

STATE OF OREGON



COVER PAGE

THE STATE OF OREGON ("STATE"), ACTING BY AND THROUGH ITS DEPARTMENT OF ADMINISTRATIVE SERVICES, PROCUREMENT SERVICES ("DAS PS" or "LEAD STATE"), on behalf of the member states of the NASPO ValuePoint Cooperative Purchasing Program ("NASPO ValuePoint" or "NVP") and other Purchasing Entities

Breast Pumps and Related Accessories

Request for Proposal (RFP)

DASPS-2203-18

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SECTION 1: GENERAL INFORMATION

1.1 INTRODUCTION

The State of Oregon (“State”), acting by and through its Department of Administrative Services, Procurement Services (“DAS PS”), on behalf of the member states (each a “Participating State”) of NASPO ValuePoint Cooperative Purchasing Program (“NASPO ValuePoint” or “NVP”), issues this Request for Proposal (“RFP”) to establish a permissive cooperative Master Agreement(s) with qualified Contractors to provide Breast Pumps and Related Accessories.

1.1.1 PURPOSE OF THE PROCUREMENT. The purpose of this solicitation is to receive competitive Proposals and award one or more multi-state Master Agreement(s) for Breast Pumps and Related Accessories.

1.1.2 MASTER AGREEMENT TERM. The initial term of this Master Agreement is for three (3) years. This Master Agreement may be extended beyond the original contract period for up to two (2) additional years at the Lead State’s discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

The Master Agreement may be extended for a reasonable period of time, if in the judgment of the Lead State, a follow-on, competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on Master Agreement. This subsection shall not be deemed to limit the authority of a Lead State under its state law otherwise to negotiate contract extensions.

1.1.3 ESTIMATED SALES. Annual total purchases are estimated at \$34,500,356.00 from the existing 39 state WIC Programs. Purchase potential from other purchasers is unknown. Although DAS PS does not represent or guarantee any minimum or maximum purchase from the Master Agreement, prior purchases for Fiscal Year 2017 under the previous contract are set forth in the table below. **PROPOSERS ARE ADVISED THAT THERE IS NO GUARANTEE OF ANY SPECIFIC AMOUNT OF PURCHASES UNDER THE MASTER AGREEMENT.**

FY 2017 Contract Spend by State

Alabama	\$ 0.00	Alaska	\$ 294,182.00
Arizona	\$ 457,129.00	Arkansas	\$ 388,880.00
California	\$ 1,593,605.00	Colorado	\$ 398,529.00
Connecticut	\$ 6,745.00	Delaware	\$ 0.00
Florida	\$ 1,418,639.00	Georgia	\$ 288,500.00
Hawaii	\$ 12,405.00	Idaho	\$ 21,198.00
Illinois	\$ 1600.00	Indiana	\$ 284,535.00

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Iowa	\$ 0.00	Kansas	\$ 26,681.00
Kentucky	\$ 0.00	Louisiana	\$ 638,164.00
Maine	\$ 14,304.00	Maryland	\$ 48,766.00
Massachusetts	\$ 0.00	Michigan	\$ 168,141.00
Minnesota	\$ 27,193.00	Mississippi	\$ 159,825.00
Missouri	\$ 238,248.00	Montana	\$ 95,055.00
Nebraska	\$ 2,098.00	Nevada	\$ 499,504.00
New Hampshire	\$ 0.00	New Jersey	\$ 71,423.00
New Mexico	\$ 0.00	New York	\$ 6,819.00
North Carolina	\$ 0.00	North Dakota	\$ 15,034.00
Ohio	\$ 0.00	Oklahoma	\$ 444,392.00
Oregon	\$ 83,979.00	Pennsylvania	\$ 97,633.00
Rhode Island	\$ 0.00	South Carolina	\$ 0.00
South Dakota	\$ 41,600.00	Tennessee	\$ 35,833.00
Texas	\$ 17,736.00	Utah	\$ 123,311.00
Vermont	\$ 32,074.00	Virginia	\$ 0.00
Washington	\$ 399,764.00	West Virginia	\$ 31,644.00
Wisconsin	\$ 72,166.00	Wyoming	\$ 53,115.00
American Samoa	\$ 5,034.00	District of Columbia	\$ 0.00
Guam	\$	Northern Mariana IS.	\$ 0.00
Puerto Rico	\$ 0.00	Virgin Island	\$ 0.00

1.2 SCHEDULE

The table below represents a tentative schedule of events. All times are listed in Pacific Time. All dates listed are subject to change. N/A denotes that event is not applicable to this RFP.

Event	Date	Time
Pre-Proposal Mandatory Product Demonstration (see Demonstration Timeline Attachment M)	May 30 and 31, 2018	TBD
Pre-Proposal Conference	May 31, 2018	12:00 Noon
Questions / Requests for Clarification Due	June 8, 2018	3:00 PM
Answers to Questions / Requests for Clarification Issued (approx.)	TBD	
RFP Protest Period Ends	June 21, 2018	3:00 PM
Closing (Proposal Due)	July 2, 2018	3:00 PM
Opening of Proposal	July 3, 2018	TBD
Issuance of Notice of Intent to Award (approx.)	TBD	
Award Protest Period Ends	7 calendar days after Notice of Intent to Award	

1.3 SINGLE POINT OF CONTACT (SPC)

The SPC for this RFP is identified on the Cover Page, along with the SPC’s contact information. Proposer shall direct all communications related to any provision of the RFP only to the SPC, whether about the technical requirements of the RFP, contractual requirements, the RFP process, or any other provision.

SECTION 2: AUTHORITY, OVERVIEW, AND SCOPE

2.1 AUTHORITY AND METHOD

DAS PS is issuing this RFP pursuant to its authority under ORS 279A.200 et seq., OAR 125-246-0170(2) and OAR 125-246-0400(2)(E). DAS PS is also using a Prequalification of Products pursuant to ORS 279B.115.

DAS PS is using the Competitive Sealed Proposal method, pursuant to ORS 279B.060 and OAR 125-247-0260. DAS PS may use a combination of the methods for Competitive Sealed Proposals, including optional procedures: a) Competitive Range; b) Discussions and Revised Proposals; c) Revised Rounds of Negotiations; d) Negotiations; e) Best and Final Offers; and f) Multistep Sealed Proposals.

2.2 DEFINITION OF TERMS

For the purposes of this RFP, capitalized words are defined in OAR 125-246-0110 or as defined below.

"Addendum" or "Addenda" means an addition, deletion from, a material change in, or clarification of, the RFP. Addendum or Addenda shall be labeled as such, issued by DAS

PS, and shall be made available to all interested prospective Proposers as set forth in this RFP.

"Closing" means the date and time on or before all Offers must be received at the location identified on the cover page of this RFP to be considered.

"Contractor" means Proposer.

"Cycle" A cycle, by definition, must be measured from the beginning of pressure raise (vacuum), to the beginning of the next pressure raise that reaches the same pressure level.

"DAS PS" means the State of Oregon acting by and through its Department of Administrative Services, Procurement Services. The State of Oregon is serving as the Lead State for this solicitation.

"End-user" means the person who ultimately uses the Products, the clients of the customer programs that the contracts and procurement team develops the contract for.

"Lead State" means the State of Oregon, Department of Administrative Service, Procurement Services.

"Master Agreement" means the underlying agreement executed by and between the Lead State, acting on behalf of the member states of NVP, and the Contractor, as now or hereafter amended.

"Opening" means the date, time and place announced in the RFP for the public opening of Written sealed Offers.

"ORCCP" means a member of the DAS PS Oregon Cooperative Purchasing Program. ORCCP Members may include units of local government as defined in ORS 190.003, state contracting agencies as defined in ORS 279A.010(1)(nn) and exempted from application of the Public Contracting Code under ORS 279A.025, semi-independent state agencies listed in ORS 182.454, special government bodies as defined in ORS 174.117, special districts as defined in ORS 198.010, United States governmental agencies with offices in Oregon and American Indian Tribes located in Oregon, and the entities specified in and meeting the requirements of ORS 279.855(1), (2) and (3) and OAR 125-055-0045. The current member list can be viewed at this link:

<http://www.oregon.gov/DAS/EGS/ps/ORCCP/orccpMemberList.pdf>

"ORPIN" means the Oregon Procurement Information Network, further defined in OAR 125-246-0500, which is the State of Oregon's automated procurement system and can be found at <http://orpin.oregon.gov/open.dll/welcome>.

"Participating Addendum" means a bilateral agreement executed by a Contractor and a Participating Entity incorporating the Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions. The form Participating

Addendum is attached hereto as Attachment G.

“Participating Entity” means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

“Proposal”: A Proposal submitted in response to this RFP.

“Proposer”: A person, Manufacturer, organization or governmental entity that submits a Proposal in response to this RFP.

“Purchasing Entity” means a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, who issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

“RFP” means this Request for Proposals, including all documents, either attached or incorporated by reference, and any Addenda thereto, used for soliciting Proposals.

“Sourcing Team” means the Evaluation Committee.

“State” means the State of Oregon.

“Successful Proposer” means the person, organization or governmental entity to which the notice of intent to award is made.

“Work” means the furnishing of all goods and services, materials, equipment, labor, and incidentals necessary to successfully complete any individual item or the entire Master Agreement and the carrying out and completion of all duties and obligations imposed by the Master Agreement.

2.3 OVERVIEW AND PURPOSE

2.3.1 Project Overview and Background

DAS PS is taking over the new solicitation for the State of Washington on behalf of NASPO ValuePoint. The awarded Master Agreement(s) will replace [Contract No. 01910 Breast Pumps and Related Accessories](#) due to expire on June 30, 2018. The majority of purchases under the current Master Agreement come from Participating Entities’ Special Supplemental Nutrition Program for Women, Infants and Children further described below.

2.3.1.1 SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN, INFANTS, AND CHILDREN (WIC). WIC provides federal grants to states for supplemental foods and other services for low-income pregnant, breastfeeding and postpartum women, and to infants and children up to age five who are at nutritional risk. WIC serves 53% of infants born in the United States. For information about the WIC program, visit <https://www.fns.usda.gov/wic/about-wic-wic-glance>.

Providing breast pumps to clients is optional for states. Breast pumps are given to WIC clients based on need and availability. Not every client needs or receives a breast pump.

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WIC is a federally funded program with limited resources. All WIC state and local agencies are required by federal regulations to create policies to ensure clients receive breastfeeding support and assistance, as follows:

- Promoting and supporting exclusive breastfeeding to age 6 months
- Supporting continued breastfeeding to 1 year of age and beyond
- Supporting breastfeeding clients when separated from their babies
- Supporting breastfeeding when mom or baby have medical needs

The objective of this RFP is to obtain best value, and in some cases achieve more favorable pricing than is obtainable by an individual state or local government entity because of the collective volume of potential purchases by numerous state and local government entities. This RFP and resulting Master Agreement(s) will be governed by the State of Oregon laws (see Section 2.1 Authority and Method), as well any Federal solicitation requirements. DAS PS anticipates that this RFP may result in Master Agreements awards to multiple Contractors, in the Lead State's discretion.

2.3.2 Purpose

2.3.2.1 PERMISSIVE COOPERATIVE PROCUREMENT; MASTER AGREEMENT(S)

DAS PS is proceeding with a permissive cooperative solicitation for the Participating States of NASPO ValuePoint and other participants as defined in the Master Agreement attached hereto as Attachment A. As part of this solicitation, DAS PS has incorporated requirements which are intended to assist in tracking spend, savings, small business or state-specific requirements, in order to effectively communicate these results. The goal is to provide increased focus on financial accountability and transparency.

Through this solicitation, DAS PS and NVP will have the opportunity to reach an audience of Purchasing Entities that seek not only competitive prices, but also best value, performance, convenient ordering, reliable delivery and reliable, sustainable products, packaging, and transportation practices.

2.3.2.2 NASPO ValuePoint

NASPO ValuePoint is a cooperative purchasing program comprised of all 50 states, the District of Columbia and the territories of the United States. The Program is facilitated by the NASPO Cooperative Purchasing Organization LLC, a nonprofit subsidiary of the National Association of State Procurement Officials (NASPO), doing business as NASPO ValuePoint. NASPO is a non-profit association dedicated to strengthening the procurement community through education, research, and communication. The association consists of the directors of the central purchasing offices in each of the 50 states, the District of Columbia and the territories of the United States. NASPO ValuePoint facilitates administration of the cooperative contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the

United States. For more information, visit the following websites:
www.naspo.valuepoint.org and www.naspo.org.

2.3.2.3 OTHER PURCHASING ENTITIES

Other entities may elect to participate in this solicitation or the Master Agreement(s) resulting from this solicitation. Use of cooperative contracts by state agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. Other entities electing to enter into an agreement with Contractor(s) for the Goods may negotiate their own state specific terms and conditions through use of a Participating Addendum upon approval by the applicable State Procurement Official as set out in the Master Agreement attached hereto as Attachment A. A sample Participating Addendum is attached to this RFP as Attachment H.

2.3.2.4 NASPO PARTICIPATING ENTITIES

Some States have included state-specific terms and conditions that will govern their state's Participating Addendum. State-specific terms and conditions for the States of Oregon, Connecticut, Hawaii, Idaho, Montana, and California are included as attachments to this solicitation as Attachments N– S. Additional states or entities may become Participating Entities and state-specific terms and conditions may be added after an award of the Master Agreement. The Lead State will not address questions or concerns or negotiate other states' terms and conditions. The Participating States shall negotiate these terms and conditions directly with the Contractor after award of this solicitation. All Participating Entities are subject to the same contract terms, conditions, and pricing, except as may be modified in a Participating Addendum.

SECTION 3: PROCUREMENT REQUIREMENTS

3.1 MANDATORY MINIMUM REQUIREMENTS (PASS / FAIL)

This section contains the Mandatory Minimum Requirements that Proposers must fulfill for a Proposal to be considered responsive. Proposers must complete Attachment I Technical Specifications and Attachment J Proposer Mandatory Requirements, to confirm Manufacturer's ability to meet the Mandatory Minimum Requirements.

Failure to answer "yes" on Attachment I and Attachment J to any of the Mandatory Minimum Requirements will result in Proposal rejection pursuant to OAR 125-247-0640, and the Proposal will not move forward in the evaluation process.

All of the requirements described in Section 3.1.1, Section 3.2, and Section 3.3 are non-negotiable and will be included in each Master Agreement. In addition to providing a completed Attachment I and Attachment J, each Proposer must provide a detailed, written description of how Proposer complies with each mandatory requirement in the above mentioned sections. If the Proposer indicates a "Yes" on Attachment I and Attachment J but

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then does not provide the detailed, written descriptions as required, DAS PS may reject the Proposal as non-responsive. Proposer shall number and title each written description to correspond with the subsections of Section 3.1.1, Section 3.2, and Section 3.3.

In addition, the Proposal must address each of the items listed in this section and all other requirements set forth in this RFP. Proposer shall describe the Goods to be provided or the Services to be performed or both. A Proposal that merely offers to provide the goods or services as stated in this RFP may be considered non-Responsive to this RFP and will not be considered further.

Proposal should not include extensive art work, unusual printing or other materials not essential to the utility and clarity of the Proposal. Do not include marketing or advertising material in the Proposal. Proposal should be straightforward and address the requests of the RFP. Proposal containing excess marketing or advertising material may receive a lower evaluation score if specific information is difficult to locate.

3.1.1 Mandatory Technical Specifications (PASS/FAIL) Attachment I

See Attachment I for Mandatory Technical Specifications. Proposer must provide a Yes or No answer for whether it offers each requirement. If Proposer answers with a No, the Proposal will be rejected as non-responsive.

3.2 PROPOSER MANDATORY REQUIREMENTS (PASS/FAIL) ATTACHMENT J

- 3.2.1 Pump Cleanings Due to Insect Infestation.** Proposer agrees to provide a minimum of 25 free cleanings annually to each Participating State. Participating Entities shall pay for shipping to Contractor for cleaning. Contractor shall pay for shipping back to Participating Entity upon completion of the cleaning.
- 3.2.2 Product Recalls and Failures.** In the event of a voluntary recall, the Contractor must work with Participating Entities to develop a remedy that works for each state. The Contractor must report all FDA mandatory and voluntary product recalls to the contract administrator within three (3) business days. The Contractor must provide a quarterly report of products under warranty returned for product failure and products reported to the FDA for adverse outcomes.
- 3.2.3 Other Required Reports.** All reports required under this Contract must be delivered to the Contract Administrator. Contractor may be required to provide a detailed annual contract sales history report that may include, but is not limited to, product descriptions, part numbers, quantities sold, and per unit contract price, in an electronic format compatible with MS Excel. Other required reports will be designed and approved by the parties by mutual agreement. See Master Agreement Section 7 for details.
- 3.2.4 Instructional Material.** All instructional materials and product literature must be free of advertisements for breastmilk substitutes and infant foods. Instructional materials must be included with each pump and pump kit and include:

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- A simple graphical illustration for pump and pump kit assembly, use, and cleaning.
- Information stating whether the pump is meant for multiple or single users.
- Instruction in English and Spanish* at the 6th grade reading level or lower.
- Model numbers that match the model numbers of the Master Agreement items.
- Information on where and how to order replacement parts.
- A toll-free customer service number with hours of operation.
- Website address.

Access to a mobile-friendly online video or an instructional DVD must be included with each personal-use pump. If an online format is used, information on how to access the video(s) must be included with the printed materials and enclosed with the pump and pump kit.

The online videos or DVD must include:

- Instructions for pump assembly, assembling and attaching the collection kit, pump use, and cleaning the pump.
- Instructions in English and Spanish*.
- Information appropriate for End-users at about the 6th grade level.
- A toll-free Customer Service number with hours of operation.
- Website address to online videos if providing DVDs.

*Instructional materials must be available in languages other than English and Spanish upon request, as well as in large print and alternative formats. These materials must be available in print or by electronic download. Additionally, the Contractor agrees to allow the NASPO Participating Entities to translate any instructional materials included with the products offered into other languages and alternate formats.

All product literature and instructions will be reviewed by the Sourcing Team prior to award and must be pre-approved by the Contract Administrator or designee for any changes occurring after contract award.

3.2.5 Customer Service.

Customer Service support must include:

- A toll-free number available no less than 40 hours per week and operational a minimum of five days per week.
- The number and hours of operation included in the printed instructional materials and on the website.
- Staff dedicated to and knowledgeable about the contract.

3.2.6 Product Warranty. The manufacturer's warranty shall cover 100% parts and labor for the entire unit. This warranty must be honored by all authorized factory and/or manufacturer's dealerships. Contractor shall be liable for all costs associated with warranty repair(s), including, but not limited to, materials, parts, labor, and transport of equipment that are disabled due to the failure of

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the equipment during the warranty period. Warranty period shall be for a minimum of one (1) year after equipment is issued to the Purchasing Entity for Personal Use Pumps and three (3) years for Multi-User Pumps, or as otherwise specified in this RFP.

Participating WIC agencies are required to keep a record of such issuance on file for reference. The Contractor agrees to provide repair parts and supply support for a period of ten (10) years after the delivery date of the equipment. In the event of conflict between Master Agreement/Participating Addendum/Contract terms and conditions and Contractor’s submitted warranty, the Master Agreement/Participating Addendum/Contract terms and conditions shall prevail; except, to afford the Purchasing Entity the maximum benefits, the Purchasing Entity may avail itself of the Contractor’s warranty if deemed more beneficial to the Purchasing Entity.

Item	Length of Warranty	Warranty Terms
Multi-User Double Electric Breast Pump (New or Reconditioned)	3 years	During the warranty period, the multi-user pump must be repaired or replaced by the Contractor/manufacturer within 30 days of receiving the complaint, without cost to the customer.
Personal Use Double Electric Pump (New or Reconditioned)	1 year	During the warranty period, defective components must be repaired or replaced by the Contractor/manufacturer within 48 hours of receiving the complaint without cost to the customer.
Pump Kit for Multi-User Double Electric Breast Pump	1 year	During the warranty period, defective components must be replaced by the Contractor/manufacturer within 48 hours of receiving the complaint without cost to the customer.
Manual Breast Pump	1 year	During the warranty period the defective components must be replaced by the Contractor/manufacturer within 48 hours of receiving the complaint, without cost to the customer.
Specialty Flanges	1 year	During the warranty period, the defective flange must be replaced by the Contractor/manufacturer within 48 hours of complaint without cost to the customer.
Alternate Power Sources battery packs and vehicle adaptors	90 days	During the warranty period, the defective component must be replaced by the Contractor/manufacturer within 48 hours of the complaint without cost to the customer.

3.2.7 Training. Upon request by a Participating Entity, Contractor must provide a minimum of one (1) hour training for assembly, use and cleaning of equipment. Training can be in person, webinar, or regional, as mutually agreed upon by the

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Participating Entity and the Contractor. Any costs for training must be paid by the Contractor and will not be reimbursed by Participating Entities.

Training materials must be provided by the Contractor. Training and training materials must be available within 60 calendar days after delivery of Goods upon Participating Entity's request. Contractor must provide appropriate training documentation or operating documentation covering all functionalities and required operator maintenance issues. A training video may replace the in-person training for locations that are outside of the continental US. Participating Entities may also request specific training on an as-needed basis at no cost to the Participating Entities.

3.2.8 Key Persons. The Proposer must provide key persons who are responsible for the awarded Master Agreement(s). When Master Agreements are awarded the Proposer will notify the Lead State of changes in the Contractor's key administrative personnel managing the Master Agreement in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's Proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Proposal. Specify key persons to be assigned to this project, and include a current resume (not to exceed 2 pages each) for each individual that demonstrates qualifications and experience for the Work described.

3.3 MINIMUM QUALIFICATIONS (SCOREABLE) ATTACHMENT K

Proposal shall address each of the items listed in this section and all other requirements set forth in this RFP. Proposer shall describe the Work, including the Goods to be provided or the Services to be performed or both. A Proposal that merely offers to provide the Goods or Services as stated in this RFP may be considered non-responsive or will not receive all the possible points.

Instructions: Proposers are required to respond to each question below. Responses should be clearly labeled with Proposer Company Name on each page and corresponding question number. Specific instructions for each question, along with corresponding point values are detailed below.

3.3.1 CUSTOMER SERVICE/STAFFING PLAN (15 points possible)

The length of Customer Service/Staffing Plan Submittal should be no longer than **two (2) pages**. Proposer must provide a detailed description of its customer service strategy to support the Master Agreement to include:

- A communication plan that details how important information will be disseminated to DAS PS and any Participating Entity for the term of the Master Agreement or Participating Addendum, such as product recall, sales/specials, product changes or discontinuations, key personnel or sales representative changes, etc.
- Standard response time for customer inquiries, at a minimum of 24 hours or better.
- Provide description of the services available to end users (e.g., lactation support).

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- Description of telephone support (to include a toll-free number, and whether this support is domestic or overseas.)
- Hours of availability (to cover all USA time zones).
- Number of inside/outside sales reps per each NASPO state that will support the contract.
- Number of employees that will be dedicated to the service of this contract to ensure that each Purchasing Entity's needs are met.

3.3.2 COMPANY EXPERIENCE/CAPACITY (10 points possible)

Proposer must describe its company's experience with the manufacturing and/or distribution of Manual and Electric Breast Pumps, Double Pumping Kits, and Related Accessories to governmental entities of similar size and scope to this Solicitation. Length of response should be no more than **two (2) pages** in length. While DAS PS is not limited in what it can consider, the primary focus is detailed below:

- 3.3.2.1** Describe Proposer's company's 2017 gross sales for the United States, the number of state and local governments Proposer serves, experience with the design, manufacture, marketing, and distribution of Manual and Electric Breast Pumps, Double Pumping Kits, and related accessories, and provide details on Proposer's capacity to support a contract of this size and scope.
- 3.3.2.2** Describe any changes that Proposer's company will need to implement in order to meet NVP's requirements if awarded the Master Agreement, to include expansion of manufacturing/warehousing capacity and hiring of additional personnel.
- 3.3.2.3** If proposing subcontractors as part of the response, please describe the scope and percentage of work that will be performed by subcontractors in fulfillment of this multi-state Master Agreement. Describe Proposer's relationship with the proposed subcontractors (e.g., strength and length of the relationship) and contingencies to maintain uninterrupted service should the relationship fail.

3.3.3 TRANSITION/ IMPLEMENTATION PLAN (5 points possible)

Proposer must describe its Project Implementation Plan, which is a comprehensive management plan that addresses product training, product distribution, timelines, and dates relative to tentative contract startup. Illustrate how the plan will serve to coordinate and accomplish the Work. **Length of response should be no longer than two (2) pages.**

3.3.4 VALUE-ADDED PRODUCTS OR SERVICE PROPOSAL (5 points possible)

Proposer should describe any services that may add more value to the Products or Services requested under this solicitation, such as reconditioned product offerings or trade-in programs. If offering additional services/products, please be specific with regards to pricing, warranty options, or program details. Value-Added Products or Services may or may not be added to the Master Agreement, in the discretion of the Lead State. Length of response should be no longer than **one (1) page.**

3.4.5 References Attachment D (60 Points Possible)

Provide 3 references from current or former entities for whom Proposer has provided like products and accessories within the last 3 years. Points for each reference shall be averaged for the three references. Each reference may receive a total of 20 points, for an overall total of 60 points. References must be verifiable. Failure to provide complete and accurate information in Attachment D may be cause for rejection.

DAS PS may check to determine if references provided support Proposer's ability to comply with the requirements of this RFP. DAS PS may use references to obtain additional information, or verify any information needed. DAS PS may contact any reference (submitted or not) to verify Proposer's qualifications.

3.4 MINIMUM SUBMISSION REQUIREMENTS

3.4.1 Proposal Submissions

To be considered for evaluation, Proposal must contain each of the following elements (further detailed in Proposal Requirements Section 3.6 below):

[ATTACHMENT A SAMPLE NVP MASTER AGREEMENT](#)

[ATTACHMENT B AFFIDAVIT OF EXEMPTION FROM DISCLOSURE](#)

[ATTACHMENT C PROPOSER INFORMATION AND CERTIFICATION SHEET](#)

[ATTACHMENT D REFERENCE CHECK FORM](#)

[ATTACHMENT E COST PROPOSAL WORKSHEET](#)

[ATTACHMENT F COBID CERTIFICATION / OUTREACH PLAN](#)

[ATTACHMENT G RESPONSIBILITY INQUIRY](#)

[ATTACHMENT H SAMPLE PARTICIPATING ADDENDUM](#)

[ATTACHMENT I MANDATORY TECHNICAL SPECIFICATIONS](#)

[ATTACHMENT J MANDATORY REQUIREMENTS](#)

[ATTACHMENT K MINIMUM QUALIFICATIONS \(SCORABLE\)](#)

[ATTACHMENT L MANDATORY PRE-QUALIFICATION AND DEMONSTRATION](#)

[ATTACHMENT N OREGON SAMPLE PARTICIPATING ADDENDUM](#)

3.4.2 Proposal Format and Quantity

Proposers shall make an effort to limit the length of the Proposal and shall not submit unnecessary marketing materials or brochures. Please consider sustainability where possible.

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Proposal should follow the format and reference the sections listed in the Proposal Requirements section. Responses to each section and subsection should be labeled to indicate the item being addressed. Cost information must be submitted as a separate electronic file/sealed envelope.

Proposer shall submit both a hard copy on white 8 ½" x 11" Recycled Paper and an electronic copy on electronic media such as thumb drive or CD. The total combined size of the Proposal and Coversheet should be compressed so it does not exceed 10 megabytes.

The Proposer Information and Certification Sheet (Attachment C) must bear the Proposer's authorized representative's Signature.

Proposer shall submit its Proposal in a sealed package addressed to the SPC with the Proposer's name and the RFP number clearly visible on the outside of the package.

Proposer's electronic copy of the Proposal on USB drive, DVD, or CD must be formatted using Adobe Acrobat, Microsoft Word, or Microsoft Excel.

3.4.2.1. Public Record/Confidential or Proprietary Information. All Proposals are public record and are subject to public inspection after DAS PS issues the Notice of the Intent to Award. If a Proposer believes that any portion of its Proposal contains any information that is a trade secret under ORS Chapter 192.435(2) or otherwise is exempt from disclosure under the Oregon Public Records Law (ORS 192.311 through 192.478), Proposer shall complete and submit the Affidavit of Exemption from Disclosure (Attachment B) and a fully redacted version of its Proposal, clearly identified as the redacted version

Proposer is cautioned that cost information generally is not considered exempt or a trade secret under Oregon Public Records Law (ORS 192.311 through 192.478) and identifying the Proposal, in whole, as exempt from disclosure is not acceptable. DAS PS advises each Proposer to consult with its own legal counsel regarding disclosure issues.

If Proposer fails to identify the portions of the Proposal that Proposer claims are exempt from disclosure and the statutory basis for that claim, Proposer has waived any future claims related to disclosure of that information.

3.4.3 Authorized Representative

Failure of the authorized representative to sign the Proposal may subject the Proposal to rejection by DAS PS.

3.5 PROPOSAL REQUIREMENTS

3.5.1 Affidavit of Exemption from Disclosure

Proposer shall complete and submit the Affidavit of Exemption from Disclosure (Attachment B).

Failure to submit the Affidavit of Exemption from Disclosure may result in a finding of non-Responsibility.

3.5.2 Proposer Information and Certification Sheet

Proposer shall complete and submit the Proposer Information and Certification Sheet (Attachment C).

Failure to demonstrate compliance with Oregon Tax Laws and sign the Proposer

Information and Certification Sheet may result in a finding of non-Responsibility.

3.5.3 References

Proposer shall complete and submit the References (Attachment D).

Failure to submit the References may result in a finding of non-Responsibility.

3.5.4 Certified Disadvantaged Business Outreach Plan

Proposer shall complete and submit the Certified Disadvantaged Business Outreach Plan (Attachment F).

Failure to submit the Certified Disadvantaged Business Outreach Plan may result in a finding of non-Responsibility.

3.5.5 Responsibility Inquiry

Proposer shall complete and submit the Responsibility Inquiry (Attachment G).

Failure to submit the Responsibility Inquiry may result in a finding of non-Responsibility.

SECTION 4: SOLICITATION PROCESS

4.1 PUBLIC NOTICE

The RFP and attachments are published in the Oregon Procurement Information Network (ORPIN) at <http://orpin.oregon.gov>. RFP documents will not be mailed to prospective Proposers.

Modifications, if any, to this RFP will be made by written Addenda and published in ORPIN. Prospective Proposer is solely responsible for checking ORPIN to determine whether any Addenda have been issued. Addenda are incorporated into the RFP by this reference.

4.2 NOTICE OF INTENT TO PARTICIPATE

If an entity intends to participate in the Mandatory Product Pre-Qualification and Demonstrations detailed in Section 4.3, it must notify the SPC via email no later than May 21, 2018.

4.3 MANDATORY PRE-QUALIFICATION AND DEMONSTRATION OF PRODUCTS BASED ON A SCENARIO (20 POINTS POSSIBLE)

If Proposer intends to respond to the RFP, Proposer must participate in the Mandatory Product Pre-Qualification and Demonstrations. The Pre-Qualification and Demonstrations will be held on May 30, 2018 and May 31, 2018 as set forth in Attachment M Demonstration Timeline. If a potential Proposer does not or cannot attend, Proposer will not be allowed to submit a Proposal in response to this RFP.

The Mandatory Pre-Qualification and Demonstration will be held prior to the Mandatory Pre-Proposal Conference and will be scored. The product demonstration will be given a total

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possible score of 20 points. The product score from the demonstration will be carried forward through the evaluation and included in the total score.

Upon receipt of a notice of intent to participate via email, the SPC will assign each potential Proposer a date and time for its mandatory demonstration. Each Proposer will be given the same scenario to demonstrate its own products. The scenarios are set forth in Attachment L Mandatory Pre-Qualification and Demonstration. Each demonstration will be scheduled for one (1) hour with an additional 15 minutes at the beginning and end for set up and take down, for a total of one hour and thirty minutes. See Attachment M. There will be a time keeper who will start and stop the demonstration.

Product demonstration will be presented by Proposer. Proposer shall only explain and demonstrate the functions and use of each product required by the scenario. Proposer may provide promotional or handout information for only those products being demonstrated.

During the demonstrations, the NVP Sourcing Team will score each Proposer’s demonstration for each scenario. Those points will carry forward and be added to Section 4.13 for an overall total score.

4.4 PREPROPOSAL CONFERENCE

If prospective Proposer has completed the Mandatory Pre-Qualification and Demonstration and intends to submit a Proposal, Proposer must also attend the Mandatory Pre-Proposal Conference.

The purpose of the mandatory pre-Proposal conference is to:

- Provide additional description of the project;
- Explain the RFP process; and
- Answer any questions Proposers may have related to the project or the process.

Statements made at the pre-Proposal conference are not binding upon State of Oregon or any NASPO member state. Proposers may be asked to submit questions in Writing.

A pre-Proposal conference will be held at the date and time listed in the Schedule in Section 1.2 and below.

DATE	TIME	LOCATION
May 31, 2018	12:00 Noon	Embassy Suites by Hilton Portland Airport 7900 NE 82 nd Avenue Portland, OR 97220

4.5 QUESTIONS / REQUESTS FOR CLARIFICATIONS

All inquiries, whether relating to the RFP process, administration, deadline, or method of award, or to the intent or technical aspects of the RFP must:

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- Be delivered to the SPC via email, hard copy
- Reference the RFP number
- Identify Proposer's name and contact information
- Refer to the specific area of the RFP being questioned (i.e. page, section and paragraph number); and
- Be received by the due date and time for Questions/Requests for Clarification identified in the Schedule

4.6 SOLICITATION PROTESTS

4.6.1 Protests to RFP

Prospective Proposer may submit a Written protest by the due date and time identified in the Schedule regarding anything contained in this RFP, including but not limited to, the RFP process, Specifications, and the proposed Sample Master Agreement. This is prospective Proposer's only opportunity to protest the provisions of the RFP, except that Proposer may protest Addenda as provided below and Proposer may take exception to the terms and conditions of the Sample Master Agreement as set forth in the Negotiations Section.

4.6.2 Protests to Addenda

Prospective Proposer may submit a Written protest of anything contained in the respective Addendum. Protests to Addenda, if issued, must be submitted by 5 p.m. Pacific Time of the second Business Day or the date/time specified in the respective Addendum, or they will not be considered. Protests of matters not added or modified by the respective Addendum will not be considered.

4.6.3 All Protests must:

- Be delivered to the SPC via email, hard copy
- Reference the RFP number DASPS-2203-18
- Identify prospective Proposer's name and contact information
- Be sent by an authorized representative
- State the reason for the protest, including:
 - the grounds that demonstrate how the Procurement Process is contrary to law, Unnecessarily Restrictive, legally flawed, or improperly specifies a brand name; and
 - evidence or documentation that supports the grounds on which the protest is based
- State the proposed changes to the RFP provisions or other relief sought
- Protests to the RFP must be received by the due date and time identified in the Schedule
- Protests to Addenda must be received by the due date identified in the respective Addendum

4.7 PROPOSAL DELIVERY OPTIONS

Proposer is solely responsible for ensuring its Proposal is received by the SPC in accordance

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with the RFP requirements before Closing. DAS PS is not responsible for any delays in mail or by common carriers or by transmission errors or delays, or for any mis-delivery for any reason. A Proposal submitted by any means not authorized below will be rejected.

Delivery through Mail or Parcel Carrier

A Proposal may be submitted through the mail or via parcel carrier, and must be clearly labeled and submitted in a sealed envelope, package or box. The outside of the sealed submission must clearly identify the Proposer's name and the RFP number. It must be sent to the attention of the SPC at the address listed on the Cover Page.

Delivery in Person

A Proposal may be hand delivered, by the closing date and time and must be clearly labeled and submitted in a sealed envelope, package or box. A Proposal will be accepted, prior to Closing, during DAS PS's normal Monday – Friday business hours of 8:00 a.m. to 5 p.m. Pacific Time, except during State of Oregon holidays and other times when DAS PS is closed. The outside of the sealed submission must clearly identify the Proposer's name and the RFP number. It must be delivered to the attention of the SPC at the address listed on the Cover Page.

4.8 PROPOSAL MODIFICATION OR WITHDRAWAL

If a Proposer wishes to make modifications to a submitted Proposal it must submit its modification in one of the authorized methods listed in the Proposal Delivery Options section. To be effective the notice must include the RFP number and be submitted to the SPC prior to Closing.

If a Proposer wishes to withdraw a submitted Proposal, it must submit a Written notice signed by an authorized representative of its intent to withdraw to the SPC via email, hard copy prior to closing in accordance with OAR 125-247-0440. To be effective the notice must include the RFP number.

4.9 PROPOSAL DUE

A Proposal (including all required submittal items) must be received by the SPC on or before Closing. All Proposal modifications or withdrawals must be received prior to Closing.

A Proposal received after Closing is considered LATE and will NOT be accepted for evaluation. A late Proposal will be returned to the Proposer or destroyed.

4.10 PUBLIC OPENING

A public Opening will be held on the date and time listed in the Schedule and at the location stated on the Cover Page. Only the name of the Proposer will be read at the Opening, no other information will be made available at that time. Proposals received will not be available for inspection until after the evaluation process has been completed and the Notice of Intent to Award is issued pursuant to OAR 125-247-0630.

4.11 PROPOSAL REJECTION

DAS PS may reject a Proposal for any of the following reasons:

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- Proposer fails to substantially comply with all prescribed RFP procedures and requirements, including but not limited to the requirement that Proposer's authorized representative sign the Proposal.
- Proposer fails to meet the responsibility requirements of ORS 279B.110.
- Proposer makes any contact regarding this RFP with State representatives such as State employees or officials other than the SPC or those the SPC authorizes, or inappropriate contact with the SPC.
- Proposer attempts to influence a member of the Evaluation Committee.
- Proposal is conditioned on DAS PS' acceptance of any other terms and conditions or rights to negotiate any alternative terms and conditions that are not reasonably related to those expressly authorized for negotiation in the RFP or Addenda.

4.12 EVALUATION PROCESS

4.12.1 Responsiveness and Responsibility determination

4.12.1.1 Responsiveness determination

A Proposal received prior to Closing will be reviewed to determine if it is Responsive to all RFP requirements including compliance with Minimum Qualifications section and Minimum Submission Requirements section. If the Proposal is unclear, the SPC may request clarification from Proposer. However, clarifications may not be used to rehabilitate a non-Responsive Proposal. If the SPC finds the Proposal non-Responsive, the Proposal may be rejected, however, DAS PS may waive mistakes in accordance with OAR 125-247-0470.

4.12.1.2 Responsibility determination

DAS PS will determine if an apparent successful Proposer is Responsible prior to award and execution of the Master Agreement(s). Selected Proposer(s) shall submit a signed Responsibility Inquiry form (Attachment G) within 5 Business Days of receipt of Intent to Award notice.

At any time prior to award, DAS PS may reject a Proposer found to be not Responsible.

4.12.2 Evaluation Criteria

Each Proposal meeting all Responsiveness requirements will be independently evaluated by members of an Evaluation Committee, made up of the Sourcing Team. Evaluation Committee members may change and DAS PS may have additional or fewer evaluators for optional rounds of competition. Evaluators will assign a score for each evaluation criterion listed below in this section up to the maximum points available in the Point and Score Calculation section.

SPC may request further clarification to assist the Evaluation Committee in gaining additional understanding of Proposal. A response to a clarification request must be to clarify or explain portions of the already submitted Proposal and may not contain new information not included in the original Proposal.

4.12.3 PROPOSER RESPONSIVENESS (STEP 1). DAS PS will review Proposals – on a pass/fail basis – to determine whether the Proposal is responsive to this RFP. This means that DAS

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PS will review each submittal to determine whether the Proposal is complete (i.e., does the Proposal include each of the required Attachments, are the Attachments complete, signed, and legible). DAS PS reserves the right, in its sole discretion, to determine whether a Proposal is responsive. Proposers who receive a failing mark in Step 1 will not move forward to Step 2 of the evaluation process.

4.12.4 SPECIFICATIONS EVALUATION (STEP 2). DAS PS and the NVP Sourcing Team will evaluate each Proposal to ensure that each Proposer’s products or services meet the required specifications as described in Attachments I and J, and confirm that each Proposer attended the Mandatory Pre-Qualification and Demonstration and Pre-Proposal Conference.

DAS PS may issue a written notice to all Proposers requesting additional information or perform tests and measurements before selecting the Apparent Successful Proposer.

A Proposer’s failure to provide requested information to DAS PS within three (3) business days of the written notice may result in disqualification. Proposals that do not meet the minimum specifications provided in Attachments I and J will not move forward to Step 3 of the evaluation process.

4.12.5 MINIMUM QUALIFICATIONS (STEP 3). POSSIBLE 35 POINTS TOTAL. Proposers who move forward to Step 3 will be evaluated on their responses to the required Minimum Qualifications found in Attachment K. DAS PS and the NVP Sourcing Team shall evaluate and score all Responses in accordance with the maximum points available, as shown below.

Customer Service/Staffing Plan	10 Points
Company Experience/Capacity	10 Points
Transition/Implementation Plan	5 Points
Communication Plan	5 Points
Value-Added Service Proposal	<u>5 Points</u>
TOTAL	35 Points

The DAS PS and the NVP Sourcing Team shall consist of a minimum of four (4) evaluators. Individual evaluator scores for each question will be averaged, rounded to two places to the right of the decimal point using standard rounding method, and then added together to determine the Proposer’s total points earned for the Minimum Qualifications response.

4.12.6 COST EVALUATION

Cost Proposal	Points Possible 65
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RFP COST EVALUATION Proposer must submit a proposal for all products. If pricing is not provided for a specific item, Proposal may be rejected as non-responsive. Proposers must propose the brand/model for each item listed in items 1.0 through 7.0 in Attachment E. DAS PS will evaluate Proposal prices by reviewing the submitted proposed prices in Attachment E Cost Proposal, Price Worksheet. Prices proposed in Attachment E Cost Proposal, Price Worksheet will be multiplied by the estimated Average Fiscal Yearly Usage to determine the

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“extended total” by line item. Line item totals will then be added together to determine the total proposed price.

To determine the lowest cost proposed, the SPC will apply any preferences or penalties provided by statute to the Proposer’s total. The SPC will then use the revised total to determine the lowest evaluated total price and corresponding score for pricing submitted in Exhibit C. The Proposer with the lowest total evaluation price will receive 65 points. Those Proposals with a higher evaluation price will receive a proportionately lower number of evaluation points based upon the lowest proposed price, using the following formula:

Lowest Proposal evaluation cost divided by a higher total Proposal evaluation cost (Proposal that is being evaluated) multiplied by number of available points equals the cost factor evaluation points. Points will be rounded to two places to the right of the decimal point using standard rounding method.

- Sample Calculation using Proposer A = \$100,000 and Proposer B = \$110,000
 - Proposal B calculation – $\$100,000(A) / \$110,000(B) = 0.909 \times 65$ (max points available) = 59.09 Cost points (rounded two places to the right of the decimal point using standard rounding).
 - Proposer A has the lowest total evaluated cost, so it would be assigned all 65 points.

4.12.7 PREFERENCES

4.12.7.1 Recycled Materials

In comparing Goods from two or more Proposers, if at least one Proposer offers Goods manufactured with Recycled Materials, and at least one Proposer does not, DAS PS will select the Proposer offering Goods manufactured from Recycled Materials if each of the conditions specified in ORS 279A.125 (2) exists following any adjustments made to the price of the Goods according to any applicable reciprocal preference.

4.12.7.2 Tiebreakers

Oregon Supplies: If DAS PS receives Proposals identical in price, fitness, availability and quality and chooses to award a Master Agreement, DAS PS shall award the Master Agreement in accordance with the procedures outlined in OAR 125-246-0300.

4.13 POINT AND SCORE CALCULATIONS

Scores are the points assigned by each evaluator.

The maximum points possible for each evaluation item are listed in the table below.

The SPC will average all scores for each evaluation criterion.

The Price Sheet Scoring and Minimum Qualification point totals will be added together to represent the overall total points received by each Responsive Proposer to this RFP.

Cost points are calculated as stated in the Cost Evaluation section.

TOTAL POINTS POSSIBLE :	180
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POINTS POSSIBLE		
3.1.1	Mandatory Technical Specifications (PASS/FAIL) Attachment I	Yes/No
3.2	Proposer Mandatory Requirements (PASS/FAIL) Attachment J	Yes/No
3.4	Minimum Qualifications (Scorable) (Attachment K)	35
4.2.1	Mandatory Pre-Qual and Demonstration (Scorable)	20
3.4.5	References (Attachment D)	60

4.11.3	Attachment E Cost Proposal	65
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4.14 RANKING OF PROPOSERS

DAS PS will rank all Proposers at the conclusion of the evaluation and scoring and may, in DAS PS’ sole discretion, determine an apparent successful Proposer with no additional rounds of competition. If additional rounds are conducted, DAS PS will rank advancing Proposers at the conclusion of each subsequent round and may determine an apparent successful Proposer at any time during the solicitation process.

The SPC will combine the average score for each Proposal with Proposer’s cost score and reference score. After any applicable preference has been applied, SPC will describe the rank order for each Proposer, with the highest score receiving the highest rank, and successive rank order determined by the next highest score.

4.15 ADDITIONAL ROUNDS

At the conclusion of the ranking of Proposers, DAS PS may choose to conduct additional round(s) of competition if in the best interest of the State. If DAS PS conducts two or more rounds of competition, they will be scored independently. Once the ranking from a previous round is complete, Proposers participating in a subsequent round will compete on an equal basis – scores from the previous round will be set aside and will not carry over. The Proposer with the highest score from the final round will receive the highest final ranking. Additional rounds of competition may consist of, but will not be limited to:

- Interviews
- Presentations/Demonstrations/Additional Submittal Items
- Discussions and submittal of revised Proposals
- Serial or simultaneous negotiations
- Best and Final Offers

If DAS PS, in its sole discretion, determines that one or more additional rounds of competition is necessary, it will post a notice in ORPIN of its determination and provide details about the

process and schedule for the subsequent rounds.

SECTION 5: AWARD AND NEGOTIATION

5.1 AWARD NOTIFICATION PROCESS

5.1.1 Award Consideration

DAS PS, if it awards Master Agreement(s), shall award a Master Agreement(s) to the highest ranking Responsible Proposer(s) based upon the scoring methodology and process described in Section 4. DAS PS may award less than the full Scope defined in this RFP. DAS PS, in its sole discretion, may make additional award(s) for up to 9 months following the close of this solicitation. DAS PS may select the next ranked Responsive and Responsible Proposer, issue an Intent to Award notice and begin a new award protest period. If agreement with that Proposer is not reached, DAS PS may offer award to the next ranked Proposer and so on until agreement is reached or until DAS PS terminates the process. DAS PS may require reconfirmation of the qualifications and staffing of any Proposer.

5.1.2 Intent to Award Notice

DAS PS will notify all Proposers in Writing that DAS PS intends to award a Master Agreement(s) to the selected Proposer(s) subject to successful negotiation of any negotiable provisions.

5.2 INTENT TO AWARD PROTEST

5.2.1 Protest Submission

An Affected Proposer shall have 7 calendar days from the date of the intent to award notice to file a Written protest.

A Proposer is an Affected Proposer only if the Proposer would be eligible for Master Agreement(s) award in the event the protest was successful and is protesting for one or more of the following reasons as specified in ORS 279B.410:

- All higher ranked Proposals are non-Responsive.
- DAS PS has failed to conduct an evaluation of Proposals in accordance with the criteria or process described in the RFP.
- DAS PS abused its discretion in rejecting the protestor's Proposal as non-Responsive.
- DAS PS's evaluation of Proposal or determination of award otherwise violates ORS Chapter 279B or ORS Chapter 279A.

If DAS PS receives only one Proposal, DAS PS may dispense with the evaluation process and intent to award protest period and proceed with Master Agreement(s) Negotiations and award.

5.2.1.1 Protests must:

- Be delivered to the SPC via email, or hard copy
- Reference the RFP number
- Identify prospective Proposer's name and contact information

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- Be signed by an authorized representative
- Specify the grounds for the protest
- Be received within 7 calendar days of the intent to award notice

5.2.2 Response to Protest

DAS PS will address all timely submitted protests within a reasonable time and will issue a Written decision to the respective Proposer. Protests that do not include the required information may not be considered by DAS PS.

5.3 APPARENT SUCCESSFUL PROPOSER SUBMISSION REQUIREMENTS

Proposers that are selected for a Contract/Price Agreement award under this RFP will be required to submit additional information and comply with the following:

5.3.1 Insurance

Prior to award, Proposers shall secure and demonstrate to DAS PS proof of insurance as required in this RFP or as negotiated. Insurance Requirements are found in Section 21 of Attachment A.

5.3.2 Taxpayer Identification Number

The apparent successful Proposer shall provide its Taxpayer Identification Number (TIN) and backup withholding status on a completed W-9 form when requested by DAS PS or when the backup withholding status or any other relevant information of Proposer has changed since the last submitted W-9 form, if any.

5.3.3 Business Registry

If selected for award, Proposer shall be duly authorized by the State of Oregon to transact business in the State of Oregon before executing the Master Agreement(s). Information about these requirements may be found at <http://sos.oregon.gov/business/pages/register.aspx>.

5.3.4 Responsibility Inquiry

Prior to award, the apparent successful Proposer shall be required to complete and submit Attachment G — Responsibility Inquiry.

5.4 MASTER AGREEMENT(S) NEGOTIATION

5.4.1 Negotiation

After selection of an apparent successful Proposer, DAS PS may enter into Master Agreement(s) negotiations with that Proposer. By submitting a Proposal, Proposer agrees to comply with the requirements of the RFP, including the terms and conditions of the Sample Master Agreement(s) (Attachment A), with the exception of those terms listed below for negotiation.

Proposer shall review the attached Sample Master Agreement(s) and note exceptions to the negotiable section. Unless Proposer notes exceptions to the negotiable section in its

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Proposal, the State intends to enter into a Master Agreement(s) with the successful Proposer substantially in the form set forth in Sample Master Agreement(s) (Attachment A).

It may be possible to negotiate some provisions of the final Master Agreement(s); however, many provisions cannot be changed. Proposer is cautioned that DAS PS believes modifications to the standard provisions constitute increased risk and increased cost to the State. Therefore, DAS PS will consider the scope of requested exceptions in the evaluation of Proposal.

Any subsequent negotiated changes are subject to prior approval of the Oregon Department of Justice.

DAS PS may negotiate the Statement of Work and the following terms and conditions:

Term of Master Agreement

Extensions

Prices and Consideration

In the event that the parties have not reached mutually agreeable terms within 10 calendar days, DAS PS may terminate Negotiations and commence Negotiations with the next highest ranking Proposer.

5.5 POST AWARD FORMALIZATION OF THE MASTER AGREEMENT

The Lead State reserves the right during contract negotiation of the Master Agreement(s) to adjust terms and conditions that would not (in the Lead State's judgment) have a material effect on price, schedule, scope of Work, or risk to the Lead State and Participating States, with materiality defined in terms of the effect on the evaluation and award. The Lead State reserves the right to accept contract or pricing changes that are more favorable to the Lead State.

SECTION 6: ADDITIONAL INFORMATION

6.1 CERTIFIED FIRM PARTICIPATION

Pursuant to Oregon Revised Statute (ORS) Chapter 200, DAS PS encourages the participation of small businesses, certified by the Oregon Certification Office for Business Inclusion and Diversity ("COBID") in all contracting opportunities. This includes certified small businesses in the following categories: disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns or an emerging small business. DAS PS also encourages joint ventures or subcontracting with certified small business enterprises. For more information please visit

<https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp?XID=6787&TN=oregon4biz>

If the Master Agreement(s) has potential subcontracting opportunities, the successful Proposer may be required to submit a completed Certified Disadvantaged Business Outreach Plan (Attachment F) prior to execution.

6.2 GOVERNING LAWS AND REGULATIONS

This RFP is governed by the laws of the State of Oregon. Venue for any administrative or judicial action relating to this RFP, evaluation and award is the Circuit Court of Marion County for the State of Oregon; provided, however, if a proceeding must be brought in a federal forum, then it must be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court.

6.3 OWNERSHIP/PERMISSION TO USE MATERIALS

All Proposals are public record and are subject to public inspection after DAS PS issues the Notice of the Intent to Award. Application of the Oregon Public Records Law will determine whether any information is actually exempt from disclosure.

All Proposals submitted in response to this RFP become the Property of DAS PS. By submitting a Proposal in response to this RFP, Proposer grants the State a non-exclusive, perpetual, irrevocable, royalty-free license for the rights to copy, distribute, display, prepare derivative works of and transmit the Proposal solely for the purpose of evaluating the Proposal, negotiating an Agreement, if awarded to Proposer, or as otherwise needed to administer the RFP process, and to fulfill obligations under Oregon Public Records Law (ORS 192.311 through 192.478). Proposals, including supporting materials, will not be returned to Proposer unless the Proposal is submitted late.

6.4 CANCELLATION OF RFP; REJECTION OF PROPOSAL; NO DAMAGES.

Pursuant to ORS 279B.100, DAS PS may reject any or all Proposals in-whole or in-part, or may cancel this RFP at any time when the rejection or cancellation is in the best interest of the State or DAS PS, as determined by DAS PS. **NEITHER THE STATE NOR DAS PS IS LIABLE TO ANY PROPOSER FOR ANY LOSS OR EXPENSE CAUSED BY OR RESULTING FROM THE DELAY, SUSPENSION, OR CANCELLATION OF THE RFP, AWARD, OR REJECTION OF ANY PROPOSAL.**

6.5 COST OF SUBMITTING A PROPOSAL

Proposer shall pay all the costs in submitting its Proposal, including, but not limited to, the costs to prepare and submit the Proposal, costs of samples and other supporting materials, costs to participate in demonstrations, or costs associated with protests.

6.6 STATEWIDE E-WASTE/RECOVERY POLICY

If applicable, Proposer shall include information in its Proposal that demonstrates compliance with the Statewide E-Waste/Recovery Policy effective July 1, 2012.

6.7 RECYCLABLE PRODUCTS

Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the Services or Work set forth in this document and the subsequent Master Agreement(s). (See ORS 279B.025)

