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August 19, 2010

ADDENDUM 3

**REQUEST FOR PROPOSALS (RFP) NO. 4708
COUNTY OF SAN DIEGO, DEPARTMENT OF PURCHASING & CONTRACTING
OFFICE SUPPLIES, SCHOOL SUPPLIES, AND MULTI-PURPOSE PAPER PRODUCTS**

Changes and Corrections:

This addendum provides corrections to the RFP listed above. Please change/revise your copy accordingly.

1. RFP pages 55-59: Only Exhibit 5 of the NIPA agreement has been revised. RFP pages 40 – 54 remain unchanged. The complete Exhibit D is attached to this addendum including the revised NIPA Exhibit 5.

The due date for the submission of Proposals has **NOT** been changed. Mark the outside of the package with "RFP 4708" and the name and address of the Offeror. Late Proposals will not be considered unless it is the only one received or there was mishandling on the part of County Purchasing staff. Proposals are to be submitted to the front desk of Purchasing and Contracting department **no later than 3:00 PM local time on Monday, September 13, 2010** at:

**COUNTY OF SAN DIEGO
OFFICE OF PURCHASING AND CONTRACTING
10089 WILLOW CREEK ROAD, SUITE 150, MAIL STOP 032
SAN DIEGO, CA 92131**

If you have any further questions, please contact Germaine Howson, Procurement Contracting Officer by e-mail at Germaine.Howson@sdcounty.ca.gov.

Germaine Howson for
WINSTON F. McCOLL, Director
Department of Purchasing and Contracting

WFM:GGH

COUNTY AGREEMENT NUMBER _____
AGREEMENT WITH [CONTRACTOR'S NAME] FOR
JUST-IN-TIME OFFICE AND SCHOOL SUPPLIES SERVICE

EXHIBIT D - National Intergovernmental Purchasing Alliance Exhibits

Requirements for National Cooperative Contract

To be Administered by

National Intergovernmental Purchasing Alliance Company



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Exhibit 1-NATIONAL IPA REQUEST FOR PROPOSAL

1.0 Scope of National Cooperative Contract

1.1 Requirement

The COUNTY OF SAN DIEGO (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company (“National IPA”), is requesting proposals for OFFICE AND SCHOOL SUPPLIES. The intent of this Request for Proposal is that any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (hereinafter defined and referred to as the “Master Agreement”) be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit, through National IPA’s cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with National IPA (an example of which is included as Exhibit 3) and as a result is acting as the contracting agency for any other public agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any public agency, including the Principal Procurement Agency, will be preceded by their registration with National IPA as a Participating Public Agency in National IPA’s cooperative purchasing program. Registration with National IPA as a Participating Public Agency is accomplished by public agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit 2. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through National IPA.

All transactions, purchase orders, etc, will occur directly between the Supplier and each public agency (Principal Procurement Agency and Participating Public Agencies) individually, and none of National IPA, Principal Procurement Agency nor any Participating Public Agency nor their respective agents, directors, employees or representatives shall be liable to Supplier for any acts, liabilities, damages, etc. incurred by any other Participating Public Agency.

This Exhibit 1 defines the expectations for qualifying companies based on National IPA’s requirements to market the resulting Master Agreement nationally to Participating Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing companies on a national level in order to serve Participating Public Agencies through National IPA.

These requirements are incorporated into and are considered an integral part of this RFP. Responses to this RFP that do not adequately address the requirements and qualifications of the cooperative program through National IPA will be considered non-responsive and as such shall be disqualified from further evaluation by the Principal Procurement Agency. National IPA reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies

1.2 Marketing and Administrative Support

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

The National IPA marketing teams will work in conjunction with the successfully awarded Supplier to promote the Master Agreement to both existing Participating Public Agencies and perspective Public Agencies through:

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

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The National IPA sales teams will work in conjunction with the successfully awarded supplier to promote the Master Agreement to both existing Participating Public Agencies and perspective Public Agencies through:

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

The National IPA contracting teams will work in conjunction with the successfully awarded supplier to promote the Master Agreement to both existing Participating Public Agencies perspective Public Agencies through:

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

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

Further due to the initial launch and scale of such agreement, Supplier is requested to provide up front marketing dollars to National IPA, which will be amortized over the life of the agreement by both parties. Supplier agrees to provide \$_____ to National IPA within 10 days of execution of the Master Agreement. Any such upfront marketing dollars remaining unamortized at the termination of the Master Agreement will be returned to supplier.

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

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$100 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other public agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other public agencies through a coordinated marketing approach between Supplier and National IPA.

1.4 Award Basis

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

1.5 Objectives of Cooperative Program

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

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

2.0 REPRESENTATIONS AND COVENANTS

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

2.1 Corporate Commitment

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

2.2 Pricing Commitment

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

2.3 Sales Commitment

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

3.0 SUPPLIER QUALIFICATIONS

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through National IPA. Companies will not be eligible to be awarded a Master Agreement if these qualifications are not met to the satisfaction of the Principal Procurement Agency.

3.1 Company

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

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- E. Submit your FEIN and Dunn & Bradstreet report.
- 3.2 Distribution, Logistics**
- A. Describe how your company proposes to distribute the products/service nationwide.
- B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- C. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
- D. State any return and restocking policy, and any fees, if applicable associated with returns.
- 3.3 Marketing and Sales**
- A. Provide a detailed ninety-day plan following the effective date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for public agencies to your teams nationwide, to include, but not limited to:
- a. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
 - b. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days
- B. Provide a detailed ninety-day plan following the effective date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing customers of responding supplier, as well as to prospective public agencies nationwide immediately upon award, to include, but not limited to:
- a. Creation and distribution of a co-branded press release to trade publications within first 10 days
 - b. Announcement, contract details and contact information published on the company website within first 30 days
 - c. Design, publication and distribution of co-branded marketing materials within first 90 days
 - d. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
 - e. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.
 - f. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
 - g. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, etc.)
 - h. Dedicated National IPA internet web-based homepage with:
 - National IPA standard logo;
 - Copy of original Request for Proposal;
 - Copy of contract and amendments between Principal Procurement Agency and supplier;
 - Summary of products and pricing;
 - Marketing Materials
 - Electronic link to National IPA's online registration page;
 - A dedicated toll free number and email address for National IPA
- C. Describe how the Master Agreement will be marketed to your existing public agency customers, and how your company will transition any such accounts to the Master Agreement available nationally through National IPA.

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- D. Please acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions.
- E. Supplier is responsible for proactive direct sales of Supplier's goods and services to public agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:
- a. Contract was competitively solicited by a Principal Procurement Agency;
 - b. Best government pricing
 - c. No cost to participate
 - d. Non-exclusive contracts
- F. Supplier is responsible for the training of its national sales force on the National IPA contract. At a minimum, sales training should include:
- a. Key features of National IPA contract
 - b. Working knowledge of the Solicitation Process
 - c. Awareness of the range of public agencies that can access National IPA
- G. Please provide contact information for the person(s), who will be responsible for:
- a. Marketing
 - b. Sales
 - c. Sales Support
 - d. Financial Reporting
 - e. Contracts
- F. Please describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- G. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.
- H. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new participant account set-up, etc.
- I. Explain how your company will market and transition the Master Agreement into the **primary go to market strategy** to public agencies.
- J. State the amount of your company's public agency sales for the previous fiscal year. Provide a list of your top 10 public agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- K. Describe your company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
- L. Explain how your company plans to market the Master Agreement to existing public agency customers and transition these customers to the Master Agreement. Please provide the Contract Sales that your company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement.
- \$ _____.00 in year one
\$ _____.00 in year two
\$ _____.00 in year three
- M. Even though it is anticipated that many public agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where agencies will issue their own solicitations. The following options are available when responding to a solicitation that is for Products covered under the Master Agreement.
- a. Respond with Master Agreement pricing (sale reported to National IPA).
 - b. If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales to National IPA under the Master Agreement.

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- c. Respond with pricing higher than Master Agreement only in the unlikely event that the agency refuses to utilize Master Agreement.
- d. If alternative permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate.

Please detail your strategies under these options when responding to a solicitation.

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Exhibit 2-NATIONAL IPA ADMINISTRATION AGREEMENT

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY
ADMINISTRATION AGREEMENT**

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

RECITALS

WHEREAS, the _____ (herein "Principal Procurement Agency") has entered into a Master Agreement dated _____, Agreement No _____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof the "Master Agreement"), for the purchase of _____ (herein "Product");

WHEREAS, said Master Agreement provides that any or all public agencies; including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit, that register with National IPA or otherwise execute a Participating Public Agency Certificate (hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

WHEREAS, National IPA serves as the contract administrator for Principal Procurement Agencies with regard to Master Agreements offered through National IPA to public agencies;

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

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

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

DEFINITIONS

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

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TERMS AND CONDITIONS

2. The Master Agreement, as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between National IPA and Supplier the provisions of this Agreement shall prevail. Supplier acknowledges and agrees that the covenants and agreements of the Supplier set forth in the solicitation and resulting Master Agreement are incorporated herein and are an integral part hereof.

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

4. National IPA shall perform all of its duties, responsibilities and obligations as contract administrator under the Master Agreement as set forth herein, and Supplier hereby acknowledges and agrees that National IPA shall act in the capacity of contract administrator under the Master Agreement.

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

TERM OF AGREEMENT

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

NATIONAL PROMOTION

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

8. A copy of the Principal Procurement Agency Certificate executed by Principal Procurement Agency and an example of the Master Intergovernmental Cooperative Purchasing Agreement that is agreed to by each Participating Public Agency, which set forth the terms for their respective participation with National IPA, are attached hereto as Exhibit _____. Supplier shall require each Participating Public Agency to register its participation in the National IPA program using the electronic registration feature at www.nationalipa.org prior to processing the Participating Public Agency's first sales order.

9. Upon request, Supplier shall make available to interested public agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such public agencies to evaluate potential purchases. In addition, Supplier shall provide the marketing and administrative support set forth in the solicitation and resulting

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Master Agreement assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and National IPA. Supplier and National IPA shall provide each respective party with its logo and the standard terms of use for their general use in marketing the Master Agreement. Both parties shall obtain approval from the other party prior to use of such logo.

QUARTERLY FEES & MONTHLY REPORTING

10. Supplier shall pay National IPA an administrative fee in the amount of 2% of the total purchase price paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). Supplier shall provide National IPA with an electronic accounting report, in a format prescribed by National IPA, on a monthly basis summarizing all Contract Sales for such month. A sample of the reporting format appears at Exhibit D.

To the extent Supplier has guaranteed minimum Contract Sales pursuant to the terms of the Master Agreement in accordance with the terms of its proposal, the administrative fee shall be calculated based on the greater of the Contract Sales and the guaranteed Contract Sales set forth in Supplier's proposal.

11. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. National IPA and Principal Procurement Agency reserve the right to audit the accounting for a period of four (4) years from the date National IPA receives the accounting. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by the Principal Procurement Agency or National IPA at the location designated by Principal Procurement Agency or National IPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Supplier shall promptly pay National IPA the amount of such underpayment, together with interest on such amount in accordance with paragraph 12, and shall be obligated to reimburse National IPA's costs and expenses for such audit.

12. Reports of Contract Sales for Principal Procurement Agency and Participating Public Agencies in each calendar month shall be provided by Supplier to National IPA by the 10th day of the following month. Administrative fee payments are due within thirty (30) days after the end of each calendar quarter for Contract Sales during such quarter. Failure to provide a monthly report and/or payment of the administrative fees within the time and manner specified shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement at Principal Procurement Agency's sole discretion or this Agreement at National IPA's sole discretion. All administrative fees not paid when due shall bear interest at a rate equal to the lesser of 1 1/2% per month or the maximum rate permitted by law until paid in full.

13. National IPA or its designee may, in National IPA's sole discretion, compare public agency records with monthly reports submitted by Supplier. If there is a discrepancy, National IPA will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to National IPA's reasonable satisfaction including paying any administrative fee due and owing. If the Supplier does not so resolve the discrepancy, National IPA shall have the right to engage a third party to conduct an independent audit of Supplier's monthly reports and Supplier shall be obligated to reimburse National IPA's costs and expenses for such audit. Should any audit reveal an underreporting of Contract Sales and a resulting underpayment of administrative fees, Supplier shall promptly pay National IPA the amount of such underpayment together with interest on such amount in accordance with paragraph 12.

GENERAL PROVISIONS

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

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

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

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

A. National Intergovernmental Purchasing Alliance Company

National IPA
Attn: President
1600 Westgate Circle
Suite 275
Brentwood, TN 37027

B. Principal Procurement Agency

C. Supplier

18. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

19. This Agreement may not be effectively amended, changed, modified, or altered without the prior written consent of the parties hereto.

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

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY

By: _____

Title: _____

Date: _____

SUPPLIER: _____

By: _____

Title: _____

Date: _____

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**Exhibit 3- NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE
PURCHASING AGREEMENT**

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Agreement is made between certain government agencies that execute a Principal Procurement Agency Certificate ("Principal Procurement Agencies") to be appended and made a part hereof and other public agencies ("Participating Public Agencies") that register electronically with National Intergovernmental Purchasing Alliance Company ("National IPA") or otherwise execute a Participating Public Agency Certificate to be appended and made a part hereof.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, a number of Suppliers have entered into Master Agreements to provide a variety of goods, products and services based on national volumes (herein "Products");

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

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

1. That each party will facilitate the cooperative procurement of Products.
2. That the procurement of Products 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 practices.
3. That the cooperative use of solicitations obtained by a party to this agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Principal Procurement Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the procurement of products by the Participating Public Agencies.
5. That a procuring party will make timely payments to the Supplier for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.
6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The procuring party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
8. This agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 5, 6 and 7 hereof shall survive any such termination.

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9. This agreement shall take effect after execution of the Principal Procurement Agency Certificate or Participating Public Agency Registration, as applicable.

EXAMPLE

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AGREEMENT WITH [CONTRACTOR'S NAME] FOR
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EXHIBIT D - National Intergovernmental Purchasing Alliance Exhibits

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

I hereby acknowledge, on behalf of INSERT NAME OF PPA HERE ("Principal Procurement Agency"), that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through National Intergovernmental Purchasing Alliance Company ("National IPA").

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

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

Authorized Signature, Principal Procurement Agency

Date

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EXHIBIT D - National Intergovernmental Purchasing Alliance Exhibits

Exhibit 4- NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE

Participating Agency #	Participating Agency Name	City	State	Zip Code	Contract Sales	Cumulative Contract Sales	Admin Fee %
{Assigned by National IPA and provide to Supplier}							

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Exhibit 5- NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT

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

Nationwide:

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

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and <http://www.usa.gov/Agencies/Local.shtml>

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

Certain Public Agencies and Political Subdivisions:

Cities, Towns, Villages and Boroughs including but not limited to:

CITY OF ADAIR VILLAGE
CITY OF ASHLAND
CITY OF AUMSVILLE
CITY OF AURORA
CITY OF BEAVERTON
CITY OF BOARDMAN
CITY OF BURNS
CITY OF CANBY
CITY OF CANYONVILLE
CITY OF CLATSKANIE
CITY OF COBURG
CITY OF CONDON
CITY OF LA GRANDE
CITY OF LEBANON

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CITY OF MILL CITY
CITY OF MILWAUKIE
CITY OF MOSIER
CITY OF NORTH PLAINS
CITY OF OREGON CITY
CITY OF PILOT ROCK
CITY OF PORTLAND
CITY OF POWERS
CITY OF RIDDLE
CITY OF SANDY
CITY OF SCAPPOOSE
CITY OF SHADY COVE
CITY OF SHERWOOD
CITY OF ST. PAUL
CITY OF TIGARD, OREGON
CITY OF TUALATIN, OREGON
CITY OF WARRENTON
CITY OF WILSONVILLE
CITY OF WINSTON
LEAGUE OF OREGON CITIES
PORTLAND DEVELOPMENT COMMISSION
CITY OF BATON ROUGE, LA
CITY OF BOSSIER CITY, LA
CITY OF KENNER, LA
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES
CITY OF METAIRIE, LA
CITY OF MONROE, LA
CITY OF NEW ORLEANS, LA
CITY OF SHREVEPORT, LA

Counties including but not limited to:

ASSOCIATION OF OREGON COUNTIES
BENTON COUNTY
CLACKAMAS COUNTY DEPT OF TRANSPORTATION
CLATSOP COUNTY
COLUMBIA COUNTY, OREGON
COOS COUNTY HIGHWAY DEPARTMENT
CROOK COUNTY ROAD DEPARTMENT
CURRY COUNTY OREGON
DESCHUTES COUNTY
DOUGLAS COUNTY
GILLIAM COUNTY
GILLIAM COUNTY OREGON
HARNEY COUNTY SHERIFFS OFFICE
HOOD RIVER COUNTY
JEFFERSON COUNTY
LAKE COUNTY
LINCOLN COUNTY
LINN COUNTY
MARION COUNTY, SALEM, OREGON
MORROW COUNTY
MULTNOMAH COUNTY
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES

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MULTNOMAH LAW LIBRARY
NAMI LANE COUNTY
POLK COUNTY
SHERMAN COUNTY
UMATILLA COUNTY, OREGON
UNION COUNTY
WALLOW A COUNTY
WASCO COUNTY
WASHINGTON COUNTY
YAMHILL COUNTY
BOARD OF WATER SUPPLY
COUNTY OF HAWAII
MAUI COUNTY COUNCIL
CADDO PARISH
CALCASIEU PARISH
EAST BATON ROUGE PARISH
JEFFERSON PARISH
LAFAYETTE PARISH
LIVINGSTON PARISH
ORLEANS PARISH
PLAQUEMINES PARISH
RAPIDES PARISH
SAINT TAMMANY PARISH
TERREBONNE PARISH
WEST BATON ROUGE PARISH

K-12 including but not limited to:

BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BROOKING HARBOR SCHOOL DISTRICT NO.17-C
CANYONVILLE CHRISTIAN ACADEMY
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DUFUR SCHOOL DISTRICT NO.29
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9

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EXHIBIT D - National Intergovernmental Purchasing Alliance Exhibits

JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT
MARION COUNTY SCHOOL DISTRICT 103
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MULTISENSORY LEARNING ACADEMY
MUL TNOMAH EDUCATION SERVICE DISTRICT
NEAH-KAH-NIE DISTRICT NO.56
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH WASCO CTY SCHOOL DISTRICT 21
NORTHWEST REGIONAL E.DUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
PHOENIX-TALENT SCHOOL DISTRICT NOA
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT NO.35
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD SCHOOL DISTRICT NO.19
SWEET HOME SCHOOL DISTRICT NO.55
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
WEST LINN WILSONVILLE SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT NO.32
CADDOPARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
EAST BATON ROUGE PARISH SCHOOL DISTRICT
JEFFERSON PARISH SCHOOL DISTRICT
LAFAYETTE PARISH SCHOOL DISTRICT
LIVINGSTON PARISH SCHOOL DISTRICT
ORLEANS PARISH SCHOOL DISTRICT
RAPIDES PARISH SCHOOL DISTRICT
TERREBONNE PARISH SCHOOL DISTRICT

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Higher Education

BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
CENTRAL OREGON COMMUNITY COLLEGE
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLUMBIA GORGE COMMUNITY COLLEGE
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIV.
REED COLLEGE
ROGUE COMMUNITY COLLEGE
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
ARGOSY UNIVERSITY
BRIGHAM YOUNG UNIVERSITY - HAWAII
COLLEGE OF THE MARSHALL ISLANDS
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
UNIVERSITY OF HAWAII AT MANOA

State Agencies

BOARD OF MEDICAL EXAMINERS
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
RFP 4708 – Addendum 3

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SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
ADMIN. SERVICES OFFICE
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII HEALTH SYSTEMS CORPORATION
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE
STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION