users; (ii) cause each of its Users to complete a profile; (iii) maintain user database by adding and removing Users as appropriate.

2.3. **Future Functionality.** Client agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any public comments regarding future functionality or features.

3. **Fees and Payments.**

3.1. **Fees.** Client will pay for the Services in accordance with the fee schedule in Schedule A attached to this Agreement. Fees listed in Schedule A shall be increased by 3% per year both during the term of this Agreement, as well as for any renewal terms.

3.2. **Payments.** All fees due under this Agreement must be paid in United States dollars. Such charges will be made in advance, according to the frequency stated in Schedule A. TSL will invoice in advance, and such invoices are due net 30 days from the invoice date. All fees collected under this Agreement are fully earned when due and nonrefundable when paid.

3.3. **Suspension of Service for Overdue Payments.** Any fees unpaid for more than ten (10) days past the due date shall bear interest at 1.5% per month. With fifteen (15) days prior written notice, TSL shall have the right, in addition to all other rights and remedies to which TSL may be entitled, to suspend Client's Users'

access to the Services until all overdue payments are paid in full.

4. **Intellectual Property Rights.**

4.1. Client acknowledges that TSL alone (and its licensors, where applicable) shall own all rights, title and interest in and to TSL's software, website or technology, the course content, and the Services provided by TSL, as well as any and all suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client, and this Agreement does not convey to Client any rights of ownership to the same. The TSL name and logo are trademarks of TSL, and no right or license is granted to Client to use them.

4.2. Except as otherwise agreed in writing or to the extent necessary for Client to use the Services in accordance with this Agreement, Client shall not: (i) copy the course content in whole or in part; (ii) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer or in any way exploit the course content in whole or in part; (iii) embed the course content into other products; (iv) use any trademarks, service marks, domain names, logos, or other identifiers of TSL or any of its third party suppliers; or (v) reverse engineer, decompile, disassemble, or access the source code of any TSL software.

4.3. Client hereby authorizes TSL to share any intellectual property owned by Client ("User Generated Content") that its Users upload to the Community Resources section of TSL's website with TSL's 3<sup>rd</sup> party customers and users that are unrelated to Client ("Other TSL Customers"); provided that TSL must provide notice to Client's users during the upload process that such User Generated Content will be shared with such Other TSL Customers.

5. **Term.**

The term of this Agreement shall commence on the Effective Date, and will remain in full force and effect for the term indicated in Schedule A ("Term"). Upon expiration of the Initial Term, this agreement shall automatically renew for successive one (1) year periods (each, a "Renewal Term"), unless notice is given by either party of its intent to terminate the Agreement, at least sixty (60) days prior to the scheduled termination date.

6. **Mutual Warranties and Disclaimer.**

6.1. **Mutual Representations & Warranties.** Each party represents and warrants that it has full authority to enter into this Agreement and to fully perform its obligations hereunder.

6.2. **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

7. **Miscellaneous.**

7.1. **Limitation on Liability.** Except as it relates to claims related to Section 4 or Section 7.2 of this Agreement, (a) in no event shall either party be liable to the other, whether in contract, warranty, tort (including negligence) or otherwise, for special, incidental, indirect or consequential damages (including lost profits) arising out of or in connection with this Agreement; and (b) the total liability of either party for any and all damages, including, without limitation, direct damages, shall not exceed the amount of the total fees due to, or already paid to, TSL for the preceding twelve (12) months.

7.2. **Indemnification.** TSL shall indemnify and hold Client harmless from any and all claims, damages, losses and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third party claim that the Services or any component thereof infringes or violates any intellectual property right of any person.

7.3. **Force Majeure.** TSL shall have no liability for any failure or delay in performing any of its obligations pursuant to this Agreement due to, or arising out of, any act not within its control, including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws or regulations.

7.4. **No Waiver.** No waiver, amendment or modification of this Agreement shall be effective unless in writing and signed by the parties.

7.5. **Severability.** If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect.

7.6. **Entire Agreement.** This Agreement and its exhibits represent the entire understanding and agreement between TSL and Client, and supersedes all other negotiations, proposals, understandings and representations (written or oral) made by and between TSL and Client.



IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date set forth below.

TargetSolutions Learning, LLC

Client Name:

Address:

By:  \_\_\_\_\_  
CDDC00889B62472...  
Printed Name: Brandi Howe  
Title: Director of Account Management  
Date: 6/19/2020

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ATTACHMENT D**

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

**Vendor's Proposal**

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

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

**ATTACHMENT E**

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

**Purchaser's Request for Proposal**

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

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

## ATTACHMENT 2

**PUBLIC PROCUREMENT AUTHORITY**  
**SOFTWARE SOLUTIONS FOR GOVERNMENT SERVICES**  
**Solicitation Synopsis**  
**Solicitation No. 1620**

### **Intent**

The Public Procurement Authority (PPA) served as Lead Agency to solicit proposals for SOFTWARE SOLUTIONS FOR GOVERNMENT SERVICES. PPA works in cooperation with National Purchasing Partners “NPP” and its Government Division dba NPPGov, dba FireRescue GPO and dba Law Enforcement GPO (collectively hereinafter “NPPGov”), to service the PPA and NPPGov membership. The published Request for Proposal (RFP) contained provisions that permitted all members of PPA and NPPGov throughout the nation to “piggy-back” off the resulting Master Price Agreement.

### **Determination for issuing RFP vs. Sealed Bid**

PPA has determined that it is advantageous for PPA to procure SOFTWARE SOLUTIONS FOR GOVERNMENT SERVICES using the competitive RFP process rather than sealed bidding. Sealed bidding limits evaluation of offers solely to compliance with the requirements, provides no opportunity to compare the product and service offerings among the vendors, prohibits revision of the offers, and uses price as the predominate deciding factor. Such limitations prevent PPA from awarding the most advantageous contract(s) for PPA and its members.

### **Procedure**

PPA issued an RFP (1620) on October 26, 2016.

The RFP was published in the Daily Journal of Commerce on October 26, 2016.

The RFP was published in USA Today on November 2, 2016.

The RFP closed on December 12, 2016.

The RFP was awarded on April 27, 2017.

The RFP was posted to the following web sites: [www.nppgov.com](http://www.nppgov.com), [www.ppa-or.gov](http://www.ppa-or.gov), and [www.findrfp.com](http://www.findrfp.com)

The text of the published notice of solicitation is as follows:

**Public Procurement  
Authority (PPA)  
NOTICE OF  
SOLICITATION**

PPA intends to enter into a master price agreement for the procurement of the following products and services to PPA members and available to all members of the national cooperative purchasing program NPPGov ([www.nppgov.com](http://www.nppgov.com)):

- **Firefighting Equipment  
#1605**

- **Self-Contained  
Breathing Apparatus  
(SCBA) #1610**

- **Cloud Storage for  
Government Services  
#1615**

- **Software Solutions for  
Government Services  
#1620**

Responses due 5:00 pm PST  
December 12, 2016.

For information or a copy of the Request for Proposal contact PPA, Heidi Arnold at 855-524-4572, [questions@ppa-or.gov](mailto:questions@ppa-or.gov) or download at [www.ppa-or.gov](http://www.ppa-or.gov)

PPA received proposals from the following vendors:

1. One Step Solutions
2. Visual Labs
3. C3Sym, Inc.
4. Hyland Software
5. TargetSolutions Learning
6. Deccan International
7. Building Reports
8. Mutualink
9. Celedon Partners
10. Informer Systems
11. FATPOT Technologies

A copy of the log for proposals received is attached hereto.

Proposals were evaluated by PPA based on the criteria contained in the RFP and the following successful proposers were selected:

**National:**

- Building Reports
- Celedon Partners
- Deccan International
- FATPOT Technologies

- Hyland Software
- Informer Systems
- Mutualink
- TargetSolutions Learning

## **Evaluation**

The evaluation was based on the following criteria as described in the RFP (weighted):

<b>Component Evaluated</b>	<b>Weight</b>
<u>Pricing</u> : Product price analysis and discounts proposed including favorable pricing for cooperative purchasing	25
<u>Product Line (by category)</u> : Breadth, variety, quality of product line and warranties available.	15
<u>Marketing</u> : The Proposer's marketing plan to promote the resulting contractual agreement and ability to incorporate use of agreement in their sales system throughout indicated coverage region.	15
<u>Customer Service</u> : Support dedicated to Lead Contracting and Participating Agencies. Ability to conduct e-commerce and meet promised delivery timelines. Additional services offered.	15
<u>Coverage</u> : Ability to provide products and services for indicated coverage region including distribution, retail & service facilities, coordination of manufacturer and distribution, and staff availability. <i>*Note Exhibit 1 from PPW</i>	15
<u>Proven Experience &amp; References</u> : Proposer's success in providing products and services in a timely manner including Past Performance Information (PPI) review.	10
<u>Conformance</u> : Completeness of proposal and the degree to which the Proposer responds to the terms and all requirements of the RFP requirements and specifications.	5

<b><u>TOTAL</u></b>	100
---------------------	-----

### **Pricing Structure**

*Building Reports:* Proposer provided a fixed price and discount off list price structure. See Price List Attachment in the resulting Master Price Agreement.

*Celedon Partners:* Proposer provided a fixed price and tiered discount structure. See Price List Attachment in the resulting Master Price Agreement.

*Deccan International:* Proposer provided a fixed price and tiered discount structure. See Price List Attachment in the resulting Master Price Agreement.

*FATPOT Technologies:* Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

*Hyland Software:* Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

*Informer Systems:* Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

*Mutuallink:* Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

*TargetSolutions Learning:* Proposer provided a fixed price and tiered discount structure. See Price List Attachment in the resulting Master Price Agreement.

### **Additional Information**

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

Bruce Busch, Senior VP and Legal Counsel  
bruce.busch@mynpp.com  
(206) 494-4556  
www.nppgov.com

**AFFIDAVIT OF MAILING**

STATE OF Oregon            )  
  ) ss.  
COUNTY OF Washington    )

I, Kim Brown, being first duly sworn on oath, depose and state that I am an Assistant Contract Manager for Public Procurement Authority, a government entity performing public procurement functions. On this 25 day of Oct., 2016, I caused to be deposited in the United States mail at Wilsonville, Washington County, Oregon, with first class postage prepaid, one each copy of the attached NOTICE OF SOLICITATION for the MASTER AGREEMENT FOR SOFTWARE SOLUTIONS FOR GOVERNMENT SERVICES to the following addresses:

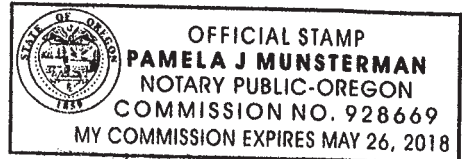
<b>Action Training Systems</b> 1040 NE Hostmark St Ste 100 Poulsbo, WA 98370-7337	<b>Deccan International</b> 5935 Cornerstone Ct. West Ste 230 San Diego, CA 92121	<b>ESRI</b> Brian Lantz 8615 Westwood Center Drive Vienna, VA 22182
<b>BEC Technologies, Inc.</b> Liza Hutton 3301 Matrix Drive Suite 200 Richardson, TX 75082	<b>Digitech Computer</b> 480 Bedford Road Building 600 2 <sup>nd</sup> Floor Chappaqua, NY 10514	<b>ESRI</b> Ivan Konermann 3325 Springbank Lane Ste 200 Charlotte, NC 28226-3343
<b>Bluetracs</b> Dan Abert 4900 Ritter Rd. Suite 1000 Mechanicsburg, PA 17055	<b>DLT Solutions LLC</b> Brad Marshall 2411 Dulles Corner Park Suite 800 Herndon, VA 20171	<b>Fatpot</b> Becky Ward 655 Medical Drive Ste 100 Bountiful, UT 84010
<b>Building Reports</b> 1325 Satellite Boulevard Suite 1607 Suwanee, GA 30024	<b>En Pointe Technologies</b> Dale Phelps 1940 E. Mariposa Ave El Segundo, CA 90245	<b>FDM Software, Ltd.</b> 949 West 3 <sup>rd</sup> Street Ste 113 North Vancouver, BC V7P3P7 Canada
<b>Callback Staffing Solutions</b> 1867 Williams Hwy #211 Grants Pass, OR 97527	<b>ESO Solutions</b> 9020 N Capital of Texas Hwy Ste 2-300 Austin, TX 78759	<b>FIREHOUSE Software</b> 2900 100 <sup>th</sup> St. Suite 309 Urbandale, IA 50322
<b>Coelo Company of Design</b> Douglas Baily PO Box 2292 Corvallis, OR 97339	<b>ECM2</b> 1008 Corporate Lane Export, PA 15362	<b>First In by Westnet</b> 15542 Chemical Lane Huntington Beach, CA 92649
<b>COMPU-DATA International, LLC</b> Carlos Gutierrez 2203 Timberloch Place Suite 100 The Woodlands, TX 77380	<b>Emergency Reporting</b> 851 Coho Way Ste 307 Bellingham, WA 98225	<b>Hiperweb</b> Kelly Ball 3855 Shallowford Rd Ste 325 Marietta, GA 30062
<b>Data911 Computer Systems</b> 2021 Challenger Drive Alameda, CA 94501	<b>emsCharts</b> 125 Warrendale Bayne Road Suite 100 Warrendale, PA 15086	<b>Hyland Software</b> Lisa McNeeley 28500 Clemens Road Westlake, OH 44145



<p><b>lamResponding</b> Daniel Seidberg PO Box 93 Dewitt, NY 13214</p>	<p><b>Moderas</b> Chris Thompson 7 Kalmia Drive Glenville, NY 12302</p>	<p><b>Schedule Express</b> Mark Musick 560 South Winchester Blvd Suite 500 San Jose, CA 95128</p>
<p><b>Imagetrend Inc</b> Trisha Moline 20855 Kensington Blvd. Lakeville, MN 55044</p>	<p><b>One Step</b> 171 Weld Street PO Box 1124 Parksville, BC V9P2H2 Canada</p>	<p><b>Softmart</b> Jen Hadler 450 Acorn Lane Downington, PA 19335</p>
<p><b>Kronos</b> 50 Corporate Park Irvine, CA 92606-5105</p>	<p><b>OnScene Technologies, Inc.</b> Erik Endress 19 Spear Road Suite 310 Ramsey, NJ 07446</p>	<p><b>Spidr Tech</b> Rahul Sidhu 1407 Broadway 24<sup>th</sup> Floor New York, NY 10018</p>
<p><b>Lexipol</b> Dennis Lata 6B Liberty Suite 200 Aliso Viejo, CA 92656</p>	<p><b>Opportunity Space</b> Alexander Kapur 21 Drydock Avenue 6<sup>th</sup> Floor Boston, MA 02210</p>	<p><b>Spillman Technologies Inc</b> Cathy Thompson 4625 Lake Park Blvd. Salt Lake City, UT 84120</p>
<p><b>LiveStories</b> EA Weymuller 1904 3<sup>rd</sup> Ave Suite 100 Seattle, WA 98101</p>	<p><b>Penton Media</b> Michael Keating 6190 Powers Ferry Rd., NW Suite 320 Atlanta, GA 30339</p>	<p><b>StreetWise CADlink</b> 249 Normandy Road Mooresville, NC 28117</p>
<p><b>McKesson Business Performance Services</b> 5995 Windward Parkway Alpharetta, GA 30005</p>	<p><b>Penton Public Infrastructure</b> Matt Welty 9160 Powers Ferry NW Suite 320 Atlanta, GA 30339</p>	<p><b>Sunflower Systems</b> Robert Kaehler 2420 Camino Ramon Suite 130 San Ramon, CA 94583</p>
<p><b>MedaPoint</b> Scott Streicher 3005 South Lamar Blvd Suite D109-136 Austin, TX 78704</p>	<p><b>Power DMS</b> Tim Gunther 101 S. Garland Ave Ste 300 Orlando, FL 32801</p>	<p><b>Tableau</b> 837 North 34<sup>th</sup> Street Suite 200 Seattle, WA 98103</p>
<p><b>Medic-CE.com, LLC</b> PO Box 540141 Houston, TX 77254</p>	<p><b>SaiTech Inc</b> 10411 Motor City Drive Suite 670 Bethesda, MD 20817</p>	<p><b>Target Solutions</b> Phil Coons 10805 Rancho Bernado Road Suite 200 San Diego, CA 92127</p>
<p><b>MobileEyes</b> PO Box 3395 Peachtree City, GA 30269</p>	<p><b>Salamander Technologies</b> 122 W State St Traverse City, MI 49684</p>	<p><b>Tyler Technologies</b> 840 W. Long Lake Rd Troy, MI 48098</p>
<p><b>Incident Response Technologies, Inc.</b> Kacy Greene 5445 DTC Parkway, Penthouse 4 Greenwood Village, CO 80111</p>		

*Kim Brown*

SUBSCRIBED AND SWORN TO before me this 25<sup>th</sup> day of October, 2016 by  
Kim Brown.



A handwritten signature in black ink, appearing to be 'D. M. A.', written over a horizontal line.

NOTARY PUBLIC in the State of Oregon  
Residing at Shelwood OR  
My commission expires: 5-26-2018

AFFIDAVIT OF PUBLICATION

# DJC



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

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

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

**Case Number: NOT PROVIDED**  
**PRODUCTS AND SERVICES**

**Public Procurement Authority (Ppa); Bid Location Portland, OR, Multnomah County; Due 12/12/2016 at 05:00 PM**

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

10/26/2016

State of Oregon  
County of Multnomah

SIGNED OR ATTESTED BEFORE ME  
ON THE 20th DAY OF June, 2017

Michelle Ropp

Notary Public-State of Oregon



**PUBLIC PROCUREMENT AUTHORITY (PPA) PRODUCTS AND SERVICES**  
**Responses due 5:00pm, December 12, 2016**  
**NOTICE OF SOLICITATION**  
 PPA intends to enter into a master price agreement for the procurement of the following products and services to PPA members and available to all members of the national cooperative purchasing program National Purchasing Partners, LLC ("NPPGov").

- Firefighting Equipment #1605**
- Self-Contained Breathing Apparatus (SCBA) #1610**
- Cloud Storage for Government Services #1615**
- Software Solutions for Government Services #1620**

**Responses due 5:00 pm December 12, 2016**  
 For information or a copy of the Request for Proposal contact PPA, Heidi Arnold at 855-524-4572, questions@ppa-or.gov or download at www.ppa-or.gov  
 Published Oct. 26, 2016. 11196171

**Heidi Arnold**  
**Public Procurement Authority**  
25030 SW Parkway Ave Ste 330  
Wilsonville, OR 97070-9609

Order No.: 11196171  
Client Reference No:



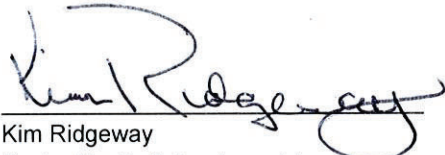
November 9, 2016

To Whom It May Concern:

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

The ad for Public Procurement Authority was published in said newspaper on November 2, 2016..

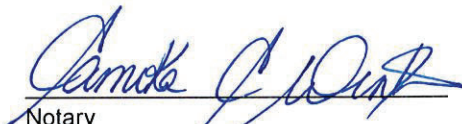
---

  
Kim Ridgeway  
Senior Media Sales Associate

State of Florida  
County of Pinellas

On this 9<sup>th</sup> day of November, I attest that the attached document is a true, exact, complete, and unaltered  
tearsheet.

**CAMIKA C. WINTER**  
Notary Public, State of Florida  
My Comm. Expires Aug 07, 2018  
No. **RP 110232**

  
Notary





RFP PROPOSAL RECEIPT LOG

**Solicitation #1620 – Software Solutions for Government Services**

Due Date: December 12, 2016

Time: 5:00 pm. PST

Public Procurement Authority (PPA) has received the following responses to the solicitation listed above.

Name	<u>One Step Solutions</u>	Date & Time	<u>11/22/16 3:00 pm</u>
Shipping Carrier	<u>UPS</u>	Notes	_____
Name	<u>Visual Labs</u>	Date & Time	<u>12/9/16 4:00 pm</u>
Shipping Carrier	<u>USPS</u>	Notes	_____
Name	<u>C3 Sym, Inc</u>	Date & Time	<u>12/12/16 11:00 am</u>
Shipping Carrier	<u>Hand delivered</u>	Notes	_____
Name	<u>On Base/Hyland</u>	Date & Time	<u>12/12/16 10:00 am</u>
Shipping Carrier	<u>Fed Ex</u>	Notes	_____
Name	<u>Target Solutions</u>	Date & Time	<u>12/12/16 10:00 am</u>
Shipping Carrier	<u>Fed Ex</u>	Notes	_____
Name	<u>Deccan Intl</u>	Date & Time	<u>12/12/16 10:00 am</u>
Shipping Carrier	<u>Fed Ex</u>	Notes	_____

*I hereby certify that the above proposals were received prior to the due date and time listed:*

Signed Heidi Arnold  
 Printed Heidi Arnold  
 Date Dec 12, 2016

Witnessed by Kelsey Jones  
 Printed Kelsey Jones  
 Date 12/12/16

Note: PPA Staff will initial each entry and note the last response received, lining out the remaining spaces.



RFP PROPOSAL RECEIPT LOG

**Solicitation #1620 – Software Solutions for Government Services**

Due Date: December 12, 2016

Time: 5:00 pm. PST

Public Procurement Authority (PPA) has received the following responses to the solicitation listed above.

Name Building Reports Date & Time 12/12/16 10:00 am

Shipping Carrier Fed Ex Notes \_\_\_\_\_

Name Mutual Link Date & Time 12/12/16 9:25 am

Shipping Carrier UPS Notes \_\_\_\_\_

Name Celedon Partners Date & Time 12/12/16 9:25 am

Shipping Carrier UPS Notes \_\_\_\_\_

Name Mark Music Date & Time 12/13/16 9:00 am

Shipping Carrier UPS Notes \_\_\_\_\_

Name Fat pot Technologies Date & Time 12/13/16 9:00 am

Shipping Carrier UPS Notes \_\_\_\_\_

Name \_\_\_\_\_ Date & Time \_\_\_\_\_

Shipping Carrier \_\_\_\_\_ Notes \_\_\_\_\_

*I hereby certify that the above proposals were received prior to the due date and time listed:*

Signed \_\_\_\_\_

Witnessed by \_\_\_\_\_

Printed \_\_\_\_\_

Printed \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Note: PPA Staff will initial each entry and note the last response received, lining out the remaining spaces.

## **Intergovernmental Cooperative Purchasing Agreement**

This Intergovernmental Agreement (Agreement) is by and between the “Lead Contracting Agency” and participating government entities (“Participating Agencies”), that are members of National Purchasing Partners (“NPP”), including members of FireRescue GPO and Public Safety GPO, that agree to the terms and conditions of this Agreement. The Lead Contracting Agency and all Participating Agencies shall be considered as “parties” to this agreement.

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

WHEREAS, NPP provides group purchasing, marketing and administrative support for governmental entities. NPP’s marketing and administrative services are free to its membership, which includes participating public entities and nonprofit institutions throughout North America.

WHEREAS, NPP has instituted a cooperative purchasing program under which member Participating Agencies may reciprocally utilize competitively solicited Master Price Agreements awarded by the Lead Contracting Agency;

WHEREAS, the Master Price Agreements provide that all qualified government 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;

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 Price Agreements;

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 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 satisfy 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. A "procuring party" is defined as the Lead Contracting Agency or any Participating Agency that desires to purchase from the Master Price Agreements awarded by the Lead Contracting Agency.
- b. Each procuring party shall be solely responsible for their own purchase of goods and services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation of law or contract by a procuring party, and the procuring party shall hold non-procuring parties and all unrelated 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 Price Agreement.
- d. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
- e. The cooperative use of bids, proposals or price agreements obtained by a party to this Agreement shall be in accordance with the terms and conditions of the bid, proposal or price agreement, except as modified where otherwise allowed or required by applicable law, and does not relieve the party of its other solicitation 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 “Lead Contracting Agency”

**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.

**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.

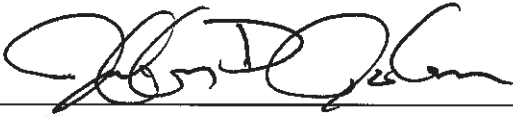
**THIS INSTRUMENT HAS BEEN EXECUTED IN TWO OR MORE ORIGINALS BY EXECUTION AND ATTACHMENT OF “THE LEAD CONTRACTING AGENCY ENDORSEMENT AND AUTHORIZATION” OR “PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION,” AS APPLICABLE. ONCE EXECUTED, IT IS THE RESPONSIBILITY OF EACH PARTY TO FILE THIS AGREEMENT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

**PUBLIC PROCUREMENT AUTHORITY  
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of the Public Procurement Authority (“Lead Contracting Agency”) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the Public Procurement Authority to Participating Agencies locally, regionally, and nationally through NPP. Copies of Master Price Agreements and any amendments thereto made available by the Public Procurement Authority 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 Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agencies.

The undersigned affirms that he/she is an agent of the Public Procurement Authority and is duly authorized to sign this Public Procurement Authority Endorsement and Authorization.



Date: 2-13-2014

BY: Jeffrey D. Johnson  
ITS: Administrator/Board Member

**Public Procurement Authority Contact Information:**

Contact Person: Heidi Chames  
Address: 25030 SW Parkway Ave., Suite 330  
Wilsonville, OR 97070  
Telephone No.: 855-524-4572  
Email: questions@procurementauthority.org

**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 Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the Lead Contracting Agency 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 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.

\_\_\_\_\_  
BY: \_\_\_\_\_  
ITS: \_\_\_\_\_

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

**Participating Agency Contact Information:**

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone No.: \_\_\_\_\_

Email: \_\_\_\_\_

# NOTICE OF SOLICITATION

## PUBLIC PROCUREMENT AUTHORITY

RFP NUMBER 1620

### SOLICITATION FOR: SOFTWARE SOLUTIONS FOR GOVERNMENT SERVICES

Notice is hereby given that the Public Procurement Authority will accept sealed proposals for **SOFTWARE SOLUTIONS FOR GOVERNMENT SERVICES** at the address listed below, until **5:00 PM PST** on **DECEMBER 12, 2016**. Those proposals will be for the Public Procurement Authority and members of National Purchasing Partners Government Division (“NPPGov”) across the nation, including but not limited to governmental units incorporated by “ATTACHMENT H” of the Request for Proposal (RFP), WIPHE members identified in “ATTACHMENT G” of the RFP, as well as government units in all other states (collectively, “Participating Agencies”). Significant sales potential exists because the resulting Master Price Agreement for national proposers will include piggy backing language that permits use of the Master Price Agreement nationwide without the need for Participating Agencies to duplicate the formal solicitation process and expend staff resources and funds.

All Proposals must be signed, sealed and addressed to:

**Mailing Address:**

**PPA SOFTWARE SOLUTIONS FOR GOVERNMENT SERVICES RFP #1620**

**Public Procurement Authority  
c/o Heidi Arnold, Contract Manager  
25030 SW Parkway Ave.  
Suite 330  
Wilsonville, OR 97070**

**NOTE: THE PUBLIC PROCUREMENT AUTHORITY WILL NOT ACCEPT PROPOSAL ENVELOPES WITH INSUFFICIENT POSTAGE.**

INQUIRIES:

**PPA SOFTWARE SOLUTIONS FOR GOVERNMENT SERVICES RFP #1620**

**Public Procurement Authority  
c/o Heidi Arnold  
25030 SW Parkway Ave.  
Suite 330  
Wilsonville, OR 97070**

**855-524-4572 or [questions@ppa-or.gov](mailto:questions@ppa-or.gov)**

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

**NOTE: PUBLIC PROCUREMENT AUTHORITY PUBLISHES NOTICES OF SOLICITATION IN THE OREGON DAILY JOURNAL OF COMMERCE, USA TODAY AND ONLINE AT [www.ppa-or.gov](http://www.ppa-or.gov), [www.findrfp.com](http://www.findrfp.com) and [www.nppgov.com](http://www.nppgov.com)**

REQUESTS FOR PROPOSALS (RFP's) ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING ONLINE AT [www.ppa-or.gov](http://www.ppa-or.gov), [www.findrfp.com](http://www.findrfp.com) and [www.nppgov.com](http://www.nppgov.com)

# **PUBLIC PROCUREMENT AUTHORITY**

## **SOFTWARE SOLUTIONS FOR GOVERNMENT SERVICES**

### **REQUEST FOR PROPOSAL**

**RFP NUMBER 1620**

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**ATTACHMENTS:**

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### **IMPORTANT**

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

SOLICITATIONS FOR: **SOFTWARE SOLUTIONS FOR GOVERNMENT SERVICES**

**1.0 INTENT:**

1.1 GENERAL INTENT

The Public Procurement Authority (“PPA”) serves as the “Lead Contracting Agency” for this solicitation on behalf of its members, and as authorized by the PPA Intergovernmental Agreement, which is an

agreement for intergovernmental cooperation among select local Oregon governments and recognized under ORS Chapter 190. PPA, in association with the members of National Purchasing Partners, LLC dba NPPGov (hereinafter referred to as “NPPGov”), comprises a cooperative procurement group. NPPGov membership includes government entities, non-profit organizations across the nation, members of FireRescue GPO and Law Enforcement GPO, Hawaii, Idaho and Oregon local government units (ATTACHMENT H), and WIPHE members (ATTACHMENT G), as well as all other government units in all other states, as authorized under the terms of the Intergovernmental Cooperative Purchasing Agreement executed by all Lead Contracting and Participating Agencies (the foregoing list of entities hereinafter referred to as “Participating Agencies”). This procurement group is soliciting proposals from qualified companies (hereinafter referred to as “Proposer”) to enter into a Master Price Agreement for SOFTWARE SOLUTIONS FOR GOVERNMENT SERVICES.

The intent of this Interstate Cooperative Procurement Solicitation (hereinafter referred to as “Solicitation” or “RFP”) is to invite Proposers to submit a competitive pricing proposal offering SOFTWARE SOLUTIONS FOR GOVERNMENT SERVICES to PPA, which will then be made available to NPPGov members locally and nationwide; to reduce expenses by eliminating multiple requests for proposals and multiple responses by Vendors; and to obtain discounted pricing through volume purchasing. Significant sales potential exists because the Master Price Agreement will be used nationwide without the need for Participating Agencies to duplicate the formal solicitation process and expend staff resources. Preferably, the successful Proposer will provide its entire catalog of products and/or services in order that Participating Agencies who wish to access the Master Price Agreement may order a broad range of goods and services as needed.

With the exception of successful local Proposer(s) capable of servicing PPA and Participating Agencies within the state of Oregon, successful Proposer(s) should have a strong national presence for SOFTWARE SOLUTIONS FOR GOVERNMENT SERVICES for use by government agencies nationwide.

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

## 1.2 POTENTIAL MARKET

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

Proposer’s response should also take into consideration the considerable market potential for this Solicitation. Because the successful proposal will be incorporated into a nationwide purchasing program including thousands of local government participants, the PPA believes that contracts created from this Solicitation will provide vendors with a significant market advantage. Members of NPPGov, FireRescue GPO and Law Enforcement GPO and current vendors who participate in the program indicate the ability to shorten the sale cycle by eliminating the need to complete individual RFP processes is a significant advantage to participation.

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

### 1.3 REQUIREMENTS

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

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

- 1.3.2 Each Participating Agency shall execute a Participating Agency Endorsement and Authorization included in the Intergovernmental Cooperative Purchasing Agreement. While the terms of the Master Price Agreement shall govern the general pricing terms, each Participating Agency may request modification of the Master Price Agreement in accordance with each Participating Agency's state and/or local purchasing laws, rules, regulations and procedures, provided said modifications are not material changes. Each Participating Agency may, at its discretion, and upon written agreement by the Participating Agency and Successful Proposer, request additional legal and procedural provisions not included herein that the successful Proposer must adhere to if it wishes to conduct business with said Participating Agency using the Master Price Agreement.
- 1.3.3 NPPGov, FireRescue GPO and Law Enforcement GPO provide vendor exposure/marketing and contract utilization support for the successful Proposer's products and services. Successful Proposers servicing the awarded contract to Participating Agencies shall pay a Contract Administration Fee representing 1% percent of actual net sales under the Master Price Agreement as established in the NPPGov Vendor Administration Agreement (available upon request). Administration fee may not be listed or charged as a separate line item to users of the contract. The value of trade-ins or rebates shall not affect the amount of the administration fee paid to NPPGov. A portion of the 1% fee may be paid to the Western Fire Chiefs Association pursuant to agreements with NPPGov, Fire Rescue GPO, and Law Enforcement GPO for distribution to the relevant fire chiefs association where the purchase was made.

### 1.4 MULTIPLE AWARDS

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



nationwide responsive proposals may be awarded simultaneously in the best interests of local commerce, compliance with local laws, and the Participating Agencies nationwide.

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

1.5 CONTRACT USAGE

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

1.6 BACKGROUND OF NPPGov

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

1.7 EQUAL OPPORTUNITY

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

1.8 QUALIFIED REHABILITATION FACILITIES

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

**2.0 SCOPE OF WORK:**

2.1 REQUIREMENTS OF PROPOSERS SUBMITTING A RESPONSE:

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

2.1.1 PROPOSER COMMITMENTS

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

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

2.2 PRODUCTS AND SERVICES:

- 2.2.1 Provide a description of the SOFTWARE SOLUTIONS FOR GOVERNMENT SERVICES offered as set forth in ATTACHMENT C. The primary objective is for the Proposer(s) to provide the Proposer(s)'s entire catalog of products and services ("catalog discount") that are responsive to this RFP so that Participating Agencies may order a broad range of products and services as appropriate for their needs.
- 2.2.2 All products offered must be new, unused and most current product lines, unless otherwise clearly identified as remanufactured goods.
- 2.2.3 Describe any special programs that Proposer offers that shall improve the ability of the Participating Agencies to access the products, such as retail store availability, expedited delivery intervals, item sourcing, or other unique plans and services.
- 2.2.4 Additional Benefits: Proposer shall identify any other added value it offers to the Public Procurement Authority ("PPA") and Participating Agencies (e.g. convenience cards, individual/member discounts, additional admin fee, etc.)

### 2.3 PRICING:

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

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

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

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

If proposers are responding with option "B", proposers may request price increases based on manufacturer costs, cost of labor and/or materials that must be supported by appropriate documentation. If PPA agrees to the price modification, PPA may approve in writing, including electronic mail, without the need for a written amendment to the Master Price Agreement.

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

2.3.5 If applicable, please describe any discounts offered to individual employees or volunteers of the PPA or a Participating Agency.

2.4 TAX:

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

**3.0 SPECIAL TERMS & CONDITIONS:**

3.1 MASTER PRICE AGREEMENT TERM:

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

3.2 MASTER PRICE AGREEMENT ACCESS PROVISIONS

Utilization of the Master Price Agreement will be at the discretion of the Public Procurement Authority (“PPA”) and Participating Agencies. The PPA shall be under no obligation to purchase off of the Master Price Agreement. Assuming all local competitive solicitation requirements have been met, Participating Agencies may purchase directly from the successful Proposer(s) without the need for further solicitation.

3.3 INDEMNIFICATIONS AND INSURANCE:

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

3.3.1 Indemnification

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

3.3.2 Insurance Requirements.

Proposer(s), at Proposer(s)’s own expense, shall purchase and maintain the herein stipulated minimum insurance from a reputable company or companies duly licensed by the State of Oregon. In lieu of State of Oregon licensing, the stipulated insurance may be purchased from a company or companies that are authorized to do business in the State of Oregon, provided that said insurance companies meet the approval of the PPA.

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

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

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

The policies required hereunder, except Workers’ Compensation, shall contain a waiver of

transfer of rights of recovery (subrogation) against the PPA, its agents, representatives, officers, directors, officials and employees for any claims arising out of Proposer(s)'s work or service.

3.3.3 Commercial, automobile and workers' compensation insurance.

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

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

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

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

**4.0 SCHEDULE, RESPONSE PREPARATION AND SUBMISSION**

4.1 SCHEDULE OF EVENTS

4.1.1 Publication of Request for Proposal

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

**Solicitation Notice Publications: October 26, 2016; November 2, 2016**

4.1.2 Question and Answer period

The PPA will post questions and answers concerning this Solicitation no later than 14 days prior to the proposal due date. All questions shall be submitted in writing via email to Heidi Arnold, Contract Manager, at [questions@ppa-or.gov](mailto:questions@ppa-or.gov). The PPA reserves the right to accept and answer questions after the question and answer period has expired. All questions and answers will be posted with the original solicitation on the PPA website at [www.ProcurementAuthority.org](http://www.ProcurementAuthority.org).

4.1.3 Submission of Proposals

There will be no mandatory pre-proposal meeting. All questions must be submitted via email as directed above. If necessary, questions can be submitted in writing to Public Procurement Authority, c/o Heidi Arnold, 25030 SW Parkway Avenue, Suite 330, Wilsonville, OR 97070 or [questions@ppa-or.gov](mailto:questions@ppa-or.gov).

Close date: Deadline for submission of proposals is **5:00 PM PST, on December 12, 2016.** The

PPA must receive all proposals before **5:00 PM PST** on the above closing date in the office of the Public Procurement Authority, c/o Heidi Arnold, Contract Manager, 25030 SW Parkway Avenue, Suite 330, Wilsonville, OR 97070.

**Approximate opening date: 9:00 AM PST on December 13, 2016** at the office of the Public Procurement Authority, c/o Heidi Arnold, 25030 SW Parkway Avenue, Suite 330, Wilsonville, OR 97070.

**Proposal selection and negotiation: December 13, 2016 to January 16, 2017.**

**Approximate award date: February 1, 2017.**

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

4.1.4 Withdrawal of Proposal

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

4.2 REVIEW, INQUIRIES AND NOTICES:

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

**Public Procurement Authority  
25030 SW Parkway Ave.  
Suite 330  
Wilsonville, OR 97070**

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

**Public Procurement Authority  
c/o Heidi Arnold  
25030 SW Parkway Ave.  
Suite 330  
Wilsonville, OR 97070**

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

Heidi Arnold, 855-524-4572

**Email inquiries shall be addressed to:**

**[questions@ppa-or.gov](mailto:questions@ppa-or.gov)**

**Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on the PPA.**

4.2.2 Proposal Interpretation of the RFP Documents and Issuance of Addenda

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

**Public Procurement Authority  
c/o Heidi Arnold  
25030 SW Parkway Ave.  
Suite 330  
Wilsonville, OR 97070**

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

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

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

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

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

**PPA SOFTWARE SOLUTIONS FOR GOVERNMENT SERVICES RFP #1620  
Public Procurement Authority  
c/o Heidi Arnold, Contract Manager  
25030 SW Parkway Ave.  
Suite 330  
Wilsonville, OR 97070**

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

#### 4.4 EXCEPTIONS AND DEVIATIONS TO THE RFP

The Proposer shall identify and list all exceptions taken to all sections of this RFP and list these exceptions, referencing the section (paragraph) where the exception exists and stating the proposed revision. The Proposer shall list these exceptions under the heading, "Exception to the Solicitation, RFP Number 1620." Exceptions not listed under the heading "Exception to the Solicitation, RFP Number 1620." shall be considered invalid. The PPA reserves the right to reject exceptions, render the proposal non-responsive, enter into negotiation on any of the Proposer exceptions, or accept any or all exceptions.

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

#### 4.5 RESPONSE FORMAT AND CONTENT:

To aid in the evaluation, it is desired that all proposals follow the same general format. The proposals are

to be submitted in binders and have sections tabbed as follows:

- 4.5.1 Letter of Transmittal
- 4.5.2 Table of Contents
- 4.5.3 Short introduction and executive summary. This section shall contain an outline of the general approach utilized in the proposal.
- 4.5.4 The proposal should contain a statement of all of the programs and services proposed, including conclusions and generalized recommendations. Proposals should be all-inclusive, detailing the Proposer's best offer. Additional related services should be incorporated into the proposal, if applicable.
- 4.5.5 Qualifications – This section shall describe the Proposer's ability and experience related to the programs and services proposed.
- 4.5.6 Exceptions to the Solicitation, RFP Number 1620.
- 4.5.7 PRICING SCHEDULE (“ATTACHMENT D”).
- 4.5.8 PROPOSER PROFILE WORKBOOK (“ATTACHMENT B”).
- 4.5.9 Complete, Current Catalog Pricing shall be submitted on a USB flash drive.
- 4.5.10 Format Proposal to specifically address each individual sub-section and sub-set of the SCOPE OF WORK (Section 2.0).
- 4.5.11 Signed Addenda, if any.
- 4.5.12 Proposal Final Certification.

## **5.0 EVALUATION AND POST SUBMISSION**

### **5.1 EVALUATION OF PROPOSAL – SELECTION FACTORS:**

A Proposal Evaluation Committee will be appointed by the Public Procurement Authority (“PPA”) on behalf of its membership to evaluate each Proposal and prepare a scoring of each Proposal. Each Proposal received and reviewed shall be awarded points under each criterion solely on the judgment and determination of the Evaluation Committee and the PPA. There is a maximum score of 500 points and Proposer's average total score must be at least 200 points for consideration of an award. Proposals will be evaluated on the following criteria and further defined in the Proposal Evaluation Form (ATTACHMENT E) utilizing the point system indicated on the form:

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

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

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

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

- 5.1.1.2 Pursuant to ORS 279A.120, Lead Contracting Agency shall give preference to goods and services that have been manufactured or produced within the State of Oregon if price, fitness, availability and quality are otherwise equal; and the Lead Contracting Agency shall add a percent increase to the proposal of a nonresident Proposer equal to the percent, if any, of the preference given to the Proposer in the state in which the Proposer resides. All Proposers shall identify the state to which it is a resident bidder.
- 5.1.1.3 Lead Contracting Agency shall consider proposals for printing, binding and stationary work in accordance with ORS 282.210, incorporated herein by this reference.
- 5.1.1.4 Proposer shall comply with all federal, state and local laws applicable to the work under the Master Price Agreement awarded as a result of this Solicitation, including, without limitation, the provisions of ORS 279A and ORS 279B, including those provisions set forth on "ATTACHMENT F", attached hereto and incorporated herein by this reference.
- 5.1.1.5 Pursuant to Section 1.7, the Lead Contracting Agency encourages Minority and Women-owned Small Business Proposers to submit proposals.

## 5.2 RIGHT OF PUBLIC PROCUREMENT AUTHORITY TO AWARD OR REJECT PROPOSALS

- 5.2.1 The Request for Proposal does not commit the PPA to award a Master Price Agreement for the products or services specified within the Request for Proposal document. The PPA may cancel the procurement or reject any or all proposals in accordance with ORS 279B.100. Under no circumstance will the PPA pay the costs incurred in the preparation of a response to this request.
- 5.2.2 The PPA reserves the right to:
  - 5.2.2.1 Accept or reject any or all proposals received as a result of the Request for Proposals;
  - 5.2.2.2 Negotiate any contractual terms and conditions with any qualified Proposer(s);
  - 5.2.2.3 Accept a proposal and subsequent offers for a Master Price Agreement from other than the lowest cost proposer;
  - 5.2.2.4 Waive or modify any irregularities in proposals received after prior notifications to the Proposer(s).
- 5.2.3 The award, if there is one, will be made to that Proposer(s) who is determined to be the most qualified, responsible and responsive within a competitive price range based upon the evaluation of the information furnished under this RFP.

## 5.3 PROTEST PROCESS

A prospective Proposer may protest the procurement process of the Solicitation for an Agreement solicited under ORS 279B. Before seeking judicial review, a prospective Proposer must file a written protest with the PPA and exhaust all administrative remedies. Written protests must be delivered to the PPA at 25030 SW Parkway Avenue, Suite 330, Wilsonville, OR 97070 not less than ten (10) days prior to the date upon which all proposals are due. The written protest shall contain a statement of the desired changes to the procurement process or Solicitation document that the protester believes will remedy the conditions upon which the protest is based. The PPA shall consider the protest if it is timely filed and meets the conditions set forth in ORS 279B.405. The PPA shall respond pursuant to ORS 279B.405. If the PPA upholds the protest, in whole or in part, the PPA may in its sole discretion either issue an Addendum reflecting its disposition or cancel the procurement or solicitation. The PPA may extend the due date of proposals if it determines an extension is necessary to consider and respond to the protest.



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

5.4 NON-ASSIGNMENT

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

5.5 POST AWARD MEETING:

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

5.6 PROPOSAL FINAL CERTIFICATION

The Proposer must certify the following:

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

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

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

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

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

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

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

## **ATTACHMENT A**

### **INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

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

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

## ATTACHMENT B

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

- 1.0 General questions** *(Section 1.1 only to be completed by vendors with a national presence; i.e. vendors with a sales territory in 25 states or more).*
- 1.1 The “Yes” or “No” questions below are to help evaluators familiarize themselves with national vendors. Circle “Yes” or “No” as it applies to your company.
- ✓ Do you have a national sales force adequate in size to meet the demands of multiple agencies and their unique needs for the products and services listed herein?  
Yes or No
  - ✓ Do you have a national distribution network that will support sales resulting from this RFP?  
Yes or No
  - ✓ Can you provide product availability to meet the requirements for materials and services listed herein for government and nonprofit agencies nationwide in a timely manner?  
Yes or No
  - ✓ Does your company have the ability to provide toll-free telephone/fax access, and an online presence?  
Yes or No
  - ✓ Can you provide a single point of contact (National Account Manager) to interact with the lead agency and NPPGov staff?  
Yes or No
  - ✓ Are you a strong competitor in the industry with a minimum of three consecutive years of demonstrated success in all business practices and pursuits?  
Yes or No
- 1.2 Additional Information:
- 1.2.1 Provide at least three references of government agencies within the United States that have purchased products/services from Proposer similar to those specified in this solicitation within the last year. If proposed products/services are new to market, please use most similar business references available. Include:
    - 1.2.3.1.1 Agency name and address
    - 1.2.3.1.2 Contact name, phone and email
    - 1.2.3.1.3 Description of products/services sold and date.
    - 1.2.3.1.4 PPA may use other information, however learned, in evaluation of the response.
  - 1.2.2 OPTIONAL: If a Dun and Bradstreet Comprehensive Report (or similar) for your company is available, please submit it with your response.
  - 1.2.3 OPTIONAL: Attach any case studies, white papers and/or testimonials supporting your company and products/services.
- 2.0 ABOUT PROPOSER:**
- 2.1 Complete Exhibit 1

## 2.2 Complete the following table

2.2.1 State of incorporation:	
2.2.2 Federal Tax Identification Number:	
2.2.3 If applicable to the product(s) and/or service(s), describe the Proposer's ability to conduct E-commerce. [Insert response in box below]	
2.2.4 Describe Proposer's system for processing orders from point of customer contact through delivery and billing. [Insert response in box below]	
2.2.5 Describe Proposer's ability to provide detailed electronic reporting of quarterly sales correlated with NPP member ID numbers of Participating Agency purchases as set forth in Addendum A to Vendor Administration Agreement (VAA), a copy of which is available upon request from the PPA. [Insert response in box below]	
2.2.6 Describe the capacity of Proposer to meet Minority and Women Business Enterprises (MWBE) preferences, which may vary among Participating Agencies. [Insert response in box below]	
2.2.7 Proposer acknowledges compliance with Davis Bacon wage requirements where labor is concerned by indicating "yes" or "no" below.	

## 3.0 DISTRIBUTION SYSTEM:

3.1 Describe distribution of products and services available in Proposer's response through Proposer's distribution system (including Alaska and Hawaii), including any limitations. [Insert response in box below]
3.2 Provide Proposer's shipping and delivery policy, including standard delivery time and any options and costs for expedited delivery and return policies. [Insert response in box below]

3.3 Third party and/or subcontracting may be allowed. If applicable, detail the sub-contracting process (ordering, shipment, invoicing, billing) for those products not carried in Proposer’s distribution center. Alternatively, if proposer utilizes a third party ordering, shipment, invoicing or billing partner, please describe in detail. [Insert response in box below]

3.4 What is Proposer’s backorder policy? Is your policy to classify as “immediate or cancel” (requiring the Participating Agency to reorder if item is backordered) or “good until cancelled”? [Insert response in box below]

**4.0 MARKETING:**

4.1 Outline Proposer’s plan for marketing the Products and Services to the Participating Agencies on a local and national basis. Include any marketing incentives such as committed dollars for advertising, conferences/travel and custom marketing materials. [may attach marketing plan or insert response in box below]

4.2 Explain how Proposer will educate its local and national sales force about the use of the Master Price Agreement. [Insert response in box below]

**5.0 Proposer point of contact (POC) who will administer, coordinate, and manage this program with NPP and the Public Procurement Authority.**

<b>Contact Person:</b>		<b>Title:</b>	
<b>Mailing Address:</b>			
<b>City:</b>		<b>State &amp; Zip:</b>	
<b>Email Address:</b>			
<b>Phone #:</b>		<b>Fax #:</b>	

\* Attach current resume of National Account Manager that will be the POC managing this contract.

**6.0 CUSTOMER SUPPORT SERVICES:**

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

6.1 Auditing for order completeness. [Insert response in box below]

6.2 Replacement policy (i.e., damaged or defective goods). [Insert response in box below]						
6.3 Minimum order requirement (e.g., Individual item vs. case lot). [Insert response in box below]						
6.4 Customer service hours/days of operation [Insert response in boxes below]						
Monday:	Tuesday:	Wednesday:	Thursday:	Friday:	Saturday:	Sunday:
6.5 Special Orders. [Insert response in box below]						
6.6 Post sale services issues. [Insert response in box below]						
6.7 Repair services, including repair warranty programs, if any. Proposer shall identify, where applicable, authorized factory repair facilities that will honor the warranty of items on contract. [Insert response in box below]						
6.8 Technical support services Proposer provides. [Insert response in box below]						
6.9 Product substitution policy. [Insert response in box below]						
6.10 Identify trade-in program criteria (if applicable). [Insert response in box below]						
6.11. After hours service (including weekends and holidays) [Insert response in boxes below]						
Monday:	Tuesday:	Wednesday:	Thursday:	Friday:	Saturday:	Sunday:
6.12 Shipment tracking. [Insert response in box below]						
6.13 Back order tracking process. [Insert response in box below]						

6.14 Return Item process, including any/all associated fees (e.g., restocking, shipping, turnaround time on returns). [Insert response in box below]
6.15 Electronic billing. [Insert response in box below]
6.16 Explain how Proposer will resolve complaints, issues, or challenges. [Insert response in box below]
6.17 Other services not already covered. [Insert response in box below]

**7.0 DELIVERY AND FREIGHT CHARGES:**

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



**Exhibit 1**  
**SOFTWARE SOLUTIONS FOR GOVERNMENT SERVICES Coverage**

**SOFTWARE SOLUTIONS FOR GOVERNMENT SERVICES  
 RETAIL, DISTRIBUTION AND SERVICE/SUPPORT LOCATIONS**

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

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

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

Exhibit 2

**Declaration of Non Collusion**

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

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

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

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

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

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

## **ATTACHMENT C SPECIFICATIONS**

### **SOFTWARE SOLUTIONS FOR GOVERNMENT SERVICES**

These specifications are intended to cover the complete range of Software Solutions for Government Services. Several categories and sub-categories are included below but are in no means intended to limit the proposer to responding to just these categories if there are other related products and services that Proposer would like to be considered for the award. Proposers should respond with pricing for all products and services they wish to be considered in the evaluation for a possible award and master price agreement.

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

Proposers should indicate if there is any individual contract/pricing available to employees and volunteers of government and/or non-profit organizations, as well as if there is any required relationship to a corporate/organizational contract or account for employees and volunteers to access the individual contract/pricing.

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

- CATEGORY 1: GENERAL SOFTWARE SOLUTIONS FOR GOVERNMENT SERVICES:** Including but not limited to interfaces capable of integrating with internal and external systems, modeling capability, metric prediction, analytics, staffing, scheduling, payroll, resource management, etc.
- CATEGORY 2: RECORD MANAGEMENT SYSTEMS:** Including but not limited to tracking of employee training records, billing, field data collection, scheduling, electronic patient care reporting, etc.
- CATEGORY 3: TRAINING AND SUPPORT:** Including but not limited to training time and resources necessary for Systems Administrator(s), training plan for users in each aspect of the software, on-line support as it relates to the proposed application, schedule of new releases or expected time intervals, etc.
- CATEGORY 4: CONVERSION/IMPLEMENTATION:** Including but not limited to converting existing data from it's current application, application ability to use accumulated data from systems currently in place, etc.

- CATEGORY 5: APP BASED PLATFORMS:** Including but not limited to scheduling, resource management, staffing, equipment tracking, etc.
- CATEGORY 6: COMPUTER AIDED DISPATCH:** Including but not limited to dispatch, scheduled transports, mobile data computing, mapping, and automatic vehicle locating solutions
- CATEGORY 7: FIRE OPERATIONS AND PREVENTION:** Including but not limited to pre-fire plans, prevention activities, fire ground accountability, fire resource management and operations.
- CATEGORY 8: REQUIRED SYSTEM HARDWARE:** Including but not limited to necessary hardware and system software to ensure optimum performance, etc.
- CATEGORY 9: INSTALLATION, MAINTENANCE, SERVICE AND TESTING:** Any services and options related to the installation, maintenance, service and testing of products offered in any of the categories.
- CATEGORY 10: OTHER:** Other public safety and government relates services software not included in other categories.

## ATTACHMENT D PRICING SCHEDULE

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

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

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

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

### EXAMPLE

<b>SOFTWARE SOLUTIONS FOR GOVERNMENT SERVICES PRICING SCHEDULE</b>	
Product Category	Percentage (%) off List Price* ( <i>OR</i> fixed price if % off pricing is not available)
<b>GENERAL SOFTWARE SOLUTIONS FOR GOVERNMENT SERVICES</b>	
<b>RECORD MANAGEMENT SYSTEMS</b>	
<b>TRAINING AND SUPPORT</b>	
<b>CONVERSION/IMPLEMENTATION</b>	
<b>APP BASED PLATFORMS</b>	
<b>COMPUTER AIDED DISPATCH</b>	
<b>FIRE OPERATIONS AND PREVENTION</b>	
<b>REQUIRED SYSTEM HARDWARE</b>	
<b>INSTALLATION, MAINTENANCE, SERVICE AND TESTING</b>	
<b>OTHER</b>	

\* Identify source of list price and publication date or expiration date.

### **Options**

Proposers shall provide pricing on all options, modifications, and accessories in a format that best represents their product line and pricing structure. This may include specific pricing for some options

and may also include general pricing/discounts for categories of options. Proposer may also indicate availability and pricing of all other non-specified options. The intent is to provide proposers the opportunity to present as much product as possible in the format that fits within their individual formatting needs so that the resulting award allows PPA and NPPGov members the greatest number of procurement options.

#### Miscellaneous

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

## ATTACHMENT E PROPOSAL EVALUATION FORM

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

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

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

### **STEP 1**

#### **Proposal Responsiveness**

Component	YES	NO
Submitted on time		
Proposal signed		
Completed Proposer Workbook		
Included pricing structure		
Included references		
<b>Deemed Fully Responsive</b>	<b>YES</b>	<b>NO</b>
<b>Categorized as Local or National</b>	<b>Local</b>	<b>National</b>



## Proposal Evaluation Form

### **STEP 2**

### **Full Evaluation of Proposal**

#### Point Value Definitions

5- Excellent – Substantially exceeds requirements

4-Very Good- Meet all requirements

3- Good – Meets most requirements

2- Satisfactory – Minimally meets requirements

1- Unsatisfactory – Requirements essentially not met

0- No Response provided

Component Evaluated	Weight	Possible Points (0-5)	Total Points (Weight x PP)	Evaluator's Comments
<u>Pricing</u> : Product price analysis and discounts proposed including favorable pricing for cooperative purchasing	25			Comments:
<u>Product Line (by category)</u> : Breadth, variety, quality of product line and warranties available.	15			Comments:
<u>Marketing</u> : The Proposer's marketing plan to promote the resulting contractual agreement and ability to incorporate use of agreement in their sales system throughout indicated coverage region.	15			Comments
<u>Customer Service</u> : Support dedicated to Lead Contracting and Participating Agencies. Ability to conduct e-commerce and meet promised delivery timelines. Additional services offered.	15			Comments:

<p><u>Coverage:</u> Ability to provide products and services for indicated coverage region including distribution, retail &amp; service facilities, coordination of manufacturer and distribution, and staff availability.  <i>*Note Exhibit 1 from PPW</i></p>	15			Comments:
<p><u>Proven Experience &amp; References:</u>                  Proposer's success in providing products and services in a timely manner including Past Performance Information (PPI) review.</p>	10			Comments:
<p><u>Conformance:</u>                  Completeness of proposal and the degree to which the Proposer responds to the terms and all requirements of the RFP requirements and specifications.</p>	5			Comments:
<p><b><u>TOTAL</u></b></p>	100			General Comments:

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

Signature \_\_\_\_\_

Date \_\_\_\_\_

## ATTACHMENT F

### OREGON REVISED STATUTES (AS MAY BE AMENDED) REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

**FOUR-YEAR UNIVERSITIES**

CENTRAL WASHINGTON UNIVERSITY	GRAYS HARBOR College
EASTERN WASHINGTON UNIVERSITY	GREEN RIVER Community College
THE EVERGREEN STATE COLLEGE	HIGHLINE Community College
UNIVERSITY OF WASHINGTON	LAKE WASHINGTON Technical College
WASHINGTON STATE UNIVERSITY	LOWER COLUMBIA College
WESTERN WASHINGTON UNIVERSITY	OLYMPIC College
COMMUNITY AND TECHNICAL COLLEGES:	PENINSULA College
BATES Technical College	PIERCE College
BELLEVUE Community College	RENTON Technical College
BELLINGHAM Technical College	SEATTLE CENTRAL Community Colleges
BIG BEND Community College	SHORELINE Community College
CASCADE Community College	SKAGIT Valley College
CASCADIA College	SOUTH PUGET SOUND Community College
CENTRALIA College	SPOKANE Community Colleges
CLARK College	STATE BOARD for Technical & Community Colleges
CLOVER PARK Technical College	WENATCHEE Valley College
COLUMBIA BASIN College	YAKIMA Valley Community College
EDMONDS Community College	WHATCOM Community College
EVERETT Community College	

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

ADAMS COUNTY	BENTON COUNTY PUD
PUYALLUP SCHOOL DIST 3	BENTON FRANKLIN COUNTY
KITSAP COUNTY	BENTON FRANKLIN PRIVATE INDUST CNCL
FIFE SCHOOL DIST 417	BENTON PORT OF
RIVERVIEW SCHOOL DIST 407	BETHEL SCHOOL DISTRICT 403
GONZAGA UNIVERSITY	BIG BROTHERS BIG SISTERS OF KING CO
PLANNED PARENTHOOD OF WESTERN WASHINGTON	BIRCH BAY WATER & SEWER DISTRICT
SNOHOMISH COUNTY	BLANCHET SCHOOL DISTRICT
MASON COUNTY	BREMERTON KITSAP CO HEALTH DISTRICT
FEDERAL WAY SCHOOL DIST	BREMERTON PORT OF
SPOKANE COUNTY	BREMERTON SCHOOL DISTRICT 100
ISSAQUAH SCHOOL DIST 411	BURLINGTON EDISON SCHOOL DIST 100
ADAMS COUNTY FIRE DISTRICT	CANCER RESEARCH AND BOISTATISTICS
ADAMS COUNTY HEALTH DISTRICT	CASCADE BLUE MT FD SHR
AFFILIATED HEALTH SERVICES	CASCADE IRRIGATION DISTRICT
ALDERWOOD WATER DISTRICT	CASHMERE SCHOOL DISTRICT 222
ANACORTES PORT OF	CATHOLIC COMM SVCS OF KING CO
ANACORTES SCHOOL DISTRICT 103	CENTRAL KITSAP SCHOOL DISTRICT 401
ANNAPOLIS WATER DISTRICT	CENTRAL WAS COMP MENTAL HEALTH
ASOTIN COUNTY	CENTRALIA SCHOOL DISTRICT 40
AUBURN SCHOOL DISTRICT 408	CHEHALIS SCHOOL DISTRICT 302
BAINBRIDGE IS SCHOOL DISTRICT 303	CHELAN COUNTY
BAINBRIDGE ISLAND FIRE DEPARTMENT	CHELAN COUNTY COMMUNITY HOSPITAL
BAINBRIDGE ISLAND PARKS	CHELAN COUNTY FIRE DISTRICT
BATTLE GROUND SCHOOL DISTRICT 119	CHELAN COUNTY PUD 1
BELLEVUE SCHOOL DISTRICT 405	CHELAN DOUGLAS COUNTY HEALTH DIST
BELLINGHAM PORT OF	CHENEY CARE CENTER
BELLINGHAM SCHOOL DISTRICT 501	CHILD CARE RESOURCE & REFERRAL
BENTON COUNTY	CHILDRENS THERAPY CENTER
BENTON COUNTY FIRE DISTRICT	CHIMACUM SCHOOL DISTRICT 49
	CLALLAM COUNTY

CLALLAM COUNTY FIRE DISTRICT  
CLALLAM COUNTY HOSPITAL DISTRICT  
CLALLAM COUNTY PUD  
CLARK COUNTY  
CLARK COUNTY FIRE DISTRICT  
CLARK COUNTY PUD  
CLE ELUM-ROSLYN SCHOOL DISTRICT 404  
CLOVER PARK SCHOOL DISTRICT 400  
CNTRL WHIDBEY FIRE & RESCUE  
COAL CREEK UTILITY DISTRICT  
COALITION AGAINST DOMESTIC VIOLENCE  
COLUMBIA COUNTY  
COLUMBIA IRRIGATION DISTRICT  
COLUMBIA MOSQUITO CONTROL DISTRICT  
COMMUNITY CHRISTIAN ACADEMY  
COMMUNITY PSYCHIATRIC CLINIC  
COMMUNITY TRANSIT  
CONFEDERATED TRIBES OF CHEHALIS  
CONSOLIDATED DIKING IMPROVEMENT DIST  
CONSOLIDATED IRRIGATION  
COWLITZ COUNTY  
COWLITZ COUNTY FIRE DISTRICT  
COWLITZ COUNTY PUD  
CROSS VALLEY WATER DISTRICT  
DAYTON SCHOOL DISTRICT 2  
DOUGLAS COUNTY  
DOUGLAS COUNTY FIRE DISTRICT  
DOUGLAS COUNTY PUD  
DRUG ABUSE PREVENTION CENTER  
E COLUMBIA BASIN IRRIGATION DIST  
EAST WENATCHEE WATER  
EATONVILLE SCHOOL DIST 404  
EDMONDS SCHOOL DISTRICT 15  
EDUCATIONAL SERVICE DIST 114  
EDUCATIONAL SERVICE DISTRICT 113  
ELLENSBURG SCHOOL DIST 401  
ENUMCLAW SCHOOL DIST  
EVERETT PORT OF  
EVERETT PUBLIC FACILITIES DIST  
EVERGREEN MANOR INC  
EVERGREEN SCHOOL DIST 114  
FEDERAL WAY FD  
FERRY COUNTY  
FERRY COUNTY PUBLIC HOSPITAL  
FERRY OKAHOGAN FPD  
FOSS WATERWAY DEVELOPMENT AUTHORITY  
FRANKLIN COUNTY  
FRANKLIN COUNTY PUD  
FRANKLIN PIERCE SCHOOL DIST 402  
FRIDAY HARBOR PORT OF  
GARDENA FARMS IRRIGATION DIST 13  
GARFIELD COUNTY  
GRAND COULEE PROJECT  
GRANDVIEW SCHOOL DIST 116/200  
GRANITE FALLS SCHOOL DIST 332  
GRANT COUNTY  
GRANT COUNTY HEALTH DIST

GRANT COUNTY PUD  
GRAYS HARBOR COUNTY  
GRAYS HARBOR COUNTY FIRE DIST  
GRAYS HARBOR COUNTY PUD # 1  
GRAYS HARBOR PORT OF  
GRAYS HARBOR PUB DEV AUTH  
GRAYS HARBOR TRANSIT  
GRIFFIN SCHOOL DIST 324  
HARBORVIEW MEDICAL CENTER  
HAZEL DELL SEWER DIST  
HEALTHY MOTHERS HEALTHY BABIES COAL  
HIGHLINE SCHOOL DIST 401  
HIGHLINE WATER DIST  
HOMESIGHT  
HOPELINK  
HOQUIAM SCHOOL DIST 28  
HOUSING AUTHORITY OF PORTLAND  
ILWACO PORT OF  
INCHELIUM SCHOOL DIST 70  
ISLAND COUNTY  
ISLAND COUNTY FIRE DIST  
JEFFERSON COUNTY  
JEFFERSON COUNTY FIRE DIST  
JEFFERSON COUNTY LIBRARY  
JEFFERSON COUNTY PUD  
JEFFERSON GENERAL HOSPITAL  
KARCHER CREEK SEWER DIST  
KELSO SCHOOL DIST 458  
KENNEWICK GENERAL HOSPITAL  
KENNEWICK SCHOOL DISTRICT 17  
KENT SCHOOL DIST 415  
KETTLE FALLS SCHOOL DIST 212  
KING COUNTY  
KING COUNTY FIRE DIST  
KING COUNTY HOUSING AUTHORITY  
KING COUNTY LIBRARY  
KING COUNTY WATER SEWER  
KINGSTON PORT OF  
KITSAP COUNTY FIRE & RESCUE  
KITSAP COUNTY LIBRARY  
KITSAP COUNTY PUD 1  
KITTTITAS COUNTY  
KITTTITAS COUNTY PUD  
KITTTITAS COUNTY RECLAMATION DIST  
KLICKITAT COUNTY  
KLICKITAT COUNTY PUD  
LAKE CHELAN RECLAMATION DIST  
LAKE STEVENS SCHOOL DIST 4  
LAKE WASHINGTON SCHOOL DIST 414  
LAKEHAVEN UTILITY DIST  
LAKEWOOD SCHOOL DIST 306  
LEWIS CO PUD 1  
LEWIS COUNTY  
LEWIS COUNTY FIRE DIST  
LEWIS PUBLIC TRANSPORTATION  
LIBERTY LAKE SEWER & WATER DIST  
LINCOLN COUNTY

LINCOLN COUNTY FIRE DIST  
LONGVIEW PORT OF  
LONGVIEW SCHOOL DIST 122  
LOTT WASTEWATER ALLIANCE  
LUMMI INDIAN NATION  
MANCHESTER WATER DIST  
MARYSVILLE SCHOOL DIST 25  
MASON COUNTY FIRE DIST  
MASON COUNTY PUD  
MEAD SCHOOL DIST 354  
METRO PARK DISTRICT OF TACOMA  
MID COLUMBIA LIBRARY  
MIDWAY SEWER DISTRICT  
MONROE SCHOOL DIST 103  
MORTON SCHOOL DIST 214  
MOSES LAKE PORT OF  
MOUNT BAKER SCHOOL DIST  
MT VERNON SCHOOL DISTRICT 320  
MUKILTEO SCHOOL DIST 6  
MUKILTEO WATER DIST  
NAVAL STATION EVERETT  
NE TRI COUNTY HEALTH DIST  
NORTH CENTRAL REGIONAL LIBRARY DIST  
NORTH KITSAP SCHOOL DIST 400  
NORTH SHORE UTILITY DISTRICT  
NORTH THURSTON SCHOOL DISTRICT  
NORTHSHORE SCHOOL DIST 417  
NORTHWEST KIDNEY CTR  
NORTHWEST WORK FORCE DEVELOPMENT CO  
NW REGIONAL COUNCIL  
OAK HARBOR SCHOOL DIST 201  
OAKVILLE SCHOOL DIST 400  
OCOSTA SCHOOL DIST 172  
OKANOGAN COUNTY  
OKANOGAN COUNTY FIRE DIST  
OKANOGAN COUNTY PUD  
OKANOGAN SCHOOL DISTRICT  
OLYMPIA PORT OF  
OLYMPIA SCHOOL DISTRICT 111  
OLYMPIA THURSTON CHAMBER FOUNDATION  
OLYMPIC AREA AGENCY ON AGING  
OLYMPIC MEMORIAL HOSPITAL DIST  
OLYMPIC REGION CLEAN AIR AGENCY  
OLYMPIC VIEW WATER & SEWER DIST  
OLYMPUS TERRACE SEWER DIST  
PACIFIC COUNTY  
PACIFIC COUNTY FIRE  
PARATRANSIT SERVICES  
PASCO SCHOOL DIST  
PEND OREILLE COUNTY CONSERV DIST  
PEND OREILLE COUNTY PUB HOSP DIST  
PEND OREILLE COUNTY PUD  
PENINSULA SCHOOL DISTRICT 401  
PERRY TECHNICAL INSTITUTE  
PIERCE COUNTY  
PIERCE COUNTY FIRE DIST  
PORT ANGELES PORT OF

PORT ANGELES SCHOOL DISTRICT 121  
PRESCOTT SCHOOL DIST  
PUGET SOUND CLEAN AIR AGENCY  
PUGET SOUND SCHOOL DIST  
QUINCY COLUMBIA BASIN IRRIG DIST  
RICHLAND SCHOOL DIST 400  
S KITSAP SCHOOL DISTRICT 402  
S SNOHOMISH CO PUBLIC FAC DIST  
SAFEPLACE  
SAMISH WATER DIST  
SAMMAMISH WATER AND SEWER DIST  
SAN JUAN COUNTY  
SAN JUAN COUNTY FIRE DIST  
SEA MAR COMM HEALTH CTR  
SEATTLE JEWISH PRIMARY SCHOOL  
SEATTLE PORT OF  
SEATTLE SCHOOL DIST 1  
SEATTLE UNIVERSITY  
SECOND AMENDMENT FOUNDATION  
SECOND CHANCE INC  
SENIOR OPPORTUNITY SERVICES  
SHELTON SCHOOL DISTRICT 309  
SILVERDALE WATER  
SKAGIT COUNTY  
SKAGIT COUNTY CONSERVATION DIST  
SKAGIT COUNTY FIRE DIST  
SKAGIT COUNTY ISLAND HOSPITAL  
SKAGIT COUNTY PORT OF  
SKAGIT COUNTY PUD 1  
SKAGIT TRANSIT  
SKAMANIA COUNTY  
SKOOKUM INC  
SNOHOMISH COUNTY LIBRARY  
SNOHOMISH COUNTY PUD  
SNOHOMISH HEALTH DISTRICT  
SNOHOMISH SCHOOL DISTRICT 201  
SOAP LAKE SCHOOL DISTRICT 156  
SOOS CREEK WATER AND SEWER DIST  
SOUND TRANSIT  
SOUTH COLUMBIA BASIN IRRIG DIST  
SOUTH EAST EFFECTIVE DEVELOPMENT  
SOUTH SOUND MENTAL HEALTH SERVICES  
SOUTHWEST YOUTH & FAMILY SERVICES  
SPECIAL MOBILITY SERVICES INC  
SPOKANE CO AIR POLLUTION CNTRL  
AUTHORITY  
SPOKANE COUNTY FIRE DIST  
SPOKANE COUNTY LIBRARY  
SPOKANE SCHOOL DISTRICT 81  
ST JOSEPH/MARQUETTE SCHOOL  
STANWOOD SCHOOL DIST 410  
STEVENS COUNTY  
STEVENS COUNTY PUD  
STILLAGUAMISH TRIBE OF INDIANS  
SUMNER SCHOOL DISTRICT 320  
SUNNYSIDE PORT OF  
SUNNYSIDE SCHOOL DISTRICT 201



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

WA STATE PUBLIC STADIUM AUTHORITY  
WAHIAKUM COUNTY  
WALLA WALLA COLLEGE  
WALLA WALLA COUNTY  
WALLA WALLA COUNTY FIRE DISTRICT  
WALLA WALLA PORT OF  
WALLA WALLA SD 140  
WASHINGTON ASSOCIATION  
WASHINGTON COUNTIES RISK POOL  
WASHINGTON FIRE COMMISSIONERS ASSOC  
WASHINGTON HEALTH CARE ASSOCIATION  
WASHINGTON PUBLIC AFFAIRS NETWORK  
WASHINGTON STATE MIGRANT COUNCIL  
WEST VALLEY SCHOOL DISTRICT 208  
WEST VALLEY SCHOOL DISTRICT 363  
WESTERN FOUNDATION THE  
WHATCOM CONSERVATION DIST  
WHATCOM COUNTY  
WHATCOM COUNTY FIRE DISTRICT  
WHATCOM COUNTY RURAL LIBRARY DIST  
WHIDBEY GENERAL HOSPITAL  
WHITMAN COUNTY  
WHITWORTH WATER  
WILLAPA COUNSELING CENTER  
WILLAPA VALLEY SCHOOL DISTRICT 160  
WILLAPA VALLEY WATER DISTRICT  
WINLOCK SCHOOL DISTRICT 232  
WOODINVILLE FIRE & LIFE SAFETY DIST  
WOODLAND PORT OF  
YAKIMA COUNTY  
YAKIMA COUNTY FIRE DISTRICT  
YAKIMA COUNTY REGIONAL LIBRARY  
YAKIMA SCHOOL DISTRICT 7  
YAKIMA VALLEY FARMWORKERS CLINIC  
YAKIMA-TIETON IRRIGATION DISTRICT  
YELM COMMUNITY SCHOOL DISTRICT  
YMCA - TACOMA PIERCE COUNTY  
YMCA OF GREATER SEATTLE

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

## ATTACHMENT H LOCAL GOVERNMENT UNITS BY STATE

### Oregon's Incorporated Cities

Adair Village	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	

This may not be a complete list of all Oregon cities, but all other Oregon cities shall be incorporated by this reference.

#### **Idaho's Incorporated Cities**

Aberdeen	Dietrich	Heyburn	Middleton	Salmon
Acequia	Donnelly	Hidden Springs	Montpelier	Sandpoint
Albion	Dover	Horseshoe Bend	Moscow	Shelley
American Falls	Downey	Idaho City	Mountain Home	Shoshone
Ammon	Driggs	Idaho Falls	Murray	Soda Springs
Arco	Eagle	Island Park	Nampa	Spirit Lake
Ashton	Elk City	Juliaetta	New Plymouth	St. Maries
Bancroft	Emmett	Kamiah	Nezperce	Stanley
Bellevue	Fairfield	Kellogg	Orofino	Star
Boise	Franklin	Ketchum	Parma	Stites
Bonnors Ferry	Fruitland	Kimberly	Payette	Sugar City
Buhl	Garden City	Kooskia	Pierce	Sun Valley
Burley	Garden Valley	Kuna	Pocatello	Tetonia
Caldwell	Genesee	Lava Hot Springs	Post Falls	Troy
Cambridge	Glenns Ferry	Lewiston	Potlatch	Twin Falls
Carey	Gooding	MacKay	Preston	Victor
Cascade	Grace	Malad	Priest River	Wallace
Challis	Grandjean	Malta	Rathdrum	Wardner
Chubbuck	Grangeville	Marsing	Rexburg	Weippe
Coeur d' Alene	Hailey	McCall	Richfield	Weiser
Cottonwood	Harrison	McCammon	Rigby	Wendell
Council	Hauser	Melba	Riggins	Whitebird
Dalton Gardens	Hayden	Meridian	Rupert	

This may not be a complete list of all Idaho cities, but all other Idaho cities shall be incorporated by this reference.

#### **Idaho's Counties**

Ada	Bonneville	Custer	Kootenai	Owyhee
Adams	Boundary	Elmore	Latah	Payette
Bannock	Butte	Franklin	Lemhi	Power
Bear Lake	Camas	Fremont	Lewis	Shoshone
Benewah	Canyon	Gem	Lincoln	Teton
Bingham	Caribou	Gooding	Madison	Twin Falls
Blaine	Cassia	Idaho	Minidoka	Valley
Boise	Clark	Jefferson	Nez Perce	Washington
Bonner	Clearwater	Jerome	Oneida	

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



December 12, 2016

# RFP 1620

## PPA Software Solutions for Government Services

Prepared for: Public Procurement Authority  
c/o Heidi Arnold, Contract Manager  
25030 SW Parkway Ave. Suite 330  
Wilsonville, OR 97070

TargetSolutions | Phil Coons | Vice President, Key Accounts | [phil.coons@targetsolutions.com](mailto:phil.coons@targetsolutions.com) | 858-231-3852

10805 Rancho Bernardo Road, Suite 200, San Diego, CA 92127



## Letter of Transmittal

**TargetSolutions**

Phil Coons, Vice President Key Accounts  
[phil.coons@targetsolutions.com](mailto:phil.coons@targetsolutions.com) | 858-231-3852

Dear sir or ma'am,

Thank you for the opportunity to respond to this RFP to provide online training and records management for the National Purchasing Program. Enclosed is information intended to demonstrate TargetSolutions' extensive qualifications.

Founded in 1999, TargetSolutions ("TSC") is a pioneer and leader in the development of online solutions that simplify and standardize training, records management and risk management. TargetSolutions currently provides these services to more than 3,000 organizations and is the only online provider that the National Fire Protection Association (NFPA) has invested in, to deliver online safety training to the fire service.

Our web-based platform offers thousands of courses covering Municipalities, including specific departments such as: Fire and EMS, Law Enforcement, and Water and Wastewater. Content that covers those specific departments in addition to Driving Safety, HR, OSHA, and more. Our platform currently serves more than 200,000 active users with access to TargetSolutions services 24 hours a day/7 days a week. Monthly, more than 500,000 online activities and 100,000 TSC training courses are delivered to users through the platform.

TargetSolutions is fully capable of meeting the requirements of the RFP. We understand the challenges of municipalities and we are committed to providing the tools they need to operate more efficiently. If you have any questions, please don't hesitate to contact me directly.

Sincerely,

A handwritten signature in black ink, appearing to read "Phil Coons", written over a white background.

Phil Coons  
TargetSolutions  
Vice President, Key Accounts

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## Introduction and Executive Summary

### Mission Statement:

Our **Mission** is to change the world through revolutionary technology solutions that save lives, inspire professionals and elevate performance.

### History and Experience of the Organization:

TargetSolutions, Inc. was incorporated in California on December 13, 1999 under the name eBusinessSafety.com, Inc. The name was later changed to TargetSolutions.com, Inc. and became TargetSolutions, Inc. on May 18, 2012. In December of 2013, TargetSolutions was acquired by VectorLearning, a Providence Equity Partner company that also owns RedVector, a leader in online education in the design, construction, industrial & facilities management industries. Providence Equity is a premier global asset management firm. In addition to VectorLearning, Providence's portfolio includes household names like Hulu, Blackboard, Padi, Univision, and the Weather Channel, among others.

### Location Headquarters:

10805 Rancho Bernardo Road, Suite 200  
 San Diego, CA 92127

### Number of Employees:

TOTAL: 72

### Company Background & Qualifications:

TargetSolutions is a pioneer and leader in the development of online solutions that simplify and standardize training and records management. For more than 16 years TargetSolutions has provided online solutions that simplify and standardize training, learning management, and records management. TargetSolutions currently provides these services to more than 2,000 clients in the following industries:

- Fire / EMS / Emergency Response
- Law Enforcement & Corrections
- Water / Wastewater
- Human Resources
- Cities / Counties / Municipalities
- Insurance Companies
- Corporations
- School

### Software-As-A-Service (Online Training & Records Management):

TargetSolutions features more than 1,000 online training courses, with libraries covering Law Enforcement; EMS Continuing Education (Advanced and Basic Life Support); Firefighter Training (NFPA 1500/1001/1021); OSHA Safety; Human Resources and Employment Practices for Supervisors; Emergency Vehicle Operator Training; Driver Safety; Professional Development; and much more.

TargetSolutions is built specifically for public safety agencies. The system offers a complete solution that enables public safety agencies to achieve continuing education requirements and track compliance and all types of online, instructor-led, and classroom training. The TargetSolutions platform currently boasts:

- More than 200,000 active users
- Delivery of more than 500,000 online activities each quarter
- Delivery of more than 100,000 course completions each month



## Statement of all programs and services proposed

TargetSolutions is offering our 'Premier Platform' allowing all clients that choose to purchase through the NPP the complete TargetSolutions Learning Management Platform and all content available.

For more details (specifically for our Fire and EMS clients) [See Attachment K](#)



## Qualifications

Since its inception, TargetSolutions, sought to provide its clients with compliance oriented and OSHA mandated environmental health and safety resource training. Using the Internet for delivery of this service, TargetSolutions made it possible for a variety of organizations to outsource the implementation, management, documentation and administration of these mandated training programs. Quickly, the TargetSolutions founders identified fire industry training and compliance needs. That awareness led to a partnership with the NFPA and a new approach to 'continuing education training'. With safety and firefighter education now available on the Internet, TargetSolutions fire department clients have benefited through their ability to offer programs at multiple locations and with minimal loss of firefighter productivity. This training can be completed at a fraction of the cost of managing and delivering ongoing education using conventional methods.

Additionally, TargetSolutions can meet further needs, i.e. customization, EMS, water, and wastewater CE's, comprehensive documentation and tactical and management oriented training. TargetSolutions comprehensive training solution we are the leader in compliance and refresher-oriented firefighter, water operator, and law enforcement training available today.

In addition to scheduling, delivering, and tracking training, each department must document the training process and test results. TargetSolutions Platform provides the "engine" to schedule training, monitor training sessions, and test for knowledge and retention. Most department trainers are then free to support superiors and employees to maintain a safe and effective work environment. TargetSolutions "virtual employee safety file" maintains all data and manages the safety program at the employee level to assure the supervisor and/or administrator that the department's training program is compliant with regulations and being implemented department-wide.

Our TargetSolutions platform currently serves over 1,000,000 active users with access to TargetSolutions services 24 hours a day/7 days a week with only 0.1% downtime. TargetSolutions tracks training and activities for an additional 405,000 employees that do not have direct access to the city's online services ("offline employees" managed by supervisors, managers, and administrators). In the last 30 days, we have delivered over 500,000 online activities and training courses.

TSC boasts a suite of applications specifically intended for municipalities. We are industry leaders in the creation of a complete risk management solution, TargetSolutions, which enables organizations to maintain compliance, manage the documentation of training, training related tasks, promote safety, reduce losses, stay current with CE hours, and improve communication. The system also offers the ability to create and deliver custom tests, store and display multiple types of documents, track and benchmark surveys, record station level training and tasks, track ISO requirements, send out policies that will require an online signature when read, and much more.



## Exceptions to the Solicitation, RFP Number 1620

NONE

## Pricing Schedule





## ATTACHMENT D

### Pricing Schedule

<b>SOFTWARE SOLUTIONS FOR GOVERNMENT SERVICES PRICING SCHEDULE</b>	
Product Category	Percentage (%) off List Price* ( <i>OR</i> fixed price if % off pricing is not available)
<b>GENERAL SOFTWARE SOLUTIONS FOR GOVERNMENT SERVICES</b>	<a href="#">See Attachment J</a>
<b>RECORD MANAGEMENT SYSTEMS</b>	See Attachment J
<b>TRAINING AND SUPPORT</b>	See Attachment J
<b>CONVERSION/IMPLEMENTATION</b>	See Attachment J
<b>APP BASED PLATFORMS</b>	See Attachment J
<b>COMPUTER AIDED DISPATCH</b>	N/A
<b>FIRE OPERATIONS AND PREVENTION</b>	N/A
<b>REQUIRED SYSTEM HARDWARE</b>	N/A
<b>INSTALLATION, MAINTENANCE, SERVICE AND TESTING</b>	See Attachment J
<b>OTHER</b>	N/A

\*Identify source of list price and publication date or expiration date.

## Proposer Profile Workbook



## ATTACHMENT B

### Proposer Profile Workbook to be completed by all responders as directed herein

(fillable form available upon request)

1.0 General questions (Section 1.1 only to be completed by vendors with a national presence; i.e. vendors with a sales territory in 25 states or more).

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

- ✓ Do you have a national sales force adequate in size to meet the demands of multiple agencies and their unique needs for the products and services listed herein?

Yes or No

- ✓ Do you have a national distribution network that will support sales resulting from this RFP?

Yes or No

- ✓ Can you provide product availability to meet the requirements for materials and services listed herein for government and nonprofit agencies nationwide in a timely manner?

Yes or No

- ✓ Does your company have the ability to provide toll-free telephone/fax access, and an online presence?

Yes or No

- ✓ Can you provide a single point of contact (National Account Manager) to interact with the lead agency and NPPGov staff?

Yes or No

- ✓ Are you a strong competitor in the industry with a minimum of three consecutive years of demonstrated success in all business practices and pursuits?

Yes or No

1.2 Additional Information:

## REFERENCES

1. **Agency:**

Tualatin Valley Fire & Rescue (TVF&R)

**Name and address:**

Chief Michael Duyck  
11945 SW 70<sup>th</sup> Ave  
Tigard, OR 97223-8566

**Description of products/services sold and date:**

They have purchased the TargetSolutions premier platform, which includes all Fire and EMS, HR, NFPA 1500 (OSHA), and Driving content. The platform allows them to schedule out, deliver, and track everything that they have going on within their organization.

**Contact Date:** March 2016

**PPA may use other information, however learned, in evaluation of the response:**

2. **Agency:**

City of Salem, OR

**Name and address:**

Jim Schmidt  
555 Liberty Street SE, Rm 330  
Salem, OR 97301

**Description of products/services sold and date:**

They have purchased the TargetSolutions premier platform, which includes all OSHA, HR, Law Enforcement, Water & Wastewater, Fire and EMS, and Driving content. The platform allows them to schedule out, deliver, and track everything that they have going on within their organization.

**Contract Date:** July 2016

**PPA may use other information, however learned, in evaluation of the response:**

## REFERENCES CONT.

3. **Agency:**  
City of Long Beach Fire Department

**Name and address:**  
Chief Michael DuRec  
3205 N. Lakewood Blvd  
Long Beach, CA 90802

**Description of products/services sold and date:**  
They have purchased the TargetSolutions premier platform, which includes all Fire and EMS, HR, NFPA 1500 (OSHA), and Driving content. The platform allows them to schedule out, deliver, and track everything that they have going on within their organization.

**Contract Date:** November 2016

**PPA may use other information, however learned, in evaluation of the response:**

- 1.2.2 **OPTIONAL:** If a Dun and Bradstreet Comprehensive Report (or similar) for your company is available, please submit it with your response.
- 1.2.3 **OPTIONAL:** Attach any case studies, white papers and/or testimonials supporting your company and products/services.

[See Attachment L](#)



## SCOPE OF WORK





**2.0 ABOUT PROPOSER:**

2.1 Complete Exhibit 1

**Exhibit 1  
SOFTWARE SOLUTIONS FOR GOVERNMENT SERVICES  
Coverage**

**SOFTWARE SOLUTIONS FOR GOVERNMENT SERVICES  
RETAIL, DISTRIBUTION AND SERVICE/SUPPORT LOCATIONS**

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



NEW JERSEY			
NEW MEXICO			
NEW YORK			
NORTH CAROLINA			
NORTH DAKOTA			
OHIO			
OKLAHOMA			
OREGON			
PENNSYLVANIA			

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

The TargetSolutions platform is available via the internet and all implementations, and services are provided via web conferencing tools.



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

Exhibit 2

**Declaration of Non Collusion**

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

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

DATED this 8th day of December, 2016.

TargetSolutions

(Name of Firm)

By:

(Authorized Signature)

**Title:** Vice President, Key Accounts



## 2.2 Complete the following table

2.2.1 State of incorporation:	Florida
2.2.2 Federal Tax Identification Number:	26-3827779
2.2.3 If applicable to the product(s) and/or service(s), describe the Proposer's ability to conduct E-commerce. [Insert response in box below]	
TargetSolutions can take payment via credit card, however e-commerce within the platform is not applicable.	
2.2.4 Describe Proposer's system for processing orders from point of customer contact through delivery and billing. [Insert response in box below]	
Once agreement is signed, an invoice is generated and payment can be made via check or credit card.	
2.2.5 Describe Proposer's ability to provide detailed electronic reporting of quarterly sales correlated with NPP member ID numbers of Participating Agency purchases as set forth in Addendum A to Vendor Administration Agreement (VAA), a copy of which is available upon request from the PPA. [Insert response in box below]	
TargetSolutions has the ability to give a detailed report of all quarterly sales with a correlated NPP member ID number and can schedule to send this automatically within 10 days of the end of each quarter or upon request from PPA.	
2.2.6 Describe the capacity of Proposer to meet Minority and Women Business Enterprises (MWBE) preferences, which may vary among Participating Agencies. [Insert response in box below]	
We are not a Minority or Women owned business.	
2.2.7 Proposer acknowledges compliance with Davis Bacon wage requirements where labor is concerned by indicating "yes" or "no" below.	
Yes	

## 3.0 DISTRIBUTION SYSTEM:

3.1 Describe distribution of products and services available in Proposer's response through Proposer's distribution system (including Alaska and Hawaii), including any limitations. [Insert response in box below]
The TargetSolutions platform is entirely web based and therefore distribution is immediate via the web to anywhere in the United States and the world.

3.2 Provide Proposer's shipping and delivery policy, including standard delivery time and any options and costs for expedited delivery and return policies. [Insert response in box below]

Delivery is immediate, again via the internet.

3.3 Third party and/or subcontracting may be allowed. If applicable, detail the sub-contracting process (ordering, shipment, invoicing, billing) for those products not carried in Proposer's distribution center. Alternatively, if proposer utilizes a third party ordering, shipment, invoicing or billing partner, please describe in detail. [Insert response in box below]

TargetSolutions' platform is mostly sold directly, though we have one partnership through Municipal Emergency Services (MES) and they can sell the TargetSolutions platform in any state except California.

3.4 What is Proposer's backorder policy? Is your policy to classify as "immediate or cancel" (requiring the Participating Agency to reorder if item is backordered) or "good until cancelled"? [Insert response in box below]

This is not applicable, as we are a web based/SaaS product and therefore we never have a backorder situation.

#### 4.0 MARKETING:

4.1 Outline Proposer's plan for marketing the Products and Services to the Participating Agencies on a local and national basis. Include any marketing incentives such as committed dollars for advertising, conferences/travel and custom marketing materials. [may attach marketing plan or insert response in box below]

See Attachment I

4.2 Explain how Proposer will educate its local and national sales force about the use of the Master Price Agreement. [Insert response in box below]

TargetSolutions will work with our direct sales team to communicate the use of the Master Price Agreement. This will happen directly on sales calls and electronically with an outline of the agreement and pricing. Additionally, we will communicate directly and electronically with our distributor (MES).

#### 5.0 Proposer point of contact (POC) who will administer, coordinate, and manage this program with NPP and the Public Procurement Authority.

<b>Contact Person:</b>	Philip Coons	<b>Title:</b>	Vice President Key Accounts
<b>Mailing Address:</b>	10805 Rancho Bernardo Rd, Suite 200		
<b>City:</b>	San Diego	<b>State &amp; Zip:</b>	CA 92127
<b>Email Address:</b>	phil.coons@TargetSolutions.com		
<b>Phone #:</b>	858.231.3852	<b>Fax #:</b>	858.487.8762
* Attach current resume of National Account Manager that will be the POC managing this contract.			



## 6.0 CUSTOMER SUPPORT SERVICES:

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

6.1 Auditing for order completeness. [Insert response in box below]						
TargetSolutions will make available to NPP all new business orders and NPP will have complete visibility as to which contracts are attached to the NPP Co-Operative Purchasing contract.						
6.2 Replacement policy (i.e., damaged or defective goods). [Insert response in box below]						
The platform is SaaS (web based) and completely customizable by the client. Therefore, the platform cannot be damaged or defective.						
6.3 Minimum order requirement (e.g., Individual item vs. case lot). [Insert response in box below]						
The platform is purchased per person, per year and there really is no minimum number of 'seats' or individuals that are placed on the platform						
6.4 Customer service hours/days of operation [Insert response in boxes below]						
Monday:	Tuesday:	Wednesday:	Thursday:	Friday:	Saturday:	Sunday:
6 – 6 PST	6 – 6 PST	6 – 6 PST	6 – 6 PST	6 – 6 PST	Closed	Closed
6.5 Special Orders. [Insert response in box below]						
All orders are customized by the customer, though none are considered 'special orders'.						
6.6 Post sale services issues. [Insert response in box below]						
TargetSolutions provides unlimited access to our Client Services team after the sale to assist with any questions or concerns the client may have.						
6.7 Repair services, including repair warranty programs, if any. Proposer shall identify, where applicable, authorized factory repair facilities that will honor the warranty of items on contract. [Insert response in box below]						
The platform is SaaS (web based) and therefore there is no 'repair' or 'warranty' programs necessary for the platform. This platform is available via the web 24/7 as long as the user has internet access.						
6.8 Technical support services Proposer provides. [Insert response in box below]						
TargetSolutions provides unlimited technical support, through our Client Services department and the client will work directly with their Account Manager to resolve any questions.						
6.9 Product substitution policy. [Insert response in box below]						
Not Applicable.						



6.10 Identify trade-in program criteria (if applicable). [Insert response in box below]						
Not Applicable.						
6.11. After hours service (including weekends and holidays) [Insert response in boxes below]						
Monday:	Tuesday:	Wednesday:	Thursday:	Friday:	Saturday:	Sunday:
24 hours	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours
6.12 Shipment tracking. [Insert response in box below]						
Not Applicable.						
6.13 Back order tracking process. [Insert response in box below]						
Not Applicable.						

6.14 Return Item process, including any/all associated fees (e.g., restocking, shipping, turnaround time on returns). [Insert response in box below]
Not Applicable. The TargetSolutions platform is a SaaS (web based) program that is delivered entirely through the internet.
6.15 Electronic billing. [Insert response in box below]
Invoices can be sent electronically via e-mail and a paper copy can be mailed upon request of the client.
6.16 Explain how Proposer will resolve complaints, issues, or challenges. [Insert response in box below]
TargetSolutions provides unlimited ongoing client services and any issues and/or concerns that the client may have can and will be resolved through working with their Account Manager.
6.17 Other services not already covered. [Insert response in box below]
The platform has unlimited possibilities as it pertains to scheduling out, delivering, and tracking electronically that is needed within the organization.





**7.0 DELIVERY AND FREIGHT CHARGES:**

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

Not Applicable. (SaaS/web based platform)

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

Not Applicable. The platform is purchased and renewed on an annual basis and in the case of an organization being taken over by another, the platform can be transferred to the other organization or the agreement can be terminated at the end of the term.

## ATTACHMENT C SPECIFICATIONS

### SOFTWARE SOLUTIONS FOR GOVERNMENT SERVICES

These specifications are intended to cover the complete range of Software Solutions for Government Services. Several categories and sub-categories are included below but are in no means intended to limit the proposer to responding to just these categories if there are other related products and services that Proposer would like to be considered for the award. Proposers should respond with pricing for all products and services they wish to be considered in the evaluation for a possible award and master price agreement. The following categories are provided to indicate the intended extent of the RFP but do not necessarily represent the format of the Proposer's response. Proposers may combine any and all categories and elements in a format that is most appropriate to represent their business in their response. Proposers should indicate if there is any individual contract/pricing available to employees and volunteers of government and/or non-profit organizations, as well as if there is any required relationship to a corporate/organizational contract or account for employees and volunteers to access the individual contract/pricing.

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

- CATEGORY 1: GENERAL SOFTWARE SOLUTIONS FOR GOVERNMENT SERVICES:** Including but not limited to interfaces capable of integrating with internal and external systems, modeling capability, metric prediction, analytics, staffing, scheduling, payroll, resource management, etc.
- CATEGORY 2: RECORD MANAGEMENT SYSTEMS:** Including but not limited to tracking of employee training records, billing, field data collection, scheduling, electronic patient care reporting, etc.
- CATEGORY 3: TRAINING AND SUPPORT:** Including but not limited to training time and resources necessary for Systems Administrator(s), training plan for users in each aspect of the software, on-line support as it relates to the proposed application, schedule of new releases or expected time intervals, etc.
- CATEGORY 4: CONVERSION/IMPLEMENTATION:** Including but not limited to converting existing data from it's current application, application ability to use accumulated data from systems currently in place, etc.
- CATEGORY 5: APP BASED PLATFORMS:** Including but not limited to scheduling, resource management, staffing, equipment tracking, etc.
- CATEGORY 6: COMPUTER AIDED DISPATCH:** Including but not limited to dispatch, scheduled transports, mobile data computing, mapping, and automatic vehicle locating solutions



- CATEGORY 7: FIRE OPERATIONS AND PREVENTION:** Including but not limited to pre-fire plans, prevention activities, fire ground accountability, fire resource management and operations.
- CATEGORY 8: REQUIRED SYSTEM HARDWARE:** Including but not limited to necessary hardware and system software to ensure optimum performance, etc.
- CATEGORY 9: INSTALLATION, MAINTENANCE, SERVICE AND TESTING:** Any services and options related to the installation, maintenance, service and testing of products offered in any of the categories.
- CATEGORY 10: OTHER:** Other public safety and government relates services software not included in other categories.

## ATTACHMENT E PROPOSAL EVALUATION FORM

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

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

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

### **STEP 1**

#### **Proposal Responsiveness**

Component	YES	NO
Submitted on time		
Proposal signed		
Completed Proposer Workbook		
Included pricing structure		
Included references		
<b>Deemed Fully Responsive</b>	<b>YES</b>	<b>NO</b>
<b>Categorized as Local or National</b>	<b>Local</b>	<b>National</b>

## Proposal Evaluation Form

### **STEP 2**

### **Full Evaluation of Proposal**

#### Point Value Definitions

5- Excellent – Substantially exceeds requirements

4-Very Good- Meet all requirements

3- Good – Meets most requirements

2- Satisfactory – Minimally meets requirements

1- Unsatisfactory – Requirements essentially not met

0- No Response provided

<b>Component Evaluated</b>	<b>Weight</b>	<b>Possible Points (0-5)</b>	<b>Total Points (Weight x PP)</b>	<b>Evaluator's Comments</b>
<u>Pricing</u> : Product price analysis and discounts proposed including favorable pricing for cooperative purchasing	25			Comments:
<u>Product Line (by category)</u> : Breadth, variety, quality of product line and warranties available.	15			Comments:
<u>Marketing</u> : The Proposer's marketing plan to promote the resulting contractual agreement and ability to incorporate use of agreement in their sales system throughout indicated coverage region.	15			Comments
<u>Customer Service</u> : Support dedicated to Lead Contracting and Participating Agencies. Ability to conduct e-commerce and meet promised delivery timelines. Additional services offered.	15			Comments:

<p><u>Coverage:</u> Ability to provide products and services for indicated coverage region including distribution, retail &amp; service facilities, coordination of manufacturer and distribution, and staff availability.  <i>*Note Exhibit 1 from PPW</i></p>	15			Comments:
<p><u>Proven Experience &amp; References:</u>                  Proposer's success in providing products and services in a timely manner including Past Performance Information (PPI) review.</p>	10			Comments:
<p><u>Conformance:</u>                  Completeness of proposal and the degree to which the Proposer responds to the terms and all requirements of the RFP requirements and specifications.</p>	5			Comments:
<p><b><u>TOTAL</u></b></p>	100			General Comments:

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

Signature \_\_\_\_\_

Date \_\_\_\_\_

## ATTACHMENT F

### OREGON REVISED STATUTES (AS MAY BE AMENDED) REQUIREMENTS

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

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

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





## ATTACHMENT G

### WIPHE RESPONSE FORM

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

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

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

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

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

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

See list on following page.

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

**Washington Institutions of Public Higher Education (WIPHE)****FOUR-YEAR UNIVERSITIES**

CENTRAL WASHINGTON UNIVERSITY	GRAYS HARBOR College
EASTERN WASHINGTON UNIVERSITY	GREEN RIVER Community College
THE EVERGREEN STATE COLLEGE	HIGHLINE Community College
UNIVERSITY OF WASHINGTON	LAKE WASHINGTON Technical College
WASHINGTON STATE UNIVERSITY	LOWER COLUMBIA College
WESTERN WASHINGTON UNIVERSITY	OLYMPIC College
COMMUNITY AND TECHNICAL COLLEGES:	PENINSULA College
BATES Technical College	PIERCE College
BELLEVUE Community College	RENTON Technical College
BELLINGHAM Technical College	SEATTLE CENTRAL Community Colleges
BIG BEND Community College	SHORELINE Community College
CASCADE Community College	SKAGIT Valley College
CASCADIA College	SOUTH PUGET SOUND Community College
CENTRALIA College	SPOKANE Community Colleges
CLARK College	STATE BOARD for Technical & Community
CLOVER PARK Technical College	Colleges
COLUMBIA BASIN College	WENATCHEE Valley College
EDMONDS Community College	YAKIMA Valley Community College
EVERETT Community College	WHATCOM Community College

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

ADAMS COUNTY	BENTON COUNTY PUD
PUYALLUP SCHOOL DIST 3	BENTON FRANKLIN COUNTY
KITSAP COUNTY	BENTON FRANKLIN PRIVTE INDUST CNCL
FIFE SCHOOL DIST 417	BENTON PORT OF
RIVERVIEW SCHOOL DIST 407	BETHEL SCHOOL DISTRICT 403
GONZAGA UNIVERSITY	BIG BROTHERS BIG SISTERS OF KING CO
PLANNED PARENTHOOD OF WESTERN	BIRCH BAY WATER & SEWER DISTRICT
WASHINGTON	BLANCHET SCHOOL DISTRICT
SNOHOMISH COUNTY	BREMERTON KITSAP CO HEALTH DISTRICT
MASON COUNTY	BREMERTON PORT OF
FEDERAL WAY SCHOOL DIST	BREMERTON SCHOOL DISTRICT 100
SPOKANE COUNTY	BURLINGTON EDISON SCHOOL DIST 100
ISSAQUAH SCHOOL DIST 411	CANCER RESEARCH AND BOISTATISTICS
ADAMS COUNTY FIRE DISTRICT	CASCADE BLUE MT FD SHR
ADAMS COUNTY HEALTH DISTRICT	CASCADE IRRIGATION DISTRICT
AFFILIATED HEALTH SERVICES	CASHMERE SCHOOL DISTRICT 222
ALDERWOOD WATER DISTRICT	CATHOLIC COMM SVCS OF KING CO
ANACORTES PORT OF	CENTRAL KITSAP SCHOOL DISTRICT 401
ANACORTES SCHOOL DISTRICT 103	CENTRAL WAS COMP MENTAL HEALTH
ANNAPOLIS WATER DISTRICT	CENTRALIA SCHOOL DISTRICT 40
ASOTIN COUNTY	CHEHALIS SCHOOL DISTRICT 302
AUBURN SCHOOL DISTRICT 408	CHELAN COUNTY
BAINBRIDGE IS SCHOOL DISTRICT 303	CHELAN COUNTY COMMUNITY HOSPITAL
BAINBRIDGE ISLAND FIRE DEPARTMENT	CHELAN COUNTY FIRE DISTRICT
BAINBRIDGE ISLAND PARKS	CHELAN COUNTY PUD 1
BATTLE GROUND SCHOOL DISTRICT 119	CHELAN DOUGLAS COUNTY HEALTH DIST
BELLEVUE SCHOOL DISTRICT 405	CHENEY CARE CENTER
BELLINGHAM PORT OF	CHILD CARE RESOURCE & REFERRAL
BELLINGHAM SCHOOL DISTRICT 501	CHILDRENS THERAPY CENTER
BENTON COUNTY	CHIMACUM SCHOOL DISTRICT 49
BENTON COUNTY FIRE DISTRICT	CLALLAM COUNTY

CLALLAM COUNTY FIRE DISTRICT  
CLALLAM COUNTY HOSPITAL DISTRICT  
CLALLAM COUNTY PUD  
CLARK COUNTY  
CLARK COUNTY FIRE DISTRICT  
CLARK COUNTY PUD  
CLE ELUM-ROSLYN SCHOOL DISTRICT 404  
CLOVER PARK SCHOOL DISTRICT 400  
CNTRL WHIDBEY FIRE & RESCUE  
COAL CREEK UTILITY DISTRICT  
COALITION AGAINST DOMESTIC VIOLENCE  
COLUMBIA COUNTY  
COLUMBIA IRRIGATION DISTRICT  
COLUMBIA MOSQUITO CONTROL DISTRICT  
COMMUNITY CHRISTIAN ACADEMY  
COMMUNITY PSYCHIATRIC CLINIC  
COMMUNITY TRANSIT  
CONFEDERATED TRIBES OF CHEHALIS  
CONSOLIDATED DIKING IMPROVEMENT DIST  
CONSOLIDATED IRRIGATION  
COWLITZ COUNTY  
COWLITZ COUNTY FIRE DISTRICT  
COWLITZ COUNTY PUD  
CROSS VALLEY WATER DISTRICT  
DAYTON SCHOOL DISTRICT 2  
DOUGLAS COUNTY  
DOUGLAS COUNTY FIRE DISTRICT  
DOUGLAS COUNTY PUD  
DRUG ABUSE PREVENTION CENTER  
E COLUMBIA BASIN IRRIGATION DIST  
EAST WENATCHEE WATER  
EATONVILLE SCHOOL DIST 404  
EDMONDS SCHOOL DISTRICT 15  
EDUCATIONAL SERVICE DIST 114  
EDUCATIONAL SERVICE DISTRICT 113  
ELLENSBURG SCHOOL DIST 401  
ENUMCLAW SCHOOL DIST  
EVERETT PORT OF  
EVERETT PUBLIC FACILITIES DIST  
EVERGREEN MANOR INC  
EVERGREEN SCHOOL DIST 114  
FEDERAL WAY FD  
FERRY COUNTY  
FERRY COUNTY PUBLIC HOSPITAL  
FERRY OKAHOGAN FPD  
FOSS WATERWAY DEVELOPMENT AUTHORITY  
FRANKLIN COUNTY  
FRANKLIN COUNTY PUD  
FRANKLIN PIERCE SCHOOL DIST 402  
FRIDAY HARBOR PORT OF  
GARDENA FARMS IRRIGATION DIST 13  
GARFIELD COUNTY  
GRAND COULEE PROJECT  
GRANDVIEW SCHOOL DIST 116/200  
GRANITE FALLS SCHOOL DIST 332  
GRANT COUNTY  
GRANT COUNTY HEALTH DIST

GRANT COUNTY PUD  
GRAYS HARBOR COUNTY  
GRAYS HARBOR COUNTY FIRE DIST  
GRAYS HARBOR COUNTY PUD # 1  
GRAYS HARBOR PORT OF  
GRAYS HARBOR PUB DEV AUTH  
GRAYS HARBOR TRANSIT  
GRIFFIN SCHOOL DIST 324  
HARBORVIEW MEDICAL CENTER  
HAZEL DELL SEWER DIST  
HEALTHY MOTHERS HEALTHY BABIES COAL  
HIGHLINE SCHOOL DIST 401  
HIGHLINE WATER DIST  
HOMESIGHT  
HOPELINK  
HOQUIAM SCHOOL DIST 28  
HOUSING AUTHORITY OF PORTLAND  
ILWACO PORT OF  
INCHELIUM SCHOOL DIST 70  
ISLAND COUNTY  
ISLAND COUNTY FIRE DIST  
JEFFERSON COUNTY  
JEFFERSON COUNTY FIRE DIST  
JEFFERSON COUNTY LIBRARY  
JEFFERSON COUNTY PUD  
JEFFERSON GENERAL HOSPITAL  
KARCHER CREEK SEWER DIST  
KELSO SCHOOL DIST 458  
KENNEWICK GENERAL HOSPITAL  
KENNEWICK SCHOOL DISTRICT 17  
KENT SCHOOL DIST 415  
KETTLE FALLS SCHOOL DIST 212  
KING COUNTY  
KING COUNTY FIRE DIST  
KING COUNTY HOUSING AUTHORITY  
KING COUNTY LIBRARY  
KING COUNTY WATER SEWER  
KINGSTON PORT OF  
KITSAP COUNTY FIRE & RESCUE  
KITSAP COUNTY LIBRARY  
KITSAP COUNTY PUD 1  
KITTTITAS COUNTY  
KITTTITAS COUNTY PUD  
KITTTITAS COUNTY RECLAMATION DIST  
KLICKITAT COUNTY  
KLICKITAT COUNTY PUD  
LAKE CHELAN RECLAMATION DIST  
LAKE STEVENS SCHOOL DIST 4  
LAKE WASHINGTON SCHOOL DIST 414  
LAKEHAVEN UTILITY DIST  
LAKEWOOD SCHOOL DIST 306  
LEWIS CO PUD 1  
LEWIS COUNTY  
LEWIS COUNTY FIRE DIST  
LEWIS PUBLIC TRANSPORTATION  
LIBERTY LAKE SEWER & WATER DIST  
LINCOLN COUNTY

LINCOLN COUNTY FIRE DIST  
LONGVIEW PORT OF  
LONGVIEW SCHOOL DIST 122  
LOTT WASTEWATER ALLIANCE  
LUMMI INDIAN NATION  
MANCHESTER WATER DIST  
MARYSVILLE SCHOOL DIST 25  
MASON COUNTY FIRE DIST  
MASON COUNTY PUD  
MEAD SCHOOL DIST 354  
METRO PARK DISTRICT OF TACOMA  
MID COLUMBIA LIBRARY  
MIDWAY SEWER DISTRICT  
MONROE SCHOOL DIST 103  
MORTON SCHOOL DIST 214  
MOSES LAKE PORT OF  
MOUNT BAKER SCHOOL DIST  
MT VERNON SCHOOL DISTRICT 320  
MUKILTEO SCHOOL DIST 6  
MUKILTEO WATER DIST  
NAVAL STATION EVERETT  
NE TRI COUNTY HEALTH DIST  
NORTH CENTRAL REGIONAL LIBRARY DIST  
NORTH KITSAP SCHOOL DIST 400  
NORTH SHORE UTILITY DISTRICT  
NORTH THURSTON SCHOOL DISTRICT  
NORTHSHORE SCHOOL DIST 417  
NORTHWEST KIDNEY CTR  
NORTHWEST WORK FORCE DEVELOPMENT CO  
NW REGIONAL COUNCIL  
OAK HARBOR SCHOOL DIST 201  
OAKVILLE SCHOOL DIST 400  
OCOSTA SCHOOL DIST 172  
OKANOGAN COUNTY  
OKANOGAN COUNTY FIRE DIST  
OKANOGAN COUNTY PUD  
OKANOGAN SCHOOL DISTRICT  
OLYMPIA PORT OF  
OLYMPIA SCHOOL DISTRICT 111  
OLYMPIA THURSTON CHAMBER FOUNDATION  
OLYMPIC AREA AGENCY ON AGING  
OLYMPIC MEMORIAL HOSPITAL DIST  
OLYMPIC REGION CLEAN AIR AGENCY  
OLYMPIC VIEW WATER & SEWER DIST  
OLYMPUS TERRACE SEWER DIST  
PACIFIC COUNTY  
PACIFIC COUNTY FIRE  
PARATRANSIT SERVICES  
PASCO SCHOOL DIST  
PEND OREILLE COUNTY CONSERV DIST  
PEND OREILLE COUNTY PUB HOSP DIST  
PEND OREILLE COUNTY PUD  
PENINSULA SCHOOL DISTRICT 401  
PERRY TECHNICAL INSTITUTE  
PIERCE COUNTY  
PIERCE COUNTY FIRE DIST  
PORT ANGELES PORT OF

PORT ANGELES SCHOOL DISTRICT 121  
PRESCOTT SCHOOL DIST  
PUGET SOUND CLEAN AIR AGENCY  
PUGET SOUND SCHOOL DIST  
QUINCY COLUMBIA BASIN IRRIG DIST  
RICHLAND SCHOOL DIST 400  
S KITSAP SCHOOL DISTRICT 402  
S SNOHOMISH CO PUBLIC FAC DIST  
SAFEPLACE  
SAMISH WATER DIST  
SAMMAMISH WATER AND SEWER DIST  
SAN JUAN COUNTY  
SAN JUAN COUNTY FIRE DIST  
SEA MAR COMM HEALTH CTR  
SEATTLE JEWISH PRIMARY SCHOOL  
SEATTLE PORT OF  
SEATTLE SCHOOL DIST 1  
SEATTLE UNIVERSITY  
SECOND AMENDMENT FOUNDATION  
SECOND CHANCE INC  
SENIOR OPPORTUNITY SERVICES  
SHELTON SCHOOL DISTRICT 309  
SILVERDALE WATER  
SKAGIT COUNTY  
SKAGIT COUNTY CONSERVATION DIST  
SKAGIT COUNTY FIRE DIST  
SKAGIT COUNTY ISLAND HOSPITAL  
SKAGIT COUNTY PORT OF  
SKAGIT COUNTY PUD 1  
SKAGIT TRANSIT  
SKAMANIA COUNTY  
SKOOKUM INC  
SNOHOMISH COUNTY LIBRARY  
SNOHOMISH COUNTY PUD  
SNOHOMISH HEALTH DISTRICT  
SNOHOMISH SCHOOL DISTRICT 201  
SOAP LAKE SCHOOL DISTRICT 156  
SOOS CREEK WATER AND SEWER DIST  
SOUND TRANSIT  
SOUTH COLUMBIA BASIN IRRIG DIST  
SOUTH EAST EFFECTIVE DEVELOPMENT  
SOUTH SOUND MENTAL HEALTH SERVICES  
SOUTHWEST YOUTH & FAMILY SERVICES  
SPECIAL MOBILITY SERVICES INC  
SPOKANE CO AIR POLLUTION CNTRL  
AUTHORITY  
SPOKANE COUNTY FIRE DIST  
SPOKANE COUNTY LIBRARY  
SPOKANE SCHOOL DISTRICT 81  
ST JOSEPH/MARQUETTE SCHOOL  
STANWOOD SCHOOL DIST 410  
STEVENS COUNTY  
STEVENS COUNTY PUD  
STILLAGUAMISH TRIBE OF INDIANS  
SUMNER SCHOOL DISTRICT 320  
SUNNYSIDE PORT OF  
SUNNYSIDE SCHOOL DISTRICT 201

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

WA STATE PUBLIC STADIUM AUTHORITY  
WAHIAKUM COUNTY  
WALLA WALLA COLLEGE  
WALLA WALLA COUNTY  
WALLA WALLA COUNTY FIRE DISTRICT  
WALLA WALLA PORT OF  
WALLA WALLA SD 140  
WASHINGTON ASSOCIATION  
WASHINGTON COUNTIES RISK POOL  
WASHINGTON FIRE COMMISSIONERS ASSOC  
WASHINGTON HEALTH CARE ASSOCIATION  
WASHINGTON PUBLIC AFFAIRS NETWORK  
WASHINGTON STATE MIGRANT COUNCIL  
WEST VALLEY SCHOOL DISTRICT 208  
WEST VALLEY SCHOOL DISTRICT 363  
WESTERN FOUNDATION THE  
WHATCOM CONSERVATION DIST  
WHATCOM COUNTY  
WHATCOM COUNTY FIRE DISTRICT  
WHATCOM COUNTY RURAL LIBRARY DIST  
WHIDBEY GENERAL HOSPITAL  
WHITMAN COUNTY  
WHITWORTH WATER  
WILLAPA COUNSELING CENTER  
WILLAPA VALLEY SCHOOL DISTRICT 160  
WILLAPA VALLEY WATER DISTRICT  
WINLOCK SCHOOL DISTRICT 232  
WOODINVILLE FIRE & LIFE SAFETY DIST  
WOODLAND PORT OF  
YAKIMA COUNTY  
YAKIMA COUNTY FIRE DISTRICT  
YAKIMA COUNTY REGIONAL LIBRARY  
YAKIMA SCHOOL DISTRICT 7  
YAKIMA VALLEY FARMWORKERS CLINIC  
YAKIMA-TIETON IRRIGATION DISTRICT  
YELM COMMUNITY SCHOOL DISTRICT  
YMCA - TACOMA PIERCE COUNTY  
YMCA OF GREATER SEATTLE

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

## ATTACHMENT H LOCAL GOVERNMENT UNITS BY STATE

### Oregon's Incorporated Cities

Adair Village	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	

This may not be a complete list of all Oregon cities, but all other Oregon cities shall be incorporated by this reference.

#### Idaho's Incorporated Cities

Aberdeen	Dietrich	Heyburn	Middleton	Salmon
Acequia	Donnelly	Hidden Springs	Montpelier	Sandpoint
Albion	Dover	Horseshoe Bend	Moscow	Shelley
American Falls	Downey	Idaho City	Mountain Home	Shoshone
Ammon	Driggs	Idaho Falls	Murray	Soda Springs
Arco	Eagle	Island Park	Nampa	Spirit Lake
Ashton	Elk City	Juliaetta	New Plymouth	St. Maries
Bancroft	Emmett	Kamiah	Nezperce	Stanley
Bellevue	Fairfield	Kellogg	Orofino	Star
Boise	Franklin	Ketchum	Parma	Stites
Bonnors Ferry	Fruitland	Kimberly	Payette	Sugar City
Buhl	Garden City	Kooskia	Pierce	Sun Valley
Burley	Garden Valley	Kuna	Pocatello	Tetonia
Caldwell	Genesee	Lava Hot Springs	Post Falls	Troy
Cambridge	Glenns Ferry	Lewiston	Potlatch	Twin Falls
Carey	Gooding	MacKay	Preston	Victor
Cascade	Grace	Malad	Priest River	Wallace
Challis	Grandjean	Malta	Rathdrum	Wardner
Chubbuck	Grangeville	Marsing	Rexburg	Weippe
Coeur d' Alene	Hailey	McCall	Richfield	Weiser
Cottonwood	Harrison	McCammon	Rigby	Wendell
Council	Hauser	Melba	Riggins	Whitebird
Dalton Gardens	Hayden	Meridian	Rupert	

This may not be a complete list of all Idaho cities, but all other Idaho cities shall be incorporated by this reference.

#### Idaho's Counties

Ada	Bonneville	Custer	Kootenai	Owyhee
Adams	Boundary	Elmore	Latah	Payette
Bannock	Butte	Franklin	Lemhi	Power
Bear Lake	Camas	Fremont	Lewis	Shoshone
Benewah	Canyon	Gem	Lincoln	Teton
Bingham	Caribou	Gooding	Madison	Twin Falls
Blaine	Cassia	Idaho	Minidoka	Valley
Boise	Clark	Jefferson	Nez Perce	Washington
Bonner	Clearwater	Jerome	Oneida	

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

## ATTACHMENT I

TargetSolutions employs a national marketing strategy to educate the marketplace on its online training management software. The strategy relies on a diverse mix of marketing initiatives, campaigns and programs in the various industries TargetSolutions serves, including attendance at national and local conferences, paid advertising campaigns, inbound and outbound marketing, and much more. The goal of TargetSolutions' marketing is to generate interest in its computer-based system.

TargetSolutions will be promoting our partnership with NPP through our website and on all of our marketing collateral as well as some additional examples of TargetSolutions' marketing efforts outlined above:

### **National and Local Conferences Recently Attended:**

- Firehouse World (Fire)
- EMS Today (EMS)
- FDIC (Fire)
- Fire-Rescue International (Fire)
- PRIMA Conference (Risk Pools)
- IPMA Training Conference (Human Resources)
- TCOLE Conference (Law Enforcement)
- National League of Cities (Municipalities)
- CAJPA (Risk Pools)
- VCOS Symposium (Volunteer Firefighters)

### **Ongoing Paid Campaigns with Various Digital Advertising Partners:**

- Webcast Sponsorships
- Email Blasts
- Web Banners
- Search Engine Marketing
- Thought Leadership Articles

In addition, TargetSolutions regularly works with customers to create customized marketing materials built to help organizations promote the utilization of the platform. TargetSolutions has a rolling marketing budget that can vary from year to year.



## ATTACHMENT J

The TargetSolutions Platform is an all-inclusive records management and training platform and includes all content and capabilities within the platform as part of the pricing. The only additional costs are content that is not created by TargetSolutions (ie. AlphaAct, HealthStream, AHA, etc)

**Pricing will vary based on the size of the organization and the industry the organization serves:**

**Fire Industry:**

\$109/Firefighter (list price)

NPP Pricing is between: \$99/Firefighter - \$75/Firefighter based on size of the department

**Law Enforcement Industry:**

\$ 99/Officer (list price)

NPP Pricing is between: \$89/Officer - \$49/Officer based on the size of the department

**Water/Wastewater Industry:**

\$109/Person (list price)

NPP Pricing is between: \$99/Person - \$75/Person based on the size of the organization

**Cities/Counties:**

\$59/Person (list price)

NPP Pricing is between: \$49/Person - \$15/Person based on the size of the organization

## ATTACHMENT K

Platform

Starts on next page.



Aircraft Rescue & Fire Fighting.  
Career Management.  
Controlled Substances.  
Daily Activities.  
Driver's Licenses.  
EMS & Fire Recertification.

## **PLATFORM SOLUTIONS**

*Technology with a Purpose.*

Inspection Checks.  
ISO Compliance.  
JAC Code Reimbursements.  
NIMS-ICS.  
Policies & SOG Compliance.  
Post-Incident Analysis.  
Pre-Planning Reports.  
Probationary Evals.  
RMS Integration.  
Sexual Harassment Training.  
Skill Sheets & Task Books.  
Urban Search & Rescue.  
Wildland Training.

### **TS Fire Service Trackers**

TargetSolutions creates powerful tools that simplify training and operations management. These tools enable departments to schedule, deliver, track and report on critical compliance issues. This is what happens when innovation meets purpose.



## ARFF SOLUTION

### Watch Your Training Take Off with a Comprehensive ARFF Solution.

Considering the catastrophic potential for casualties during an aviation emergency, it makes sense firefighters need thorough preparation for the challenges these situations possess. Response, hazard mitigation and evacuation are some of the skills needed during emergencies. With TargetSolutions, departments required to meet these challenges can track ARFF training data and hour accumulation, plus deliver the FAA's Aircraft Rescue and Fire Fighting Training DVD.

#### Deliver ARFF Training.

#### Ready-Made Training That Meets ARFF Requirements.

TargetSolutions provides a pre-built package of activities covering the 11 chapters of the FAA's Aircraft Fire Fighting and Rescue Training DVD, as well as five training modules on first responder safety at a small aircraft or helicopter accident.

#### Track ARFF Training.

#### Powerful Tools That Ensure ARFF Training Is Logged.

After users have completed training to meet mandatory ARFF requirements, you can be confident TargetSolutions' recordkeeping system will track hour accumulation. Platform managers can run reports to check hours for all ARFF personnel. After training is complete, scan a copy of the certification to the user's record so it can be viewed electronically.

“ We really impressed the FAA with our training records. Someone with the FAA actually told one of our neighboring departments they may want to look at what (we are) doing to create quality records. That was a great compliment to us and to TargetSolutions.”


MARC SANAGELO, Naples Fire Department, Fla.

**COMPLETE ACTIVITY**

ARFF TRAINING:  
**Chapter 01: Introduction to Aircraft Rescue and Fire Fighting**

This chapter serves as an introduction to the ARFF training DVD, as created by the FAA.

Please review this video.



▶ 01:03  02:47 ◀ ⏪ ⏩ ⏹

Duration  
Training Hours: .05

[Submit as Complete](#) [Save Changes](#) [Cancel](#)

TargetSolutions comes loaded with a pre-made package of training activities and modules specifically built to meet ARFF standards. Training features 11 chapters of the FAA's Aircraft Fire Fighting and Rescue Training DVD.



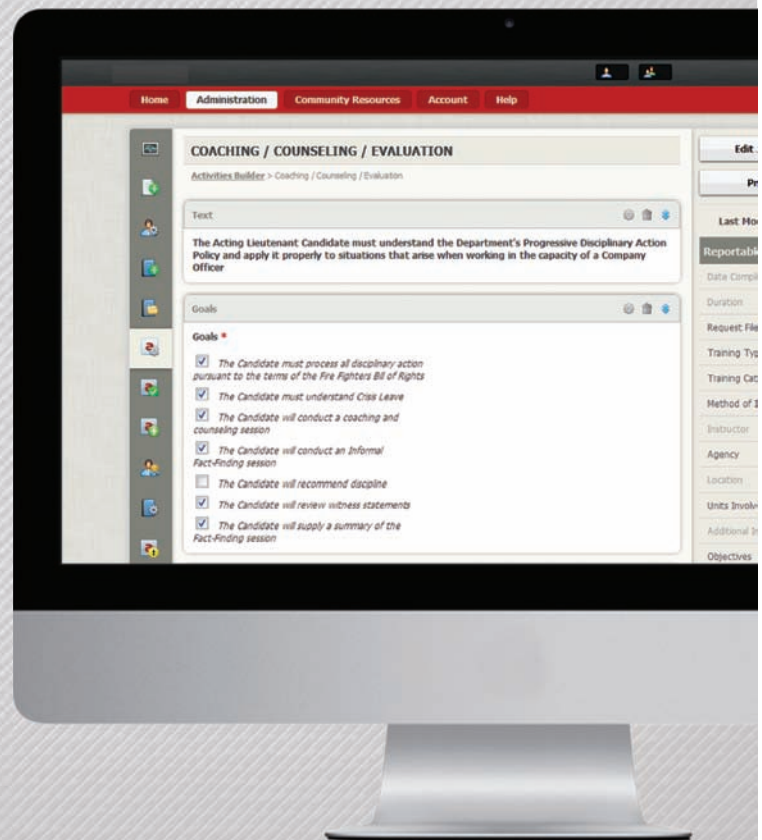
## CAREER MANAGEMENT SOLUTION

### Certification & Qualification Management Tools That Keep Employees on Track.

Keeping emergency responders in compliance isn't just important for the departments that employ them. It's important for the employees' themselves as they look to promote inside the profession. TargetSolutions features an easy-to-use Career Management Solution, tracking activities, tools and reports that are built to help you keep employees ahead of important expirations that could jeopardize their compliance, as well as their ascension up the ranks.

#### Manage Various Licenses. Don't Let Deadlines Pass. Receive Timely Alerts with TargetSolutions.

With TargetSolutions, you can keep track of your employees' progress as they maintain important credentials, certifications, licenses, etc. The powerful recordkeeping system tracks necessary information and alerts platform managers and employees when expirations or deadlines are approaching. All you'll need to do is define your department's career paths and assign your employees to them, and be confident key stakeholders, including administrators, supervisors and users, will receive alert emails and notifications alarming them of critical compliance issues. You can also run reports at any time, to see whose license or credential is expired or approaching expiration.



TargetSolutions has created a set of tools and reports that help departments stay ahead of important expirations.



## CONTROLLED SUBSTANCES SOLUTION

### Monitor Vital Information, Including Inventory and Expirations of Narcotics

If you're not accurately tracking your ambulance's inventory of controlled substances, your entire department is at risk. Whether it's Vicodin, morphine, or any other drug emergency medical technicians are responsible for administering, it needs to be accounted for on a regular basis. TargetSolutions has created a powerful tool for logging information related to narcotics, as well as a glucometer check. With our ready-made solution, your department can answer critical questions.

#### Report Accurate Information.

#### Manage Risks by Easily Reporting Inventory, Expiration Dates.

TargetSolutions gives departments an easy-to-use tool for accurately tracking inventory of narcotics, as well as monitoring expiration dates. With TargetSolutions, key stakeholders responsible for EMS verification checks, will be required to acknowledge checking critical information related to the drugs. Electronic recordkeeping through TargetSolutions makes it easy to generate comprehensive reports on any trackable information related to controlled substances.

**COMPLETE ACTIVITY**

INSPECTIONS:  
**EMS Daily Check - Drug and Glucometer**

Please check the info below for serial numbers, expiration date and apparatus number for **MORPHINE** and **VERSED**. Is the total amount of controlled substance allocated for your apparatus accounted for, either medication on hand or paperwork?

- 30mg MSO
- 8 mg versed

Yes, all information is correct below  \*

If any of the info is not correct please send correction to the [EMS Division Chief](#).

**EMS Drug Log : Engines**

Engine 23		
500	MSO4	3/15/2014
789	MSO4	2/1/2014
930	MSO4	6/1/2015
495	VERSED	6/1/2015
885	VERSED	3/15/2014
178	VERSED	3/15/2014
906	VERSED	7/1/2015

Engines  >

Any controlled substance expiring within 30 days?

No  \*

With TargetSolutions you'll be able to log vital information related to controlled substances. After logging critical information, you can easily generate comprehensive reports with detailed information.



## DAILY ACTIVITIES SOLUTION

### Hands-On Training Never Goes Wasted with TargetSolutions' Tracking System.

TargetSolutions offers departments like yours a ready-made solution for efficiently tracking different types of ongoing daily drill-yard training. These are the types of activities every department regularly completes, but might not regularly log. TargetSolutions features 19 electronic forms that can be found on most departments' daily checklist. These lists are broken into specifications, ensuring all training, no matter how minimal, is being tracked and recorded by platform managers.

#### Track Daily Training.

#### Nineteen Training Activities You Can Start Tracking Right Away.

Every firefighter at every fire department needs to train on various activities related to fire suppression. Whether it is ladders, hoses, or anything else you can think of – it all needs to happen regularly for firefighters to stay sharp and prepared. With TargetSolutions, you'll have access to pre-built activities that log hours, instructor, location, etc. These activities can be easily delivered, tracked and then reported.

#### DAILY ACTIVITIES SOLUTION

Here are the 19 daily drill-yard type activities TargetSolutions features:

- Aerial Ladder
- Arson
- Driver Training
- Emergency Ops
- Fire Prevention
- Fire Pump
- Fire Suppression
- Forcible Entry
- Hazardous Materials
- Hose
- Hydrants/Streets
- Ladders
- Management
- Pre/Post Incident
- Preventative Maintenance
- SCBA Inspections
- Technical Rescue
- US&R
- Vehicle Repair



## DRIVER'S LICENSES SOLUTION

### TargetSolutions Tracks Licenses and Alerts You When Expirations Are Approaching.

It's not easy for organizations to manage all of the various renewable licenses that expire on an ongoing basis. TargetSolutions can help. Whether it's a driver's license, an instructor's license, an EMT's license, or any other type of license people in your organization need to maintain, it can be tracked with TargetSolutions' powerful records management system. And best yet, TargetSolutions' alerts and notifications are there to keep you informed when licenses approach or expire.

#### Keep Your Licenses Up to Date.

#### Maintain Licenses and Other Types of Qualifications.

With TargetSolutions you'll be able to create and assign electronic forms for your employees to complete after they've completed, renewed and updated their licenses. It doesn't matter what type of license your employees need to maintain. With TargetSolutions, you'll have an intuitive recordkeeping system that tracks all of your critical information. You can also set e-mail alerts so employees are reminded of approaching deadlines and help keep them on track.

**DRIVERS LICENSE (CLASS B OR C)**

[Manage Credentials](#) > Drivers License (Class B or C)

**Credential Options**

Categorized under **REQUIRED LICENSES**  
**Pinned** to top of user schedule  
**Viewable** and/or **editable** by user  
 Requires **expiration date, number**

**Users**

**263** users currently enrolled in this credential  
**0** users have missed the deadline  
**1** users are approaching the deadline

**Alerts (6)** [Add Alert](#)

MESSAGE	WHEN	WHO	INDIVIDUAL	DELIVERY
Our records indicate that your CA Drivers License expires in 90 days. Please take the necessary actions to maintain mandatory currency of your license.	90 days before expiration	User		Email Notifications
<b>FINAL NOTICE:</b> Our records indicate that your CA Drivers License expires in 30 days. We remind you that working with an expired drivers license may result in discipline and/or termination.	30 days before expiration	Administrator User		Email Notifications
<b>EXPIRATION ALERT:</b> Our records show that your CA Drivers License is expired. It is <b>ILLEGAL</b> to perform your assigned duties until this matter is resolved.	On expiration date	Administrator User		Email Notifications

Track all types of license, including driver's licenses, EMT certifications and other types of qualifications with TargetSolutions.





## EMS RECERTIFICATION SOLUTION

### Manage Your EMS Recertification with TargetSolutions' Innovative Technology.

You are responsible for ensuring your emergency responders are legally qualified to perform their jobs. To keep them in compliance and minimize your organization's exposure, TargetSolutions has developed the ground-breaking Credentials application. This innovative, easy-to-use tool gives you control over what training your employees need to fulfill their credentials. EMTs and paramedics across the country can manage their continuing education requirements with TargetSolutions.

#### Maintain Certification with TargetSolutions.

#### The Industry's Leader in Online Training for Emergency Responders.

TargetSolutions is a pioneer in web-based training services for public entities. With more than 160 hours of EMS recertification training, we've worked hard to build the industry's most robust online course catalog. TargetSolutions' convenient training features engaging interactions and captivating lessons. TargetSolutions is accepted in almost every state, so you'll be compliant with federal, state and local regulations.

“ I know for a fact we are saving money by doing it this route. It can be very time consuming and expensive scheduling instructor-led training. The more we can push out this way, the better.”

STEVE POFFENBERGER,  
West Shore EMS, Penn.

EMT				
<a href="#">My Credentials</a> > View Credential: EMT				
Requirements				51%
TOPIC	REQUIRED	APPLIED	NEEDED	COMPLETED
Airway/Ventilation	6 Hours	3	3	3
Medical	18 Hours	9	9	9
Operations	2 Hours	2 *	0	4
Patient Assessment	4 Hours	4 *	0	5
Pediatric	6 Hours	3	3	3
Preparatory	6 Hours	5	1	5
Special Considerations	6 Hours	4	2	4
Trauma	6 Hours	4	2	4
Additional Units	18 Hours	3	15	0
<b>Total</b>	<b>72</b>	<b>37 (51%)</b>	<b>35</b>	<b>37</b>

Whether it's EMT-Basic, EMT-Paramedic or any other EMT credential, TargetSolutions has the ability to combine required continued education courses into a comprehensive package.



## FIRE RECERTIFICATION SOLUTION

### TargetSolutions Made Its Mark Providing Firefighters with Valuable Online Training

If you're in a state that allows a percentage of fire recertification training to count through an online provider, TargetSolutions features courses based on the NFPA codes and standards, including NFPA 1001 (FF I & II), 1021 Company Officer, and the 1500 series. TargetSolutions courses also cover wildland fire, emergency response to terrorism, first responder operations level refreshers, and much more. Even better, you'll be able to thoroughly track all of your offline training activities.

#### Benefit from Pre-Training Coursework. Train, Track, Report with TargetSolutions Powerful System.

Some states mandate annual recertification for firefighters. But firefighters everywhere will find great value in TargetSolutions, which offers hundreds of courses designed to make federal, state and local requirements more easily attainable. With TargetSolutions, completing a portion of necessary training hours is cheaper and convenient. It's also great pre-training that will make time spent on the training ground, conducting hands-on exercises, more valuable.

#### Receive Timely Alert Notifications. Recertification is Complex. TargetSolutions Makes It Easier.

TargetSolutions' powerful technology system features alert notifications that make sure key stakeholders, including battalion chiefs, training captains, line personnel, know assignment details, including important deadlines. Alerts help you keep your staff in compliance. TargetSolutions has built a system for delivering training, tracking completions and reporting results.

“ We ask our members to review an online TargetSolutions (assignment), and take a test afterward to prepare themselves for when they arrive at an in-service or a training event to do the skills portion. This has allowed us to take something that would normally be two hours long and condense it down into an hour.”

MICHAEL BAKER,  
Tulsa Fire Department, Okla.





## INSPECTION CHECKS SOLUTION

### Keep Comprehensive Records of Your Department's Various Inspections.

There is no shortage of responsibility for those who work in the fire service. Some of the key chores firefighters face at every fire station across the country are mandatory inspections. Whether it's routine analysis of self-contained breathing apparatus, personal protective gear, truck or engine equipment, or anything else under the station's roof, it needs to be checked. Regularly. TargetSolutions provides departments like yours with the tools they need to track that information.

#### Ensure Inspections Are Completed.

#### TargetSolutions Simplifies Mandatory Checks for the Fire Service.

SCBA and PPE need to be compliant with NFPA standards. Hose hydrant pressure needs to be tested. Station maintenance and safety inspections need to be conducted. Trucks and tools need to be monitored. All of this has to happen. It also has to be tracked. To ensure all inspections are completed on time, TargetSolutions has created a solution for tracking inspection activities. TargetSolutions is able to easily load any type of check or inspection form into your department's site. After inspections are conducted and activities are completed, departments can count on exceptional records that verify critical information.

#### INSPECTION CHECKS OVERVIEW

Here are some examples of various types of inspections you can track with TargetSolutions:

- Ambulances
- Command Vehicles
- Daily Vehicle Maintenance
- Drugs Check Off
- Engines
- Fire Protection Systems
- Ground Ladder Maintenance
- Hydrant & Flow Testing
- Nightly Firehouse Check
- Personal Protective Equipment
- Portable Fire Extinguisher
- Pre-Engineered Systems
- Rescue Boat
- Self-Contained Breathing Apparatus
- Specialty Vehicle
- Tools
- Trucks



## ISO COMPLIANCE SOLUTION

### TargetSolutions' ISO Training Tracker Works Wonders for Fire Departments.

If you're like most training officers, you've had your share of headaches preparing for a review by the Insurance Services Office. TargetSolutions' ISO Training Tracker application eliminates surprises, so fire departments always know where personnel stand. By setting up the ISO tracker, departments are able to maintain their ISO records, allowing them to meet ISO standards for reporting. This powerful tool was created to make the entire ISO training and tracking process as easy as possible.

#### Training Built for ISO.

#### Deliver ISO-Specific Training Buckets Created by TargetSolutions.

Assign ready-made training assignments to your employees that cover requirements for driver training, officer training, hazmat training, company training and facilities training. TargetSolutions has created "buckets" – consisting of online training courses and customized activities of offline training – built specifically to meet ISO's training standards. Great detail went into the preparation of these credentials, so your staff will receive the perfect combination of training.

#### Reporting Built for ISO.

#### Generate Comprehensive Reports That ISO Will Love.

After your crew has completed assignments, TargetSolutions' recordkeeping system automatically tracks completions and can generate detailed reports structured perfectly for ISO's reviewing process. With TargetSolutions, ISO will have little trouble reviewing your records.

“TargetSolutions has created a records system that clearly allowed our organization to comply (with its ISO review). The process of completing the training section of the report for ISO was seamless. We were able to extract all required information and complete a comprehensive report for the ISO inspector.”

GUY KEIRN,  
Pinellas Park Fire Department, Fla.

Requirements				99%
TOPIC	REQUIRED	APPLIED	NEEDED	COMPLETED
Driver Training	0 Hours	0	0	0
HazMat Training	3 Hours	3 *	0	8
Multi - Company Drills	24 Hours	24 *	0	96
Officer Training	12 Hours	8	4	8
Pre-Plans	0 Hours	0	0	0
Company Training	240 Hours	240	0	184.43
Total	279	275 (99%)	4	296.43

If you're looking to improve your department's ISO rating, TargetSolutions' ISO Compliance Solution is the tool for you.



## JAC CODE SOLUTION

### Capture More Data. Make More Money. Reimbursements with TargetSolutions.

In these tough economic times, it's important for departments to take advantage of every revenue opportunity possible. The California Fire Fighter Joint Apprenticeship Committee (CFFJAC) is an apprenticeship training program encompassing nearly all paid occupations found in the California Fire Service. If your department is participating in the CFFJAC training program, it can track completion of all JAC training using TargetSolutions' powerful online training and records management system.

#### **Include a JAC Code in Your Training.** **Use TargetSolutions to Document Training and Activities.**

Clients can use Activities Builder to easily assign and track the completion of training and routine tasks such as inspections, drills, exercises, hands-on training, and acceptance of policies and SOPs, among many other compliance-related activities. Platform managers can create a tracking activity with a corresponding JAC identification number. TargetSolutions has already assigned a three letter JAC code to all applicable Target- Solutions training courses. If your state participates in a different state or federal reimbursement program for training, please contact TargetSolutions to learn more about our powerful reporting capabilities.

#### **TRAIN. TRACK. REPORT.**

**With TargetSolutions' JAC reporting solution you will have the ability to do the following:**

-  Automatically track JAC codes for completed training assignments.
-  Assign, deliver and track training by CFFJAC apprentices.
-  Easily report monthly training records to CFFJAC to receive credit.



## NIMS-ICS SOLUTION

### Training Tied to FEMA’s Website Can Be Delivered, Tracked with TargetSolutions.

Operational crew members are required to obtain certain training for preparation for when emergencies strike. Vital Incident Command System training principles need to be delivered, tracked and recorded so agencies can show personnel are ready for the challenge. That’s where TargetSolutions comes in. We’ve compiled 10 different courses from FEMA and with TargetSolutions, you’ll be able to easily deliver, track and report NIMS training.

### Manage Critical Disaster Preparedness Training. After Delivering Training, Use TargetSolutions to Track Completions.

TargetSolutions’ powerful Credentials application helps departments operate more efficiently and productively. By bundling courses together with customized alerts, it’s easier for training officers to manage important training requirements like NIMS-ICS. TargetSolutions has a ready-made solution – consisting of 10 varying modules straight from FEMA’s website. This training covers everything from introductory material to NIMS IS-800. These courses answer how operational personnel should manage emergencies, from preparedness to recovery, regardless of their cause, size, location or complexity. With TargetSolutions, delivering, tracking and reporting NIMS-ICS training is simplified.

All Industries: NIMS, ICS, IS Training	
NAME	DESCRIPTION
<b>NIMS ICS 100</b>	Introduction to the Incident Command System (ICS 100) from the FEMA website.
<b>NIMS ICS 100.sca</b>	NIMS Introduction to Incident Command System for School from the FEMA website
<b>NIMS ICS 200</b>	ICS for Single Resources and Initial Action Incidents (ICS 200) from the FEMA website.
<b>NIMS IS 701</b>	NIMS Multiagency Coordination Systems from the FEMA website.
<b>NIMS IS 702</b>	NIMS Public Information from the FEMA website.
<b>NIMS IS 703</b>	NIMS Resource Management from the FEMA website.
<b>NIMS IS 704</b>	NIMS Communications & Information Management from the FEMA website.
<b>NIMS IS 775</b>	EOC Management & Operations from the FEMA website.
<b>NIMS IS-700</b>	Introduction to the National Incident Management System (NIMS) from the FEMA website.
<b>NIMS IS-800</b>	An Introduction to the National Response Framework from the FEMA website.

TargetSolutions comes with National Incident Management System ICS training activities that platform managers can easily import and assign to employees.



## POLICIES & SOG COMPLIANCE SOLUTION

### Easily Deliver Electronic Documents and Verify Compliance with E-Signatures.

If you are responsible for managing an organization, no matter how big or small, you have information that absolutely needs to be delivered. Whether it's a new policy, an SOG, or anything related to compliance, there is no way around it. But how do you make sure all personnel have received, comprehend and agree to critical documents? It can be difficult. TargetSolutions was built to make the entire process – from creation, to dissemination, to recordkeeping – more efficient.

#### Manage Documentation with Confidence.

#### Attach Policies to Assignments and Deliver to Your Personnel.

TargetSolutions' innovative activity-building tool makes it easy for you to attach any type of electronic document imaginable and deliver it to members of your organization. Make sure every document has an e-signature to ensure it has been viewed and then track completions. With TargetSolutions, you can rest easily knowing your organization has delivered critical communications to key stakeholders.

#### Manage Your Organization with Confidence.

#### Create Anything You Want and Deliver It Through TargetSolutions.

It's not just critical policies, SOGs and training activities that you can deliver with TargetSolutions. Need to test your employees fitness level? Assign TargetSolutions ready-made **Fitness Program Review**. Need to analyze organizational risk? Deliver our **General Office Risk Assessment Activity**. Want to know how comfortable your employees feel about their working environment? Deliver the **Ergonomics Survey**. The system comes loaded with pre-made activities, including **Weekly Apparatus Tool Check**, **Wildland PPE Inspection**, **Forcible Entry**, **Sexual Harassment Policy**, **On-the-Job Accident Incident Report Forms**. They're all ready made and trackable with TargetSolutions.

“With TargetSolutions we can now build an SOP, put it in TargetSolutions and record when it has been completed. We now have 100 percent certainty that everyone who works here has read something and that they've got it. To me, that's brilliant and something I wouldn't be able to do unless I were here 24 hours a day.”

AL SCHLICK, Wauconda Fire District, III.



## POST-INCIDENT REPORTING SOLUTION

### TargetSolutions Helps Departments Keep Real-Life Experiences From Going To Waste.

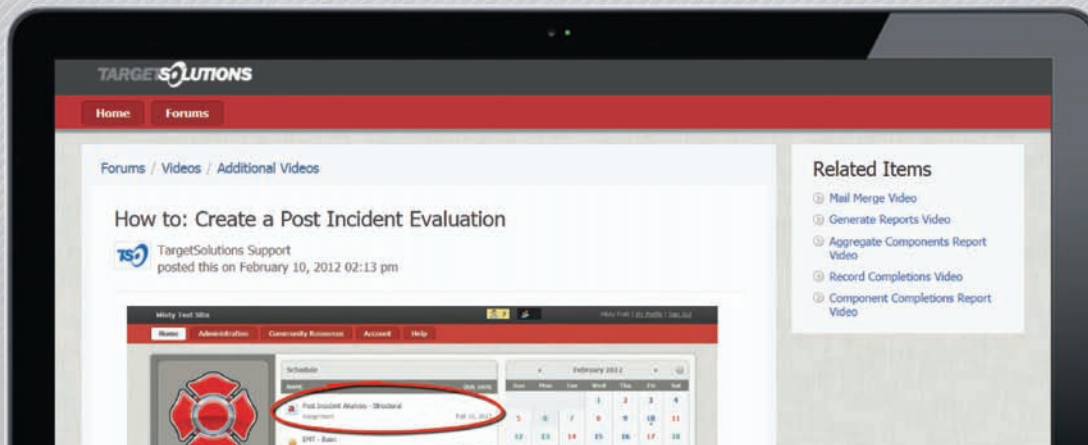
Like all professions, emergency responders gain knowledge through experience. With TargetSolutions, your department's personnel can learn from other members' encounters. By creating post-incident activity forms that require responders to report important details about recent emergencies, your crew will have endless resources. Whether it's a car accident, a noteworthy medical incident, or a raging fire, it can all be made into lesson material for your entire crew to learn from.

#### Let Emergency Response Dictate Training. Create Training Activities to Address Real-Life Deficiencies.

When emergencies strike, first responders are tested. All of their hard work training comes to light. Deficiencies are also brought to light. Post-incident reports give training managers great insight into upcoming training opportunities. The TargetSolutions system also makes it easy to document unplanned and on-the-spot training that is conducted immediately after emergencies.

#### Always Be Training for the Future. Be Prepared for Incidents by Leveraging Previous Experiences.

You can designate and deliver activities covering Pre-Fire Orientation or Pre-Incident Planning by analyzing what went right or wrong during a previous incident. You can include audio from emergency calls, CAD text, to provide play-by-play. Show emergency scene notes that may give your crew insight into future incidents. TargetSolutions makes it possible to document real-life experiences, receive credit toward training hours and prepare for future incidents.



TargetSolutions' Help section features "How to" videos that give platform managers tips on creating activities like Post-Incident Evaluations.





## PRE-PLANNING REPORTS SOLUTION

### Create Detailed Pre-Planning Reports Outlining Specific Details Prior to Training.

Pre-planning reports are critical to fire departments for numerous reasons. Not just for the documentation that pre-planning inspections of local facilities have in fact taken place, but in the completion of training activities. Simulated training using pre-plans prepares crews for critical challenges they'll see when pressed into action. TargetSolutions gives you the ability to create detailed electronic pre-planning forms, track inspections and receive training credit for time spent.

#### Always Be Prepared.

#### Creating Pre-Planning Reports Makes ISO Inspections Much Easier.

Electronic forms for various building inspections are important during ISO inspections. With TargetSolutions, you'll have the ability to effectively track and report information related to pre-planning. You'll also be able to receive training hours for time spent conducting reviews. Your department will be able to detail information, like the various types of building construction, facility dimensions, fire hydrants, sprinkler systems, and more, that are critical during simulated training activities.


**PREVIEW ACTIVITY**

[Activities Builder](#) > [Cooper City: Embassy Lakes Professional Plaza \(2525 Embassy Drive\)](#) > Preview Activity

ISO: PRE-FIRE PLANNING INSPECTIONS, NFPA 1620:  
**Cooper City: Embassy Lakes Professional Plaza (2525 Embassy Drive)**

---

Please review the attached pre-fire plan.

 [Cooper City: Embassy Lakes Professional Plaza \(2525 Embassy Drive\)](#)



I have read and understand the document above.

---

**Training Type**  
Review of pre-fire plans.

---

**Date Complete**

08/26/2013  7:00 AM  \*

With TargetSolutions' Pre-Planning Reports, you can document training hours spent analyzing local facilities. TargetSolutions' recordkeeping system ensures you receive training hours for all types of training.



## PROBATIONARY EVALS SOLUTION

### Document Everything Your Firefighters Do During Their Probationary Periods.

Probationary and apprentice firefighters need training activities built to help them grow as emergency responders. Fire departments need to make sure these individuals are gaining proficiencies. With TargetSolutions, you can deliver the Apprentice Firefighter Daily Performance Evaluation, which gives platform managers the chance to rate how an apprentice firefighter performed during a given shift. Or you can create your own set of training activities tied to performance.

#### Tracking Tools That Make a Difference.

#### Make Sure Your Employees Are Up to Speed with TargetSolutions.

Utilize TargetSolutions' Activities Builder to create a set of customized resources that cover various mandatory skills and knowledge an apprentice will need after their probationary period and throughout their career. From administrative requirements, like new-hire documentation, to monthly skill testing like ventilation and ladders, TargetSolutions is a great tool for delivering mandatory training and tracking its completions.

**Probationary Firefighter Sign Off**

---

By submitting this evaluation as complete, you are agreeing that you have read and understood the officer's evaluation of your efforts.

---

**Firefighter Signature \***

Yes, I have read and understood the evaluation

---

Submit as Complete
Save Changes
Cancel

Platform managers can deliver probationary evaluations to employees through TargetSolutions and then require e-signatures to confirm they have reviewed the evaluation.



## RMS INTEGRATION SOLUTION

### TargetSolutions' Online System Is Capable of Integrating with Third-Party Software

If you're looking for an online training system that is compatible with other service providers, look no further. TargetSolutions can meet your integration needs. If you have the resources in-house, or ability to hire a contracted programmer, TargetSolutions will provide them the information and tools to integrate your experience. The platform has been built to receive data from other systems, as well as export data to third-party software providers through its API Solution for programmers.

#### **Built to Take Data In.**

#### **Import Roster Information From Other Systems Into TargetSolutions.**

Simplifying roster changes is important to fire departments. If your department is using a third-party system for roster information, TargetSolutions has an API for receiving that data. We take pride in the fact we have created a powerful, yet easy-to-use system that is compatible and capable of integrating with other systems.

#### **Built to Push Data Out.**

#### **Export Completion Data From TargetSolutions Into Other Systems.**

TargetSolutions has developed an API to allow clients to access training record data without logging in. Once the API is in place, retrieving training record data can be done with no human interaction whatsoever – saving time and increasing operational efficiencies.

#### **TargetSolutions Offers APIs Capable of the Following:**

- ✓ Create a new user
- ✓ Inactivate a user
- ✓ Modify user profile information
- ✓ Add and remove users from groups
- ✓ Add, remove and edit groups
- ✓ Manage supervisor rights
- ✓ Manage user Credentials
- ✓ Completion reports
- ✓ Incomplete assignment reports
- ✓ Credential reports

#### **REST Protocol and Hiring a Professional Software Services Group:**

The API was written using a standard REST protocol and can be used to interact with any third party system capable of similar interaction. In order to use the API, you will need to have a programmer available with a working understanding of RESTful APIs, which is very common in the programming world and can be easily outsourced to a qualified service provider. More information is available at <https://developers.targetsolutions.com>.



## SEXUAL HARASSMENT SOLUTION

### Increase Training, Track Completions and Reduce Overall Organizational Liability.

There are reportedly more than 11,000 charges of sexual harassment each year. The impact of these claims is devastating, not just on the victim, but on lost work time and legal damages. That's why TargetSolutions is a must-have risk management tool for public entities. Our sexual harassment courses help you prevent costly incidents from happening. You can also combine our training with your own Sexual Harassment Policy to ensure everyone understands the ramifications.

#### **Avoid Huge Mistakes with Training.**

#### **Proactive Training Educates Employees and Prevents Incidents.**

TargetSolutions offers more than 1,000 online training courses, including Sexual Harassment Awareness and Sexual Harassment for Supervisors. These courses have been taken more than 80,000 times by our clients. Organizations in California with more than 50 employees are required by law to have all supervisors complete a two-hour sexual harassment course every two years. TargetSolutions' training meets mandatory training for public entities. The U.S. Department of Labor estimates more than \$1 billion is lost each year due to sexual harassment. For public entities, these incidents can be crippling.

#### **Quality Training and Applications.**

#### **Engaging Courses and Powerful Tools Make a Difference.**

TargetSolutions realizes how critical this training is to the health of an organization. That's why we've worked hard to make our courses the industry's best. Training utilizes engaging interactions and innovative features that enhance learning. Courses have been put through a rigorous creation process. TargetSolutions also allows you to deliver your own policies that can be delivered to employees, require an e-signature requirement and tracked for recordkeeping.



## SKILL SHEETS & TASK BOOKS SOLUTION

### Make Sure Training Is Working with Activities That Challenge Proficiencies.

With TargetSolutions' Skill Sheets & Task Books Solution, your first responders will always be at the top of their game – you can make sure of it. By delivering assignments to test employees' skills and knowledge, platform managers will know their employees' competencies. Best of all, you can track specific data electronically, run comprehensive reports and easily export to spreadsheets. TargetSolutions makes training management easier.

#### Create Reports in the Field.

#### A System That Makes It Easier to Log Employees' Skills and Abilities.

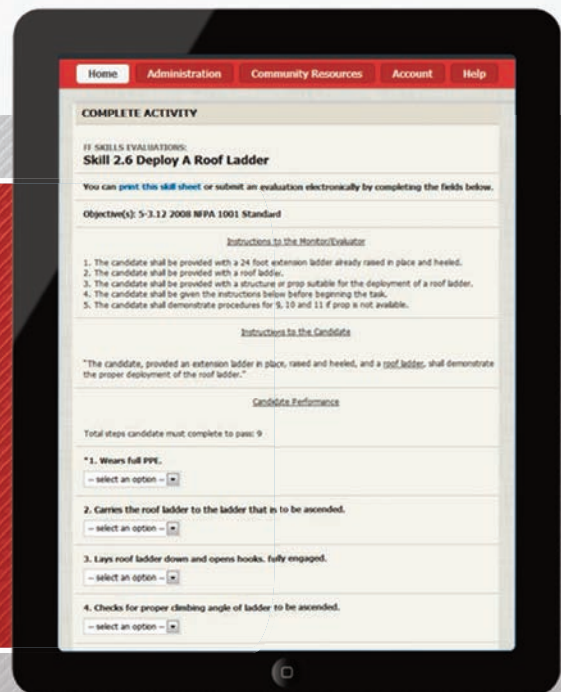
TargetSolutions can help you implement job-specific activities meant to test your employees' skills as they look to move up the ladder. This is the type of training departments have conducted for years. In many cases, skills are reported on paper and then stored in the office cabinet. With TargetSolutions, training forms are filled out – just like always – and results are logged electronically. With mobile devices, tracking in-the-field skill training is easy and convenient. And TargetSolutions' support staff can help transition training docs into electronic activities in TargetSolutions.

#### SKILL SHEETS & TASK BOOKS

Here are examples of some of the different skills you can log with TargetSolutions:

- ACLS Skills
- BMO Skills
- CPR Skills
- Driver Task Book
- EMT Medical Skills
- Immobilization Skills
- Lieutenant Task Book
- Marine FF Manipulative
- Paramedic Task Book
- Recertification Skills
- Trauma Skills
- Ventilation Skills

If you'd like more information on how TargetSolutions can help a department create various skill sheets and task books, please contact us today at (800) 840-8048.





## USAR SOLUTION

### Prepare Your Crew for Disasters and Track Training Records with TargetSolutions.

Urban search-and-rescue is considered a multi-hazard discipline. These special skills are needed for a variety of emergencies, including earthquakes, floods, hazardous materials, hurricanes, terrorist activities, tornadoes and typhoons, among others. To prepare for these types of situations, your crew will need to go through total training. With TargetSolutions, you'll have the tools you need to track mandatory hands-on training requirements and obtain certification.

#### Be Ready to Answer the Bell.

### Manage USAR Recertification Requirements with TargetSolutions.

To become certified and eligible to conduct certain types of rescue missions, emergency responders need to undertake precise Urban Search & Rescue training. Keeping personnel certified is another challenge for departments to manage. With TargetSolutions, you can easily create assignments for all types of USAR activities -- including Rope Rescue, Structural Collapse, Trench and Excavation, and more -- you can log training location, instructor, hours, etc. With quality records, you'll be able to report on employees' USAR compliance.

#### CREATE NEW ASSIGNMENT

#### All Activities

- USAR (FLUSAR) Train-the-Trainer
- USAR Master Trainer: Confined Space
- USAR Master Trainer: Rope Rescue
- USAR Master Trainer: Structural Collapse
- USAR Master Trainer: Trench and Excavation
- USAR Master Trainer: Vehicle/Machine Extrication

Inside TargetSolutions' platform, there is a powerful search engine to help platform managers locate specific activities like USAR training.



## WILDLAND TRAINING SOLUTION

### TargetSolutions' Courses Make Perfect 'Pre-Training' Before Tracking Hands-On.

When it comes to fighting fires, training is extremely critical. Every burn season, firefighters across the country are reminded. With TargetSolutions, you'll have access to online courses that serve as tremendous refresher material prior to conducting hands-on activities. The combination of online pre-training and hands-on exercises will prepare your crew for the challenge. In addition, TargetSolutions' powerful system makes it possible to track vital information and run comprehensive reports.

#### Engaging Wildland Training Courses.

#### Deliver the Industry's Most Dynamic Online Training to Your Firefighters.

TargetSolutions has created quality, engaging online training focused on wildland fire incidents. RT-130: Annual Wildland Fire Safety Refresher is a four-module course covering several aspects of wildland firefighting, including fundamentals of safety in wildland firefighting operations, wildland fire behavior and strategies for predicting changes in behavior that could lead to hazardous conditions, situational awareness and injury prevention. TargetSolutions also offers S-190 Introduction to Wildland Fire, which is based on the National Wildfire Coordinating Group training CD-ROM.



TargetSolutions' new RT-130 four-module course covers several aspects of wildland firefighting, including fundamentals of safety in wildland firefighting operations, wildland fire behavior and strategies for predicting changes in behavior that could lead to hazardous conditions, situational awareness and injury prevention.



A well-trained emergency responder is a safer, more effective emergency responder.  
That's why TargetSolutions created the industry's most powerful training management system  
featuring dynamic online training courses and innovative technology applications.



[www.targetolutions.com](http://www.targetolutions.com)



## **ATTACHMENT L**

Case Studies

Starts on next page.

# TARGETSOLUTIONS

## CASE STUDY

Client since July of 2010



## WEST PIERCE FIRE & RESCUE

**LOCATION:** Lakewood, Wash. | **ORGANIZATION:** Seven stations, 75 uniformed personnel  
**POPULATION:** 68K over 30 square miles | **INCIDENT RESPONSES:** 14K calls per year

### West Pierce Fire & Rescue Experiences Huge Benefits from TargetSolutions' Powerful Tracking Applications

In years past, West Pierce Fire & Rescue in Lakewood, Wash., faced numerous challenges managing its records and maintaining compliance. With seven stations it was extremely difficult meeting requirements without a comprehensive and powerful training management platform.

"We had a records management system that was not user-friendly," said Captain Jay Sumerlin, who is responsible for ensuring the department is properly trained and is using its available resources to become the best, most efficient department possible. "We would have to type in every class individually. It offered no starting point."

The complicated process did not end with the department's old and cumbersome computerized system. Sumerlin also had to manage various paper files the old-fashioned way, which was extremely difficult and time consuming.

"Some stuff was on paper, some was online," said Sumerlin. "We were relying on two or three different platforms to track training records."

With the training demands that are placed on fire departments at a national and state level, depending on numerous tracking methods to maintain compliance was becoming increasingly inefficient for West Pierce Fire & Rescue.

West Pierce Fire & Rescue found an affordable and viable option for increasing efficiencies and maintaining compliance in TargetSolutions in July of 2010.

"TargetSolutions gave us the ability to schedule classes for individuals and hold them accountable for training," Sumerlin said. "It is great for tracking exactly who did what and when they did it."

The first-hand experience of dealing with the difficulties of using multiple sources to track training and maintain compliance makes Sumerlin grateful that TargetSolutions provides a platform that brings everything together.



**TargetSolutions gave us the ability to schedule classes for individuals and hold them accountable for training. It is great for tracking exactly who did what and when they did it."**

JAY SUMERLIN, Captain, West Pierce Fire & Rescue

"The best part is that it puts everything in one place," Sumerlin said.

Sumerlin also enjoys the overall functionality TargetSolutions offers. With tools like e-signatures, sending out documents and ensuring they have been read is simple.

"Whenever there's a change to a policy, we send it out through TargetSolutions and each member can check the box that lets us know that they have read and accept the new policy - whereas before, we would have to set aside time in meetings to give them the new policy and then have them sign a piece of paper saying that they read it," said Sumerlin. "With all of those paper files, who knows where they all ended up."

West Pierce Fire & Rescue also takes advantage of Web Events, which is an additional service TargetSolutions offers for departments to conduct live training exercises without having to take personnel out of their stations for group sessions.

"We use Web Events to host online meetings that we broadcast live to all of our stations and then create courses that coincide with the lesson," said Sumerlin. "This keeps everyone at their stations, which shortens response times and makes them that much closer to potentially saving lives."



# TARGETSOLUTIONS

DEPARTMENT SPOTLIGHT

Client since October of 2013



## HONOLULU FIRE DEPARTMENT

**LOCATION:** Honolulu, Hawaii | **POPULATION SERVED:** More than 1 million on Oahu  
**OPERATIONAL TEMPO:** Around 40K calls (70% EMS) | **PERSONNEL:** 1,200 (100 civilians)

### Honolulu Fire Department Experiences Huge Savings with TargetSolutions' Computer-Based Training System

Working in paradise is nice, but no matter where you reside, managing a metro fire department's medical refresher training can be agonizing. All the sunshine, beautiful beaches, and palm trees in the world won't make it any less grueling.

With that in mind, Honolulu Fire Department turned to TargetSolutions, the industry's leading provider for online firefighter training and records management. The goal was simple: Implement the system to efficiently distribute EMS continuing education to personnel spread across 43 stations and nearly 600 square miles on the island of Oahu.

The results brought the department an unexpected tidal wave of savings. After measuring the first full year on the platform, Honolulu determined that by utilizing TargetSolutions – and eliminating the need to schedule off-duty training – the agency was able to experience a huge savings of \$234,000.

After conducting the department's Biennial Emergency Medical Refresher Training for 2015, Honolulu's Training and

#### DEPARTMENT SPOTLIGHT OVERVIEW

- Honolulu implemented TargetSolutions across its large metro department to streamline EMS continuing education
- The department saw a significant reduction in out-of-service time and overtime costs
- All together, Honolulu's total savings with TargetSolutions easily exceeds six figures

Research Bureau's Medical section found the following:

- Round-trips were reduced by 50 percent, as well as a reduction in fuel costs, mileage and maintenance on apparatus
- Out-of-service man-hours decreased by approximately 17,000 hours from 2013
- The department experienced a significant increase in training center classroom availability
- Training curriculum and instructor preparation condensed from three days to one day

The department also reported a savings of more than \$95,000 – plus an increase of 69 days of classroom availability – by managing its required hazardous

materials refresher training with TargetSolutions.

In addition to all the quantifiable savings the department is experiencing, the department believes the online system is going to help reduce its carbon footprint by moving paper documentation online.

Another benefit of the system, is how the platform helps the department maximize its drill-ground and make time spent more efficient and effective. By delivering pre-training coursework, whether it's an online course with a quiz, an in-house policy or presentation, or a training video, Honolulu's students are more prepared for what they will encounter at the training facility.

When Honolulu first turned to TargetSolutions late in 2013, it was simply looking for a way to simplify EMS recertification across a large department. But the cost savings associated with the ability to schedule, deliver and track training was a pleasant surprise.

*If you have questions about TargetSolutions, please contact us at (800) 840-8048.*

# TARGETSOLUTIONS

## DEPARTMENT SPOTLIGHT



Client since September of 2015

## HANOVER FIRE & EMS

**LOCATION:** Richmond, Va. | **EMPLOYEES:** 160 career / 370 volunteer | **TEMPO:** 18K calls per year

# Hanover Fire & EMS Can Prove Compliance with NFPA 1401 with TargetSolutions' Powerful Recordkeeping System

Not every fire department incorporates the NFPA's 1401 standard into its training program. Many agencies, in fact, might not understand or even know about the NFPA's recommended practice for documenting fire service training records.

Hanover Fire & EMS is not one of those departments.

Division Chief Eddie Buchanan believes ignorance to the 1401 is a risky proposition. Not recording training to the NFPA's benchmark can have devastating consequences. As a member of the NFPA's Technical Committee on Fire Service Training, Buchanan recognizes why it's critically important to track training information.

"It's all good until somebody gets hurt," said Buchanan. "If there is ever a significant injury or death, they are going to look at every record. PPE training records, SCBA records ... you want to make sure you have a good baseline of these records because they all have the appropriate minimal qualifications.

"The old adage is if it's not documented, it didn't happen. If there is no documentation, there is no way to prove the training took place. That's why we pay attention to it."

Buchanan says the 1401 sets the foundation for what a fire department's training records should look like. But the 1401 does not say what the training should be. For that,

### DEPARTMENT SPOTLIGHT OVERVIEW

- Hanover Fire & EMS uses NFPA 1401 to set foundation for how training records should look
- By using TargetSolutions, Hanover is 'light years' ahead of the NFPA 1401 standard
- Hanover is maximizing TargetSolutions for documenting firefighter training and EMS CEUs

Hanover uses the International Society for Fire Service Instructors' Tools on firefighter training. And to track it all, the agency relies on TargetSolutions, the industry's leading online training management system.

When Hanover first signed on with TargetSolutions in September of 2015, it was to manage its officers' development. It didn't take long for Buchanan to realize this incredibly powerful technology could simplify everything for the larger-sized agency with approximately 160 career members, 370 volunteer responders and 100 auxiliary members.

"What you're able to do with TargetSolutions for documenting training is light years ahead of what's needed for the minimum for 1401," Buchanan said.

"With TargetSolutions we're able to capture all of the training that we're doing at the user level. Just last week we started building digital assignments for tracking NFPA 1410 evolutions. We're also doing ISO requirements for company drills. With all of these

members, it was difficult to keep it all straight before TargetSolutions."

By utilizing TargetSolutions' ground-breaking records management system, including the Activities Builder and the Manage Credentials application, Hanover is able to efficiently and effectively track records. Whether it's the volunteer personnel's PPE records, the ongoing 1410 drills, or mandatory ISO training hours, it's all possible with TargetSolutions.

And best of all, Buchanan can sleep soundly knowing Hanover's training records are complete and the department is in compliance with the NFPA's 1401 standard.

In addition to the recordkeeping capabilities, Buchanan said he is impressed by the online training content inside TargetSolutions, which includes more than 250 hours of Fire and EMS continuing education.

The Commonwealth of Virginia requires that state-approved courses be accredited by Continuing Education Coordinating Board for Emergency Medical Services (CECBEMS) and TargetSolutions is organizationally accredited by CECBEMS.

"Having that content available right out of the gate and the integration with the state's EMS agency is nice," Buchanan said. "You can pretty darn near recertify through the TargetSolutions system."

### PROPOSAL FINAL CERTIFICATION

The Proposer must certify the following:

- a) I hereby certify that the Proposal contained herein fully and exactly complies with the instruction for proposers and specifications as they appear in this Notice of Solicitation.
- b) I hereby further certify that I am authorized by the Board of Directors or Corporate Officers of the Corporation to sign the Requests for Proposals and proposals in the name of the corporation listed below:

Proposer Name: TargetSolutions

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

Name Typed: Phil Coons Title: Vice President, Key Accounts

Proposer is a resident bidder of the state of California

Date: 12/8/16