



**PORT OF PORTLAND**

P.O. Box 3529  
Portland, Oregon 97208

**REQUEST FOR PROPOSALS**

**ENERGY SAVINGS PERFORMANCE CONTRACTING SERVICES**

**SOLICITATION NUMBER 2017-7473**

**August 15, 2017**

**This solicitation is being let on behalf of the Port of Portland and other government agencies and will be made available through the U.S. Communities Government Purchasing Alliance.**



**U.S. COMMUNITIES®**  
GOVERNMENT PURCHASING ALLIANCE



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**PROPOSALS DUE: NOT LATER THAN 3 PM, SEPTEMBER 15, 2017**  
**LATE PROPOSALS MAY NOT BE ACCEPTED**

NOTE: A pre-proposal meeting will not be held.

# **1 OVERVIEW**

## **1.1 Introduction**

The Port of Portland (the “Port” or the “Lead Public Agency”), on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (hereafter “Participating Public Agencies”) is soliciting proposals from experienced firms or teams of firms (the “Supplier” or “Suppliers”) capable of providing a complete line of Energy Savings Performance Contracting Services and Equipment (hereafter “Products and/or Services”). The Port intends to award one or more contract(s) to qualified Suppliers.

This RFP is being issued in cooperation with the U.S. Communities Government Purchasing Alliance (“U.S. Communities”) and the estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$100 Million Dollars annually. This estimate is based on the anticipated volume of the Lead Public Agency, the U.S. Communities Advisory Board members, and current sales within the U.S. Communities program. While there is no minimum quantity of products required to be purchased under the proposed Master Agreement, the U.S. Communities Advisory Board Members are committed to utilizing the Master Agreement. The Advisory Board members will determine if the Master Agreement is of value to their agency, and will promote the Master Agreement among other public agencies nationwide and internationally. The Advisory Board in 2016 purchased more than \$168 Million Dollars of products and services from existing U.S. Communities contracts.

## **1.2 RFP Schedule**

The following schedule is tentative and subject to change in the Port’s sole discretion:

- August 15, 2017                      Advertisement
- September 5, 2017                      3 p.m. for receipt of questions
- September 15, 2017                      3 p.m. for receipt of proposals
- October 3-5, 2017                      Clarification of proposals/interviews (if needed)
- November 3, 2017                      Notice of intent to award
- December 1, 2017                      Contract start date

## **1.3 Single Point of Contact**

Christine Moody, Contracts and Procurement Manager, is the solicitation manager for this Request for Proposals (RFP) and is the single point of contact (SPC) for Suppliers during the RFP process (refer to Section 2.1.4 for information on questions). Contact with other Port employees, officials, or representatives regarding this RFP, including without limitation any attempt to influence a

member of the evaluation team is prohibited. Such conduct by a Supplier will be grounds for immediate rejection of its proposal.

#### **1.4 Background**

It is the intention of the Port to establish a contract with a Supplier(s) for Energy Savings Performance Contracting Services and Equipment to help the Port of Portland and other U.S. Communities Participating Public Agencies reduce energy consumption and increase energy efficiency. The resultant contract(s) will support comprehensive energy savings solutions. Awarded Suppliers must have the ability to work with Participating Public Agencies to develop detailed plans that reduce energy and energy related maintenance costs, including studies and analysis in the form of detailed energy audits and comprehensive energy studies, comprehensive energy efficiency and guaranteed savings program plans, carry out the construction proposed, supply the products required, and measured verification reports on progress made towards the energy savings guarantee.

#### **1.5 Scope of Services**

The Port is seeking to establish the specific qualifications of the responding Energy Service Companies (ESCO) to provide the comprehensive array of energy services required to deliver a guaranteed energy savings project. Each project may consist of any or all of the following phases:

##### **1.5.1 Preliminary Energy Audit:**

Preliminary Energy Audit shall consist of exploring opportunities for an organization to improve energy performance and realize cost savings. This feasibility study shall conclude in a written report delivered to the Agency.

- a. The written report shall contain, at a minimum, an analysis of energy operating costs to identify potential cost savings.
- b. The Preliminary Energy Audit and project scope development shall be conducted by Supplier at no cost to the agency.

##### **1.5.2 Technical Energy Audit**

Investment-Grade Technical Energy Audit (TEA) to identify energy conservation opportunities at various facilities and prepare a corresponding Project Development Plan (PDP). The PDP shall detail essential services and improvements that will reduce energy consumption in facilities including, without limitation, an upgrade in capital energy-related equipment; improved building operations; fuel cost savings and improved demand management; and assistance in meeting environmental management responsibilities. This phase shall conclude with a written report and technical drawings, including but not limited to:

- a. Established energy baseline (derived from actual energy measurements taken in the year preceding the implementation).
- b. Total equipment and construction costs.
- c. Any grants, incentives, rebates or other discounts.
- d. Projected savings by energy conservation measure by year for the term of the financing.
- e. Maintenance support services cost per year for the term of the financing.
- f. Measurement and verification support services per year for the term of the financing.

- g. Financing assumptions, such as estimated interest rates and inflation rates.
- h. Any capital avoidance calculations with yearly savings per year for the term of the financing.
- i. Financing term payments per year for the term of the financing.
- j. Program cash flow comparisons per year for the financing term.
- k. Net present value analysis with estimated discount rate.

The TEA shall be signed and stamped/sealed by a professional engineer licensed to practice in the state where the facility is located.

### 1.5.3 Implementation of the Energy Savings Performing Contract

Implementation and execution of the full project shall follow the TEA, should the agency elect to move forward. As a part of this phase the Supplier shall:

- a. Provide a documented guarantee clearly communicating the energy and operational savings process that defines responsibilities of both the Supplier and the agency.
- b. Provide monitoring, measurement and verification of energy and cost avoidance throughout the contract period. This may require measurements to be recorded during an initial study phase.
- c. Provide for a documented payment by the vendor if energy savings and operational savings are not met on an annual basis.
- d. Schedule the preventative maintenance and service, up to and including full replacement, for all work installed, throughout the contract period.
- e. Supervise and direct all phases of the work, using its best skill and attention. The Supplier shall be solely responsible for all feasibility studies, design and construction means, methods, techniques, sequences, measurements and verification and procedures and for coordinating all portions of work inclusive of a construction services contract if utilized.
- f. Supply warranties for equipment included in each project along with operation and maintenance manuals to the Port.
- g. Provide a bond/insurance policy guaranteeing the agreed upon yearly energy consumption savings.

### 1.5.4 Measurement and Verification

A typical Measurement and Verification Plan (M&V) will include, as a minimum, information on the overall project level and energy conservation measures specific items. The M&V plan will be developed during discussions between the Supplier and the Agency however, the plan should contain these essential elements:

- a. Project savings from the energy performance contract.
- b. Details of baseline conditions and data collected.
- c. Determine what items will be verified.
- d. Details of engineer analysis.
- e. Schedule for all M & V activities.
- f. Reports to include how energy and cost savings will be calculated.
- g. A risk and responsibility matrix:

- Include in this section the minimum and maximum maintenance required to ensure the guarantee.
- Assign preventative maintenance responsibilities between Agency and Supplier.

#### 1.5.5 Construction Services

The Port/Participating Public Agency and Supplier may negotiate a separate contract for those services, to include design, construction (e.g. design/build), install, implement, maintain and measure and verify savings from such energy, water and operating saving measures. The form of the contract shall be negotiated between the parties and shall incorporate all state and local requirements for such work, and may include, without limitation, a requirement to provide performance and payment bonds, to pay prevailing wages, provide certified payroll reports, and provide a public works bond.

### 1.6 Airport Security and Badging Requirements

The successful Supplier will be required to comply with all rules and regulations governing airport security, including but not limited to the security and badging requirements set forth in the Portland International Airport (PDX) Rules (available at [http://cdn.portofportland.com/pdfs/PDX\\_Rules.pdf](http://cdn.portofportland.com/pdfs/PDX_Rules.pdf)), and regulations promulgated by the Transportation Security Administration (“TSA”) and the Federal Aviation Administration (“FAA”), as more fully described in the sample Master Agreement Contract attached as Schedule 5. Suppliers are encouraged to obtain and thoroughly review the PDX Rules and other governing rules and regulations before submitting a bid.

### 1.7 Security Requirements

The successful Supplier will be required to comply with all applicable security requirements for the premises, as more fully described in the sample Master Agreement Contract attached as Schedule 5. Suppliers are encouraged to obtain and thoroughly review applicable security requirements before submitting a proposal.

## 2 PROPOSAL PROCESS

### 2.1 General

#### 2.1.1 Evaluation

Proposals will be evaluated by an evaluation team which may consist of a mixture of evaluators from the Port and Participating Public Agencies. The evaluation will be in accordance with Section 3.2.2, Required Submissions and Evaluation Criteria, and may include requests by the team for additional information, oral discussions, site visits, and inquiries into the experience and responsibility of the Supplier.

#### 2.1.2 No Obligation to Award; Costs; Cancellation or Rejection

The issuance of this RFP, and the receipt and evaluation of proposals does not obligate the Port to award a contract. The Port will not pay any costs incurred in responding to this RFP. The Port may cancel this RFP or reject any or all proposals in accordance with ORS 279B.100.

### 2.1.3 Commencement of Work

The successful Supplier may not commence work until receipt of a fully executed contract.

### 2.1.4 Questions

All questions relating to this RFP must be posed through the Port's online vendor portal at <http://www2.portofportland.com> under the *Business Opportunities* tab. Questions received fewer than ten (10) calendar days prior to the deadline for receipt of proposals may not be considered.

## 2.2 Pre-Proposal Interpretation of Contract Documents

### 2.2.1 Changes to RFP

2.2.1.1 The Port reserves the right to make changes to the RFP. Changes will be made by written addendum which will be issued to all prospective Suppliers on the Port's list of RFP holders.

2.2.1.2 Prospective Suppliers may request or suggest any change to the RFP by submitting a written request, at <http://www2.portofportland.com> through the *Business Opportunities* vendor portal. The request will specify the RFP provision in question, and contain an explanation for the requested change. The request must be submitted at least fourteen (14) calendar days prior to the deadline for receipt of proposals.

2.2.1.3 The Port will evaluate all requests submitted, but reserves the right to determine whether or not to accept the requested change.

### 2.2.2 Amend or Withdraw Proposal

A Supplier may amend or withdraw its proposal any time prior to the time and date established for proposal submission.

### 2.2.3 Intergovernmental Cooperative Purchasing

The Supplier agrees by submitting its proposal to extend identical prices and services under the same terms and conditions to all Participating Public Agencies through U. S. Communities. Participating Public Agencies will execute their own contract with the Supplier for its specific scope and requirements.

## 2.3 Public Disclosure of Proposals

### 2.3.1 General Rules

#### 2.3.1.1 Oregon Public Records Law

Pursuant to the Oregon Public Records Law (ORS 192.410 to 192.505), any information provided to the Port pursuant to this RFP is subject to public disclosure in response to a public records request.

#### 2.3.1.2 Oregon Public Contracting Code Disclosure Limitations

Consistent with ORS 279B.060(6)(a), the Port: (i) does not make proposals open for public inspection until after the notice of intent to award a contract is issued; and (ii) at the Port's election, may open proposals in a manner to avoid disclosing contents to competing Suppliers during the process of negotiation (except that the Port will make available the identity of all Suppliers after the proposals are opened).

## **2.3.2 Exemptions from Disclosure**

### **2.3.2.1 Exemptions Generally**

The general public disclosure requirement under the Oregon Public Records Law is subject to a number of exemptions. The Port advises each Supplier to reference the Oregon Public Records Law and to consult with its own legal counsel regarding public records issues prior to submitting a proposal.

### **2.3.2.2 Trade Secrets**

Consistent with ORS 279B.060(6)(b), after the Port issues notice of intent to award the Port may withhold from disclosure certain, specific information within a proposal that is exempt from disclosure as “trade secrets” under ORS 192.501(2). Such information must be properly marked in accordance with Section 2.3.3 below.

### **2.3.2.3 Information Submitted in Confidence**

Unless expressly provided otherwise in this RFP or in a separate written communication from an authorized representative of the Port, the Port does not oblige itself to withhold from public disclosure any proposal information submitted “in confidence” as provided under ORS 192.502(4) unless the information is otherwise exempt from disclosure under Oregon law. The Port considers proposals submitted in response to this RFP to be submitted in confidence only until the Port completes its evaluation of all proposals and publicly announces the results.

## **2.3.3 Properly Marking Information Believed to be Exempt**

### **2.3.3.1 Generally**

If a Supplier believes that any specific information within its proposal is exempt from disclosure under the Oregon Public Records Law, the Supplier must: (i) prominently mark all such specific information as exempt in its proposal; and (ii) submit a duplicate copy of its complete proposal, with only the specific information that the Supplier believes is exempt redacted such that it is not legible to readers. Marking the entire proposal as exempt from disclosure, or marking lengthy passages as exempt in a “blanket” manner, is not acceptable and the Port may consider such proposals to be improperly marked. When exempt information is mixed with nonexempt information, the nonexempt information must be disclosed. The Port reserves the right to determine, in its sole discretion, whether a proposal has been properly marked to assert exemptions from disclosure.

### **2.3.3.2 Trade Secrets**

If a Supplier believes that any specific information within its proposal is exempt from disclosure as a “trade secret” under ORS 192.501(2), then in addition to meeting the proposal marking and submission requirements set forth in this RFP the Supplier must complete and submit with its proposal a Certification of Trade Secret in the form attached as Schedule 3.

### **2.3.4 Improperly Marked Proposals**

The fact that a Supplier marks information in its proposal as exempt from disclosure does not necessarily mean that the information is exempt. Upon the receipt of a public records request, the Port will make an independent determination regarding the applicability of exemptions that have been asserted in properly marked proposals. Suppliers are cautioned that improperly marked proposals are subject to disclosure in their entirety, without any independent review by the Port

and without notice to the Supplier. If a Supplier fails to identify information in a proposal that the Supplier believes is exempt from disclosure, the Supplier waives any future claim that such information is exempt.

## **2.4 Electronic Submission of Proposals**

### **2.4.1 Requirements**

Each Supplier's submission in response to this RFP must:

2.4.1.1 Include a complete proposal and Schedule 4 - Proposal Form.

2.4.1.2 If applicable pursuant, include a separate file that contains a Schedule 3 completed Certification of Trade Secret form and a redacted copy of the complete proposal.

### **2.4.1.3 Proposal Submission Method**

Proposals must be submitted by electronic means as a **single** .pdf file to the Port's online bidding system PlanetBids. As referenced in Section 3.2.2.1, the required manufacturer price list and/or catalogs, personal services billing rates and trade services labor rates shall be submitted as separate files. Suppliers may submit price lists and billing rates in Excel format. Do not use spaces, dashes, or any punctuation other than periods (.) in the file name uploaded into the system.

## **2.5 Protests**

### **2.5.1 Protest Submission**

A Supplier or prospective Supplier who wishes to object to or protest any aspect of this procurement as provided under ORS Chapter 279B, including but not limited to, matters that are apparent on the face of the solicitation documents and the award of the contract must deliver a written protest to the Manager of Contracts and Procurement, 7200 N.E. Airport Way, Portland, OR 97218; mailing address, PO Box 3529, Portland, OR 97208. A protest is delivered for the purposes of this paragraph when it is actually received by the Port's Contracts and Procurement Department.

### **2.5.2 Protest Content; Incomplete Protests; Port Investigation and Response**

A protest will be deemed to include only the documents timely delivered pursuant to this paragraph. It must identify the prospective Supplier's name and contact information, and be sent by an authorized representative of the Supplier. It must contain all information required for protests under ORS Chapter 279B, clearly state all grounds for the protest and the relief sought, and include all supporting evidence, in the form of physical evidence, documents, or affidavits. The Port reserves the right to decline to consider protests that do not include the required information. The Port may investigate as it deems appropriate in reviewing the protest, and will issue a written decision in response to the protest.

### **2.5.3 Timeliness**

#### **2.5.3.1 Matters that are Apparent on the Face of the Solicitation Documents or that is Otherwise Known or Should Have Been Known**

If the protest relates to matters that are apparent on the face of the solicitation documents or to matters that are otherwise known or should have been known to the protester, the protest must be



delivered no fewer than fourteen (14) business days prior to the deadline for the Port's receipt of proposals.

#### 2.5.3.2 Other Matters (including Contract Award)

If the protest relates to other matters, including but not limited to the award of the contract, it must be delivered as soon as possible, and in no event more than five (5) business days after the Port's intent to award the contract. If the Port receives only one proposal, the Port may dispense with the intent to award protest period and proceed with negotiations and award.

#### 2.5.3.3 Untimely Protests

The Port reserves the right to decline to review untimely protests.

#### 2.5.4 Right to Protest Contract Award (Specifically)

In addition to meeting the other protest requirements set forth in this RFP, a Supplier may only protest the award of the contract (or notice of intent to award the contract, whichever occurs first), if the Supplier is adversely affected because the Supplier would be eligible to be awarded the contract in the event the protest was successful and the reason for the protest is one of the reasons specified in ORS 279B.410(1)(b).

#### 2.5.5 Appeal Rights

If a protester disagrees with the written decision issued by the Port's Manager of Contracts and Procurement, the protester may appeal in writing to the Port's Executive Director. The written appeal must clearly state the grounds on which the Supplier believes the Port's protest decision should be overturned, and must include all legal arguments and all evidence in support of the appeal, in the form of physical evidence, documents, or affidavits. The written appeal must be received by the Executive Director, Port of Portland, 7200 N.E. Airport Way, Portland, OR 97218 (mailing address P.O. Box 3529, Portland, OR 97208), within five (5) business days after the protester's receipt of the written decision issued by the Port's Manager of Contracts and Procurement. The Executive Director will issue a written decision to the protest. The Executive Director may decline to consider a late appeal.

#### 2.5.6 Action after Denial of Protest and Appeal

The Port may proceed with the procurement after denial of the protest or denial of the appeal, including but not limited to contract award, execution, and performance.

### **2.6 Influencing the Procurement Process**

Suppliers or their agents are instructed not to contact evaluation committee members, Port employees, commissioners, or any agents, licensees, successors and/or assignees of such for the purposes of influencing the Port's decision, or externally manipulating or influencing the procurement process in any way, other than through the instructions contained herein, from the date of the release of this RFP to the date of execution of all contracts resulting from this RFP. The Port, in its sole discretion, may disqualify Suppliers in violation of this section.

### **2.7 Responsibility of Suppliers**

Suppliers should use care and integrity in preparing the information included in the proposal.

### **3 PROPOSAL CONTENT AND EVALUATION CRITERIA**

#### **3.1 Preparation**

Suppliers are required to provide complete information in their proposals. A proposal response to Section 3.2.2 will be in a font size no smaller than 10 points and will not exceed 100 pages, including pictures or diagrams. Section separators, affidavits (if required), the Proposal Form, manufacturer price lists, personal services billing rates and trade services billing rates will not be considered in total pages submitted for the purposes of the 100 page limit. If a Supplier exceeds the page limit stated above in responding to Section 3.2.2, the Port will consider only the information stated in the pages within the limit, and may decline to consider information on pages beyond the limit.

#### **3.2 Format**

Proposals will conform to the following format:

##### **3.2.1 Part I - Proposal Form**

Suppliers must complete the Proposal Form, attached as Schedule 4, and include it as the first page of their proposal. This form does not count toward the page limitation.

##### **3.2.2 Part II - Required Submissions and Evaluation Criteria**

Suppliers must submit information that enable the evaluation team to evaluate proposals based upon the criteria shown below. Although some of the criteria may be given more weight than others, each Supplier is expected to provide the Port with a comprehensive proposal which allows the Port to do a complete evaluation against the criteria.

###### **3.2.2.1 Supplier Required Information**

- a. Cover Letter: The cover letter should indicate the Supplier's commitment to provide the products and services proposed. Additionally, the cover letter shall identify the members of the team that comprise the Supplier and indicate the organizational relationship of the team members.
- b. Executive Summary: The executive summary shall be a brief, concise summary level description of the contents of the proposal.
- c. State any proposed deviations from the general requirements of the RFP. All proposed deviations must include a) written rationale for each proposed deviation, and b) express proposed revised language. Proposed deviations without inclusion of a) and b) above will not be considered. The Port retains the sole discretion whether or not to accept proposed deviations or exceptions.
- d. Suppliers must submit manufacturer price lists and/or catalogs as a separate document in an electronic format and will not count towards the overall page limit. At a minimum, electronic price lists must contain the following:
  1. Manufacturer part #
  2. Vendor part # (if different from manufacturer part #)

3. Description
  4. Manufacturers Suggested List Price and Net Price
  5. Net price to U.S. Communities Participants (including freight)
- e. Include in your response the classifications and billing rates for all personal services related to executing an Energy Savings Performing Contract. Information shall be submitted as a separate document in an electronic format and will not count towards the overall page limit. For purposes of this solicitation and resulting Master Agreement Contract, personal services encompasses those classifications related to the preliminary and technical energy audit, measurement and verification and implementation of the Energy Savings Performing contract as outline in Section 1.5 Scope of Services. Classifications and billing rates shall be consistent with the proposed rates provided in Pricing Scenario's 1 and 2 attached as Schedule 1 and 2.
- f. Suppliers must submit labor billing rates for all trade services that may be used as part of a construction services contract as referenced in Section 1.5.5. Information shall be submitted as a separate document in an electronic format and will not count towards the overall page limit.

#### 3.2.2.2 Proposer's Qualifications and Experience – Weight 25

- a. Provide a description of your firm's history; information identifying the firm's annual volume, financial/bonding capacities, and the firm's stability in the marketplace.
- b. Identify key personnel and describe their experience on projects of varying size, complexity, and scope.
- c. Briefly describe three energy savings performance contracts which your firm has managed within the last 3 years. Do not include contracts managed by subconsultants or subcontractors. Include the following information on each project:
  - Project Identification. Name the project owner, state the type of project (generic building type such as office building, hospital, school, etc.), and provide the location (city, state).
  - Project Dates. Project actual start and end dates.
  - Project Size. Number of buildings and total square footage.
  - Project Dollar Amount. Provide the total contract amount and the total project capital expenditure amount.
  - Source of Funds. State the source of funds used for the project and your firm's role, if any, in securing those funds.
  - Contract Terms. State the type of contract (shared-savings, lease purchase, guaranteed savings), the duration of the contract term, and the financing arrangement.
  - Project Schedule. Indicate if the project was completed on schedule. If not, please explain.
  - List of Improvements. List the retrofits and operational improvements related to energy cost savings.

- Projected Annual Savings. State the projected annual savings resulting from energy and operational improvements (therms, kWh, kW, etc.).
- Guaranteed Savings. State the amount of the guarantee. In addition, describe how the guarantee functioned and if your firm was required to pay funds to meet the guarantee.
- Savings Summary. Summarize savings results.

### 3.2.2.3 Technical Approach and Facility Solutions – Weight 25

- Summarize how the required scope of services (technical energy auditing, project development plan, design-build, maintenance, training, financing, etc.) would be organized and presented. Include a description that encapsulates the proposer’s approach to organizing and managing projects of this type. Detail any specific benefits the proposer can offer such as general coordination of work across multiple disciplines, energy auditing experience, risk analysis, measurement and verification services, general contracting abilities, etc.
- Technical Energy Audit and Project Development Plan: Describe your approach to developing a Technical Energy Audit (TEA) and Project Development Plan (PDP) and how this ties into the design aspect of your design-build approach. Provide a sample of a TEA and PDP for a particular project. The samples shall include detailed energy and economic calculations.
- Project Implementation: Describe the proposer’s general approach to technical design and construction of energy efficiency measures. Describe how the technical design is integrated with energy analysis, engineering, project finance/economics, and project construction.
- Sustainability: Describe your firm’s experience and approach to sustainable design and specific examples of techniques and materials used. Tell us about your firm’s experience in construction site recycling and consideration of life cycle cost analysis factors in selecting equipment and materials criteria.
- Technology: Describe your firm’s capacity to provide digital services to achieve the capabilities of energy management, reporting, and system reliability. In addition, explain the ability your firm has to provide technology applications to positively impact energy performance, address issues of scalability, and create power reliability. Finally, describe your company’s approach to distributed energy (i.e., demand response applications, energy storage, smart electric vehicle charging).
- Describe your firm’s approach to the management and administration of onsite activities, including, but not limited to, energy auditing and construction, mobilization, staging, site access, etc.
- Describe your firm’s process for ensuring the project is completed on schedule and reaches projected energy savings.

### 3.2.2.4 Pricing – Weight 20

- Supplier must provide all personal services classifications, billing rates, materials and equipment costs, for each Pricing Scenario as provided for in Schedules 1 and 2 attached as

separate documents to this RFP. Rates provided are for evaluation purposes only and shall not be construed as Supplier's complete offer. Do not include labor costs associated with trade services or the construction installation portion of the Pricing Scenario.

- b. The Supplier may submit requests for rate increases on an annual basis, sixty (60) days prior to the contract anniversary date. Price increase requests are not automatic and must provide justification in order to be approved by the Port.
- c. All labor rates that apply to a construction services contract must follow the Port/Participating Public Agency's local and state contracting regulations including the prevailing wage rate for the applicable region.
- d. Supplier's entire manufacturer price lists and/or catalogs, all personal services billing rates and all trade services labor rates will be considered the offer to the Port and Participating Public Agencies.

#### 3.2.2.5 Financial Approach and Guarantee - Weight 15

- a. Dollar Savings Calculations: Describe how your firm assigns dollar values to any energy and operational savings. Detail any statistical models used to provide the probabilities around estimated savings.
- b. Guaranteed Savings Calculations: List all procedures, formulas, and methodologies, including special metering or equipment your firm will use to calculate energy savings. Include assumptions to be made in the calculations. Provide sample calculations for lighting, boilers, chillers, motors and drives, controls, and ventilation measures.
- c. Measurement and Verification Method and Sample: Describe the methodology proposed for ongoing measurement and verification of the performance of each energy efficiency measure recommended, including the frequency of such efforts. Please note in your response, if an industry standard such as the International Performance Measurement and Verification Protocol is used and describe the preferred method. Provide three sample measurement and verification reports (not included in page count).
- d. Project Cost Savings Guarantee Calculations: Describe your firm's procedures and schedule for measuring financial performance of projects. Describe how the guarantee provisions work in the event that project results vary from projections, especially with regards to project cost savings. Also describe how excess savings can be documented.
- e. Any reimbursable expenses for the work must not conflict with the Travel Expense Reimbursement Guidelines as outlined in the sample Master Agreement Contract.
- f. Describe how fees will be calculated for design, construction, and measurement and verification work.

#### 3.2.2.6 National Supplier Qualifications - Weight 15

- a. Supplier Qualifications: Supplier must include a narrative of its understanding and acceptance of the Supplier Commitments as outlined in Section 5 of this RFP.
- b. Provide the completed and signed Supplier Worksheet for National Program Considerations in Section 5.9.
- c. Complete Supplier Information as outlined in Section 5.11.

## **4 EVALUATION PROCEDURES**

### **4.1 Competitive Range**

An evaluation team will determine which proposals are within the competitive range in accordance with the evaluation criteria set forth in this RFP. Only those proposals determined to be within the competitive range will be considered for award.

### **4.2 Evaluation Team Members**

4.2.1 Proposals will be evaluated by an evaluation team which may consist of a mixture of evaluators from the Port and Participating Public Agencies. The evaluation will be in accordance with Section 3.2.2, Required Submissions and Evaluation Criteria, and may include requests by the team for additional information, oral discussions, site visits, and inquiries into the experience and responsibility of the Supplier.

4.2.2 One or more evaluation team members may conduct an initial evaluation of all proposals using the evaluation criteria and may identify a subset of proposals as finalists for further evaluation by the evaluation team.

4.2.3 After the initial evaluation, members of the evaluation team may perform any of their functions individually, or as a group consisting of two or more evaluation team members.

4.2.4 If particular functions are performed by individual evaluation team members or by a group consisting of less than the full evaluation team, the evaluation team members performing the functions will report to the full team a summary of the information gathered or conclusions reached.

4.2.5 A report of final evaluation results and any recommendation regarding award of a contract may be made to the Port Executive Director or the Executive Director's designee and the U.S. Communities Government Purchasing Alliance Board of Directors without the participation of all evaluation team members, provided that a majority of evaluation team members participate.

### **4.3 Presentations, Demonstrations, Interviews**

Selected Suppliers may be invited to participate in a presentation, demonstration or interview stage of the evaluation process. Depending upon the specific situation, Suppliers may be requested to provide a topic-specific presentation, a product demonstration, or to respond in person to questions related specifically to their proposals and other pertinent matters with respect to the RFP. In such a case the information obtained will become a factor in overall selection.

#### **4.4 Best and Final Offers**

The Port reserves the right to request “best-and-final-offers “from the highest ranked Suppliers. In the event of such a request, submission requirements will be communicated to the highest ranked Suppliers by the SPC.

#### **4.5 Scope and Compensation Negotiations**

Provided acceptable proposals are received, the Port intends to enter into one or more contracts based on this RFP. Such contract(s) will be subject to the Port’s standard terms and conditions in the attached sample Master Agreement Contract. The Port reserves the right to negotiate any and all proposed rates to the Port’s betterment. In such a case, the Port may request and the proposer shall provide a breakdown of the proposed rates showing: 1) the unburdened rate; 2) audited overhead; and 3) profit. Rates shall not include fees or markups on subcontractor services or materials; all subcontractor services and materials shall be at actual cost. If the Port and the Supplier are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to the Port, the Port will, either orally or in writing, formally terminate negotiations with the highest ranked Supplier. The Port may then negotiate with the next highest ranked Supplier. The negotiation process may continue in this manner through successive Suppliers until an agreement is reached or the Port terminates the selection process. If the Port intends to award more than one contract under this RFP and selects multiple candidates for such awards, the negotiation process described in this subsection will apply to each of the identified candidates.

## **5 U. S. Communities**

### **5.1 Overview**

U.S. Communities Government Purchasing Alliance assists Participating Public Agencies to reduce the cost of purchased goods through strategic sourcing that combines the volumes and the purchasing power of public agencies nationwide. This is accomplished through an award of competitively solicited contracts for high quality products and services by large and well recognized public agencies. The contracts provide for use by not only the respective Lead Public Agency, but also by other Participating Public Agencies.

### **5.2 National Sponsors**

U.S. Communities is jointly sponsored by the National Association of Counties (NACo), the National League of Cities (NLC), the Association of School Business Officials International (ASBO), the United States Conference of Mayors (USCM) and the National Governors Association (NGA) (herein “National Sponsors”).

### **5.3 Advisory Board**

The U.S. Communities Advisory Board is made up of key government purchasing officials from across the United States.

Each Advisory Board Member is expected to actively participate in product bids and selection, participate in policy direction, and share expertise and purchasing innovations.

Current U.S. Communities Advisory Board Members:

Auburn University, AL	Great Valley School District, PA
Beaverton School District, OR	Harford County Public Schools, MD
City and County of Denver, CO	Hennepin County, MN
City of Chicago, IL	Los Angeles County, CA
City of El Paso, TX	Maricopa County, AZ
City of Houston, TX	Miami-Dade County, FL
City of Kansas City, MO	North Carolina State University, NC
City of Los Angeles, CA	Onondaga County, NY
City of Ocean City, NJ	Port of Portland, OR
City of Seattle, WA	Prince William County Schools, VA
Cobb County, GA	San Diego Unified School District, CA
Denver Public Schools, CO	State of Iowa, IA
Emory University, GA	The Ohio State University
Fairfax County, VA	The School District of Collier County
Fresno Unified School District, CA	



#### **5.4 Participating Public Agencies**

Today more than 55,000 public agencies utilize U.S. Communities contracts and Suppliers to procure over \$2.5 Billion Dollars in products and services annually. Each month more than 500 new public agencies register to participate. The continuing rapid growth of public agency participation is fueled by the program's proven track record of providing public agencies unparalleled value.

The Supplier(s) must communicate directly with any Participating Public Agency concerning the placement of orders, issuance of the purchase order, contractual disputes, invoicing, and payment.

The Port of Portland is acting as "Lead Public Contracting Agency" for the Participating Public Agencies and will not be held liable for any costs, damages, expenses, fees, liabilities, etc. incurred by any other Participating Public Agency.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency will be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides. A copy of the MICPA is in Section 5.13 of this RFP.

#### **5.5 Marketing Support**

U.S. Communities provides marketing support for each Supplier's products through the following:

- National Sponsors as referenced above.
- Over 85 State Associations of Counties, Schools and Municipal Leagues.
- Sales and marketing personnel that directly promote the U.S. Communities Suppliers to Participating Public Agencies through public agency meetings, webinars, direct mail, email, online and print advertising, social media, articles, and exhibiting and presenting at national and local trade shows.
- U.S. Communities provides Suppliers government sales training, and a host of online marketing and sales management tools to effectively increase sales through U.S. Communities.

#### **5.6 Multiple Awards**

Multiple awards may be issued as a result of this solicitation. Multiple Awards will ensure that any ensuing Master Agreement Contracts fulfill current and future requirements of the diverse and large number of Participating Public Agencies.

#### **5.7 Evaluation of Proposals**

As referenced in Section 4, proposals will be evaluated by the Lead Public Agency in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. U.S. Communities Advisory Board members and other Participating Public Agencies will assist the Lead Public Agency in evaluating proposals. The Supplier(s) that

respond(s) affirmatively meeting the requirements of this Request for Proposal and providing the best overall value will be eligible for a contract award.

## **5.8 Supplier Qualifications**

U.S. Communities views the relationship with an awarded Supplier as an opportunity to provide maximum benefit to both the Participating Public Agencies and to the Supplier.

The successful foundation of the partnership requires commitments from both U.S. Communities and the Supplier. U.S. Communities requires the Supplier to make the four commitments set forth below (Corporate, Pricing, Economy, Sales) to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies:

### **5.8.1.1 Corporate Commitment**

- a. The pricing, terms and conditions of the Master Agreement will, at all times, be Supplier's primary contractual offering of Products and Services to Public Agencies. All of Supplier's direct and indirect marketing and sales efforts to Public Agencies will demonstrate that the Master Agreement is Supplier's primary offering and not just one of Supplier's contract options.
- b. Supplier's sales force (including inside, direct and/or authorized dealers, distributors and representatives) will always present the Master Agreement when marketing products or services to Public Agencies.
- c. Supplier will advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.
- d. Upon authorization by a Public Agency, Supplier will transition such Public Agency to the pricing, terms and conditions of the Master Agreement.
- e. Supplier will ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier's senior executive management.
- f. Supplier will provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier's commitments are maintained at all times. Supplier will also designate a lead referral contact person who will be responsible for receiving communications from U.S. Communities concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies.
- g. Supplier will also provide the personnel necessary to implement and support a Supplier-based internet web page dedicated to Supplier's U.S. Communities program and linked to U.S. Communities' website and will implement and support such web page.
- h. Supplier will demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the U.S. Communities program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.
- i. Where Supplier has an existing contract for products and services with a state, Supplier

will notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier will primarily offer the Master Agreement to all Public Agencies located within the state.

#### 5.8.1.2 Pricing Commitment

- a. Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Supplier's pricing will be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased products and services.
- b. Contracts Offering Lower Prices. If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier will match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier will do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.
  1. Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.
  2. Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.
  3. Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.
- c. Deviating Buying Patterns. Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.
- d. Supplier's Options in Responding to a Third Party Procurement Solicitation. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master

Agreement rather than issue their own procurement solicitations, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

1. Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.
2. Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.
3. If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.
4. Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier will still be bound by all obligations set forth in this section, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.
5. Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.

#### 5.8.1.3 Economy Commitment

Supplier will demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative options, including competitive solicitation pricing and will proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate bids and solicitations.

#### 5.8.1.4 Sales Commitment

a. Supplier will market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives will be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.

b. Supplier Sales. Supplier will be responsible for proactive sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail, online marketing and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies will include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's

use of the U.S. Communities name, trademark, or logo will inure to the benefit of U.S. Communities. U.S. Communities will provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier will provide U.S. Communities with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier will assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives will communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the Supplier's best overall pricing and value to eligible agencies, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

c. Branding and Logo Compliance. Supplier will be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

d. Sales Force Training. Supplier will train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities will be available to train on a national, regional or local level and generally assist with the education of sales personnel.

e. Participating Public Agency Access. Supplier will establish the following communication links to facilitate customer access and communication:

1. A dedicated U.S. Communities internet web-based homepage that is accessible from Supplier's homepage or main menu navigation containing:

- (a) U.S. Communities standard logo with Founding Co-Sponsors logos;
- (b) Copy of original procurement solicitation;
- (c) Copy of Master Agreement including any amendments;
- (d) Summary of Products and Services pricing;
- (e) Electronic link to U.S. Communities' online registration page; and
- (f) Other promotional material as requested by U.S. Communities.

2. A dedicated toll-free national hotline for inquiries regarding U.S. Communities

3. A dedicated email address for general inquiries in the following format: (uscommunities@[name of Supplier].com).

f. Electronic Registration. Supplier will be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.

g. Supplier's Performance Review. Upon request by U.S. Communities, Supplier will participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.

h. Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. During the term of the Agreement,

Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party.

#### 5.8.13 U.S. Communities Administration Agreement

The U.S. Communities Administration Agreement (Section 5.12) outlines the Supplier's general duties and responsibilities in implementing the U.S. Communities contract. The Supplier is required to execute the U.S. Communities Administration Agreement unaltered and submit with the supplier's proposal without exception or alteration. Failure to do so may result in disqualification. Notwithstanding any Port awards, U.S. Communities reserves the right to make available or not make available Master Agreements awarded by a Lead Public Agency to Participating Public Agencies.

## US COMMUNITIES INFORMATION

### 5.9 SUPPLIER WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION

Suppliers are required to meet specific qualifications. Please respond in the spaces provided after each qualification statement below:

- A. Will pricing for all Products/Services offered be the most competitive pricing offered by your organization to Participating Public Agencies nationally?  
YES \_\_\_ NO \_\_\_
- B. Does your company have the ability to provide service to any Participating Public Agencies in at least 20 states, and the ability to deliver service in Alaska and Hawaii?  
YES \_\_\_ \*NO \_\_\_  
(\*If no, identify the states where you have the ability to provide service to Participating Public Agencies.)
- C. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in at least 20 U.S. states?  
YES \_\_\_ \*NO \_\_\_  
(\*If no, identify the states where you have the ability to call on Participating Public Agencies.)
- D. Check which applies for your company sales last year in the United States:  
\_\_\_ Sales between \$0 and \$25,000,000  
\_\_\_ Sales between \$25,000,001 and \$50,000,000  
\_\_\_ Sales between \$50,000,001 and \$100,000,000  
\_\_\_ Sales greater than \$100,000,001
- E. Does your company have existing capacity to provide electronic and ecommerce ordering and billing?  
YES \_\_\_ NO \_\_\_
- F. Will your company assign a dedicated Senior Management Level Account Manager to support the resulting U.S. Communities program contract?  
YES \_\_\_ NO \_\_\_
- G. Does your company maintain records of your overall Participating Public Agencies' sales that you can and will share with U.S. Communities to monitor program implementation progress?  
YES \_\_\_ NO \_\_\_
- H. Will your company commit to the following program implementation schedule?  
YES \_\_\_ NO \_\_\_
- I. Will the U.S. Communities program contract be your featured public offering to Participating Public Agencies?  
YES \_\_\_ NO \_\_\_
- 

Submitted by: \_\_\_\_\_


\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

## 5.10 NEW SUPPLIER IMPLEMENTATION CHECKLIST

 <b>New Supplier Implementation Checklist</b>	Target Completion After Award
<b>1. First Conference Call</b> Initial Kick Off Call to discuss expectations Establish initial contact people & roles/responsibilities Supplier Log-In Credentials established	<b>One Week</b>
<b>2. Executed Legal Documents</b> U.S. Communities Admin Agreement Lead Public Agency agreement signed	<b>One Week</b>
<b>3. Program Contact Requirements</b> Supplier contacts communicated to U.S. Communities Staff Dedicated email Dedicated toll free number Dedicated fax number	<b>One Week</b>
<b>4. Second Conference Call</b> Set Contract Launch Date & Outline Kick Off Plan Establish WebEx Training Dates Review Contract Commitments Complete Supplier Set Up Form Complete User Account and User ID Form  Identify Dates for Senior Management Meeting	<b>Two Weeks</b>
<b>5. Marketing Kick Off Call</b> Overview of Marketing Requirements Establish Timeline for Marketing Deliverables Set Weekly Marketing Call	<b>Two Weeks</b>
<b>6. Initial NAM &amp; Staff Training Meetings</b> Discuss expectations, roles & responsibilities Introduce and review web-based tools Review process & expectations of Lead Referral contact with NAM & identified LRC	<b>Three Weeks</b>
<b>7. Senior Management Meeting</b> Implementation Process Progress Report U.S. Communities & Vendor Organizational Overview Supplier Manager to review & further discuss commitments	<b>Four Weeks</b>
<b>8. Review Top Joint Target Opportunities</b> Top 10 Local Contracts Review top U.S. Communities PPA's	<b>Five Weeks</b>
<b>9. Web Development</b> Initiate IT contact Initiate E-Commerce Conversation Product Upload to U.S. Communities site	<b>Two Weeks</b> <b>Two Weeks</b> <b>Five Weeks</b>
<b>10. Sales Training &amp; Roll Out</b> Program Manager briefing - Coordinate with NAM Initial remote WebEx training for all sales - Coordinate with NAM Initiate contact with Advisory Board (AB) members Determine PM & Local Metro teams strategy sessions	<b>Five Weeks</b> <b>Three Weeks</b> <b>Six Weeks</b> <b>Six Weeks</b>



## 5.11 SUPPLIER INFORMATION

### 5.11 – Supplier Information

Please respond to the following requests for information about your company.

#### National Commitments

1. Please provide a written narrative of our understanding and acceptance of the Supplier Qualifications Commitments

#### Company

1. Provide the total number and location of sales persons employed by your company in the United States;

Example:

NUMBER OF SALES REPRESENTATIVES	CITY	STATE
13	Phoenix	AZ
6	Tucson	AZ
10	Los Angeles	CA
12	San Francisco	CA
6	San Diego	CA
5	Sacramento	CA
3	Fresno	CA
	Etc.	Etc.
<b>Total: 366</b>		

2. Number and location of distribution outlets in the United States (if applicable);
3. Number and location of support centers (if applicable);
4. Annual sales for 2014, 2015 and 2016 in the United States; Sales reporting should be segmented into the following categories:

## 5.11 SUPPLIER INFORMATION

<b>SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2014 2015 AND 2016</b>			
<b>Segment</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Cities			
Counties			
K-12 (Pubic/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
<b>Total Supplier Sales</b>			

5. Submit your current Federal Identification Number and latest Dun & Bradstreet report.

### **Distribution**

1. Describe how your company proposes to distribute the Products nationwide.
2. Identify other companies that will be involved in processing, handling or shipping the Product to the end user.
3. State the effectiveness of the proposed distribution in providing the lowest cost to the end user.
4. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
5. If applicable, describe your company's ability to do business with manufacturer/dealer/distribution organizations that are either small or MWBE businesses as defined by the Small Business Administration.

### **Marketing**

1. Outline your company's plan for marketing the Products to State and local government agencies nationwide.
2. Explain how your company will educate its national sales force about the Master Agreement.
3. Explain how your company will market and transition the Master Agreement into the Featured offering to Participating Public Agencies.
4. Explain how your company plans to market the Master Agreement to existing government customers and transition these customers to the Master Agreement.

## 5.11 SUPPLIER INFORMATION

### **Products, Services and Solutions**

1. Provide a description of the Products, Services and Solutions to be provided at set forth in this RFP. The primary objective is for each Supplier to provide its complete product, service and solutions offerings so that Participating Public Agencies may order a range of products and/or services as appropriate for their needs.
2. State your normal delivery time (in days) and any options for expediting delivery.
3. State backorder policy. Do you fill or kill order and require Participating Public Agency to reorder if item is backordered?
4. State restocking fees and procedures for returning products.
5. Describe any special programs that your company offers that will improve customers' ability to access products, on-time delivery or other innovative strategies.
6. Describe the capacity of your company to broaden the scope of the contract and keep the product offerings current.
7. Advise if your company can provide open book pricing for ESCO projects. If any services are offered standard at no additional cost, please note this in your response.

### **Quality**

1. Describe your company's quality control processes.
2. Describe your problem escalation process.
3. How are customer complaints measured and categorized? What processes are in place to know that a problem has been resolved?
4. Describe any anticipated issues in servicing Participating Public Agencies and how you plan to manage these issues.
5. Describe and provide any product or service warranties.

### **Administration**

1. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.
2. Describe your company's normal order processing procedure from point of customer contact through delivery and billing.

## 5.11 SUPPLIER INFORMATION

3. Describe your company's ecommerce capabilities, including details about your ability to create punch out sites and accept orders electronically (cXML, OCI, etc.). Please detail where you have integrated with a public agency's ERP (PeopleSoft, Lawson, Oracle, SAP, etc.) system in the past and include some details about the resources you have in place to support these integrations. List, by ERP Supplier, the following information: name of public agency, ERP system used, "go live" date, net sales per calendar year since "go live", and percentage of agency sales being processed through this connection.
4. Describe any existing multi-state cooperative purchasing programs, including the entity's name(s), contact person(s), contact information and annual volume.
5. Describe the capacity of your company to report monthly sales under the Master Agreement by Participating Public Agency within each U.S. state.
6. Describe the capacity of your company to provide management reports, i.e. commodity histories, procurement card histories, green spend, etc. for each Participating Public Agency.
7. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

### **National Staffing Plan**

1. A staffing plan is required which describes the Offeror's proposed staff distribution to implement and manage this contract throughout the term of the contract. At a minimum, this plan should include the following:
  - a. Identify the key personnel who will lead and support the implementation period of the contract outlined in Section 5.10, New Supplier Implementation Checklist, along with the amount of time to be devoted to implementation;
  - b. Identify the key personnel who are to be engaged in this contract throughout the term of the contract and their relationship to the contracting organization;
2. Provide an organizational chart of your company.
3. Submit the resumes of the below personnel:
  - a. The person your company proposes to serve as the National Accounts Manager,
  - b. Key executive personnel that will be supporting the program.

### **Additional Information**

## **5.11 SUPPLIER INFORMATION**

Please use this opportunity to describe any/all other features, advantages and benefits of your organization that you feel will provide additional value and benefit to a Participating Public Agency

## 5.12 ADMINISTRATION AGREEMENT

### 5.12 Administration Agreement

This ADMINISTRATION AGREEMENT (“Agreement”) is made as of \_\_\_\_\_, by and between U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE (“U.S. Communities”) and \_\_\_\_\_ (“Supplier”).

#### RECITALS

WHEREAS, \_\_\_\_\_ (“Lead Public Agency”) has entered into a certain Master Agreement dated as of \_\_\_\_\_, referenced as Agreement No. \_\_\_\_\_, by and between Lead Public Agency and Supplier (as amended from time to time in accordance with the terms thereof, the “Master Agreement”) for the purchase of \_\_\_\_\_ (the “Products and Services”);

WHEREAS, the Master Agreement provides that any state, county, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agency or nonprofit organization (each a “Public Agency” and collectively, “Public Agencies”) may purchase Products and Services at the prices indicated in the Master Agreement upon prior registration with U.S. Communities, in which case the Public Agency becomes a “Participating Public Agency”;

WHEREAS, U.S. Communities has the administrative and legal capacity to administer purchases under the Master Agreement to Participating Public Agencies;

WHEREAS, U.S. Communities serves as the administrative agent for Lead Public Agency and other lead public agencies in connection with other master agreements offered by U.S. Communities;

WHEREAS, Lead Public Agency desires U.S. Communities to proceed with administration of the Master Agreement on the same basis as other master agreements;

WHEREAS, “U.S. Communities Government Purchasing Alliance” is a trade name licensed by U.S. Communities Purchasing & Finance Agency; and

WHEREAS, U.S. Communities and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies.

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

## **5.12 ADMINISTRATION AGREEMENT**

### **ARTICLE I**

#### **GENERAL TERMS AND CONDITIONS**

1.1 The Master Agreement, 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.

1.2 U.S. Communities shall be afforded all of the rights, privileges and indemnifications afforded to Lead Public Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to U.S. Communities under this Agreement including, without limitation, Supplier's obligation to provide insurance and certain indemnifications to Lead Public Agency.

1.3 Supplier shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.

1.4 U.S. Communities shall perform all of its duties, responsibilities and obligations as administrator of purchases under the Master Agreement as set forth herein, and Supplier acknowledges that U.S. Communities shall act in the capacity of administrator of purchases under the Master Agreement.

1.5 With respect to any purchases made by Lead Public Agency or any Participating Public Agency pursuant to the Master Agreement, U.S. Communities (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Supplier, Lead Public Agency or such Participating Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Lead Public Agency, any Participating Public Agency or any employee of Lead Public Agency or a Participating Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by a Participating Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. U.S. Communities makes no representations or guaranties with respect to any minimum purchases required to be made by Lead Public Agency, any Participating Public Agency, or any employee of Lead Public Agency or a Participating Public Agency under this Agreement or the Master Agreement.

### **ARTICLE II**

#### **TERM OF AGREEMENT**

2.1 This Agreement is effective as of \_\_\_\_\_ and shall terminate upon termination of the Master Agreement or any earlier termination in accordance with the terms of this Agreement, provided, however, that the obligation to pay all amounts owed by Supplier to U.S. Communities through the termination of this Agreement and all indemnifications afforded by Supplier to U.S. Communities shall survive the term of this Agreement.

## 5.12 ADMINISTRATION AGREEMENT

### ARTICLE III

#### REPRESENTATIONS AND COVENANTS

3.1 U.S. Communities views the relationship with Supplier as an opportunity to provide benefits to both Public Agencies and Supplier. The successful foundation of the relationship requires certain representations and covenants from both U.S. Communities and Supplier.

3.2 U.S. Communities' Representations and Covenants.

(a) Marketing. U.S. Communities shall proactively market the Master Agreement to Public Agencies using resources such as a network of major sponsors including the National League of Cities (NLC), National Association of Counties (NACo), United States Conference of Mayors (USCM), Association of School Business Officials (ASBO) and National Institute of Governmental Purchasing (NIGP) (collectively, the "Founding Co-Sponsors") and individual state-level sponsors. In addition, the U.S. Communities staff shall enhance Supplier's marketing efforts through meetings with Public Agencies, participation in key events and tradeshow and by providing online tools to Supplier's sales force.

(b) Training and Knowledge Management Support. U.S. Communities shall provide support for the education, training and engagement of Supplier's sales force as provided herein. Through its staff (each, a "Program Manager" and collectively, the "Program Managers"), U.S. Communities shall conduct training sessions with Supplier and shall conduct calls jointly with Supplier to Public Agencies. U.S. Communities shall also provide Supplier with access to U.S. Communities' private intranet website which provides presentations, documents and information to assist Supplier's sales force in effectively promoting the Master Agreement.

3.3 Supplier's Representations and Covenants. Supplier hereby represents and covenants as follows in order to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies (such representations and covenants are sometimes referred to as "Supplier's Commitments" and are comprised of the Corporate Commitment, Pricing Commitment, Economy Commitment and Sales Commitment):

(a) Corporate Commitment.

(i) The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier's primary contractual offering of Products and Services to Public Agencies. All of Supplier's direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier's primary offering and not just one of Supplier's contract options.

(ii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always present the Master Agreement when



## 5.12 ADMINISTRATION AGREEMENT

marketing Products or Services to Public Agencies.

(iii) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.

(iv) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.

(v) Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier's senior executive management.

(vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from U.S. Communities concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's U.S. Communities program and linked to U.S. Communities' website and shall implement and support such web page.

(vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the U.S. Communities program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.

(viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

(b) **Pricing Commitment.**

(i) Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.

(ii) **Contracts Offering Lower Prices.** If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under

## 5.12 ADMINISTRATION AGREEMENT

the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.

(A) Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.

(B) Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.

(C) Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.

(iii) Deviating Buying Patterns. Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.

(iv) Supplier's Options in Responding to a Third Party Procurement Solicitation. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

(A) Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.

(B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.

## 5.12 ADMINISTRATION AGREEMENT

(C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.

(D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.

(E) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.

(c) **Economy Commitment.** Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative options, including competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate bids and solicitations.

(d) **Sales Commitment.** Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.

(i) **Supplier Sales.** Supplier shall be responsible for proactive direct sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, Supplier grants to U.S. Communities an express license to reproduce and use Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public

## 5.12 ADMINISTRATION AGREEMENT

Agency, (ii) the Master Agreement provides the best government pricing, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

(ii) Branding and Logo Compliance. Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

(iii) Sales Force Training. Supplier shall train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train regional or district managers and generally assist with the education of sales personnel.

(iv) Participating Public Agency Access. Supplier shall establish the following communication links to facilitate customer access and communication:

- (A) A dedicated U.S. Communities internet web-based homepage containing:
- (1) U.S. Communities standard logo with Founding Co-Sponsors logos;
  - (2) Copy of original procurement solicitation;
  - (3) Copy of Master Agreement including any amendments;
  - (4) Summary of Products and Services pricing;
  - (5) Electronic link to U.S. Communities' online registration page; and
  - (6) Other promotional material as requested by U.S. Communities.
- (B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.
- (C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.

(v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.

(vi) Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.

(vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. Supplier

## 5.12 ADMINISTRATION AGREEMENT

hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, perpetual, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party

3.4 Breach of Supplier's Representations and Covenants. The representations and covenants set forth in this Agreement are the foundation of the relationship between U.S. Communities and Supplier. If Supplier is found to be in violation of, or non-compliance with, one or more of the representations and covenants set forth in this Agreement, Supplier shall have ninety (90) days from the notice of default to cure such violation or non-compliance and, if Supplier fails to cure such violation or non-compliance within such notice period, it shall be deemed a cause for immediate termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at U.S. Communities' sole discretion.

3.5 Indemnity. Supplier hereby agrees to indemnify and defend U.S. Communities, and its parent companies, subsidiaries, affiliates, shareholders, member, manager, officers, directors, employees, agents, and representatives from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including, without limitation, reasonable attorney's fees and legal costs) of any kind or nature, arising from or relating to, any actual or alleged breach of any of Supplier's representations, warranties, or covenants in this Agreement.

### ARTICLE IV

#### PRICING AUDITS

4.1 Supplier shall, at Supplier's sole expense, maintain an accounting of all purchases made by Lead Public Agency and Participating Public Agencies under the Master Agreement. U.S. Communities and Lead Public Agency each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. U.S. Communities shall have the authority to conduct random audits of Supplier's pricing that is offered to Participating Public Agencies at U.S. Communities' sole cost and expense. Notwithstanding the foregoing, in the event that U.S. Communities is made aware of any pricing being offered to Participating Public Agencies that is materially inconsistent with the pricing under the Master Agreement, U.S. Communities shall have the ability to conduct an extensive audit of Supplier's pricing at Supplier's sole cost and expense. U.S. Communities may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Lead Public Agency or U.S. Communities.

## 5.12 ADMINISTRATION AGREEMENT

### ARTICLE V

#### FEES & REPORTING

5.1 Administrative Fees. Supplier shall pay to U.S. Communities a monthly administrative fee based upon the total sales price of all purchases shipped and billed pursuant to the Master Agreement, excluding taxes, in the amount of two percent (2%) of aggregate purchases made during each calendar month (individually and collectively, “Administrative Fees”). Supplier’s annual sales shall be measured on a calendar year basis. All Administrative Fees shall be payable in U.S. Dollars and shall be made by wire to U.S. Communities, or its designee or trustee as may be directed in writing by U.S. Communities. Administrative Fees shall be due and payable within thirty (30) days of the end of each calendar month for purchases shipped and billed during such calendar month. U.S. Communities agrees to pay to Lead Public Agency five percent (5%) of all Administrative Fees received from Supplier to help offset Lead Public Agency’s costs incurred in connection with managing the Master Agreement nationally.

5.2 Sales Reports. Within thirty (30) days of the end of each calendar month, Supplier shall deliver to U.S. Communities an electronic accounting report, in the format prescribed by Exhibit B, attached hereto, summarizing all purchases made under the Master Agreement during such calendar month (“Sales Report”). All purchases indicated in the Sales Report shall be denominated in U.S. Dollars. All purchases shipped and billed pursuant to the Master Agreement for the applicable calendar month shall be included in the Sales Report. U.S. Communities reserves the right upon reasonable advance notice to Supplier to change the prescribed report format to accommodate the distribution of the Administrative Fees to its program sponsors and state associations.

(a) Monthly Sales Reports shall include all sales reporting under the Master Agreement, and a breakout of Environmental Preferable (Green) sales reporting. Supplier must make reasonable attempts at filling in all required information and contact U.S. Communities with a plan to correct any deficiencies of data field population.

(b) Submitted reports shall be verified by U.S. Communities against its registration database. Any data that is inconsistent with the registration database shall be changed prior to processing.

5.3 Exception Reporting/Sales Reports Audits. U.S. Communities or its designee may, at its sole discretion, compare Supplier’s Sales Reports with Participating Public Agency records or other sales analysis performed by Participating Public Agencies, sponsors, advisory board members or U.S. Communities staff. If there is a material discrepancy between the Sales Report and such records or sales analysis as determined by U.S. Communities, U.S. Communities shall notify Supplier in writing and Supplier shall have thirty (30) days from the date of such notice to resolve the discrepancy to U.S. Communities’ reasonable satisfaction. Upon resolution of the discrepancy, Supplier shall remit payment to U.S. Communities’ trustee within fifteen (15) calendar days. Any questions regarding an exception report should be directed to U.S. Communities in writing to reporting@uscommunities.org. If Supplier does not

## 5.12 ADMINISTRATION AGREEMENT

resolve the discrepancy to U.S. Communities' reasonable satisfaction within thirty (30) days, U.S. Communities shall have the right to engage outside services to conduct an independent audit of Supplier's reports and Supplier shall be obligated to reimburse U.S. Communities for any and all costs and expenses incurred in connection with such audit.

5.4 Online Reporting. Within sixty (60) days of the end of each calendar quarter, U.S. Communities shall provide online reporting to Supplier containing Supplier's sales reporting for such calendar quarter. Supplier shall contact U.S. Communities within fifteen (15) days of receiving notification of the online reporting and report to U.S. Communities any concerns or disputes regarding the reports, including but not limited to concerns regarding the following:

<b>Report Name</b>	<b>Follow up with U.S. Communities</b>
5 Qtr Drop Sales Analysis	Financial & Reporting Manager
Zero States Sales Report	Program Manager
Registered Agency Without Sales Report	Program Manager

Supplier shall have access to the above reports through the U.S. Communities intranet website. The following additional reports are also available to Supplier and are useful in resolving reporting issues and enabling Supplier to better manage its Master Agreement:

- (i) Agency Sales by Population/Enrollment Report
- (ii) Hot Prospect Sales Report
- (iii) New Lead Sales Report
- (iv) State Comparison Sales Report
- (v) Advisory Board Usage Report
- (vi) Various Agency Type Comparison Reports
- (vii) Sales Report Builder

5.5 Supplier's Failure to Provide Reports or Pay Administrative Fees. Failure to provide a Sales Report or pay Administrative Fees within the time and in the manner specified herein 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 Lead Public Agency's sole discretion or this Agreement at U.S. Communities' sole discretion. All Administrative Fees not paid within thirty (30) days of the end of the previous calendar month shall bear interest at the rate of one and one-half percent (1.5%) per month until paid in full.

## **ARTICLE VI**

### **MISCELLANEOUS**

6.1 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

**5.12 ADMINISTRATION AGREEMENT**

6.2 Attorney’s Fees. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney’s fees and costs in addition to any other relief to which such party may be entitled.

6.3 Assignment.

(a) Supplier. Neither this Agreement nor any rights or obligations hereunder shall be assignable by Supplier without prior written consent of U.S. Communities, and any assignment without such consent shall be void.

(b) U.S. Communities. This Agreement and any rights or obligations hereunder may be assigned by U.S. Communities in U.S. Communities’ sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform U.S. Communities’ obligations hereunder.

6.4 Notices. All reports, notices or other communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery requiring signature on receipt to the addresses as set forth below. U.S. Communities may, by written notice delivered to Supplier, designate any different address to which subsequent reports, notices or other communications shall be sent.

U.S. Communities:                      U.S. Communities  
9711 Washingtonian Blvd  
Gaithersburg, Maryland 20878  
Attn: Program Manager Administration

Supplier: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: U.S. Communities Program Manager

6.5 Severability. 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.

6.6 Waiver. Any failure of a party to enforce, for any period of time, any of the provisions under this Agreement shall not be construed as a waiver of such provisions or of the right of said party thereafter to enforce each and every provision under this Agreement.

6.7 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.



## 5.12 ADMINISTRATION AGREEMENT

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

6.9 Governing Law; Arbitration. This Agreement will be governed by and interpreted in accordance with the laws of the State of California without regard to any conflict of laws principles. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this dispute resolution clause, shall be determined by arbitration in Walnut Creek, California, before one (1) arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The prevailing party will be entitled to recover its reasonable attorneys' fees and arbitration costs from the other party. The arbitration award shall be final and binding. Each party commits that prior to commencement of arbitration proceedings, the parties shall submit the dispute to JAMS for mediation. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS panel of neutrals, and in promptly scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. The mediation will be conducted by each party designating a duly authorized officer or other representative to represent the party with the authority to bind the party, and that the parties agree to exchange informally such information as is reasonably necessary and relevant to the issues being mediated. All offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts, and attorneys, and by the mediator or any JAMS employees, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If the dispute is not resolved within thirty (30) days from the date of the submission of the dispute to mediation (or such later date as the parties may mutually agree in writing), the administration of the arbitration shall proceed. The mediation may continue, if the parties so agree, after the appointment of the arbitrator. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The pendency of a mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that a mediation is pending.

6.10 Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon U.S. Communities, Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.

*[Remainder of Page Intentionally Left Blank – Signatures Follow]*

**5.12 ADMINISTRATION AGREEMENT**

IN WITNESS WHEREOF, U.S. Communities has caused this Agreement to be executed in its name and Supplier has caused this Agreement to be executed in its name, all as of the date first written above.

U.S. Communities:

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

By \_\_\_\_\_

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

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

Supplier:

\_\_\_\_\_

By \_\_\_\_\_

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

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

## **5.12 ADMINISTRATION AGREEMENT**

### ATTACHMENT A

### MASTER AGREEMENT

(Port of Portland Master Agreement/Contract to be attached at time of award.)

# 5.12 ADMINISTRATION AGREEMENT

## ATTACHMENT B

### SALES REPORT FORMAT

Appendix B - US (Data Format)													
Sales Report Template													
TIN	Supplier ID	Account No.	Agency Name	Dept Name	Address	City	State	Zip	Agency Type	Year	Qtr	Month	Amount
956000735	160	89518997	CITY OF LA/MGMT EMPL SVCS	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	1525.50
956000222	160	34868035	LOS ANGELES COUNTY	Facilities	350 S FIGUEROA ST STE 700	LOS ANGELES	CA	90071	30	2012	2	5	1603.64
956000735	160	89496461	CITY OF LA/ENVIRON AFFAIR	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	1625.05
956000735	160	89374835	CITY OF LA/COMMUNITY DEV	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	45090.79
066002010	160	328NA0001053	GROTON TOWN OF PUBLIC WORKS	Water	123 A St	GROTON	CT	06340	20	2012	2	5	318.00
066001854	160	328NA0001051	GROTON CITY OF	Administration	123 A St	GROTON	CT	06340	20	2012	2	5	212.00
SALES REPORT DATA FORMAT													
Column Name	Required	Data Type	Length	Example	Comment								
TIN	Optional	Text	9	956000735	No Dash, Do not omit leading zero.								
Supplier ID	Yes	Number	3	111	See Supplier ID Table Below								
Account No.	Optional	Text	25 max		Depends on supplier account no.								
Agency Name	Yes	Text	255 max	Los Angeles County									
Dept Name	Optional	Text	255 max	Purchasing Dept									
Address	Yes	Text	255 max										
City	Yes	Text	255 max	Los Angeles	Must be a valid City name								
State	Yes	Text	2	CA									
Zip	Yes	Text	5	90071	No Dash, Do not omit leading zero, Valid zip code								
Agency Type	Yes	Number	2	30	See Agency Type Table Below								
Year	Yes	Number	4	2010									
Qtr	Yes	Number	1	4									
Month	Yes	Number	2	12									
Amount	Yes	Number	variable	45090.79	Two digit decimal point, no \$ sign or commas								
Agency Type Table													
Agency Type ID	Agency Type Description												
10	K-12												
11	Community College												
12	College and University												
20	City												
21	City Special District												
22	Consolidated City/County												
30	County												
31	County Special District												
40	Federal												
41	Crown Corporations												
50	Housing Authority												
80	State Agency												
81	Independent Special District												
82	Non-Profit												
84	Other												

## **5.13 MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

This Master Intergovernmental Cooperative Purchasing Agreement (“Agreement”) is made between certain government agencies that execute a Lead Public Agency Certificate (collectively, “Lead Public Agencies”) to be appended and made a part hereof and other government agencies (“Participating Public Agencies”) that agree to the terms and conditions hereof through the U.S. Communities registration process and made a part hereof.

### **RECITALS**

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers (each, a “Contract Supplier”) have entered into Master Agreements with Lead Public Agencies to provide a variety of goods, products and services based on national and international volumes (herein “Products and Services”);

WHEREAS, Master Agreements are made available by Lead Public Agencies through U.S. Communities and provide that Participating Public Agencies may purchase Products and Services on the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

WHEREAS, the parties desire to comply with the requirements and formalities of any intergovernmental cooperative act, if applicable, to the laws of the State of purchase;

WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost;

WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products and Services;

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 and Services.
2. That the procurement of Products and Services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party’s procurement 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 Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies’ procurement of Products and Services.
5. That the Participating Public Agency will make timely payments to the Contract Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency. Disputes between the Participating Public Agency and Contract Supplier are to be resolved in accord with the law and venue

rules of the State of purchase. The Participating Public Agency shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.

6. The Participating Public Agency is solely responsible for ordering, accepting, and paying and any other action, inaction or decision regarding the Products and Services obtained under this Agreement. A Lead Public Agency shall not be liable in any manner for any action or inaction or decisions taken by a Participating Public Agency. The Participating Public Agency shall, to the extent permitted by applicable law, hold the Lead Public Agency harmless from any liability that may arise from action or inaction of the Participating Public Agency.

7. The exercise of any rights or remedies by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency.

8. This Agreement shall remain in effect until termination by a party giving thirty (30) days prior written notice to U.S. Communities at 2999 Oak Road, Suite 710, Walnut Creek, CA 94597.

9. This Agreement shall become effective after execution of the Lead Public Agency Certificate or Participating Public Agency registration, as applicable.

## 5.14 STATE NOTICE ADDENDUM

Pursuant to certain state notice provisions the following public agencies and political subdivisions of the referenced public agencies are eligible to access the contract award made pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposal for purposes of complying with the procedural requirements of said statutes:

**Nationwide:**

[http://www.usa.gov/Agencies/Local\\_Government/Cities.shtml](http://www.usa.gov/Agencies/Local_Government/Cities.shtml)

**Other states:**

**State of Oregon, State of Hawaii, State of Washington, State of Louisiana**

AGENCY NAME	STATE	SCHOOL LUNCH PROGRAM	HI
		EWA MAKAI MIDDLE SCHOOL	HI
MALAMA HONUA PUBLIC CHARTER SCHOOL	HI	VARIETY SCHOOL OF HAWAII	HI
ST JOHN THE BAPTIST WAIMANALO ELEMENTARY AND INTERMEDIATE SCHOOL	HI	OUR SAVIOR LUTHERAN SCHOOL	HI
KAILUA HIGH SCHOOL	HI	BOARD OF WATER SUPPLY	HI
PACIFIC BUDDHIST ACADEMY	HI	MAUI COUNTY COUNCIL	HI
HAWAII TECHNOLOGY ACADEMY	HI	KAUAI COUNTY COUNCIL	HI
CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.	HI	HONOLULU FIRE DEPARTMENT	HI
MARYKNOLL SCHOOL ISLAND SCHOOL	HI	COUNTY OF MAUI	HI
STATE OF HAWAII, DEPT. OF EDUCATION	HI	LANAI COMMUNITY HEALTH CENTER	HI
KE KULA O S. M. KAMAKAU KAMEHAMEHA SCHOOLS	HI	MAUI HIGH BAND BOOSTER CLUB	HI
HANAHAU`OLI SCHOOL	HI	BIG BROTHERS BIG SISTERS	HI
KIHEI CHARTER SCHOOL	HI	TRI-ISLE RESOURCE CONSERVATION AND DEVELOPMENT DISTRICT	HI
EMMANUAL LUTHERAN SCHOOL	HI	OLANUR	HI
		KUMULANI CHAPEL	HI
		CHAMBER OF COMMERCE	
		HAWAII	HI
		NAALEHU ASSEMBLY OF GOD	HI

OUTRIGGER CANOE CLUB	HI	IUPAT, DISTRICT COUNCIL	
ONE KALAKAUA	HI	50	HI
NATIVE HAWAIIAN		GOODWILL INDUSTRIES OF	
HOSPITALITY ASSOCIATION	HI	HAWAII, INC.	HI
ISLANDS HOSPICE INC	HI	HAROLD K.L. CASTLE	
ST. THERESA SCHOOL	HI	FOUNDATION	HI
HAWAII PEACE AND		MAUI ECONOMIC	
JUSTICE	HI	OPPORTUNITY, INC.	HI
KAUAI YOUTH		EAH, INC.	HI
BASKETBALL ASSOCIATION	HI	PARTNERS IN	
NA HALE O MAUI	HI	DEVELOPMENT	
LEEWARD HABITAT FOR		FOUNDATION	HI
HUMANITY	HI	HABITAT FOR HUMANITY	
WAIANA E COMMUNITY		MAUI	HI
OUTREACH	HI	W. M. KECK OBSERVATORY	HI
NA LEI ALOHA		HAWAII EMPLOYERS	
FOUNDATION	HI	COUNCIL	HI
HAWAII FAMILY LAW		HAWAII STATE FCU	HI
CLINIC DBA ALA KUOLA	HI	MAUI COUNTY FCU	HI
BUILDING INDUSTRY		PUNAHOU SCHOOL	HI
ASSOCIATION OF HAWAII	HI	YMCA OF HONOLULU	HI
UNIVERSITY OF HAWAII		EASTER SEALS HAWAII	HI
FEDERAL CREDIT UNION	HI	AMERICAN LUNG	
LANAKILA		ASSOCIATION	HI
REHABILITATION CENTER		POHAHA I KA LANI	HI
INC.	HI	HAWAII AREA COMMITTEE	HI
POLYNESIAN CULTURAL		TRI-ISLE RC&D	HI
CENTER	HI	LANAI FEDERAL CREDIT	
CTR FOR CULTURAL AND		UNION	HI
TECH INTERCHNG BETW		ALOHA UNITED WAY	HI
EAST AND WEST	HI	KIPUKA O KE OLA	HI
BISHOP MUSEUM	HI	READ TO ME	
ALCOHOLIC		INTERNATIONAL	
REHABILITATION SVS OF HI		FOUNDATION	HI
INC DBA HINA MAUKA	HI	MAUI FAMILY YMCA	HI
ASSOCIATION OF OWNERS		WAILUKU FEDERAL CREDIT	
OF KUKUI PLAZA	HI	UNION	HI
MAUI ECONOMIC		ST. THERESA CHURCH	HI
DEVELOPMENT BOARD	HI	HALE MAHAOLU	HI
NETWORK ENTERPRISES,		WEST MAUI COMMUNITY	
INC.	HI	FEDERAL CREDIT UNION	HI
HONOLULU HABITAT FOR		HAWAII ISLAND HUMANE	
HUMANITY	HI	SOCIETY	HI
ALOHACARE	HI	WESTERN PACIFIC	
ORI ANUENUE HALE, INC.	HI	FISHERIES COUNCIL	HI



KAMA'AINA CARE INC	HI	RESEARCH CORPORATION	
INTERNATIONAL		OF THE UNIVERSITY OF	
ARCHAEOLOGICAL		HAWAII	HI
RESEARCH INSTITUTE, INC.	HI	BRIGHAM YOUNG	
COMMUNITY		UNIVERSITY - HAWAII	HI
EMPOWERMENT		UNIVERSITY CLINICAL	
RESOURCES	HI	RESEARCH AND	
TUTU AND ME TRAVELING		ASSOCIATION	HI
PRESCHOOL	HI	HAWAII MEDICAL COLLEGE	HI
FIRST UNITED METHODIST		CHAMINADE UNIVERSITY	
CHURCH	HI	OF HONOLULU	HI
UNITED CHINESE SOCIETY	HI	RICOH	HI
HAGGAI INSTITUE	HI	ROMAN CATHOLIC CHURCH	
ST. FRANCIS HEALTHCARE		IN THE STATE OF HAWAII	HI
SYSTEM	HI	HAWAII INFORMATION	
AOAO ROYAL CAPITOL		CONSORTIUM	HI
PLAZA	HI	LEEWARD COMMUNITY	
KUMPANG LANAI	HI	CHURCH	HI
CHILD AND FAMILY		E MALAMA IN KEIKI O	
SERVICE	HI	LANAI	HI
MARINE SURF WAIKIKI, INC.	HI	KEAWALA'I	
HAWAII HEALTH		CONGREGATIONAL	
CONNECTOR	HI	CHURCH	HI
HAWAII CARPENTERS		LANAI COMMUNITY	
MARKET RECOVERY		HOSPITAL	HI
PROGRAM FUND	HI	ANGELS AT PLAY	
MAUI AIDS FOUNDATION		PRESCHOOL &	
INC	HI	KINDERGARTEN	HI
PUKALANI BAPTIST		QUEEN EMMA GARDENS	
CHURCH	HI	AOAO	HI
PUU HELEAKALA		FAMILY SUPPORT SERVICES	
COMMUNITY ASSOCIATION	HI	OF WEST HAWAII	HI
SAINT LOUIS SCHOOL	HI	HONOLULU COMMUNITY	
KAILUA RACQUET CLUB,		COLLEGE	HI
LTD.	HI	COLLEGE OF THE	
HOMEWISE INC.	HI	MARSHALL ISLANDS	HI
HAWAII BAPTIST ACADEMY	HI	DOT AIRPORTS DIVISION	
KROC CENTER HAWAII	HI	HILO INTERNATIONAL	
KUPU	HI	AIRPORT	HI
UNIVERSITY OF THE		JUDICIARY - STATE OF	
NATIONS	HI	HAWAII	HI
ARGOSY UNIVERSITY	HI	ADMIN. SERVICES OFFICE	HI
HAWAII PACIFIC		SOH- JUDICIARY	
UNIVERSITY	HI	CONTRACTS AND PURCH	HI
UNIVERSITY OF HAWAII AT		STATE DEPARTMENT OF	
MANOA	HI	DEFENSE	HI

HAWAII CHILD SUPPORT ENFORCEMENT AGENCY	HI	FORT SHAFTER	HI
HAWAII HEALTH SYSTEMS CORPORATION	HI	HAIKU	HI
HAWAII AGRICULTURE RESEARCH CENTER	HI	HAKALAU	HI
STATE OF HAWAII THIRD JUDICIAL CIRCUIT - STATE OF HAWAII	HI	HALEIWA	HI
STATE OF HAWAII DEPARTMENT OF TRANSPORTATION	HI	HANA	HI
OFFICE OF THE GOVERNOR STATE OF HAWAII-	HI	HANALEI	HI
DEPARTMENT OF HEALTH-DISABILITY & COMMUNICATION ACCESS	HI	HANAMAULU	HI
STATE OF HAWAII DEPARTMENT OF HUMAN SERVICES	HI	HANAPEPE	HI
CITY AND COUNTY OF HONOLULU	HI	HAUULA	HI
LANAI YOUTH CENTER	HI	HAWAII NATIONAL PARK	HI
SILVER DOLPHIN BISTRO COMMANDER, NAVY REGION HAWAII	HI	HAWAIIAN OCEAN VIEW	HI
US NAVY DEFENSE INFORMATION SYSTEM AGENCY	HI	HAWI	HI
84TH ENGINEER BATTALION DEPARTMENT OF VETERANS AFFAIRS	HI	HICKAM AFB	HI
HAWAII COUNTY HONOLULU COUNTY	HI	HILO	HI
KAUAI COUNTY MAUI COUNTY	HI	HOLUALOA	HI
KALAWAO COUNTY AIEA	HI	HONAUNAU	HI
ANAHOLA BARBERS POINT N A S	HI	HONOKAA	HI
CAMP H M SMITH	HI	HONOLULU	HI
CAPTAIN COOK	HI	HONOMU	HI
ELEELE	HI	HOOLEHUA	HI
EWA BEACH	HI	KAAAWA	HI
		KAHUKU	HI
		KAHULUI	HI
		KAILUA	HI
		KAILUA KONA	HI
		KALAHEO	HI
		KALAUPAPA	HI
		KAMUELA	HI
		KANEOHE	HI
		KAPAA	HI
		KAPAAU	HI
		KAPOLEI	HI
		KAUMAKANI	HI
		KAUNAKAKAI	HI
		KAWELA BAY	HI
		KEAAU	HI
		KEALAKEKUA	HI
		KEALIA	HI
		KEAUHOU	HI
		KEKAHA	HI
		KIHEI	HI
		KILAUEA	HI
		KOLOA	HI

KUALAPUU	HI	WAIMEA	HI
KULA	HI	WAIPAHU	HI
KUNIA	HI	WAKE ISLAND	HI
KURTISTOWN	HI	WHEELER ARMY AIRFIELD	HI
LAHAINA	HI	BRIGHAM YOUNG	
LAIE	HI	UNIVERSITY - HAWAII	HI
LANAI CITY	HI	CHAMINADE UNIVERSITY	
LAUPAHOEHOE	HI	OF HONOLULU	HI
LAWAI	HI	HAWAII BUSINESS COLLEGE	HI
LIHUE	HI	HAWAII PACIFIC	
M C B H KANEOHE BAY	HI	UNIVERSITY	HI
MAKAWAO	HI	HAWAII TECHNOLOGY	
MAKAWELI	HI	INSTITUTE	HI
MAUNALOA	HI	HEALD COLLEGE -	
MILILANI	HI	HONOLULU	HI
MOUNTAIN VIEW	HI	REMINGTON COLLEGE -	
NAALEHU	HI	HONOLULU CAMPUS	HI
NINOLE	HI	UNIVERSITY OF PHOENIX -	
OCEAN VIEW	HI	HAWAII CAMPUS	HI
OOKALA	HI	HAWAII COMMUNITY	
PAAUHAU	HI	COLLEGE	HI
PAAUILO	HI	HONOLULU COMMUNITY	
PAHALA	HI	COLLEGE	HI
PAHOA	HI	KAPIOLANI COMMUNITY	
PAIA	HI	COLLEGE	HI
PAPAALOA	HI	LEeward COMMUNITY	
PAPAIKOU	HI	COLLEGE	HI
PEARL CITY	HI	MAUI COMMUNITY	
PEARL HARBOR	HI	COLLEGE	HI
PEPEEKEO	HI	UNIVERSITY OF HAWAII AT	
PRINCEVILLE	HI	HILO	HI
PUKALANI	HI	UNIVERSITY OF HAWAII AT	
PUUNENE	HI	MANOA	HI
SCHOFIELD BARRACKS	HI	WINDWARD COMMUNITY	
TRIPLER ARMY MEDICAL		COLLEGE	HI
CENTER	HI	CANBY SCHOOL DISTRICT	
VOLVANO	HI	NO 86	OR
WAHIAWA	HI	CENTRAL SCHOOL DISTRICT	
WAIALUA	HI	13J (POLK COUNTY,	
WAIANAE	HI	OREGON)	OR
WAIKOLOA	HI	MILTON-FREEWATER	
WAILUKU	HI	UNIFIED SCHOOL DISTRICT	
WAIMANALO	HI	NO 7	OR

SCAPPOOSE ADVENTIST SCHOOL	OR	ST. LUKE CATHOLIC SCHOOL	OR
ONTARIO SCHOOL DISTRICT 8C	OR	SOUTHWEST CHARTER SCHOOL	OR
TRILLIUM CHARTER SCHOOL	OR	WHITEAKER MONTESSORI SCHOOL	OR
ECHO SCHOOL DISTRICT	OR	CASCADES ACADEMY OF CENTRAL OREGON	OR
WARRENTON HAMMOND SCHOOL	OR	NEAH-KAH-NIE DISTRICT NO.56	OR
IMMANUEL LUTHERAN SCHOOL	OR	INTER MOUNTAIN ESD	OR
THE EMERSON SCHOOL	OR	STANFIELD SCHOOL DISTRICT	OR
COLUMBIA ACADEMY	OR	LA GRANDE SCHOOL DISTRICT	OR
VALLEY CATHOLIC SCHL	OR	CASCADE SCHOOL DISTRICT	OR
CROOK COUNTY SCHOOL DISTRICT	OR	DUFUR SCHOOL DISTRICT NO.29	OR
CORBETT SCHL DIST #39	OR	HILLSBORO SCHOOL DISTRICT	OR
TRINITY LUTHERAN CHURCH AND SCHOOL	OR	GASTON SCHOOL DISTRICT 511J	OR
BETHEL SCHOOL DISTRICT #52	OR	BEAVERTON SCHOOL DISTRICT	OR
OREGON CITY PUBLIC SCHL	OR	COUNTY OF YAMHILL SCHOOL DISTRICT 29	OR
PPMC EDUCATION COMMITTEE	OR	WILLAMINA SCHOOL DISTRICT	OR
STAYTON CHRISTIAN SCHOOL	OR	MCMINNVILLE SCHOOL DISTRICT NO.40	OR
SOUTH COLUMBIA FAMILY SCHOOL	OR	SHERIDAN SCHOOL DISTRICT 48J	OR
SUNRISE PRESCHOOL	OR	THE CATLIN GABEL SCHOOL	OR
ST. THERESE PARISH/SCHOOL	OR	NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH	OR
PINE-EAGLE SCHOOL DISTRICT 061	OR	CENTRAL CATHOLIC HIGH SCHOOL	OR
PORTLAND YOUTHBUILDERS	OR	CANYONVILLE CHRISTIAN ACADEMY	OR
WALLOWA COUNTY ESD	OR	OUR LADY OF THE LAKE SCHOOL	OR
FERN RIDGE SCHOOL DISTRICT 28J	OR	NYSSA SCHOOL DISTRICT NO. 26	OR
KNOVA LEARNING	OR		
NEW HORIZON CHRISTIAN SCHOOL	OR		
MOLALLA RIVER ACADEMY	OR		
HIGH DESERT EDUCATION SERVICE DISTRICT	OR		

ARLINGTON SCHOOL DISTRICT NO. 3	OR	MONROE SCHOOL DISTRICT NO.1J	OR
LIVINGSTONE ADVENTIST ACADEMY	OR	CHILDPEACE MONTESSORI HEAD START OF LANE COUNTY	OR
SANTIAM CANYON SD 129J	OR	HARNEY COUNTY SCHOOL DIST. NO.3	OR
WEST HILLS COMMUNITY CHURCH	OR	NESTUCCA VALLEY SCHOOL DISTRICT NO.101	OR
BANKS SCHOOL DISTRICT	OR	ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL	OR
WILLAMETTE EDUCATION SERVICE DISTRICT	OR	LEBANON COMMUNITY SCHOOLS NO.9	OR
BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD	OR	MT.SCOTT LEARNING CENTERS	OR
HARNEY EDUCATION SERVICE DISTRICT	OR	SEVEN PEAKS SCHOOL	OR
GREATER ALBANY PUBLIC SCHOOL DISTRICT	OR	DE LA SALLE N CATHOLIC HS	OR
LAKE OSWEGO SCHOOL DISTRICT 7J	OR	MULTISENSORY LEARNING ACADEMY	OR
SOUTHERN OREGON EDUCATION SERVICE DISTRICT	OR	MITCH CHARTER SCHOOL	OR
SILVER FALLS SCHOOL DISTRICT	OR	REALMS CHARTER SCHOOL	OR
ST HELENS SCHOOL DISTRICT	OR	BAKER SCHOOL DISTRICT 5-J	OR
DAYTON SCHOOL DISTRICT NO.8	OR	PHILOMATH SCHOOL DISTRICT	OR
AMITY SCHOOL DISTRICT 4-J	OR	CLACKAMAS EDUCATION SERVICE DISTRICT	OR
SCAPPOOSE SCHOOL DISTRICT 1J	OR	CANBY SCHOOL DISTRICT	OR
REEDSPORT SCHOOL DISTRICT	OR	OREGON TRAIL SCHOOL DISTRICT NO.46	OR
FOREST GROVE SCHOOL DISTRICT	OR	WEST LINN WILSONVILLE SCHOOL DISTRICT	OR
DAVID DOUGLAS SCHOOL DISTRICT	OR	MOLALLA RIVER SCHOOL DISTRICT NO.35	OR
LOWELL SCHOOL DISTRICT NO.71	OR	ESTACADA SCHOOL DISTRICT NO.108	OR
TIGARD-TUALATIN SCHOOL DISTRICT	OR	GLADSTONE SCHOOL DISTRICT	OR
SHERWOOD SCHOOL DISTRICT 88J	OR	ASTORIA SCHOOL DISTRICT 1C	OR
RAINIER SCHOOL DISTRICT	OR	SEASIDE SCHOOL DISTRICT 10	OR
NORTH CLACKAMAS SCHOOL DISTRICT	OR		

NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT	OR	JACKSON CO SCHOOL DIST NO.9	OR
VERNONIA SCHOOL DISTRICT 47J	OR	ROGUE RIVER SCHOOL DISTRICT NO.35	OR
SOUTH COAST EDUCATION SERVICE DISTRICT	OR	MEDFORD SCHOOL DISTRICT 549C	OR
COOS BAY SCHOOL DISTRICT NO.9	OR	CULVER SCHOOL DISTRICT NO.	OR
COOS BAY SCHOOL DISTRICT	OR	JEFFERSON COUNTY SCHOOL DISTRICT 509-J	OR
NORTH BEND SCHOOL DISTRICT 13	OR	GRANTS PASS SCHOOL DISTRICT 7	OR
COQUILLE SCHOOL DISTRICT 8	OR	LOST RIVER JR/SR HIGH SCHOOL	OR
MYRTLE POINT SCHOOL DISTRICT NO.41	OR	KLAMATH FALLS CITY SCHOOLS	OR
BANDON SCHOOL DISTRICT	OR	LANE COUNTY SCHOOL DISTRICT 4J	OR
BROOKING HARBOR SCHOOL DISTRICT NO.17-C	OR	SPRINGFIELD SCHOOL DISTRICT NO.19	OR
REDMOND SCHOOL DISTRICT	OR	CRESWELL SCHOOL DISTRICT	OR
DESCHUTES COUNTY SD NO.6 - SISTERS SD	OR	SOUTH LANE SCHOOL DISTRICT 45J3	OR
DOUGLAS EDUCATION SERVICE DISTRICT	OR	LANE COUNTY SCHOOL DISTRICT 69	OR
ROSEBURG PUBLIC SCHOOLS	OR	SIUSLAW SCHOOL DISTRICT	OR
GLIDE SCHOOL DISTRICT NO.12	OR	SWEET HOME SCHOOL DISTRICT NO.55	OR
SOUTH UMPQUA SCHOOL DISTRICT #19	OR	LINN CO. SCHOOL DIST. 95C - SCIO SD	OR
YONCALLA SCHOOL DISTRICT NO.32	OR	ONTARIO MIDDLE SCHOOL	OR
ELKTON SCHOOL DISTRICT NO.34	OR	GERVAIS SCHOOL DIST. #1	OR
DOUGLAS COUNTY SCHOOL DISTRICT 116	OR	NORTH SANTIAM SCHOOL DISTRICT 29J	OR
HOOD RIVER COUNTY SCHOOL DISTRICT	OR	JEFFERSON SCHOOL DISTRICT	OR
PHOENIX-TALENT SCHOOL DISTRICT NO.4	OR	SALEM-KEIZER PUBLIC SCHOOLS	OR
CENTRAL POINT SCHOOL DISTRICT NO. 6	OR	MT. ANGEL SCHOOL DISTRICT NO.91	OR
		MARION COUNTY SCHOOL DISTRICT 103 -	
		WASHINGTON ES	OR
		MORROW COUNTY SCHOOL DISTRICT	OR

MULTNOMAH EDUCATION SERVICE DISTRICT	OR	VALE SCHOOL DISTRICT NO. 84	OR
GRESHAM-BARLOW SCHOOL DISTRICT	OR	ST. MARY SCHOOL	OR
DALLAS SCHOOL DISTRICT NO. 2	OR	JUNCTION CITY HIGH SCHOOL	OR
CENTRAL SCHOOL DISTRICT 13J	OR	THREE RIVERS SCHOOL DISTRICT	OR
ST. MARY CATHOLIC SCHOOL	OR	FERN RIDGE SCHOOL DISTRICT	OR
CROSSROADS CHRISTIAN SCHOOL	OR	JESUIT HIGH SCHL EXEC OFC	OR
ST. ANTHONY SCHOOL	OR	LASALLE HIGH SCHOOL	OR
PEDEE SCHOOL	OR	SOUTHWEST CHRISTIAN SCHOOL	OR
HERITAGE CHRISTIAN SCHOOL	OR	WILLAMETTE CHRISTIAN SCHOOL	OR
BEND-LA PINE SCHOOL DISTRICT	OR	WESTSIDE CHRISTIAN HIGH SCHOOL	OR
GLENDALE SCHOOL DISTRICT	OR	CS LEWIS ACADEMY	OR
LINCOLN COUNTY SCHOOL DISTRICT	OR	PORTLAND AMERICA SCHOOL	OR
PORTLAND PUBLIC SCHOOLS	OR	FOREST HILLS LUTHERAN SCHOOL	OR
REYNOLDS SCHOOL DISTRICT	OR	MOSIER COMMUNITY SCHOOL	OR
CENTENNIAL SCHOOL DISTRICT	OR	KOREducATORS LEP HIGH SCHOOL	OR
NOBEL LEARNING COMMUNITIES	OR	WARRENTON HAMMOND SCHOOL DISTRICT	OR
ST. STEPHEN'S ACADEMY	OR	SUTHERLIN SCHOOL DISTRICT	OR
MCMINNVILLE ADVENTIST CHRISTIAN SCHOOL	OR	MALHEUR ELEMENTARY SCHOOL DISTRICT	OR
SALEM-KEIZER 24J	OR	ONTARIO SCHOOL DISTRICT	OR
MCKAY HIGH SCHOOL	OR	PARKROSE SCHOOL DISTRICT 3	OR
PINE EAGLE CHARTER SCHOOL	OR	RIVERDALE SCHOOL DISTRICT 51J	OR
WALDO MIDDLE SCHOOL	OR	TILLAMOOK SCHOOL DISTRICT	OR
OAKLAND SCHOOL DISTRICT 001	OR	MADELEINE SCHOOL	OR
HERMISTON SCHOOL DISTRICT	OR	UNION SCHOOL DISTRICT	OR
CLEAR CREEK MIDDLE SCHOOL	OR	HELIX SCHOOL DISTRICT	OR
MARIST HIGH SCHOOL	OR	RIDDLE SCHOOL DISTRICT	OR
VICTORY ACADEMY	OR	HELIX SCHOOL DIST #1 R	OR
		PROSPECT SCHOOL DISTRICT	OR

ASHBROOK INDEPENDENT SCHOOL	OR	REYNOLDS HIGH SCHOOL	OR
MOLALLA RIVER SCHOOL DISTRICT	OR	ST. PAUL SCHOOL DISTRICT SABIN-SHELLENBERG TECHNICAL CENTER	OR
CORVALLIS SCHOOL DISTRICT 509J	OR	ST PAUL PARISH SCHOOL	OR
FALLS CITY SCHOOL DISTRICT #57	OR	JOSEPH SCHOOL DISTRICT	OR
PORTLAND CHRISTIAN SCHOOLS	OR	EAGLERIDGE HIGH SCHOOL	OR
LUCKIAMUTE VALLEY CHARTER SCHOOLS	OR	GRANT COMMUNITY SCHOOL	OR
INSIGHT SCHOOL OF OREGON PAINTED HILLS DEER CREEK ELEMENTARY SCHOOL	OR	HOPE CHINESE CHARTER NORTHWEST ACADEMY	OR
YAMHILL CARLTON SCHOOL DISTRICT	OR	SUNNY WOLF CHARTER SCHOOL	OR
COLTON SCHL DIST 53	OR	MCKENZIE SCHOOL DISTRICT 068	OR
HARRISBURG SCHL DIST CENTRAL CURRY SCHL DIST#1	OR	L'ETOILE FRENCH IMMERSION SCHOOL	OR
BNAI BRITH CAMP	OR	LA GRANDE SCHOOL DISTRICT 001	OR
OREGON FOOD BANK	OR	FOSSIL SCHOOL DISTRICT 21J	OR
HOSANNA CHRISTIAN SCHL ABIQUA SCHL	OR	MARIST CATHOLIC HIGH SCHOOL	OR
AUXILIARY SERVICES	OR	SPRINGFIELD PUBLIC SCHOOLS	OR
SALEM KEIZAR SCHOOL DISTRICT	OR	ELGIN SCHOOL DIST.	OR
SCIO HIGH SCHOOL	OR	PLEASANT HILL SCH DIST #1	OR
ATHENA WESTON SCHOOL DISTRICT 29RJ	OR	UKIAH SCHOOL DISTRICT 80R	OR
BUTTE FALLS SCHOOL DISTRICT	OR	LAKE OSWEGO MONTESSORI SCHOOL	OR
BEND INTERNATIONAL SCHOOL	OR	NORTH POWDER CHARTER SCHOOL	OR
IMBLER SCHOOL DISTRICT #11	OR	SILETZ VALLEY SCHOOL ALLIANCE CHARTER ACADEMY	OR
MONUMENT SCHOOL	OR	FRENCH AMERICAN SCHOOL	OR
PENDLETON SCHOOL DISTRICT #16R	OR	MASTERY LEARNING INSTITUTE	OR
OHARA CATHOLIC SCHOOL	OR	NORTH LAKE SCHOOL DISTRICT 14	OR
MARCOLA SCHOOL DISTRICT 079J	OR	EARLY COLLEGE HIGH SCHOOL	OR
LINN-BENTON-LINCOLN ESD	OR	GILLIAM COUNTY OREGON	OR



UMATILLA COUNTY, OREGON	OR	MCKENZIE PERSONNEL SERVICES	OR
DOUGLAS ELECTRIC COOPERATIVE, INC.	OR	WASHINGTON COUNTY FACILITIES & PARK SERVICES	OR
MULTNOMAH LAW LIBRARY	OR	MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY JUSTICE	OR
CLACKAMAS COUNTY	OR	NORCOR JUVENILE DETENTION	OR
CLATSOP COUNTY	OR	TILLAMOOK COUNTY ESTUARY	OR
COLUMBIA COUNTY, OREGON	OR	JOB COUNCIL	OR
COOS COUNTY	OR	BAKER CNTY GOVT	OR
CROOK COUNTY ROAD DEPARTMENT	OR	TILLAMOOK CNTY	OR
CURRY COUNTY OREGON	OR	CLACKAMS COUNTY COMMUNITY CORRECTIONS	OR
DESCHUTES COUNTY	OR	MULTNOMAH COUNTY DEPT OF COUNTY ASSETS	OR
GILLIAM COUNTY	OR	WHEELER COUNTY	OR
GRANT COUNTY, OREGON	OR	CLACKAMAS COUNTY SERVICE DISTRICT # 1/TRI- CITY SERVICE DISTRICT	OR
HARNEY COUNTY SHERIFFS OFFICE	OR	RESOURCE CONNECTIONS OF OREGON	OR
HOOD RIVER COUNTY	OR	LANE COUNTY SHERIFF'S OFFICE	OR
JACKSON COUNTY	OR	CLATSOP COUNTY SHERIFF'S OFFICE	OR
JOSEPHINE COUNTY	OR	HARNEY COUNTY COMMUNITY CORRECTIONS	OR
KLAMATH COUNTY	OR	GRANT COUNTY ECONOMIC DEVELOPEMENT	OR
LANE COUNTY	OR	JOSEPHINE COUNTY PUBLIC WORKS	OR
LINN COUNTY	OR	CLACKAMAS COUNTY JUVENILE DEPT	OR
MARION COUNTY , SALEM, OREGON	OR	COLUMBIA BASIN CARE FACILITY	OR
MULTNOMAH COUNTY	OR	CITY OF SEASIDE POLICE DEPARTMENT	OR
SHERMAN COUNTY	OR	TAMARACK AQUATIC CENTER	OR
WASCO COUNTY	OR	SEVEN FEATHERS CASINO	OR
YAMHILL COUNTY	OR	DIRECTION SERVICE, INC.	OR
WALLOWA COUNTY	OR	OLIVER P LENT PTA	OR
ASSOCIATION OF OREGON COUNTIES	OR		
NAMI LANE COUNTY	OR		
BENTON COUNTY	OR		
DOUGLAS COUNTY	OR		
JEFFERSON COUNTY	OR		
LAKE COUNTY	OR		
LINCOLN COUNTY	OR		
POLK COUNTY	OR		
UNION COUNTY	OR		
WASHINGTON COUNTY	OR		
MORROW COUNTY	OR		

KAIROS	OR	OREGON FARM BUREAU	OR
WILLAMETTE VALLEY		MT EMILY SAFE CENTER	OR
REHAB CENTER	OR	SALEM FIRST	
ST PAUL BAPTIST CHURCH	OR	PRESBYTERIAN CHURCH	OR
LONG TOM WATERSHED		ROLLING HILLS BAPTIST	
COUNCIL	OR	CHURCH	OR
SAN MARTIN DEPORRES		BAKER ELKS	OR
CATHOLIC CHURCH	OR	GATES COMMUNITY	
PORTLAND PARKS		CHURCH OF CHRIST	OR
FOUNDATION	OR	PIP CORPS LLC	OR
SWEET HOME UNITED		TURTLE RIDGE WILDLIFE	
METHODIST CHURCH	OR	CENTER	OR
MATH LEARNING CENTER,		GRANDE RONDE MODEL	
THE	OR	WATERSHED FOUNDATION	OR
MARANATHA CHURCH	OR	WESTERN ENVIRONMENTAL	
CEDAR HILLS BAPTIST		LAW CENTER	OR
CHURCH	OR	OREGON DISTRICT 7 LITTLE	
GOOD SAMARITAN		LEAGUE	OR
MINISTRIES	OR	MERCY FLIGHTS, INC.	OR
UNITARIAN UNIVERSALIST		METROPOLITAN	
CHURCH IN EUGENE	OR	CONTRACTOR	
EMMANUEL BIBLE CHURCH	OR	IMPROVEMENT	
PORTLAND COMMUNITY		PARTNERSHIP	OR
MEDIA	OR	THE CHRISTIAN CHURCH OF	
LA PINE CHAMBER OF		HILLSBORO OREGONB	OR
COMMERCE	OR	CONGREGATION NEVEH	
STONE CREEK CHRISTIAN		SHALOM	OR
CHURCH	OR	MY FATHERS HOUSE	OR
ROGUE VALLEY YOUTH		STEP FORWARD ACTIVITIES	
FOOTBALL	OR	INC	OR
BEND ELKS LODGE 1371	OR	HHOLY TRINITY GREEK	
FRIENDLY HOUSE, INC.	OR	ORTHODOX CATHEDRAL	OR
KLAMATH SISKIYOU		MECOP INC.	OR
WILDLANDS CENTER	OR	WORKFORCE NORTHWEST	
GRACE CHRISTIAN		INC	OR
FELLOWSHIP	OR	LANE ARTS COUNCIL	OR
GRANTS PASS SEVENTH-		BUILDING HEALTHY	
DAY ADVENTIST CHURCH	OR	FAMILY	OR
CORVALLIS WALDORF		INTERGRAL YOUTH	
SCHOOL	OR	SERVICES	OR
FARMWORKERS HOUSING		CHILDREN CENTER AT	
DEVELOPMENT		TRINITY	OR
CORPORATION	OR	OUR SAVIOR'S LUTHERAN	
WORLD FORESTRY CENTER	OR	CHURCH	OR
ADAPT	OR		
KID TIME	OR		

BEAVERTON CHRISTIANS CHURCH	OR	THE WALLACE MEDICAL CONCERN	OR
OREGON HUMANITIES	OR	BOYS & GIRLS CLUB OF SALEM, MARION & POLK COUNTIES	OR
ST. PIUS X SCHOOL COMMUNITY CONNECTION OF NORTHEAST OREGON, INC.	OR	THE ROSS RAGLAND THEATER AND CULTURAL CENTER	OR
ST MARK PRESBYTERIAN CHURCH	OR	CASCADE HEALTH SOLUTIONS	OR
LIVING OPPORTUNITIES, INC.	OR	UMPQUA COMMUNITY HEALTH CENTER	OR
COOS ART MUSEUM	OR	ALZHEIMERS NETWORK OF OREGON	OR
OETC	OR	NATIONAL WILD TURKEY FEDERATION	OR
BLANCHET HOUSE OF HOSPITALITY	OR	TILLAMOOK ESTUARIES PARTNERSHIP	OR
GARTEN SERVICES INC	OR	LIFEWORKS NW INDEPENDENT DEVELOPMENT ENTERPRISE ALLIANCE	OR
INCITE INCORPORATED	OR	MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC	OR
MERCHANTS EXCHANGE OF PORTLAND, OREGON	OR	HALFWAY HOUSE SERVICES, INC.	OR
COALITION FOR A LIVABLE FUTURE	OR	REDMOND PROFICIENCY ACADEMY	OR
WEST SALEM UNITED METHODIST	OR	OHSU FOUNDATION	OR
ROGUE RIVER WATERSHED COUNCIL	OR	SHELTERCARE	OR
CENTRAL OREGON VISITORS ASSOCIATION	OR	PRINGLE CREEK SUSTAINABLE LIVING CENTER	OR
SOROPTIMIST		PACIFIC INSTITUTES FOR RESEARCH	OR
INTERNATIONAL OF GOLD BEACH, OR	OR	MENTAL HEALTH FOR CHILDREN, INC.	OR
REAL LIFE CHRISTIAN CHURCH	OR	THE DREAMING ZEBRA FOUNDATION	OR
MILWAUKIE-PORTLAND LODGE NO.142		LAUREL HILL CENTER	OR
BENEVOLENT AND PROTECTIVE ORDER OF ELK	OR	THE OREGON COMMUNITY FOUNDATION	OR
MAINSTAGE THEATRE COMPANY	OR	OCHIN	OR
DAYTON CHRISTIAN CHURCH	OR	WE CARE OREGON	OR
DELPHIAN SCHOOL	OR	SE WORKS	OR
AVON	OR		
EPUD-EMERALD PEOPLE'S UTILITY DISTRICT	OR		
HUMAN SOLUTIONS, INC.	OR		

ENTERPRISE FOR EMPLOYMENT AND EDUCATION	OR	BLACHLY LANE ELECTRIC COOPERATIVE	OR
OMNIMEDIX INSTITUTE	OR	MORNING STAR	
PORTLAND BUSINESS ALLIANCE	OR	MISSIONARY BAPTIST CHURCH	OR
GATEWAY TO COLLEGE NATIONAL NETWORK	OR	NORTHWEST FOOD PROCESSORS ASSOCIATION	OR
FOUNDATIONS FOR A BETTER OREGON	OR	INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON	OR
GOAL ONE COALITION	OR	OREGON EDUCATION ASSOCIATION	OR
ATHENA LIBRARY FRIENDS ASSOCIATION	OR	HEARING AND SPEECH INSTITUTE INC	OR
COASTAL FAMILY HEALTH CENTER	OR	SALEM ELECTRIC	OR
CENTER FOR COMMUNITY CHANGE	OR	MORRISON CHILD AND FAMILY SERVICES	OR
STAND FOR CHILDREN	OR	JUNIOR ACHIEVEMENT	OR
ST. VINCENT DEPAUL OF LANE COUNTY	OR	CENTRAL BIBLE CHURCH	OR
EAST SIDE FOURSQUARE CHURCH	OR	MID COLUMBIA MEDICAL CENTER-GREAT 'N SMALL	OR
CORVALLIS MOUNTAIN RESCUE UNIT	OR	TRILLIUM FAMILY SERVICES, INC.	OR
INVENTSUCCESS	OR	YWCA SALEM	OR
SHERIDAN JAPANESE SCHOOL FOUNDATION	OR	PORTLAND ART MUSEUM	OR
THE BLOSSER CENTER FOR DYSLEXIA RESOURCES	OR	SAINT JAMES CATHOLIC CHURCH	OR
MOSAIC CHURCH	OR	SOUTHERN OREGON HUMANE SOCIETY	OR
HOUSING AUTHORITY OF LINCOLN COUNTY	OR	VOLUNTEERS OF AMERICA OREGON	OR
RENEWABLE NORTHWEST PROJECT	OR	CENTRAL DOUGLAS COUNTY FAMILY YMCA	OR
INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION	OR	METROPOLITAN FAMILY SERVICE	OR
CONSERVATION BIOLOGY INSTITUTE	OR	OREGON MUSUEM OF SCIENCE AND INDUSTRY	OR
THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON, INC.	OR	FIRST UNITARIAN CHURCH	OR
		ST. ANTHONY CHURCH	OR
		GOOD SHEPHERD MEDICAL CENTER	OR
		SALEM ACADEMY	OR
		GEN CONF OF SDA CHURCH WESTERN OR	OR

PORTLAND ADVENTIST ACADEMY	OR	COMMUNITY ACTION TEAM, INC.	OR
ST VINCENT DE PAUL OUTSIDE IN	OR	EUGENE SYMPHONY ASSOCIATION, INC.	OR
UNITED CEREBRAL PALSY OF OR AND SW WA	OR	STAR OF HOPE ACTIVITY CENTER INC.	OR
WILLAMETTE VIEW INC.	OR	SPARC ENTERPRISES	OR
PORTLAND HABILITATION CENTER, INC.	OR	SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.	OR
OREGON STATE UNIVERSITY ALUMNI ASSOCIATION	OR	SALEM ALLIANCE CHURCH LANE COUNCIL OF GOVERNMENTS	OR
ROSE VILLA, INC.	OR	FORD FAMILY FOUNDATION TRAILS CLUB	OR
NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE	OR	NEWBERG FRIENDS CHURCH	OR
BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA	OR	WOODBURN AREA CHAMBER OF COMMERCE	OR
ROGUE FEDERAL CREDIT UNION	OR	CONTEMPORARY CRAFTS MUSEUM AND GALLERY	OR
OREGON RESEARCH INSTITUTE	OR	CITY BIBLE CHURCH	OR
WILLAMETTE LUTHERAN HOMES, INC	OR	OREGON LIONS SIGHT & HEARING FOUNDATION	OR
LANE MEMORIAL BLOOD BANK	OR	PORTLAND WOMENS CRISIS LINE	OR
PORTLAND JEWISH ACADEMY	OR	THE SALVATION ARMY - CASCADE DIVISION	OR
LANECO FEDERAL CREDIT UNION	OR	WILLAMETTE FAMILY WHITE BIRD CLINIC	OR
GRANT PARK CHURCH	OR	GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES	OR
ST. MARYS OF MEDFORD, INC.	OR	PLANNED PARENTHOOD OF SOUTHWESTERN OREGON	OR
US CONFERENCE OF MENONNITE BRETHREN CHURCHES	OR	HOUSING NORTHWEST	OR
FAITHFUL SAVIOR MINISTRIES	OR	OREGON ENVIRONMENTAL COUNCIL	OR
OREGON CITY CHURCH OF THE NAZARENE	OR	MEALS ON WHEELS PEOPLE, INC.	OR
OREGON COAST COMMUNITY ACTION	OR	FAITH CENTER	OR
EDUCATION NORTHWEST	OR	BOB BELLONI RANCH, INC.	OR
		GOOD SHEPHERD COMMUNITIES	OR
		SACRED HEART CATHOLIC DAUGHTERS	OR

HELP NOW! ADVOCACY CENTER	OR	PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.	OR
TENAS ILLAHEE CHILDCARE CENTER	OR	EMMAUS CHRISTIAN SCHOOL	OR
SUNRISE ENTERPRISES	OR	DELIGHT VALLEY CHURCH OF CHRIST	OR
LOOKING GLASS YOUTH AND FAMILY SERVICES	OR	SAINT CATHERINE OF SIENA CHURCH	OR
SERENITY LANE EAST HILL CHURCH	OR	PORT CITY DEVELOPMENT CENTER	OR
LA GRANDE UNITED METHODIST CHURCH	OR	VIRGINIA GARCIA MEMORIAL HEALTH CENTER	OR
COAST REHABILITATION SERVICES	OR	CENTRAL CITY CONCERN	OR
EDWARDS CENTER INC	OR	CANBY FOURSQUARE CHURCH	OR
ALVORD-TAYLOR INDEPENDENT LIVING SERVICES	OR	EMERALD PUD	OR
NEW HOPE COMMUNITY CHURCH	OR	VERMONT HILLS FAMILY LIFE CENTER	OR
KLAMATH HOUSING AUTHORITY	OR	BENTON HOSPICE SERVICE	OR
QUADRIPLÉGICS UNITED AGAINST DEPENDENCY, INC.	OR	INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION	OR
SPONSORS, INC.	OR	COMMUNITY CANCER CENTER	OR
COLUMBIA COMMUNITY MENTAL HEALTH	OR	OPEN MEADOW ALTERNATIVE SCHOOLS, INC.	OR
ADDICTIONS RECOVERY CENTER, INC	OR	CASCADIA BEHAVIORAL HEALTHCARE	OR
METRO HOME SAFETY REPAIR PROGRAM	OR	WILD SALMON CENTER	OR
OREGON SUPPORTED LIVING PROGRAM	OR	BROAD BASE PROGRAMS INC.	OR
SOUTH COAST HOSPICE, INC.	OR	SUNNYSIDE FOURSQUARE CHURCH	OR
ALLFOURONE/CRESTVIEW CONFERENCE CTR.	OR	TRAINING EMPLOYMENT CONSORTIUM	OR
THE INTERNATIONAL SCHOOL	OR	RELEVANT LIFE CHURCH	OR
REBUILDING TOGETHER - PORTLAND INC.	OR	211INFO	OR
PENDLETON ACADEMIES	OR	SONRISE CHURCH	OR
PACIFIC FISHERY MANAGEMENT COUNCIL	OR	LIVING WAY FELLOWSHIP	OR
DOGS FOR THE DEAF, INC.	OR	WOMEN'S SAFETY & RESOURCE CENTER	OR
		SEXUAL ASSAULT RESOURCE CENTER	OR

IRCO	OR	ALL GOD'S CHILDREN	
NORTHWEST YOUTH CORPS	OR	INTERNATIONAL	OR
TILLAMOOK CNTY WOMENS		FARMWORKER HOUSING	
CRISIS CENTER	OR	DEV CORP	OR
SECURITY FIRST CHILD		UMPQUA COMMUNITY	
DEVELOPMENT CENTER	OR	DEVELOPMENT	
CLASSROOM LAW PROJECT	OR	CORPORATION	OR
YOUTH GUIDANCE ASSOC.	OR	REGIONAL ARTS AND	
PREGNANCY RESOUC		CULTURE COUNCIL	OR
CENTERS OF GRETER		THE EARLY EDUCATION	
PORTLAND	OR	PROGRAM, INC.	OR
ELMIRA CHURCH OF CHRIST	OR	MACDONALD CENTER	OR
JASPER MOUNTAIN	OR	EVERGREEN AVIATION	
ACUMENTRA HEALTH	OR	MUSEUM AND CAP.	
WORKSYSTEMS INC	OR	MICHAEL KING.	OR
COVENANT CHRISTIAN		SELF ENHANCEMENT INC.	OR
HOOD RIVER	OR	FRIENDS OF THE CHILDREN	OR
OREGON DONOR PROGRAM	OR	SOUTH LANE FAMILY	
NAMI OREGON	OR	NURSERY DBA FAMILY	
OLIVET BAPTIST CHURCH	OR	RELIEF NURSE	OR
SILVERTON AREA		COMMUNITY VETERINARY	
COMMUNITY AID	OR	CENTER	OR
CONFEDERATED TRIBES OF		PORTLAND SCHOOLS	
GRAND RONDE	OR	FOUNDATION	OR
NEIGHBORIMPACT	OR	SUSTAINABLE NORTHWEST	OR
CATHOLIC COMMUNITY		OREGON DEATH WITH	
SERVICES	OR	DIGNITY	OR
NEW AVENUES FOR YOUTH		BIRCH COMMUNITY	
INC	OR	SERVICES, INC.	OR
LA CLINICA DEL CARINO		BAY AREA FIRST STEP, INC.	OR
FAMILY HEALTH CARE		OSLC COMMUNITY	
CENTER	OR	PROGRAMS	OR
DECISION SCIENCE		EN AVANT, INC.	OR
RESEARCH INSTITUTE, INC.	OR	ASHLAND COMMUNITY	
WESTERN STATES CENTER	OR	HOSPITAL	OR
HIV ALLIANCE, INC	OR	NORTHWEST ENERGY	
PARTNERSHIPS IN		EFFICIENCY ALLIANCE	OR
COMMUNITY LIVING, INC.	OR	BONNEVILLE	
FANCONI ANEMIA		ENVIRONMENTAL	
RESEARCH FUND INC.	OR	FOUNDATION	OR
BLIND ENTERPRISES OF		SUMMIT VIEW COVENANT	
OREGON	OR	CHURCH	OR
OREGON BALLET THEATRE	OR	SALMON-SAFE INC.	OR
SMART	OR	BETHEL CHURCH OF GOD	OR

PROVIDENCE HOOD RIVER MEMORIAL HOSPITAL	OR	CHILD EVANGELISM FELLOWSHIP	OR
SAINT ANDREW NATIVITY SCHOOL	OR	LITTLE PROMISES CHILDREN'S PROGRAM	OR
BARLOW YOUTH FOOTBALL	OR	UNION GOSPEL MISSION	OR
SPOTLIGHT THEATRE OF PLEASANT HILL	OR	GRACE BAPTIST CHURCH COMMUNITY ACTION	OR
FAMILIES FIRST OF GRANT COUNTY, INC.	OR	ORGANIZATION	OR
TOUCHSTONE PARENT ORGANIZATION	OR	OUTSIDE IN	OR
CANCER CARE RESOURCES	OR	MAKING MEMORIES BREAST CANCER	
CASCADIA REGION GREEN BUILDING COUNCIL	OR	FOUNDATION, INC.	OR
SHERMAN DEVELOPMENT LEAGUE, INC.	OR	ELAW	OR
SCIENCEWORKS	OR	COMMUNITY HEALTH CENTER, INC	OR
WORD OF LIFE COMMUNITY CHURCH	OR	GREATER PORTLAND INC	OR
SOCIAL VENTURE PARTNERS PORTLAND	OR	EUGENE BUILDERS EXCHANGE	OR
OREGON PROGRESS FORUM CENTER FOR RESEARCH TO PRACTICE	OR	BOYS & GIRLS CLUB OF CORVALLIS	OR
WESTERN RIVERS CONSERVANCY	OR	SOUTHEAST UPLIFT NEIGHBORHOOD	
UNITED WAY OF THE COLUMBIA WILLAMETTE	OR	COALITION	OR
EUGENE BALLET COMPANY	OR	FIRST UNITED PRESBYTERIAN CHURCH	OR
EAST WEST MINISTRIES INTERNATIONAL	OR	PDX WILDLIFE	OR
SISKIYOU INITIATIVE	OR	FRIENDS OF THE OPERA HOUSE	OR
EDUCATIONAL POLICY IMPROVEMENT CENTER	OR	JACKSON-JOSEPHINE 4-C COUNCIL	OR
NORTH PACIFIC DISTRICT OF FOURSQUARE CHURCHES	OR	NORTH COAST FAMILY FELLOWSHIP	OR
CATHOLIC CHARITIES	OR	P E C I	OR
FIRST CHURCH OF THE NAZARENE	OR	CHILDSWORK LEARNING CENTER	OR
WESTSIDE BAPTIST CHURCH	OR	PORTLAND SCHOOLS ALLIANCE	OR
HOUSING DEVELOPMENT CENTER	OR	NEW ARTISTS PERFORMING ARTS PRODUCTIONS, INC.	OR
HOODVIEW CHRISTIAN CHURCH	OR	RELIEF NURSERY	OR
		ST. MARY'S EPISCOPAL CHURCH	OR
		VIKING SAL SENIOR CENTER	OR
		BOYS AND GIRLS CLUB OF THE ROGUE VALLEY	OR



LINCOLN CITY CHAMBER OF COMMERCE	OR	FIRST BAPTIST CHURCH	OR
DRUPALCON INC., DBA DRUPAL ASSOCIATION	OR	THE NATURE CONSERVANCY, WILLAMETTE VALLEY FIELD OFFICE	OR
ALBANY PARTNERSHIP FOR HOUSING AND COMMUNITY DEVELOPMENT	OR	SERENITY LANE HEALTH SERVICES	OR
SEED OF FAITH MINISTRIES	OR	PORTLAND COMMUNITY REINVESTMENT	
HERMISTON CHRISTIAN CENTER & SCHOOL	OR	INITIATIVES, INC.	OR
SALEM FREE CLINICS	OR	CHRISTIANS AS FAMILY ADOVATES	OR
DRESS FOR SUCCESS OREGON	OR	GEERCREST FARM & HISTORICAL SOCIETY	OR
BEAVERTON ROCK CREEK FOURSQUARE CHURCH	OR	COLLEGE UNITED	
ST PAUL CATHOLIC CHURCH	OR	METHODIST CHURCH	OR
ST MARY'S CATHOLIC SCHOOL AND PARISH	OR	THE COLLINS FOUNDATION	OR
POLK SOIL AND WATER CONSERVATION DISTRICT	OR	PRINCE OF PEACE	
STREET MINISTRY	OR	LUTHERAN CHURCH & SCHOOL	OR
LA GRANDE CHURCH OF THE NAZARENE	OR	NEDCO	OR
SPRUCE VILLA, INC.	OR	SALEM EVANGELICAL CHURCH	OR
OREGON SCHOOL BOARDS ASSOCIATION	OR	WILD LILAC CHILD DEVELOPMENT	
HOUSE OF PRAYER FOR ALL NATIONS	OR	COMMUNITY	OR
SACRED HEART CATHOLIC CHURCH	OR	DAYSTAR EDUCATION, INC.	OR
AFRICAN AMERICAN HEALTH COALITON, INC.	OR	OREGON SOCIAL LEARNING CENTER	OR
HAPPY CANYON COMPANY	OR	PAIN SOCIETY OF OREGON	OR
VILLAGE HOME EDUCATION RESOURCE CENTER	OR	ENVIRONMENTAL LAW ALLIANCE WORLDWIDE	OR
MONET'S CHILDREN'S CIRCLE	OR	EUGENE COUNTRY CLUB	OR
CASCADE HOUSING ASSOCIATION	OR	COMMUNITY IN ACTION	OR
DAYSPRING FELLOWSHIP	OR	SAFE HARBORS	OR
NORTHWEST HABITAT INSTITUTE	OR	FIRST CHRISTIAN CHURCH	OR
WINDING WATERS MEDICAL CLINIC	OR	PACIFIC CLASSICAL BALLET	OR
		DEPAUL INDUSTRIES	OR
		AFRICAN AMERICAN HEALTH COALITION	OR
		JESUS PRAYER BOOK	OR
		COALITION OF COMMUNITY HEALTH	OR
		RIVER NETWORK	OR
		CCI ENTERPRISES INC	OR

OREGON NURSES ASSOCIATION	OR	ACCESS INC	OR
GOODWILL INDUSTRIES OF THE COLUMBIA WILLAMETTE	OR	COMMUNITY LEARNING CENTER	OR
MOUNT ANGEL ABBEY	OR	OLD MILL CENTER FOR CHILDREN AND FAMILIES	OR
YMCA OF ASHLAND	OR	SUNNY OAKS INC	OR
YMCA OF COLUMBIA-WILLAMETTE ASSOCIATION SERVICES	OR	HOSPICE CENTER BEND LA PINE	OR
MULTNOMAH LAW LIBRARY	OR	WESTSIDE FOURSQUARE CHURCH	OR
FRIENDS OF TRYON CREEK STATE P	OR	RELIEF NURSERY INC	OR
ONTRACK INC.	OR	MORNING STAR COMMUNITY CHURCH	OR
CALVIN PRESBYTERIAN CHURCH	OR	MULTNOMAH DEFENDERS INC	OR
HOLT INTL CHILD ST JOHN THE BAPTIST CATHOLIC	OR	PROVIDENCE HEALTH SYSTEM	OR
PORTLAND FOURSQUARE CHURCH	OR	HOLY TRINITY CATHOLIC CHURCH	OR
PORTLAND CHRISTIAN CENTER	OR	HOLY REDEEMER CATHOLIC CHURCH	OR
CHURCH EXTENSION PLAN OCCU AFGHANISTAN RELIEF EFFORT	OR	ALLIANCE BIBLE CHURCH CARE OREGON	OR
EUGENE FAMILY YMCA CHRIST THE KING PARISH AND SCHOOL	OR	MID COLUMBIA CHILDRENS COUNCIL	OR
NEWBERG CHRISTIAN CHURCH	OR	HUMANE SOCIETY OF REDMOND	OR
FIRST UNITED METHODIST CHURCH	OR	OUR REDEEMER LUTHERAN CHURCH	OR
ZION LUTHERAN CHURCH	OR	KBPS PUBLIC RADIO	OR
SOUTHWEST BIBLE CHURCH	OR	SKYBALL SALEM KEIZER YOUTH BAS	OR
COMMUNITY WORKS INC	OR	OPEN TECHNOLOGY CENTER	OR
MASONIC LODGE PEARL 66	OR	GRACE CHAPEL	OR
MOLALLA NAZARENE CHURCH	OR	CHILDREN'S MUSEUM 2ND	OR
TRANSITION PROJECTS, INC	OR	SOLID ROCK	OR
ST MICHAELS EPISCOPAL CHURCH	OR	WEST CHEHALEM FRIENDS CHURCH	OR
SAINT JOHNS CATHOLICH CHURCH	OR	GUIDE DOGS FOR THE BLIND	OR
		ALDERSGATE CAMPS AND RETREATS	OR
		ST. KATHERINE'S CATHOLIC CHURCH	OR

THE ALLIANCE NW OF THE CHRISTIAN & MISSIONARY ALLIANCE	OR	EASTERN OREGON ALCOHOLISM FOUNDATION	OR
BAGS OF LOVE	OR	GRANTMAKERS FOR EDUCATION	OR
GRAND VIEW BAPTIST CHURCH	OR	THE SPIRAL GALLERY	OR
GREEN ELECTRONICS COUNCIL	OR	THE ALS ASSOCIATION OREGON AND SW	
SCOTTISH RITE	OR	WASHINGTON CHAPTER	OR
WESTERN WOOD PRODUCTS ASSOCIATION	OR	CHILDREN'S RELIEF NURSERY	OR
GRACE BAPTIST CHURCH OF ST. HELENS, LIL LEARNERS PRESCHOOL	OR	HOME BUILDERS	OR
THE NEXT DOOR	OR	NEW LIFE BAPTIST CHURCH	OR
NATIONAL PSORIASIS FOUNDATION	OR	FERAL CAT AWARENESS TEAM	OR
NEW BEGINNINGS CHRISTIAN CENTER	OR	FLORENCE UNITED METHODIST CHURCH	OR
HIGHLAND UNITED CHURCH OF CHRIST	OR	WORLD OF SPEED	OR
OREGON REPERTORY SINGERS	OR	SW COMMUNITY HEALTH CENTER	OR
HIGHLAND HAVEN	OR	ENERGY TRUST OF OREGON	OR
FAIR SHARE RESEARCH AND EDUCATION FUND	OR	ST. VINCENT DE PAUL CHURCH	OR
OREGON SATSANG SOCIETY, INC., A CHARTERED AFFILIATE OF ECKANKAR , ECKA	OR	FR. BERNARD YOUTH CENTER	OR
FIRST BAPTIST CHURCH OF ENTERPRISE	OR	OREGON PSYCHOANALYTIC CENTER	OR
THE CANBY CENTER	OR	STORE TO DOOR	OR
REDMOND FIRE & RESCUE	OR	OREGON TRANSLATIONAL RESEARCH AND	
INSTITUTO DE CULTURA Y ARTE IN XOCHITL IN CUICATL	OR	DEVELOPMENT INSITUTE	OR
MCKENZIE PERSONNEL SYSTEMS	OR	DEPAUL INDUSTRIES	OR
OSLC COMMUNITY PROGRAMS OCP	OR	OUR LADY OF PERPETUAL HELP CATHOLIC CHURCH	
OREGON NIKKEI ENDOWMENT	OR	ALBANY OREGON	OR
GRACE COMMUNITY CHURCH	OR	SELCO COMMUNITY CREDIT UNION	OR
		PRAIRIE BAPTIST CHURCH	OR
		NORTH COAST CHRISTIAN CHURCH	OR
		UNION COUNTY ECONOMIC DEVELOPMENT CORP.	OR
		CAMELTO THEATRE COMPANY	OR
		CAMP FIRE COLUMBIA	OR
		TAKE III OUTREACH	OR

ROLLING HILLS		THE DALLES ART	
COMMUNITY CHURCH	OR	ASSOCIATION	OR
EUGENE SWIM AND TENNIS		TEMPLE BETH ISRAEL	OR
CLUB	OR	WILLAMETTE LEADERSHIP	
SUMMA INSTITUTE	OR	ACADEMY/PIONEER YOUTH	
AMANI CENTER	OR	CORPS OF OREGON	OR
BILLY WEBB ELKS LODGE		ROSE HAVEN	OR
#1050	OR	DALLAS CHURCH	OR
SILVERTON SENIOR CENTER	OR	OREGON STATE	
FIRST EVANGELICAL		UNIVERSITY BOOKSTORE	
PRESBYTERIAN CHURCH OF		INC	OR
OREGON CITY	OR	NORTH WILLAMETTE	
JOYFUL SERVANT		VALLEY HABITAT FOR	
LUTHERAN CHURCH	OR	HUMANITY	OR
SANDY SEVENTH-DAY		FAIRFIELD BAPTIST	
ADVENTIST CHURCH	OR	CHURCH	OR
MUDDY CREEK CHARTER		SEXUAL ASSAULT SUPPORT	
SCHOOL	OR	SERVICES	OR
A FAMILY FOR EVERY		NESKOWIN VALLEY	
CHILD	OR	SCHOOL	OR
PORT OF CASCADE LOCKS	OR	RON WILSON CENTER FOR	
1000 FRIENDS OF OREGON	OR	EFFECTIVE LIVING INC	OR
OREGON PEDIATRIC		ST. JOSEPH SHELTER	OR
SOCIETY	OR	THE INN HOME FOR BOYS,	
NONPROFIT ASSOCIATION		INC.9138	OR
OF OREGON	OR	MCKENZIEWATERSHED	
LUKE DORF INC	OR	COUNCIL	OR
FAMILY CARE INC	OR	OPPORTUNITY	
MEDICAL TEAMS INTL	OR	CONNECTIONS	OR
CLEAN SLATE CANINE		MENNONITE HOME OF	
RESCUE & REHABILITATION	OR	ALBANY INC	OR
ST. MARTINS EPISCOPAL		OREGON TECHNICAL	
CHURCH	OR	ASSISTANCE CORPORATION	OR
FOOD FOR LANE COUNTY	OR	OREGON AND SOUTHERN	
CLATSOP BEHAVIORAL		IDAHO LABORERS	
HEALTHCARE	OR	EMPLOYERS TRAINING	
WEST COAST HAUNTERS		SCHOOL	OR
CONVENTION	OR	NEW LIFE FELLOWSHIP	
COLUMBIA GORGE		CHURCH OF GOD	OR
DISCOVERY CENTER AND		GLADSTONE SENIOR	
MUSEUM	OR	CENTER	OR
NAMI OF WASHINGTON		EDUCATION TRAVEL &	
COUNTY	OR	CULTURE, INC.	OR
AMERICAN LEGION ALOHA		RURAL DEVELOPMENT	
POST 104	OR	INITIATIVES	OR

JASON LEE MANOR/UMRC	OR	FIRST LUTHERAN CHURCH	
JESUS PURSUIT CHURCH	OR	OF ASTORIA	OR
YMCA OF MARION AND		FUND FOR CHRISTIAN	
POLK COUNTIES	OR	CHARITY	OR
URBAN GLEANERS	OR	DEER MEADOW ASSISTED	
PACIFICSOURCE HEALTH	OR	LIVING	OR
FAITH CHRISTIAN		OREGON LABORERS-	
FELLOWSHIP	OR	EMPLOYER	
BROOKINGS ELKS LODGE	OR	ADMINISTRATIVE FUND,	
TUALATIN LACROSSE CLUB	OR	LLC	OR
TILLAMOOK SEVENTH DAY		UMPQUA BASIN WATER	
ADVENTIST CHURCH	OR	ASSOCIATION	OR
OREGON JEWISH		ALPHA LAMBDA HOUSE	
COMMUNITY FOUNDATION	OR	CORPORATION	OR
EAST RIVER FELLOWSHIP	OR	ST JOHN FISHER CATHOLIC	
HOLY FAMILY ACADEMY	OR	CHURCH PORTLAND	
FIRST BAPTIST CHURCH OF		OREGON	OR
EUGENE	OR	EUGENE CREATIVE CARE	OR
PORTLAND METRO		THE CHURCH OF CHRIST OF	
RESIDENTIAL SERVICES	OR	LATTER DAY SAINTS	OR
PEACE LUTHERAN CHURCH	OR	CASCADE HEIGHT PUBLIC	
LIVING WORD CHRISTIAN		CHARTER SCHOOL PTA	OR
CENTER	OR	G.O.B.H.I	OR
HOUSING AUTHORITY OF		ASSOCIATION OF OREGON	
DOUGLAS COUNTY	OR	CORRECTIONS EMPLOYEES,	
VIETNAMESE CHRISTIAN		INC.	OR
COMMUNITY CHURCH	OR	A JESUS CHURCH FAMILY	OR
FOREST PARK		300 MAIN INC	OR
CONSERVANCY	OR	SOUTHWESTERN OREGON	
FRIENDS FOR ANIMALS	OR	PUBLIC DEFENDER	
FAMILY BUILDING BLOCKS	OR	SERVICES, INC.	OR
GREENLEAF INDUSTRIES	OR	ALBERTINA KERR CENTERS	OR
ANANDA CENTER AT		DUFUR CHRISTIAN CHURCH	OR
LAURELWOOD	OR	ST. MATTHEW CATHOLIC	
GOODWILL INDUSTRIES OF		SCHOOL	OR
LANE AND SOUTH COAST	OR	SERENDIPITY CENTER INC	OR
RB PAMPLIN CORPORTAION	OR	YELLOWHAWK TRIBAL	
AGIA SOPHIA ACADEMY	OR	HEALTH	OR
FRIENDS OF DRIFTWOOD		CASA OF MARION COUNTY	OR
LIBRARY	OR	OREGOINANS FOR FOOD &	
CONSUMERS POWER INC.	OR	SHELTER	OR
A. C. GILBERT'S DISCOVERY		WESTSIDE CHURCH OF	
VILLAGE	OR	CHRIST INC	OR
		NORTHWEST FAMILY	
		SERVICES	OR

NETWORK CHARTER		OPPORTUNITY	
SCHOOL	OR	FOUNDATION OF CENTRAL	
RIDE CONNECTON	OR	OREGON	OR
PARENTING NOW!	OR	CONSTRUCTING HOPE	OR
CHRISTIAN CHURCH OF		SPRINKFIELD ELKS #2145	OR
WOODBURN	OR	ABUSE RECOVERY	
VERDE	OR	MINISTRY & SERVICES	OR
NATIVE AMERICAN YOUTH		OASIS SHELTER HOME	OR
AND FAMILY CENTER		ST HENRYS CHURCH	OR
EARLY COLLEGE ACADEMY	OR	NEHALEM BAY HOUSE	OR
USO NORTHWEST	OR	UNITED METHODIST	
NORKENZIE CHRISTIAN		CHURCH	OR
CHURCH	OR	P:EAR	OR
LITTLE FLOWER		HEALTH SHARE OF OREGON	OR
DEVELOPMENT CENTER	OR	ST. PETER CATHOLIC	
TLO FARMS	OR	CHURCH	OR
EVERGREEN WINGS AND		MID WILLAMETTE VALLEY	
WAVES	OR	COMMUNITY ACTION	OR
ASCENSION EPISCOPAL		A HOPE FOR AUTISM	
PARISH	OR	FOUNDATION	OR
CENTER FOR FAMILY		NW SPORT FISHING	OR
DEVELOPMENT	OR	BREAST FRIENDS	OR
WEST SALEM FOURSQUARE		SCIENCEWORKS MUSEUM	OR
CHURCH	OR	WILLAMETTE	
GOOD SAMARITAN		NEIGHBORHOOD HOUSING	
MINISTRY	OR	SERVICES	OR
GRACE LUTHERAN CHURCH		SOUTH SALEM HIGH MUSIC	
OF MOLALLA	OR	BOOSTERS	OR
TRINITY LUTHERAN	OR	SEPTL SOUTHEAST	
HOPE LUTHERAN CHURCH	OR	PORTLAND TOOL LIBRARY	OR
MOUNT PISGAH		KIDS UNLLIMITED	
ARBORETUM	OR	ACADEMY	OR
REDEEMER LUTHERAN		CAPPELLA ROMANA	OR
CHURCH	OR	NATIONAL CHRISTIAN	
DISJECTA CONTEMPORARY		COMMUNITY FOUNDATION	OR
ART CENTER	OR	LEGAL AID SERVICES OF	
KOREAN CENTRAL		OREGON LITC	OR
COVENANT CHURCH OF		THE SUNRIVER OWNERS	
EUGENE	OR	ASSOCIATION	OR
YANKTON BAPTIST CHURCH	OR	WILLAMETTE VALLEY	
BIOGIFT ANATOMICAL	OR	BABE RUTH	OR
LOWER COLUMBIA		CENTER FOR CONTINUOUS	
ESTUARY PARTNERSHIP	OR	IMPROVEMENT	OR
MT HOOD HOSPICE	OR		

NORTHWEST CENTER FOR ALTERNATIVES TO PESTICIDES JUNCTION	OR	OREGON & SOUTHWEST WASHINGTON CENTER FOR HUMAN DEVELOPMENT	OR
CITY/HARRISBURG/MONROE HABITAT FOR HUMANITY	OR	SAFEHAVEN HUMANE SOCIETY	OR
THE FOLLOWERS OF CHRIST CHURCH OF OREGON CITY	OR	RAINIER ASSEMBLY OF GOD	OR
SEIU LOCAL 49	OR	EUGENE CHRISTIAN FELLOWSHIP	OR
EMERALD MEDIA GROUP	OR	BRIDGES TO CHANGE	OR
WEST HILLS CHRISTIAN SCHOOL	OR	DEPAUL TREATMENT CENTERS, INC.	OR
TRILLIUM SPRIGS	OR	MINISTERIO	
SMITH MEMORIAL PRESBYTERIAN CHURCH	OR	INTERNATIONAL CASA	OR
WESTERN ARTS ALLIANCE	OR	NEW PARADISE WORSHIP CENTER	OR
YOUTH DYNAMICS	OR	MISSION INCREASE FOUNDATION	OR
ASHLAND ART CENTER	OR	CURRY PUBLIC TRANSIT INC	OR
APOSTOLIC CHURCH OF JESUS CHRIST	OR	THREE RIVERS CASINO	OR
DOUGLAS FOREST PROTECTIVE	OR	BROOKINGS HARBOR CHRISTIAN SCHOOL	OR
OREGON LYME DISEASE NETWORK	OR	LOCAL 290	OR
ECOTRUST	OR	HOPE CHURCH OF THE ASSEMBLIES OF GOD	
SPECIAL MOBILITY SERVICES	OR	ALBANY OREGON	OR
BETHLEHEM CHRISTIAN PRE-SCHOOL	OR	SHERWOOD COMMUNITY FRIENDS CHURCH	OR
HISTORICAL OUTREACH FOUNDATION	OR	BETHESDA LUTHERAN CHURCH	OR
TERAS INTERVENTIONS AND COUNSELING INC	OR	LEGACY MT. HOOD MEDICAL CENTER	OR
BROOKLYN PRIMARY PTO	OR	ADELANTE MUJERES	OR
MOUNTAIN VIEW ACADEMY	OR	YAMHILL COMMUNITY CARE ORGANIZATION	OR
SALEM AREA CHAMBER OF COMMERCE	OR	TRINITY UNITED	
FIRST CONGREGATIONAL CHRCH	OR	METHODIST CHURCH	OR
OREGON STATE FAIR	OR	PORTLAND JAPANESE GARDEN	OR
TRI-COUNTY CHAMBER OF COMMERCE INC	OR	THE MADELEINE PARISH	OR
RONALD MCDONALD HOUSE CHARITIES OF	OR	THE TUCKER-MAXON ORAL SCHOOL	OR
		SOUTHWEST NEIGHBORHOODS, INC	OR

WALLOWA VALLEY CENTER		KILCHIS HOUSE	OR
FOR WELLNESS	OR	CALVARY ASSEMBLY OF	
KIDS INTERVENTION AND		GOD	OR
DIAGNOSTIC CENTER	OR	LAKE GROVE	
JOY CHURCH EUGENE	OR	PRESBYTERIAN CHURCH	OR
PORTLAND YACHT CLUB	OR	GRACE LUTHERAN SCHOOL	OR
LEAGUE OF WOMEN		WESTERN MENNONITE	
VOTERS	OR	SCHOOL	OR
OREGON & SOUTHERN		OEA CHOICE TRUST	OR
IDAHO DISTRICT COUNCIL		AMERICAN TINNITUS	
OF LABORERS'	OR	ASSOCIATION	OR
PORTLAND POLICE		OREGON COAST	
SUNSHINE DIVISION	OR	AQUARIUM, INC.	OR
CURRY HEALTH NETWORK	OR	HOPE POINT CHURCH	OR
UNITED WAY OF LANE		UNITUS COMMUNITY	
COUNTY	OR	CREDIT UNION	OR
THE LIGHTHOUSE SCHOOL	OR	ST JOHN THE BAPTIST	
OLIVE PLAZA	OR	GREEK ORTHODOX CHURCH	OR
ROGUE VALLEY HUMANE		OREGON INDEPENDENT	
SOCIETY	OR	AUTOMOBILE DEALERS	
GREAT PORTLAND BIBLE	OR	ASSOCIATION	OR
COLLEGE POSSIBLE	OR	COLUMBIA PACIFIC	
UNITED WAY	OR	ECONOMIC DEVELOPMENT	
COMMUNITY ENERGY		DISTRICT OF OREGON	OR
PROJECT	OR	ST ANDREWS	
BRIDGEPORT COMMUNITY		PRESBYTERIAN	OR
CHAPEL	OR	OREGON RURAL ELECTRIC	
OSWEGO LAKE COUNTRY		COOPERATIVE	
CLUB	OR	ASSOCIATION	OR
LA GRANDE FOURSQUARE		THE MILL CASINO	OR
CHURCH	OR	GATEWAY PREBYTERIAN	
PORTLAND OREGON		CHURCH	OR
VISITORS ASSOCIATION	OR	OREGON JEWISH MUSEUM	
BARTER UNION		AND CENTER FOR	
INTERNATIONAL	OR	HOLOACUST EDUCATION	OR
SOUTHERN OREGON		NORTHWEST OPENING	OR
PROJECT HOPE	OR	OREGON STATE	
OUR UNITED VILLAGES	OR	UNIVERSITY	OR
YOUTH M.O.V.E. OREGON	OR	TREASURE VALLEY	
SAMARITAN HEALTH		COMMUNITY COLLEGE	OR
SERVICES INC.	OR	INSTITUTE OF	
SANTIAM ASSEMBLY OF		TECHNOLOGY	OR
GOD	OR	UNVIERSITY OF OREGON	OR
CASCADES WEST		OREGON UNIVERSITY	
FINANCIAL SERVICES IN	OR	SYSTEM	OR



UNIVERSITY OF WESTERN STATES	OR	OREGON INSTITUTE OF TECHNOLOGY	OR
GEORGE FOX UNIVERSITY	OR	EASTERN OREGON UNIVERSITY	OR
LEWIS AND CLARK COLLEGE	OR	WILCO FARMERS	OR
PACIFIC UNIVERSITY	OR	HARVEST CHURCH	OR
REED COLLEGE	OR	SOCIETY OF AMERICAN FORESTERS	OR
WILLAMETTE UNIVERSITY	OR	CLACKAMAS RIVER WATER PROVIDERS	OR
LINFIELD COLLEGE	OR	EICKHOFF DEV CO INC	OR
MULTNOMAH BIBLE COLLEGE	OR	CORNERSTONE ASSOCIATION INC	OR
NORTHWEST CHRISTIAN COLLEGE	OR	THE KLAMATH TRIBE	OR
NATIONAL COLLEGE OF NATURAL MEDICINE	OR	ADVOCATE CARE	OR
BLUE MOUNTAIN COMMUNITY COLLEGE	OR	CANNON BEACH FIRE	OR
PORTLAND STATE UNIV.	OR	LIFE FLIGHT NETWORK LLC	OR
CLACKAMAS COMMUNITY COLLEGE	OR	OREGON DEPT OF FISH & WILDLIFE-SAUVIE	OR
MARYLHURST UNIVERSITY	OR	COVENANT RETIREMENT COMMUNITIES	OR
OREGON HEALTH AND SCIENCE UNIVERSITY	OR	PENTAGON FEDERAL CREDIT UNION	OR
BIRTHINGWAY COLLEGE OF MIDWIFERY	OR	SAIF CORPORATION	OR
PACIFIC U	OR	GREATER HILLSBORO AREA CHAMBER OF COMMERCE	OR
UNIVERSITY OF OREGON	OR	LANE ELECTRIC	
CONCORDIA UNIV	OR	COOPERATIVE	OR
MARYLHURST UNIVERSITY	OR	USAGENCIES CREDIT UNION	OR
CORBAN COLLEGE	OR	PACIFIC CASCADE FEDERAL CREDIT UNION	OR
NORTH MARION SCHL DIST	OR	LOCAL GOVERNMENT PERSONNEL INSTITUTE	OR
UNIVERSITY OF OREGON - PURCHASING AND CONTRACTING SERVICES	OR	GRANTS PASS	
OREGON CENTER FOR ADVANCED T	OR	MANAGEMENT SERVICES, DBA	OR
UNIVERSITY OF PORTLAND	OR	SPIRIT WIRELESS	OR
PORTLAND ACTORS CONSERVATORY	OR	KARTINI CLINIC	OR
UNIVERSITY OF OREGON ATHLETICS DEPARTMENT	OR	ASTRA	OR
ECOLA BIBLE SCHOOL	OR	BEIT HALLEL	OR
WARNERPACIFIC COLG	OR	CVALCO	OR
BETA OMEGA ALUMNAE	OR	ELDERHEALTH AND LIVING	OR
		OREGON CORRECTIONS ENTERPRISES	OR

OREGON STATE HOSPITAL	OR	SUNRISE WATER	
OFFICE OF PUBLIC DEFENSE		AUTHORITY	OR
SERVICES	OR	MOUNTAIN VALLEY	
CLATSKANIE PEOPLE'S		THERAPY	OR
UTILITY DISTRICT	OR	EASTERN OREGON TRADE	
PIONEER COMMUNITY		AND EVENT CENTER	OR
DEVELOPMENT	OR	WASTE-PRO	OR
MARION COUNTY HEALTH		NPKA	OR
DEPT	OR	IBEW280	OR
RICOH USA	OR	CONFEDERATED TRIBES OF	
HEARTFELT OBSTETRICS &		WARM SPRINGS	OR
GYNECOLOGY	OR	POINT WEST CREDIT UNION	OR
COQUILLE ECONOMIC		OREGON STATE CREDIT	
DEVELOPMENT		UNION	OR
CORPORATION	OR	PIONEER TELEPHONE	
CITY/COUNTY INSURANCE		COOPERATIVE	OR
SERVICE	OR	HALSEY-SHEDD FIRE	
COMMUNITY CYCLING		DISTRICT	OR
CENTER	OR	NORTHWEST POWER AND	
SHANGRI LA	OR	CONSERVATION COUNCIL	OR
PORTLAND IMPACT	OR	OREGON FUNERAL	
EAGLE FERN CAMP	OR	DIRECTORS ASSOCIATION	OR
KLAMATH FAMILY HEAD		NEZ PERCE TRIBE	OR
START	OR	OBSIDIAN URGENT CARE,	
RIVER CITY DANCERS	OR	P.C.	OR
OREGON PERMIT		FIRST PRESBYTERIAN	
TECHNICAL ASSOCIATION	OR	CHURCH OF LA GRANDE	OR
KEIZER EAGLES AERIE 3895	OR	CONFLUENCE	
PGMA/CATHIE BOURNE	OR	ENVIRONMENTAL CENTE	OR
SUNRISE WATER	OR	A&I BENEFIT PLAN	
BURNS PAIUTE TRIBE	OR	ADMINISTRATORS, INC.	OR
OREGON PUBLIC		K CHURCHILL ESTATES	OR
BROADCASTING	OR	CSC HEAD START	OR
LA GRANDE FAMILY		NORTHWEST VINTAGE CAR	
PRACTICE	OR	AND MOTORCYCLE	OR
LINN BENTON LINCOLN		CRESCENT GROVE	
EDUCATIONAL SERVICES		CEMETERY	OR
DISTRICT	OR	IONE HIGH SCHOOL	OR
SHERMAN COUNTY SCHOOL		PORT OF TOLEDO	OR
DISTRICT	OR	ROSEBURG POLICE	
RICOH USA	OR	DEPARTMENT	OR
SPHERE MD	OR	MOLALLA RURAL FIRE	
BIENESTAR, INC.	OR	PROTECTION DISTRICT	OR
SOLUTINS YES	OR	MONMOUTH -	
		INDEPENDENCE NETWORK	OR

EUGENE WATER & ELECTRIC BOARD	OR	PORT OF TILLAMOOK BAY	OR
MALIN COMMUNITY PARK AND RECREATION DISTRICT	OR	TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE METROPOLITAN EXPOSITION-RECREATION COMMISSION	OR
TILLAMOOK PEOPLES UTILITY DISTRICT	OR	REGIONAL AUTOMATED INFORMATION NETWORK	OR
GLADSTONE POLICE DEPARTMENT	OR	OAK LODGE WATER DISTRICT	OR
GOLD BEACH POLICE DEPARTMENT	OR	THE PORT OF PORTLAND	OR
THE NEWPORT PARK AND RECREATION CENTER	OR	WILLAMALANE PARK AND RECREATION DISTRICT	OR
RIVERGROVE WATER DISTRICT	OR	TUALATIN VALLEY WATER DISTRICT	OR
TUALATIN VALLEY FIRE & RESCUE	OR	UNION SOIL & WATER CONSERVATION DISTRICT	OR
GASTON RURAL FIRE DEPARTMENT	OR	LANE EDUCATION SERVICE DISTRICT	OR
CITY COUNTY INSURANCE SERVICES	OR	TUALATIN HILLS PARK AND RECREATION DISTRICT	OR
SOUTH SUBURBAN SANITARY DISTRICT	OR	PORT OF SIUSLAW	OR
SOUTH FORK WATER BOARD	OR	CHEHALEM PARK AND RECREATION DISTRICT	OR
SUNSET EMPIRE PARK AND RECREATION	OR	PORT OF ST HELENS	OR
SPRINGFIELD UTILITY BOARD	OR	LANE TRANSIT DISTRICT	OR
TILLAMOOK URBAN RENEWAL AGENCY	OR	CENTRAL OREGON INTERGOVERNMENTAL COUNCIL	OR
NETARTS WATER DISTRICT	OR	HOODLAND FIRE DISTRICT NO.74	OR
OAK LODGE SANITARY DISTRICT	OR	MID COLUMBIA COUNCIL OF GOVERNMENTS	OR
BOARDMAN RURAL FIRE PROTECTION DISTRICT	OR	WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT	OR
TUALATIN SOIL AND WATER CONSERVATION DISTRICT	OR	SALEM AREA MASS TRANSIT DISTRICT	OR
SILVERTON FIRE DISTRICT	OR	BANKS FIRE DISTRICT #13	OR
LEWIS AND CLARK RURAL FIRE PROTECTION DISTRICT	OR	KLAMATH COUNTY 9-1-1	OR
RAINBOW WATER DISTRICT	OR	GLENDALE RURAL FIRE DISTRICT	OR
ILLINOIS VALLEY FIRE DISTRICT	OR	COLUMBIA 911 COMMUNICATIONS DISTRICT	OR
CLATSKANIE RFPD	OR		

CLACKAMAS RIVER WATER	OR	LONG CREEK SCHOOL	
NW POWER POOL	OR	DISTRICT	OR
LOWELL RURAL FIRE		CITY OF SUBLIMITY	OR
PROTECTION DISTRICT	OR	CITY OF CENTRAL POINT	
TRIMET TRANSIT	OR	PARKS AND RECREATION	OR
ESTACADA RURAL FIRE		GEARHART FIRE	
DISTRICT	OR	DEPARTMENT	OR
KEIZER FIRE DISTRICT	OR	WOODBURN CITY OF	OR
STATE ACCIDENT		BROOKINGS FIRE / RESCUE	OR
INSURANCE FUND		CITY OF VENETA	OR
CORPORATION	OR	CITY OF DAMASCUS	OR
BEND METRO PARK &		HERMISTON FIRE &	
RECREATION DISTRICT	OR	EMERGENCY SVCS	OR
PORT OF HOOD RIVER	OR	CEDAR MILL COMMUNITY	
LA PINE PARK &		LIBRARY	OR
RECREATION DISTRICT	OR	CITY OF LAKE OSWEGO	OR
BROOKINGS- HARBOR		LEAGUE OF OREGON CITIES	OR
SCHOOL DISTRICT 17C	OR	CITY OF SANDY	OR
SIUSLAW PUBLIC LIBRARY		CITY OF ASTORIA OREGON	OR
DISTRICT	OR	CITY OF BEAVERTON	OR
TRI-COUNTY		CITY OF BOARDMAN	OR
METROPOLITAN		CITY OF CANBY	OR
TRANSPORTATION		CITY OF CANYONVILLE	OR
DISTRICT OF OREGON		CITY OF CENTRAL POINT	
("TRIMET")	OR	POLICE DEPARTMENT	OR
COLUMBIA RIVER FIRE &		CITY OF CLATSKANIE	OR
RESCUE	OR	CITY OF CONDON	OR
FERN RIDGE LIBRARY		CITY OF COOS BAY	OR
DISTRICT	OR	CITY OF CORVALLIS	OR
BEND PARK AND		CITY OF CRESWELL	OR
RECREATION DISTRICT	OR	CITY OF ECHO	OR
PORT OF GARIBALDI	OR	CITY OF ESTACADA	OR
SEAL ROCK WATER		CITY OF EUGENE	OR
DISTRICT	OR	CITY OF FAIRVIEW	OR
ROCKWOOD WATER P.U.D.	OR	CITY OF GEARHART	OR
TILLAMOOK FIRE DISTRICT	OR	CITY OF GOLD HILL	OR
TILLAMOOK COUNTY		CITY OF GRANTS PASS	OR
TRANSPORTATION DIST	OR	CITY OF GRESHAM	OR
CENTRAL LINCOLN		CITY OF HILLSBORO	OR
PEOPLE'S UTILITY DISTRICT	OR	CITY OF HOOD RIVER	OR
JEFFERSON PARK AND		CITY OF JOHN DAY	OR
RECREATION	OR	CITY OF KLAMATH FALLS	OR
CITY OF MONMOUTH /		CITY OF LA GRANDE	OR
PUBLIC WORKS	OR		
MCMINNVILLE POLICE			
DEPARTMENT	OR		

CITY OF MALIN	OR	CITY OF ADAIR VILLAGE	OR
CITY OF MCMINNVILLE	OR	CITY OF WILSONVILLE	OR
CITY OF HALSEY	OR	CITY OF HAPPY VALLEY	OR
CITY OF MEDFORD	OR	CITY OF SHADY COVE	OR
CITY OF MILL CITY	OR	CITY OF LAKESIDE	OR
CITY OF MILWAUKIE	OR	CITY OF MILLERSBURG	OR
CITY OF MORO	OR	CITY OF GATES	OR
CITY OF MOSIER	OR	KEIZER POLICE	
CITY OF NEWBERG	OR	DEPARTMENT	OR
CITY OF OREGON CITY	OR	CITY OF DUNDEE	OR
CITY OF PILOT ROCK	OR	CITY OF AURORA	OR
CITY OF POWERS	OR	THE CITY OF NEWPORT	OR
RAINIER POLICE		CITY OF ALBANY	OR
DEPARTMENT	OR	CITY OF ASHLAND	OR
CITY OF REEDSPORT	OR	CITY OF LEBANON	OR
CITY OF RIDDLE	OR	CITY OF PORTLAND	OR
CITY OF SCAPPOOSE	OR	CITY OF SALEM	OR
CITY OF SEASIDE	OR	CITY OF SPRINGFIELD	OR
CITY OF SILVERTON	OR	METRO	OR
CITY OF STAYTON	OR	CITY OF BURNS	OR
CITY OF TROUTDALE	OR	CITY OF COTTAGE GROVE	OR
CITY OF TUALATIN,		CITY OF DALLAS	OR
OREGON	OR	CITY OF FALLS CITY	OR
CITY OF WARRENTON	OR	CITY OF PHOENIX	OR
CITY OF WEST LINN/PARKS	OR	CITY OF PRAIRIE CITY	OR
CITY OF WOODBURN	OR	CITY OF REDMOND	OR
CITY OF TIGARD, OREGON	OR	CITY OF SHERWOOD	OR
CITY OF AUMSVILLE	OR	CITY OF JUNCTION CITY	OR
CITY OF PORT ORFORD	OR	CITY OF FLORENCE	OR
CITY OF EAGLE POINT	OR	COLUMBIA GORGE	
CITY OF WOOD VILLAGE	OR	COMMUNITY	OR
ST. HELENS, CITY OF	OR	CITY OF DAYTON	OR
CITY OF WINSTON	OR	CITY OF CARLTON	OR
CITY OF COBURG	OR	CITY OF PENDLETON	
CITY OF NORTH PLAINS	OR	CONVENTION CENTER	OR
CITY OF GERVAIS	OR	CITY OF MONMOUTH	OR
CITY OF YACHATS	OR	CITY OF PHILOMATH	OR
FLORENCE AREA CHAMBER		CITY OF SHERIDAN	OR
OF COMMERCE	OR	SEASIDE PUBLIC LIBRARY	OR
PORTLAND DEVELOPMENT		CITY OF YONCALLA	OR
COMMISSION	OR	LA GRANDE POLICE	
CITY OF CANNON BEACH OR	OR	DEPARTMENT	OR
CITY OF ST. PAUL	OR	COVE CITY HALL	OR

NW PORTLAND INDIAN HEALTH BOARD	OR	CITY OF PORTLAND PARKS BUREAU	OR
PORTLAND PATROL SERVICES	OR	CITY OF ASTORIA PARKS DEPT.	OR
CITY OF BEND	OR	SEASIDE FIRE & RESCUE	OR
CITY OF COQUILLE	OR	FLORENCE POLICE DEPARTMENT	OR
CITY OF MOLALLA	OR	CITY OF NORTH BEND	OR
ROCKWOOD WATER PEOPLE'S UTILITY DISTRICT	OR	CITY OF UNION	OR
CITY OF ST. HELENS	OR	CITY OF NEHALEM	OR
CITY OF NORTH POWDER	OR	CITY OF RICHLAND	OR
CITY OF EUGENE	OR	CITY OF LINCOLN CITY	OR
CITY OF CORNELIUS, OR TOLEDO POLICE DEPARTMENT	OR	CITY OF DONALD	OR
SPRINGFIELD PUBLIC LIBRARY	OR	CITY OF MILTON-FREEWATER	OR
CITY OF INDEPENDENCE	OR	CITY OF MADRAS	OR
CITY OF CASCADE LOCKS	OR	CITY OF SCIO	OR
CITY OF COLUMBIA CITY	OR	CITY OF FOREST GROVE	OR
CITY OF BAKER CITY	OR	CITY GOVERNMENT	OR
MCMINNVILLE WATER & LIGHT	OR	CITY OF MT. ANGEL ALBANY POLICE DEPARTMENT	OR
CITY OF PENDLETON PARKS & RECREATION	OR	UMATILLA ELECTRIC COOPERATIVE	OR
CITY OF HEPPNER	OR	WATER ENVIRONMENT SERVICES	OR
CITY OF SWEETHOME	OR	POLK COUNTY FIRE DISTRICT NO.1	OR
CITY OF THE DALLES	OR	CLATSOP CARE HEALTH DISTRICT-CLATSOP RETIREMENT VILLAGE	OR
CLACKAMAS FIRE DIST#1	OR	NETARTS-OCEANSIDE RFPD	OR
DESCHUTES PUBLIC LIBRARY	OR	UIUC	OR
STAYTON FIRE DISTRICT	OR	ROGUE RIVER FIRE DISTRICT	OR
LAKE COUNTY CHAMBER OF COMMERCE INC	OR	AURORA RURAL FIRE DISTRICT	OR
CITY OF ONTARIO	OR	TILLAMOOK COUNTY EMERGENCY COMMUNICATIONS DISTRICT	OR
CITY OF CORVALLIS PARKS AND RECREATION	OR	SOUTHERN COOS HOSPITAL	OR
NORTH LINCOLN FIRE & RESCUE #1	OR	OREGON CASCADES WEST COUNCIL OF GOVERNMENTS	OR
GRESHAM POLICE DEPARTMENT	OR		
CITY OF HARRISBURG	OR		
GLADSTONE PUBLIC LIBRARY	OR		

MULTOMAH COUNTY		CLACKAMAS COUNTY	
DRAINAGE DISTRICT #1	OR	WATER ENVIRONMENT	
PORT OF BANDON	OR	SERVICES	OR
OR INT'L PORT OF COOS		AMITY FIRE DISTRICT	OR
BAY	OR	CENTRAL OREGON	
MID-COLUMBIA CENTER		COMMUNITY COLLEGE	OR
FOR LIVING	OR	UMPQUA COMMUNITY	
DESCHUTES COUNTY RFPD		COLLEGE	OR
NO.2	OR	LANE COMMUNITY	
YOUNGS RIVER LEWIS AND		COLLEGE	OR
CLARK WATER DISTRICT	OR	MT. HOOD COMMUNITY	
PACIFIC STATES MARINE		COLLEGE	OR
FISHERIES COMMISSION	OR	LINN-BENTON COMMUNITY	
CENTRAL OREGON		COLLEGE	OR
IRRIGATION DISTRICT	OR	SOUTHWESTERN OREGON	
MARION COUNTY FIRE		COMMUNITY COLLEGE	OR
DISTRCT #1	OR	PORTLAND COMMUNITY	
COLUMBIA RIVER PUD	OR	COLLEGE	OR
SANDY FIRE DISTRICT NO.		CHEMEKETA COMMUNITY	
72	OR	COLLEGE	OR
BAY AREA HOSPITAL		ROGUE COMMUNITY	
DISTRICT	OR	COLLEGE	OR
NEAH KAH NIE WATER		COLUMBIA GORGE	
DISTRICT	OR	COMMUNITY COLLEGE	OR
PORT OF UMPQUA	OR	TILLAMOOK BAY	
EAST MULTNOMAH SOIL		COMMUNITY COLLEGE	OR
AND WATER		KLAMATH COMMUNITY	
CONSERVANCY	OR	COLLEGE DISTRICT	OR
BENTON SOIL & WATER		OREGON COAST	
CONSERVATION DISTRICT	OR	COMMUNITY COLLEGE	OR
DESCHUTES PUBLIC		CLATSOP COMMUNITY	
LIBRARY SYSTEM	OR	COLLEGE	OR
CLEAN WATER SERVICES	OR	NORTH PORTLAND BIBLE	
NORTH DOUGLAS COUNTY		COLLEGE	OR
FIRE & EMS	OR	OREGON COMMUNITY	
CROOKED RIVER RANCH		COLLEGE ASSOCIATION	OR
RURAL FIRE PROTECTION		UMPQUA VALLEY PUBLIC	
DISTRICT	OR	DEFENDER	OR
PARROTT CREEK CHILD &		TEACHER STANDARDS AND	
FAM	OR	PRACITICES COMMISSION	OR
SOUTH LANE COUNTY FIRE		SALEM KEIZER SCHOOL	
AND RESCUE	OR	DISTRICT PURCHASING	OR
MILL CITY RFPD	OR	KDRV CHANNEL 12	OR
LAKE CHINOOK FIRE &		OPTA OREGON PERMIT	
RESCUE	OR	TECHNICIAN	OR

OREGON FOREST		OREGON FOREST	
RESOURCES INSTITUTE	OR	INDUSTRIES COUNCIL	OR
OFFICE OF THE ONG TERM		OREGON TRADESWOMEN	OR
CARE OMBUDSMAN	OR	OREGON CONVENTION	
OREGON STATE LOTTERY	OR	CENTER	OR
OREGON TOURISM		OREGON SCHL BRDS	
COMMISSION	OR	ASSOCIAT	OR
OREGON STATE POLICE	OR	CENTRAL OREGON HOME	
OFFICE OF THE STATE		HEALTH AND HOS	OR
TREASURER	OR	OREGON HEALTH CARE	
OREGON DEPT. OF		QUALITY COR	OR
EDUCATION	OR	OREGON DEPARTMENT OF	
SEIU LOCAL 503, OPEU	OR	HUMAN SERVICES	OR
OREGON DEPARTMENT OF		OREGON AIR NATIONAL	
FORESTRY	OR	GUARD	OR
OREGON STATE DEPT OF		TRAINING & EMPLOYMENT	OR
CORRECTIONS	OR	STATE OF OREGON -	
OREGON CHILD		DEPARTMENT OF	
DEVELOPMENT COALITION	OR	ADMINISTRATIVE SERVICES	OR
OFFICE OF MEDICAL		AGING AND PEOPLE WITH	
ASSISTANCE PROGRAMS	OR	DISABILITIES	OR
OREGON OFFICE OF		DEPARTMENT OF	
ENERGY	OR	ADMINISTRATIVE SERVICES	OR
OREGON STATE BOARD OF		OREGON STATE TREASURY	OR
NURSING	OR	OREGON STATE FAIR	
BOARD OF MEDICAL		COUNCIL	OR
EXAMINERS	OR	OREGON DEQ	OR
OREGON LOTTERY	OR	PROCUREMENT	
OREGON BOARD OF		SERVICES/DAS	OR
ARCHITECTS	OR	STATE OF OREGON	OR
SANTIAM CANYON		OREGON JUDICIAL	
COMMUNICATION CENTER	OR	DEPARTMENT	OR
OREGON DEPT OF		OREGON STATE BOARD OF	
TRANSPORTATION	OR	ARCHITECT EXAMINERS	OR
OREGON TRAVEL		OREGON BOARD OF	
INFORMATION COUNCIL	OR	CHIROPRACTIC EXAMINERS	OR
OREGON DEPARTMENT OF		CITY OF ASTORIA FIRE	
EDUCATION	OR	DEPARTMENT	OR
OREGON DEPT. OF		COLUMBIA GORGE ESD	OR
CORRECTIONS	OR	NEHALEM BAY	
DEPARTMENT OF		WASTEWATER	OR
ADMINISTRATIVE SERVICES	OR	ASSOCIATION OF OREGON	
OREGON BOARD OF		COMMUNITY MENTAL	
MASSAGE THERAPISTS	OR	HEALTH PROGRAMS	OR
		VA	OR



US FISH AND WILDLIFE SERVICE	OR
BONNEVILLE POWER ADMINISTRATION	OR
BUREAU OF LAND MANAGEMENT	OR
OREGON ARMY NATIONAL GUARD	OR
USDA FOREST SERVICE	OR
123D FIGHTER SQUADRON	OR
YELLOWHAWK TRIBAL HEALTH CENTER	OR
ANGELL JOB CORPS	OR
COQUILLE INDIAN HOUSING AUTHORITY	OR
COLLEGE HOUSING NORTHWEST	OR
HOUSING AUTHORITY OF CLACKAMAS COUNTY	OR
HOUSING AUTHORITY OF PORTLAND	OR
WEST VALLEY HOUSING AUTHORITY	OR
HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY	OR
NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY	OR
MARION COUNTY HOUSING AUTHORITY	OR
HOUSING AUTHORITY OF THE CITY OF SALEM	OR
HOUSING AUTHORITY OF YAMHILL COUNTY	OR
THE HOUSING AUTHORITY OF THE COUNTY OF UMATILLA	OR
HOMEFORWARD	OR

|

## 5.15 FEMA STANDARD TERMS AND CONDITIONS ADDENDUM

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency (“FEMA”) grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 (“44 CFR 13”).

In addition, Contractor agrees to the following specific provisions:

1. Pursuant to 44 CFR 13.36(i)(1), the Port is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor’s compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
2. Pursuant to 44 CFR 13.36(i)(2), the Port may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
3. Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
  - a. Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor (“DOL”) regulations (41 CFR Ch. 60);
  - b. Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
  - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
  - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);
  - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
  - f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
4. Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.

5. Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:

a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the Port and be disposed of in accordance with Port policy. The Port, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.

6. Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:

a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:

- (1) The copyright in any work developed under a grant or contract; and
- (2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.

7. Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as the Port deems necessary, Contractor shall permit the Port, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.

8. Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or the Port makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

## **5.16 COMMUNITY DEVELOPMENT BLOCK GRANT ADDENDUM**

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Contractor shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Contractor shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

## **5.17 UNIFORM ADMINISTRATIVE REQUIREMENTS**

By entering into this Contract the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM GUIDANCE ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.

**Schedule 1**  
Pricing Scenario #1  
(Attached as a Separate Document)

**Schedule 2**  
Pricing Scenario #2  
(Attached as a Separate Document)

### Schedule 3

#### CERTIFICATION OF TRADE SECRET

Port of Portland Solicitation Name: \_\_\_\_\_

Port of Portland Solicitation Number: \_\_\_\_\_

Provider Name: \_\_\_\_\_

Authorized Representative: Name (print): \_\_\_\_\_

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

E-mail: \_\_\_\_\_

The authorized representative named above certifies as follows:

1. I am an authorized representative of the proposer and the proposer has approved of my submittal of this certification.
2. I understand that the proposal is a public record subject to disclosure in its entirety under the Oregon Public Records Law (192.410 through 192.505) except where **specifically** exempt from disclosure, as described in more detail in Section 0 of the RFP.
3. I have read and am familiar with ORS 192.501(2), which conditionally exempts “trade secrets” from public disclosure.<sup>1</sup>
4. I have read and am familiar with the proposal and I believe in good faith that all information specifically marked as “exempt from disclosure” in the proposal constitutes trade secrets, unless a different exemption is claimed.
5. I am aware that, pursuant to Section 0 of the RFP, improperly marked proposals are subject to disclosure in their entirety without any independent review by the Port and without notice to the proposer.

\_\_\_\_\_  
Signature of Authorized Representative

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

<sup>1</sup> For ease of reference, ORS 192.501(2) states as follows: “‘Trade secrets,’ as used in this section, may include, but are not limited to, any formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information which is not patented, which is known only to certain individuals within an organization and which is used in a business it conducts, having actual or potential commercial value, and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it.” (2013)



**Schedule 4**

**PORT OF PORTLAND  
PROPOSAL FORM**

**ENERGY SAVINGS PERFORMANCE CONTRACTING SERVICES AND EQUIPMENT ON A  
REQUIREMENTS BASIS**

Solicitation Number 2017-7473

The Supplier named below submits this proposal in response to the Port’s Request for Proposals (RFP) for the contract named above.

The Supplier warrants that the Supplier has carefully reviewed the RFP and that this proposal represents the Supplier’s full response to the requirements described in the RFP. The Supplier further warrants that if this proposal is accepted, the Supplier will contract with the Port, agrees to all terms and conditions found in the attached Schedule 4 Sample Master Agreement Contract, and will provide all necessary labor, materials, equipment, and other means required to complete the work in accordance with the requirements of the RFP and contract documents.

The Supplier further warrants that the Supplier has not and will not discriminate, in violation of ORS 279A.110, or any other local, state or federal law, against any minority, women service-disabled veteran or emerging small business enterprise or other protected individuals, in the development or presentation of this proposal, or in obtaining any required subcontract.

The Supplier hereby acknowledges the requirement to carry or indicates the ability to obtain the insurance required Schedule in the General Conditions. Indicate in the affirmative by initialing here:

\_\_\_\_\_

The Supplier hereby acknowledges receipt of Addendum Nos. \_\_\_\_, \_\_\_\_, \_\_\_\_, \_\_\_\_, \_\_\_\_ to this RFP.

Name of Supplier: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

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

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

Printed/Typed Name: \_\_\_\_\_

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

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

**Schedule 5**  
**Sample Master Agreement**

**CONTRACT NO.**  
This number must appear  
on all invoices

**PORT OF PORTLAND**  
**PERSONAL SERVICES CONTRACT**  
**RFP Standard**  
**INVESTMENT GRADE AUDIT REPORT AND PROJECT DEVELOPMENT**  
**PROPOSAL**

**Parties:** Port of Portland ("Port")  
P.O. Box 3529  
Portland, Oregon 97208

Port of Portland ("Provider")  
[Address]  
[City, State, Zip]

**RECITALS**

- A. The Port issued Request for Proposals No. 2017-7473 (the "RFP"), inviting proposals from experienced Providers for RFP Standard (the "Services").
- B. Provider submitted a written proposal in response to the RFP.
- C. The Port evaluated all proposals submitted in response to the RFP and selected Supplier as a provider for the Services
- D. The Services expected to be provided under this Contract will be an Investment Grade Audit and Project Development Proposal in order to determine the feasibility of entering into an Energy Savings Performance Contract to provide for installation and implementation of energy, demand, water, and operational saving measures at Port facilities.
- E. The Port does not currently contemplate immediate work under this Contract, and does not guarantee any work will be performed under this Contract. At the time the Port determines the need for Services, the Port will issue a Task Order against this Contract to initiate the Work.
- F. Should the resulting work demonstrate that energy, demand, water and operational saving measures are determined to be feasible, and if the amount of savings can be reasonably sufficient to cover all costs, as defined by the Port, associated with an Energy Savings Performance Contracting project, the Port and Supplier may negotiate a separate Contract for those services, to include design, construction (e.g. design/build), install, implement, maintain and measure and verify savings from such energy, water and operating saving measures. The form of the Contract shall be negotiated between the parties and shall incorporate all State and local requirements for such work, and may include, without limitation, a requirement to provide performance and payment bonds, to pay prevailing wages, provide certified payroll reports, and provide a public works bond. The general form of the Energy Savings Performance Contract is not specified in this Contract, but may incorporate some or all of the provisions found in the U.S. Department of

Energy's Model Energy Savings Performance Contract, found through the following link: <https://www.energy.gov/eere/slsc/downloads/model-energy-savings-performance-contract-schedules-and-exhibits>

## **AGREEMENT**

### **1. TERM**

The term of this Personal Services Contract (the "Contract") shall commence on December 1, 2017 or the date that this Contract is fully executed by both parties, whichever is later, and shall expire on December 3, 2023, unless sooner terminated under the provisions of this Contract. The Port shall have the option, exercisable sequentially and unilaterally by the Port, in its sole discretion, to extend the term of this Contract for an additional five years. The Port may exercise an option to extend the term by giving Supplier written notice no later than fourteen calendar days prior to the then-current expiration date. Expiration of the Contract term does not excuse Supplier's duty to provide all Services relating to work initiated prior to the expiration date, and the completion of those Services shall be subject to the terms of this Contract.

### **2. SERVICES**

#### **2.1 Generally**

The nature, scope, and performance specifications of the Services and the required time specifications for Supplier's performance under this Contract are set forth on the attached Schedule 2.1, General Scope of Services.

#### **2.2 Task Orders**

Detailed statements of discrete Services, tasks and the required time of performance for such Services will be set forth by individual Task Orders. Certain Task Order requirements follow:

##### **2.2.1 Form; Content**

Task Orders must be in writing and must be agreed upon and executed by the parties before the applicable Services commence. Each Task Order must include, without limitation: (a) a detailed statement of the scope of work; (b) a performance schedule stating applicable dates and time periods; (c) a detailed, line-item budget clearly stating labor and equipment costs (by classifications) and other charges consistent with this Contract's compensation terms; and (d) a list of Supplier's staff that will be working on the Task Order work scope. Task Orders must be completed in substantially the form set forth on the attached Schedule 2.2.1.

##### **2.2.2 Execution Process**

Task Orders must be signed by all Supplier representatives as required on the Task Order form before being sent to the Port's Project Manager for completion, approval, and Port signatures.

##### **2.2.3 Deviations**

Supplier shall not deviate from a Task Order's scope, budget, or schedule without a written Task Order amendment signed by both parties.

### **2.3 Federally-Funded Services**

A Task Order shall indicate whether the assigned task is to be funded in part by the federal government. If the task is to be funded in part by the federal government, additional contract

provisions will apply, as required by the federal government. Those additional contract provisions may include, but not be limited to, a requirement to pay U.S. Department of Labor prevailing wages for Services performed under the Task Order. All additional contract provisions resulting from federal funding will be set forth in Schedule 2.3, as they relate to the Services performed under that Task Order.

## **2.4 Representations and Warranties**

In addition to the other representations and warranties set forth in this Contract, Supplier represents and warrants to the Port that: (a) the Services shall be performed in accordance with the same professional skill, care, diligence, standards, and generally accepted professional practices as other professionals performing the same or similar services in the same or similar localities under similar conditions; (b) Supplier has reviewed and is familiar with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the performance of the Services; (c) Supplier will comply with all such laws, regulations, executive orders, and ordinances; and (d) Supplier's employees are trained in the proper safety procedures for the performance of the Services.

## **2.5 Time of Essence**

Supplier shall at all times perform the Services diligently and without delay and shall punctually fulfill all Contract requirements. Time is of the essence with respect to all dates and time periods in this Contract and in any Task Order.

## **2.6 Written Reports**

Supplier's written reports shall be free from defects in factual statements, logic, grammar, syntax, punctuation, and spelling. Such defects undermine the purposes of reports by bringing into question the competence of the authors and reflect adversely on the Port when Supplier's reports are made public. Supplier shall correct such errors at no cost to the Port. In-text citations must be provided for the sources of facts upon which opinions or analyses presented in written reports are based.

## **2.7 Deviation from Means and Methods**

As between the Port and Supplier, Supplier shall be solely responsible for the means and methods employed by Supplier and its subcontractors, if any, in performing the Services. Notwithstanding the fact that Supplier is solely responsible for such means and methods, Supplier shall obtain the Port's prior consent before substantially deviating from any means, methods, or procedures which may be set forth in this Contract or otherwise communicated to the Port by Supplier as Supplier's intended course of action in performing the Services.

## **2.8 Services Performed by Subcontractors**

Supplier shall be responsible for the quality of the work performed by any subcontractors employed by Supplier to perform any part of the Services, and shall ensure that Supplier's subcontractors comply with the terms and conditions of this Contract. For purposes of this Contract, the term "subcontractor" includes but is not limited to a firm with which Supplier contracts for services necessary or convenient for Supplier's performance of the Services.

## **2.9 Duty to Inform**

Supplier shall give the Port prompt written notice if, at any time during the term of this Contract or the performance of the Services, Supplier becomes aware of any actual or potential problems, faults, or defects in the Services, any nonconformance with this Contract, or any violation of any

federal, state, or local law, rule, or regulation, or Supplier has any objection to any decision or order made by the Port. Any delay or failure on the part of the Port to provide a written response to Supplier shall constitute neither agreement with nor acquiescence of Supplier's statement or claim and shall not constitute a waiver of any of the Port's rights.

### **3. COMPENSATION**

#### **3.1 Payment through Performance Contract**

The Port shall have no payment obligations under this Contract provided that Supplier and Port execute an Energy Savings Performance Contract within 120 days, after issuance of the Notice of Acceptance of Investment Grade Audit Report and Project Development Proposal, attached as Schedule 3.1, except that the fee indicated in Basis and Maximum Amount (Section 3.3) shall be incorporated into Supplier's project costs and paid through the Energy Savings Performance Contract.

#### **3.2 Project with Insufficient Savings**

The Port shall have no payment obligations under this Contract in the event that Supplier's final Investment Grade Audit and Project Development Proposal does not contain a package of energy, water and operating savings measures which, if implemented and as meeting terms of the General Scope of Work, Schedule 2.1 Attachment A, Guidelines and Requirements, will provide the Port with cash savings sufficient to fund the Port's payments of all costs and fees associated with the Energy Savings Performance Contract including 1) the fee associated with the Investment Grade Audit, 2) all monthly payments on any lease purchase agreement to finance the measures, if any, and 3) any annual fees for monitoring and maintenance incurred by Supplier.

Should Supplier determine at any time during the Investment Grade Audit that savings cannot be attained to meet these terms, the Investment Grade Audit will be terminated by written notice by Supplier to the Port. In this event this Contract shall be cancelled and the Port shall have no obligation to pay, in whole or in part, the amount specified in Section 3.3, Compensation to Supplier- Basis and Maximum Amount.

#### **3.3 Compensation to Supplier- Basis and Maximum Amount**

Except as provided for in Subsections 3.1 and 3.2 above, within 120 days after the Port's Notice of Investment Grade Audit and Project Development Proposal attached as Schedule 3.1, the Port shall pay to Supplier a sum not to exceed \$\_\_\_\_\_ based on a maximum of [square footage to be audited] gross square feet at [cost per square foot] per square foot of audited square-footage, as per Cost and Pricing, Schedule 3.3

The Port shall only pay for square-footage actually audited. The cost will be adjusted in the event that audited square footage is changed by either the Supplier or the Port. Supplier compensation is subject to acceptance of the audit report after issuance of the Notice of Acceptance of Investment Grade Audit Report and Project Development Proposal, Schedule 3.1, and after verification that the project can be financed either internally or through secondary financing.

#### **3.4 Prohibited Charges**

The following charges are not compensable and the Port may reject, without liability, invoices containing such charges as not due or payable: (a) Services that have not been authorized under a valid, active Task Order; and (b) rates that are not reflected in the Contract (as amended) or in a written, fully-executed Task Order. The Port must agree in writing to all rate changes before an

invoice is submitted containing the adjusted rate.

### **3.5 Expenses**

The Port will reimburse Supplier for all reasonable direct expenses actually incurred and necessary for the performance of Services, in accordance with the expense Reimbursement Guideline set forth on the attached Schedule 3.5 or as may otherwise be reasonably imposed by the Port by notice at any time. Any Supplier expense which deviates from the expense reimbursement policies set forth in this Contract will not be reimbursed without prior written approval by the Port Project Manager.

### **3.6 Subcontractor Hourly Rates**

#### **3.6.1 Rate Discounts**

Supplier shall seek discounts from its subcontractors and shall pass through to the Port all discounts allowed to Supplier by its subcontractors. The discounts shall be displayed on Supplier's invoices and in Supplier's reporting under Section 4.3.

#### **3.6.2 Subcontractor Rate Management**

If the Port is obligated by this Contract to reimburse Supplier for work performed by a subcontractor based upon hourly rates charged by the subcontractor, those hourly rates are subject to all of the provisions of this Section 3.6. If an hourly rate for work performed by a particular individual employed by Supplier or by a subcontractor is not specified by this Contract, the hourly rate for that individual shall be no higher than the lowest rate at which any client is charged for similar services by that individual and shall be subject to all other provisions of this Section 3.6. Supplier shall ensure that its contracts with subcontractors relating to the Services include provisions implementing the requirements of this Section 3.6, including but not limited to a provision consistent with Section 3.10 establishing the Port's right to audit subcontractor records to resolve any questions regarding subcontractor rates. Supplier shall ensure that its subcontractors with separate contracts directly with the Port for work outside the scope of this Contract charge Supplier for work under this Contract at rates no higher than the subcontractors charge the Port under those separate contracts.

#### **3.6.3 Allowable Subcontract Administrative Costs**

Supplier may charge the Port at the hourly rates established by this Contract for time spent supervising subcontractors and administering approved subcontracts, for additional insurance premiums necessitated by approved subcontracts, and for other actual direct costs necessitated by approved subcontracts.

### **3.7 No Additional Charges, Add-on Fees, or Markups**

Supplier and subcontractors at all tiers shall be entitled to no additional charges, add-on fees (including communication fees, telephone fees based upon a percentage of labor hours, or safety program fees), or markups on any charges under this Contract, including but not limited to markups on subcontract charges at all tiers for goods, services, direct labor costs, or expenses.

### **3.8 Double-Charging Not Allowed**

Supplier may not double-charge by the hour for work that also is included in Supplier's calculation of its overhead rate.

### **3.9 Payment of Claims by the Port**

If Supplier fails, neglects, or refuses to promptly pay any claim for labor or services furnished to Supplier or a subcontractor by any person in connection with this Contract as the claim becomes due; the Port may pay the amount due on the claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to Supplier under this Contract. The Port's payment of a claim under this subsection shall not relieve Supplier responsibility for such claim.

### **3.10 Audit Rights**

In addition to the Port's audit rights under Section 13.2 below, the Port may audit the books and records of Supplier and Supplier's subcontractors pertaining to the Services upon reasonable notice at any time to verify Supplier's compliance with this Section 3. If the Port determines that Supplier or Supplier's subcontractors were not in compliance with this Section 3, Supplier shall reimburse the Port for any amounts overpaid by the Port plus interest on the amount of the overpayment at the rate of 1.5 percent per month from the time the Port made the overpayment to the time Supplier reimburses the Port for the audit costs and the overpayment.

## **4. INVOICING; RELATED SUBMISSIONS**

### **4.1 Invoice Submissions**

Supplier shall invoice the Port no more than frequently than once monthly, and each monthly invoice must be received at the Port no later than twenty (20) calendar days following the last day of the preceding calendar month. Supplier shall submit invoices with all backup documentation, including but not limited to all documentation described in Section 4.2 below, to Accounts Payable, Port of Portland, P.O. Box 3529, Portland, Oregon 97208 or via email to [portinvoices@portofportland.com](mailto:portinvoices@portofportland.com).

### **4.2 Invoice Content; Information to be Included**

#### **4.2.1 Sample Invoice**

A sample form of invoice intended as a guide for Supplier is attached as Schedule 4.2.1 (the "Sample Invoice").

#### **4.2.2 Information to be Included**

Each of Supplier's invoices shall include:

**4.2.2.1** The Port-assigned Contract number and, if applicable, the Port-assigned Task Order number and the Task Order accounting information. Supplier shall include content such as original budget amount, charges to date, current invoice amount and remaining budget information.

**4.2.2.2** Copies of backup information for direct labor and direct expense costs, including copies of time sheets, equipment rental invoices, telephone charges, and similar expense charges allowed under the Expense Reimbursement Guideline.

**4.2.2.3** A separate display of all charges by any subcontractor and copies of the subcontractor's backup documentation, including the subcontractor's summary letter, detailed time sheets, and invoices.

**4.2.2.4** All information called for in the Sample Invoice that is not called for in this Section 4.2.2.

**4.2.2.5** A statement confirming Supplier's timely submission of subcontractor payment

information and utilization data as required under Section 4.3.

#### **4.3 Subcontractor Payment and Utilization Reporting**

Supplier shall report payment information and utilization data for subcontractors that perform any Services, using a Port-designated online reporting system. As of the effective date of this Contract, such system is accessible at: [www.portofportland.dbesystem.com](http://www.portofportland.dbesystem.com). Supplier must log in to an account in the system in order to submit reporting information. Reporting information must be submitted at least once monthly, concurrent with Supplier's invoice submission, or on such other frequency as the Port Project Manager (or his/her designee) may require. Supplier must designate a representative to administer the reporting function.

#### **4.4 Invoices Do Not Modify Contract Terms**

Provisions on Supplier's invoices that purport to modify or supplement the provisions of this Contract are void.

#### **4.5 No Compensation for Preparation**

The Port will not compensate Supplier for time spent preparing or submitting invoices or invoice supporting materials.

### **5. PAYMENT; NO WAIVER**

#### **5.1 Payment**

The Port will pay Supplier all undisputed amounts within thirty (30) days after the Port's receipt of Supplier's properly-completed invoice, or any shorter period required by law. The Port is not obligated to pay an invoice until all required supporting materials are submitted. Upon the Port's request Supplier will correct and re-issue invoices submitted to the Port that do not comply with this Contract's invoicing requirements. If corrections are required, the Port will transmit payment to Supplier within forty five (45) days after the Port's receipt of Supplier's corrected invoice, or any shorter period required by law.

#### **5.2 No Waiver**

By making monthly payments or final payment, the Port does not waive any of its rights to recover from Supplier any damages to which the Port may be entitled under this Contract or at common law for failure to perform precisely in accordance with this Contract, regardless of whether the basis for the damages is known or unknown to the Port at the time of payment.

### **6. NO MINIMUM AMOUNT OF WORK GUARANTEED**

The Port does not represent or warrant that Supplier will be assigned any particular amount of work under this Contract. Supplier acknowledges that the Port has no obligation to issue or enter into any Task Orders.

### **7. SUPPLIER IS INDEPENDENT CONTRACTOR**

Supplier is an independent contractor for all purposes and shall be entitled to no compensation other than the compensation expressly provided by this Contract. Neither, Supplier nor any partner, director, officer, manager, member, employee, subcontractor, or agents of Supplier will be deemed to be an employee of the Port. The Port will not withhold any taxes from any payments made to Supplier, and Supplier will be solely responsible for paying all applicable taxes arising out of or resulting from the performance of the Services, including but not limited to income, social security, worker's compensation, and employment insurance taxes. Supplier represents, warrants, and



covenants to the Port that, in the provision of the Services, Supplier is customarily engaged in, and will continue to customarily engage in, an independently established business as described in ORS 670.600(3).

## **8. CONTRACT ADMINISTRATORS AND PROJECT MANAGERS; NOTICES**

### **8.1 Contract Administrators**

The Port's Contract Administrator for this Contract is [Name], [###-###-####], [Email]. Supplier's Contract Administrator is [Name], [###-###-####], [Email]. Each party shall notify the other of any change in the party's Contract Administrator.

### **8.2 Project Managers**

Each Task Order shall designate a Port Project Manager. Each party shall notify the other of any change in the party's Project Manager.

### **8.3 Notices**

All notices or other correspondence required or permitted by this Contract shall be in writing, and must be directed to both the Contract Administrator and the Project Manager for the party to whom the notices or correspondence is intended at the e-mail addresses set forth above (or any other address that a party may designate by notice to the other party, including a physical or post office box address). Upon the Port's request, copies of Supplier's notices or other correspondence required or permitted by this Contract shall also be delivered to a designated recipient in the Port's Contracts and Procurement Department.

## **9. NO ASSIGNMENT**

Supplier may not assign any interest or delegate any obligation under this Contract without the Port's prior written consent. Any assignment or transfer attempted in violation of this Section 9 shall be void.

## **10. SUBCONTRACTING**

### **10.1 Written Consent**

Supplier may not subcontract any part of the Services without the Port's prior written consent. The Port may give such consent by this Contract or a written modification thereto, by a Task Order or a written modification thereto, or by e-mail from the Port's Project Manager to Supplier's Project Manager. Supplier must identify proposed subcontractors to the Port by written notice and give the Port a reasonable time within which to object to the use of the identified subcontractor. Supplier may not use a subcontractor to which the Port has objected. If the Port has not objected to a subcontractor within ten (10) business days after the Port's receipt of Supplier's notification, the Port shall be deemed not to have objected to the proposed subcontractor. The Port shall not be obligated to pay for any Services performed by a subcontractor to which the Port has objected, or by a subcontractor of which the Port was not given written notification and to which the Port would have objected, had Supplier given timely notice.

### **10.2 Port Review of Subcontractor Pricing**

Supplier shall allow, at the Port's request, the Port to review the pricing arrangement that would be established by any subcontract. The Port may disapprove a pricing arrangement that would result in a price that is not fair and reasonable under the circumstances.

## **11. CONFIDENTIALITY**

### **11.1 Confidential Information**

For purposes of this Contract, "confidential information" means all information related to the Port, the Services, the RFP, or this Contract that is or was received or accessed by Supplier, whether before or during the term of this Contract, including but not limited to all communications between the Port and Supplier relating to the Port, the Services, the RFP, or this Contract.

### **11.2 Use Restrictions**

Supplier will not use confidential information for any purpose without the Port's specific prior written authorization, except that Supplier may use confidential information as may be necessary to perform the Services.

### **11.3 Confidentiality**

Supplier will not disclose confidential information to any person without the Port's specific prior written authorization, except that Supplier may disclose confidential information: (a) on a need-to-know basis, to Supplier's own staff and to the staff of any Port-approved subcontractors, who are directly involved with the performance of the Services and who are informed by Supplier of the confidential nature of the confidential information and the obligations of Supplier under this Contract; or (b) in accordance with a judicial or other governmental order, but only if Supplier promptly notifies the Port of the order and complies with any applicable protective or similar order.

### **11.4 Sharing Information**

Supplier shall not share any information relating to the Services with any third party (such as a corporation or other business entity, service provider, governmental entity, or person) other than Supplier's approved subcontractors. If information relating to the Services needs to be shared with another party, Supplier shall provide that information to the Port for forwarding by the Port. The Port may authorize deviation from the foregoing requirements on a case-by-case basis, but Supplier shall not deviate from those requirements without the Port's prior written authorization. Supplier shall not communicate with representatives of any of the news media regarding Services; any such communications shall be exclusively by the Port. Supplier shall refer any public records requests received by Supplier or a subcontractor to the Port for response.

### **11.5 Subcontractors and Employees**

Supplier shall make diligent efforts and shall take all reasonably necessary steps to ensure that the confidentiality required by this Contract is protected by Supplier's subcontractors and the employees of Supplier and Supplier's subcontractors.

### **11.6 Notification**

Supplier will: (a) promptly notify the Port of any unauthorized use or disclosure of confidential information, or any other breach of this Section 11; and (b) assist the Port in every reasonable way to retrieve any confidential information that was used or disclosed by Supplier or any of Supplier's staff or the staff of any subcontractor without the Port's specific prior written authorization and to mitigate the harm caused by the unauthorized use or disclosure.

### **11.7 Exceptions**

Supplier will not breach Section 11.2 or Section 11.3 by using or disclosing Confidential Information if Supplier demonstrates that the information used or disclosed is generally available to the public other than as a result of a disclosure by Supplier or any of Supplier's staff or the staff

of any subcontractor.

### **11.8 Return of Confidential Information**

Upon the Port's request, or upon the expiration or termination of this Contract, Supplier will promptly return to the Port all materials furnished by the Port containing confidential information, together with all copies and summaries of confidential information in the possession or under the control of Supplier.

## **12. INTELLECTUAL PROPERTY; OWNERSHIP OF WORK; ELECTRONIC VERSION**

### **12.1 Definition**

For the purposes of this Section 12, a "Work" includes, but is not limited to, any document, drawing, paper, computer program, data, photograph, or image created by Supplier or Supplier's employees, subcontractors, or agents in connection with the Services.

### **12.2 Work Made for Hire; Assignment of Intellectual Property Rights**

If Supplier is required by this Contract to deliver a particular Work to the Port, the Work shall be deemed to be specially ordered and commissioned for use by the Port, and a work made for hire for copyright purposes to the extent it qualifies as such under applicable law. Whether or not the Work qualifies as a work made for hire, Supplier assigns to the Port Supplier's entire interest in the Work, including but not limited to all copyrights, trade secret rights, and other intellectual and proprietary rights in the Work. If Supplier has any rights to the Work that cannot be assigned to the Port, Supplier waives any right to assert such rights. At the request of the Port, Supplier will sign such documents and take such actions that the Port deems reasonably necessary to perfect, protect, and evidence the Port's rights in the Work. Supplier shall have a nonexclusive license to use the Work for purposes consistent with the Port's mission and operations.

### **12.3 Formats for Work**

If Supplier is required by this Contract to deliver a particular Work to the Port, Supplier shall simultaneously deliver a copy of the Work in an electronic format acceptable to the Port. Supplier shall verify the acceptable format prior to delivery. The data record layout of incoming data shall be dictated solely by the Port in order to meet Port requirements for standard data exchange. The Port reserves the right to change the data record layouts at any time. As of January 2016, the following are considered acceptable data record layout formats when doing business with the Port; however, it is Supplier's responsibility to verify the specific requirements of the format required for a specific work product:

- The Port typically operates within one release of the most current Microsoft Office version. As of June 2017, the Port is running Office 2016; upgrades and implementation of service packs occur regularly, however, and Supplier should verify appropriate format prior to submission, and should be prepared to have those formats change over the course of this Contract.
- When documents are drawings or aerial photos, the acceptable formats are adobe acrobat (.pdf), graphical formats (.jpg or .tif), or AutoCAD 2015 (.dwg). AutoCAD data must meet the Port CAD and BIM Standards. Exact version compatibility and acceptable versions should be verified with the Port prior to delivery.
- Tabled data is acceptable when delivered in MS Excel spreadsheet format (.xlsx).

- Data targeted for import purposes must conform to the specific database requirements pertaining to the particular data and system in question.
- Spatial or GIS data must meet the Port GIS Data Standards. These standards are updated frequently to meet local, regional, national and FAA requirements. Specific requirements for deliverables will be specified per contracted work and/or should be verified prior to delivery.
- Project schedules are accepted in MS Project format (.mpp). Verify current version in use with Port staff; in some instances, the Port may require project schedules in formats used by other project management solutions.

#### **12.4 Inspection**

The Port shall have the right, upon request, to inspect and copy any Work whatsoever, including but not limited to design documentation estimates, field notes, calculations, drafts, and Supplier's internal notes and communications. The Port shall have a perpetual, nonexclusive, royalty-free license to copy and otherwise use any such Work for Port purposes. Supplier shall provide access to any computer software or hardware in Supplier's possession or under Supplier's control that may be necessary to see or use a Work, provided that Supplier may charge a reasonable fee for the use of the software or hardware if the use occurs more than five (5) years after the expiration or termination of this Contract.

#### **12.5 Indemnification – Intellectual Property**

Supplier will indemnify, defend (using legal counsel acceptable to the Port), reimburse, and hold harmless the Port and the Port's commissioners, officers, employees, and agents for, from, and against all claims, damages, losses, liabilities, costs, and expenses of any nature whatsoever, including without limitation reasonable attorney's fees, accountant fees, paralegal fees, expert witness fees, and penalties resulting from, arising out of, or in any way connected with any claim that the Services or the Work infringes any copyright, patent, or trademark, constitutes a misappropriation of any trade secret, or violates any other intellectual or proprietary right of any person, but not to the extent that the claim results from or arises out of: (a) the Port's combination of the Services or the Work with any service or product not provided by Supplier, where the infringement, misappropriation, or violation would not have occurred but for the combination; or (b) the Port's modification of the Services or the Work, where the infringement, misappropriation, or violation would not have occurred but for the modification.

#### **12.6 Pre-Existing Intellectual Property**

Nothing in this Section 12 shall be deemed to give the Port an ownership interest in any intellectual property or proprietary rights of Supplier that were in existence prior to the effective date of this Contract ("Pre-Existing Intellectual Property Rights"); provided however that Supplier grants to the Port a perpetual, royalty-free, worldwide, transferable license to use all Pre-Existing Intellectual Property Rights that are included in any Work.

### **13. RECORDS**

#### **13.1 Retention**

Supplier shall retain all books, documents, papers, and records that are directly pertinent to this Contract for at least three (3) years after the Port makes final payment on this Contract and all other pending matters are closed.

## **13.2 Audit**

If requested by the Port, Supplier shall produce any of those books, documents, papers, or records at Portland, Oregon or shall reimburse the Port for the cost of transportation, food, and lodging for the Port's employees or agents to inspect them at a site more than one hundred (100) air miles from Portland, Oregon and shall allow the Port, or any authorized representatives of the Port, to audit, examine, copy, take excerpts from, or transcribe any books, documents, papers, or records that are subject to the foregoing retention requirement. Records subject to audit under this subsection shall also include those records necessary to evaluate and verify direct and indirect costs as they may apply to costs associated with this Contract. In situations where Supplier's records have been generated from computerized data, Supplier shall provide extracts of data files on a computer data exchange format acceptable to the Port.

## **13.3 No Destruction of Records**

Notwithstanding the other provisions of this Section 13, Supplier must make any Supplier records that would otherwise be destroyed in accordance with Supplier's record retention schedule within the time period set forth above in Section 13.1 available to the Port at the end of Supplier's applicable retention period.

## **14. INSURANCE**

### **14.1 Liability Insurance**

#### **14.1.1 Commercial General Liability Insurance**

Supplier shall maintain occurrence-form commercial general liability insurance protecting Supplier against liability for personal injury, bodily injury (including death), and property damage arising in the course of or in any way related to Supplier's operations, in an amount not less than \$1,000,000 per occurrence.

#### **14.1.2 Automobile Liability**

If automobiles are used in the performance of this Contract, Supplier shall maintain automobile liability insurance covering the use, loading, and unloading of all such owned, hired, and non-owned automobiles in an amount not less than \$1,000,000 per accident. If Services will involve operation of Supplier's vehicles within the airfield boundaries of the Portland International Airport, then the amount of automobile liability insurance shall be not less than \$5,000,000.00 per occurrence and the automobile policy shall be endorsed to cover driving on the airfield.

### **14.2 Workers' Compensation; Employers' Liability**

Supplier shall maintain workers' compensation insurance and no less than \$1,000,000 employers' liability insurance coverage for all Supplier's employees who are subject to Oregon's workers' compensation statute (and/or Supplier's domicile state, if different), either as a carrier-insured employer or as a self-insured employer as provided by ORS 656.407. If Supplier's domicile state is a monopolistic state, employers' stop gap liability insurance may be substituted for employers' liability coverage.

### **14.3 Professional Liability / Errors and Omissions**

Supplier shall maintain professional liability (errors and omissions) insurance for the protection of Supplier and Supplier's partners, directors, officers, managers, members, employees, subcontractors, and agents under this Contract, insuring against losses arising out of or resulting from their negligent professional acts, omissions, activities or services, in an amount not less than

\$1,000,000 per claim. Supplier shall maintain in force such coverage for not less than three (3) years following completion of the Services.

#### **14.4 Additional Insured**

All liability insurance coverages Supplier maintains under this Contract, with the exception of Workers' Compensation and Professional Liability, shall name the Port, its commissioners, employees, and agents as additional insureds.

#### **14.5 Certificates**

##### **14.5.1 Certificates Required**

Prior to full execution of this Contract, Supplier must furnish the Port with: (i) certificates referencing this Contract (by number, if known), coverage dates, amount, and type of insurance required by this Contract, using substantially the form attached as Schedule 14.5.1; and (ii) a copy of the endorsement or policy provision providing additional insured status under applicable liability policies.

##### **14.5.2 Certificate Management; Notice Requirement**

When the period during which Services will be performed exceeds the coverage period stated on a certificate, prior to the certificate expiration date Supplier or its insurer must furnish updated certificates demonstrating continuous coverage. Supplier or its insurer must give the Port not less than thirty (30) days' written notice before cancellation, non-renewal, or material change of any policy (except ten (10) days for non-payment of premium).

#### **14.6 Primary Coverage**

The coverage provided by insurance required under this Contract shall be primary with respect to Supplier's operations and the Services, and neither Supplier nor any insurer of Supplier shall seek contribution from any insurance or self-insurance carried by the Port.

### **15. INDEMNIFICATION; DAMAGE TO PORT PROPERTY**

#### **15.1 Indemnity for Professional Services**

Supplier shall indemnify, defend (using legal counsel acceptable to the Port), reimburse, and hold harmless the Port and the Port's commissioners, officers, employees, and agents for, from, and against all claims, damages, losses, liabilities, costs, and expenses of any nature whatsoever, including without limitation reasonable attorney fees, accountant fees, paralegal fees, expert witness fees, escrow fees, environmental costs, and penalties (collectively "Claims") to the extent such Claims result from, arise out of, or are in any way connected with any negligent professional acts, omissions, activities, or services of Supplier or Supplier's partners, directors, officers, managers, members, employees, subcontractors, or agents under this Contract.

#### **15.2 General Indemnity**

Except with respect to professional acts, omissions, activities, and services (which are governed by Section 15.1), Supplier shall indemnify, defend (using legal counsel acceptable to the Port), reimburse, and hold harmless the Port and the Port's commissioners, officers, employees, and agents for, from, and against all Claims resulting from, arising out of, or in any way connected with any acts, omissions, activities, or services of Supplier or Supplier's partners, directors, officers, managers, members, employees, subcontractors, invitees, or agents under this Contract.

#### **15.3 Damage to Port Property**

Supplier shall fully compensate the Port for harm to the Port's real or personal property, other than harm arising from Supplier's professional services, caused by the acts or omissions, negligent or not, of Supplier or Supplier's partners, directors, officers, managers, members, employees, subcontractors, invitees, or agents in relation to this Contract.

## **16. CONFLICT OF INTEREST**

### **16.1 Generally**

Except as otherwise provided in this Section 16, neither Supplier nor any shareholder, member, or other owner of Supplier shall engage in any activity, or accept any employment, interest, or contribution that would, or would reasonably appear to, compromise Supplier's professional judgment with respect to the Services. A "conflict of interest" or "conflict" arises for the purposes of this Contract if Supplier advises or otherwise provides services to another who has interests that are or are likely to become adverse to the interests of the Port. Supplier represents and warrants that Supplier has disclosed to the Port in writing all known conflicts in existence at the time this Contract is executed. Supplier shall immediately give the Port a written description of any conflict that arises or becomes known after this Contract is executed. Supplier shall make a diligent effort to avoid undertaking work for others that might result in a conflict and to otherwise avoid conflicts.

### **16.2 Failure to Perform**

The parties agree that Supplier's failure to perform an obligation set forth under this Section 16 is a material breach of this Contract.

### **16.3 Waiver; Unwaived Conflicts**

The Port may waive a conflict of interest in accordance with the attached Schedule 16.3. In any conflict of interest which the Port has not waived, including but not limited to unknown conflicts due to Supplier's failure to disclose the conflict to the Port, and conflicts which the Port has declined to waive, Supplier shall not provide technical opinions or other expert testimony for the party giving rise to the conflict at a mediation, arbitration, administrative proceeding, or lawsuit involving the circumstances giving rise to the conflict.

## **17. BREACH OF CONTRACT**

### **17.1 Cure; Remedies**

Supplier must cure any breach of this Contract within the shortest reasonable time after Supplier first has actual notice of the breach or the Port notifies Supplier of the breach, whichever is earlier. If Supplier fails to cure a breach in accordance with this subsection, or if a breach is not capable of being cured, or if Supplier willfully or persistently breaches this Contract, the Port may exercise one or more of the following remedies:

#### **17.1.1 Termination of Contract**

The Port may terminate any part of this Contract affected by the breach upon written notice to Supplier. If the breach is material, or if Supplier willfully or persistently breaches this Contract, the Port may declare Supplier in default and terminate this Contract upon written notice to Supplier.

#### **17.1.2 Substitute Services**

The Port may obtain substitute services for any part of this Contract that the Port terminates.

#### **17.1.3 Damages**

The Port may recover from Supplier all damages incurred by the Port resulting from or arising out of any breach, including but not limited to the amount by which the price for any substitute services exceeds the price for the terminated Services.

#### **17.1.4 Suspension of Services**

Pending a decision to terminate all or part of this Contract under Section 17.1.1, the Port may order Supplier to suspend all or part of the Services.

#### **17.2 Compensation after Termination or Suspension**

If the Port terminates all or part of this Contract in accordance with Section 17.1.1, then subject to Section 17.4, Supplier will be entitled to compensation only for Services rendered prior to the date of termination; provided however that Supplier will not be entitled to compensation for any Services that are suspended in accordance with Section 17.1.4, except to the extent that the Port orders Supplier to resume such Services and Supplier actually resumes and performs such Services. If the Port suspends all or part of the Services in accordance with Section 17.1.4 and later orders Supplier to resume such Services, the Port will have no liability to Supplier resulting from or arising out of the suspension.

#### **17.3 Recovery of Amounts Due for Breach**

To recover any amounts Supplier owes to the Port due to Supplier's breach of this Contract, the Port may withhold such amounts from any Port payments to Supplier, including but not limited to payments made under this Contract or under any other agreement between the parties. Supplier's default under this Contract will be, at the Port's option, a default under any other agreement between the parties.

#### **17.4 Contractual Remedies Not Exclusive**

The remedies specified in this Section 17 are not exclusive. The Port will have all remedies available to the Port under this Contract, at law, and in equity. All available remedies are cumulative and may be exercised singularly or concurrently.

#### **17.5 Equitable Relief**

Supplier acknowledges that the remedies available at law to the Port for a breach by Supplier of certain provisions of this Contract, including but not limited to Section 11, will, by their nature, be inadequate. Accordingly, and in addition to any other remedies available to the Port at law or in equity, the Port may obtain injunctive relief or other equitable relief to restrain a breach or threatened breach of such provisions or to specifically enforce such provisions, without proving that any monetary damages have been sustained.

### **18. TERMINATION FOR CONVENIENCE**

The Port may terminate all or part of this Contract at any time for its own convenience by written notice to Supplier. Upon termination under this Section 18, Supplier shall be entitled to compensation only for Services rendered prior to actual notice of the termination or the receipt of the written notice of termination, whichever is earlier; provided however that the Port may specify a future effective termination date, in which case Supplier shall be entitled to compensation for Services rendered prior to such effective termination date.

### **19. SECURITY REQUIREMENTS**

#### **19.1 Portland International Airport**



At all times during the performance of Services at the Portland International Airport ("PDX"), Supplier will comply with all applicable rules and regulations governing airport security (collectively, "Airport Security Rules and Regulations"), including without limitation the security badging, access control, and keys/locks requirements set forth in the PDX Rules (available at [www2.portofportland.com](http://www2.portofportland.com) or from the Port Project Manager upon request), and all applicable regulations promulgated by the Transportation Security Administration ("TSA") and the Federal Aviation Administration ("FAA").

### **19.2 Other Port Locations**

At all times during the performance of Services at other locations, including without limitation the Port's marine terminals and headquarters offices ("HQ"), Supplier will comply with all applicable security requirements for such premises. Such requirements may include, without limitation, the Port's Marine Terminal Security Guidelines; HQ policies, procedures, guidelines and standards; and any other security rules maintained by the Port, its tenant in possession of the premises, or other governing authorities. As more fully described in the Port's Marine Terminal Security Guidelines, all personnel requiring unescorted access to secure areas of Port marine terminals 2,4,5, and 6 must possess a Transportation Worker Identification Credential ("TWIC") issued by the Transportation Security Administration ("TSA"). Enrollment is available online at [www.tsa.gov/twic](http://www.tsa.gov/twic).

### **19.3 Ensuring Compliance**

Supplier will ensure that its partners, directors, officers, managers, members, employees, subcontractors, invitees, agents, and suppliers comply with all security requirements applicable to the Services. Supplier must obtain and review copies of applicable security requirements from the Port before commencing Services.

### **19.4 Security Badges**

Supplier warrants and will ensure that any person providing Services that receives a security badge meets all applicable requirements for having a security badge. When badgeholders leave Supplier's employment or no longer provide Services ("a Separation"), Supplier will ensure that any security badges, access control devices, or keys provided by the Port are returned promptly to the Port Security Badging Office, obtain a receipt for the return of such items and submit a copy of the receipt to the Port Project Manager. Any unreturned badge or access device fees due in accordance with applicable Port rules, including without limitation the PDX Rules, may be deducted from any payment due under this Contract. Further, within 24 hours from any Separation, Supplier must notify the Port Project Manager of such Separation, to enable the Port to promptly terminate the badgeholder's access privileges.

### **19.5 Authorized Personnel**

Supplier shall provide to the Port a list of names and contact information for all authorized individuals who will enter on Port premises to perform any Services. Supplier shall keep the list current and shall not direct any individual to perform Services on Port premises without first informing the Port and updating the authorization list.

### **19.6 Security Violations**

A violation of any security requirements applicable under this Section 19 will be considered an act or omission for purposes of the indemnification provisions in Section 15, and is a per se material breach of this Contract.

## **20. STATUTORILY- REQUIRED PROVISIONS**

### **20.1 Payment for Labor or Material**

As a condition of this Contract, Supplier shall make payment promptly, as due, to all persons supplying to Supplier labor or material for the performance of the work provided for in this Contract. [Required by ORS 279B.220 (1)]

### **20.2 Hours of Labor; Pay Equity; Employee Discussions of Rate of Pay or Benefits**

#### **20.2.1 Hours of Labor**

Supplier shall pay employees performing work under this Contract at least time and a half for all overtime worked in excess of 40 hours in any one week, except for employees under a personal services public contract who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime. [Required by ORS 279B.235 (3)]

#### **20.2.2 Pay Equity**

Supplier shall comply with the prohibition set forth in ORS 652.220. Such compliance is a material element of the Contract and a failure to comply is a breach that entitles the Port to terminate the Contract for cause [Required by ORS 279B.235(1)(b)]

#### **20.2.3 Employee Discussions of Rate of Pay or Benefits**

Supplier shall not prohibit any of Supplier's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person and shall not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. [Required by ORS 279B.235(1)(c)]

### **20.3 Contributions to the Industrial Accident Fund**

As a condition of this Contract, Supplier shall pay all contributions or amounts due the Industrial Accident Fund from Supplier or any subcontractor of Supplier incurred in the performance of this Contract. [Required by ORS 279B.220 (2)]

### **20.4 Income Tax Withholding**

As a condition of this Contract, Supplier shall pay to the Oregon Department of Revenue all sums withheld from employees under ORS 316.167. [Required by ORS 279B.220 (4)]

### **20.5 Worker's Compensation**

All subject employers performing Services under this Contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. [Required by ORS 279B.230 (2)]

### **20.6 Medical Care for Employees**

As a condition of this Contract, Supplier shall promptly, as due, make payment to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Supplier, of all sums that Supplier agrees to pay for such services and all moneys and sums that Supplier collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for such services. [Required by ORS 279B.230 (1)]

## **20.7 Liens and Claims Prohibited**

As a condition of this Contract, Supplier shall not permit any lien or claim to be filed or prosecuted against the Port, the state, or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. [Required by ORS 279B.220 (3)]

## **20.8 Compliance with Tax Laws**

### **20.8.1 Representation and Warranty**

Supplier represents and warrants that Supplier has complied with the tax laws of the State of Oregon or a political subdivision of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318.

### **20.8.2 Covenant**

Supplier covenants that Supplier will continue to comply with the tax laws of the State of Oregon or a political subdivision of the State of Oregon during the term of this Contract.

### **20.8.3 Failure to Comply**

Supplier's failure to comply with the tax laws of the State of Oregon or a political subdivision of the State of Oregon before Supplier executed this Contract or during the term of this Contract will be a default for which the Port may terminate the Contract and seek damages and other relief available under the terms of this Contract and under applicable law. [Required by ORS 279B.045]

## **21. MISCELLANEOUS PROVISIONS**

### **21.1 Governing Law; Venue**

ORS 15.320 provides that Oregon law applies to this Contract. Even if ORS 15.320 is determined to be inapplicable or invalid, the parties agree that this Contract is governed by Oregon law, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Contract. Any action, suit, or proceeding arising out of the subject matter of this Contract will be litigated in courts located in Multnomah County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Multnomah County, Oregon.

### **21.2 Counterparts, Execution, Electronic Signatures**

This Contract may be executed in counterparts. This Contract may be executed using: (i) original signatures; (ii) facsimile signatures; or (iii) only with the Port's prior approval, Electronic Signatures (as defined in the Electronic Signatures in Global and National Commerce Act) that can be authenticated. Under ORS 84.014, Contractor's consent is not required for this Contract to be executed using Electronic Signatures. Even if ORS 84.014 is determined to be inapplicable or invalid, Contractor grants such consent.

### **21.3 Dispute Resolution**

The parties shall negotiate to resolve any disputes that may arise in connection with this Contract. If a dispute cannot be resolved by negotiation, the parties shall attempt to resolve the dispute through mediation. If mediation is unsuccessful, the parties may pursue whatever remedies may be available to them under the circumstances. Venue for actions or proceedings arising out of this Contract will be in courts located in Multnomah County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Multnomah County, Oregon.

However, nothing in this subsection precludes the parties from agreeing to binding or nonbinding arbitration.

#### **21.4 Attorney's Fees**

If any arbitration, action, suit, or proceeding is instituted to interpret, enforce, or rescind this Contract, or otherwise in connection with the subject matter of this Contract, including but not limited to any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney's fees and other fees, costs, and expenses of every kind incurred in connection with the arbitration, action, suit, or proceeding, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.

#### **21.5 Binding Effect**

This Contract shall bind the parties and their respective successors, executors, administrators, and permitted assignees.

#### **21.6 Supplier Identification Number**

Supplier shall furnish to the Port Supplier's employer identification number, as designated by the Internal Revenue Service, or, if the Internal Revenue Service has designated no employer identification number, Supplier's Social Security number.

#### **21.7 No Waiver of Legal Rights**

No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. A waiver by a party of any breach of a provision by the other shall not be deemed to be a waiver of any other provision or any subsequent breach of the same provision.

#### **21.8 Modification**

Except as expressly provided in Section 1, this Contract may be modified only by a written amendment signed by both parties. No oral modification shall be effective.

#### **21.9 Integration**

This Contract and any Task Orders issued hereunder contain the entire agreement between the parties regarding the subject matter of this Contract, and supersede all prior written or oral discussions, negotiations, or agreements between the parties regarding the subject matter of this Contract and such Task Orders.

#### **21.10 Severability**

If a provision of this Contract is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Contract will not be impaired.

#### **21.11 Government Powers**

Nothing in this Contract shall be deemed to limit the Port's exercise of its governmental rights and powers.

#### **21.12 Attachments; Order of Precedence**

Any schedules and other attachments referenced in this Contract are part of this Contract. Any conflict between provisions stated within the body of this Contract and provisions stated within

any attachment thereto shall be resolved in favor of the provisions stated within the body of this Contract.

### **21.13 Force Majeure**

Except for the obligation to make payment for the Services, any delay in or failure of performance by either party to this Contract shall not constitute a default under this Contract nor give rise to any claim for damage, cost, or expense if and to the extent such delay or failure is caused by an act of God, flood, fire, earthquake or explosion, war, invasion, hostilities, terrorist threats or acts, riot or other civil unrest, government order or law, actions, embargoes or blockades, national or regional emergency, or other similar event beyond the control of the delayed or non-performing party. Notwithstanding the foregoing, a party that is delayed in or prevented from performing for any reason shall promptly notify the other party in writing of the reason for the non-performance and the anticipated extent of any delay or non-performance and shall take diligent steps to minimize the adverse impact of the delay or non-performance.

### **21.14 Approvals and Consents**

Except as otherwise expressly provided in this Contract, whenever this Contract provides for the approval or consent of one of the parties hereto, including but not limited to acceptance, approval, belief, change, completion, consent, decision, designation, determination, direction, discretion, estimation, finding, prescription, request, requirement, review, satisfaction, selection, specification, or suspension, such party will not unreasonably withhold, delay, or condition its approval or consent.

### **21.15 Survival**

All provisions of this Contract, including but not limited to the provisions of Section 11, Section 12, and Section 15, shall survive the expiration or termination of this Contract to the extent necessary to fully effectuate the intended purpose of the provision.

### **21.16 Permissive Cooperative Procurement Allowed**

Other public contracting agencies may establish contracts or price agreements under the terms, conditions and prices of this Contract through the U.S. Communities Government Purchasing Alliance. Supplier agrees to extend the terms, conditions and prices of this Contract to any purchasing contracting agency, as that term is defined at ORS 279A.200(1)(h). Contracts or price agreements between Supplier and other purchasing contracting agencies are entirely independent of and have no effect on this Contract.

### **21.17 Acknowledgment**

By executing this Contract, Supplier acknowledges that it has: (a) carefully reviewed the entire Contract and all documents related to the Services that the Port has provided; (b) reviewed or is otherwise familiar with all laws and regulations that are relevant to the Services; and (c) not relied upon any representation by the Port or its employees or representatives other than those expressly set forth in this Contract.

### **21.18 Authority**

The individuals signing below warrant that they have full authority to execute this Contract on behalf of the party for whom they sign.

[Signature page follows]

**Supplier:**

Port of Portland

By: \_\_\_\_\_

Print name: \_\_\_\_\_

As its: \_\_\_\_\_

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

Phone: \_\_\_\_\_

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

**Port:**

Port of Portland

By: \_\_\_\_\_

Print name: [Name] \_\_\_\_\_

As its: [Title] \_\_\_\_\_

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

Approved as to legal sufficiency  
for the Port of Portland

\_\_\_\_\_  
Counsel for the Port of Portland

## Task Order Form

### PROJECT TITLE

Date: [ ] Requisition No. [ ]

Contract No. [ ] This Task Order is executed in accordance with and is subject to the terms and conditions of the contract between the parties which is identified by the number to the left.

Task Order No. [ ] Amendment No. [ ]

Project Start Date: [ ] Project End Date: [ ]

Provider: [ ] Provider Proj. Lead: [ ]

Port Facility: [ ] Provider Email: [ ]

Port Project Mgr. [ ] The Provider Project Lead is the Provider's primary individual contact for this Project. The Provider Project Lead is responsible for supervising Provider's work under this Task Order.

Project Understanding:

**This Task Order requires an attached detailed statement of Services, schedule of performance, fee schedule showing hours and contract rates, and list of subcontractors the Port has approved to perform Services under this Task Order.**

Task Order Costs			Previous Amend	
Original Task Order		\$0.00	1	\$0.00
Total All Previous Amendments (not to exceed 20% of Original Task Order)	#DIV/0!	\$0.00	2	\$0.00
<b>Total as Previously Amended</b>		<b>\$0.00</b>	3	\$0.00
Total of this Amendment		\$0.00	4	\$0.00
<b>New Not-to-Exceed Total</b>		<b>\$0.00</b>	5	\$0.00

Forward one electronic copy of the signed Task Order form, along with the statement of services, schedule, and fee schedule showing estimated hours and rates to the Port's Project Manager.

**PORT OF PORTLAND**

**PROVIDER**

\_\_\_\_\_  
Port Project Manager

Date

\_\_\_\_\_  
Provider Project Lead  
Date

---

Port Buyer above)	Date	Provider Authorized Signatory (if different from Date
----------------------	------	--

Charging Information: \_\_\_\_\_

- Federally-Funded Services. If checked, this Task Order includes federally-funded Services as provided in the Contract. Attach the additional contract provisions described therein as an addendum to this Task Order.
- Public Improvement Contracting Requirements. If checked, this Task Order is subject to public improvement contracting requirements as provided in the Contract. Attach the additional contract provisions described therein as an addendum to this Task Order.
- Public Works Contracting Requirements. If checked, this Task Order is subject to public works contracting requirements as provided in the Contract. Attach the additional contract provisions described therein as an addendum to this Task Order.



**Additional Provisions for Federally-Funded Services**

**SUPPLEMENTARY CONDITIONS FOR FEDERALLY ASSISTED CONTRACTS**

**UNDER THE FAA AIRPORT IMPROVEMENT PROGRAM (AIP)**

**PERSONAL SERVICES CONTRACTS AND EQUIPMENT CONTRACTS**

**THE FOLLOWING PROVISIONS APPLY TO ALL CONTRACTS:**

1. ACCESS TO RECORDS AND REPORTS

[2 CFR 200.333; 2 CFR 200.336; FAA ORDER 5100.38]

- A. The Contractor shall maintain an acceptable cost accounting system. The Contractor agrees to provide the Port, the FAA, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

2. BUY AMERICAN PREFERENCE

[49 USC 50101]

- A. Consistent with the Certificate of Buy American Compliance submitted with the Contractor's bid, the Contractor agrees to comply with 49 USC § 50101, which provides that federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the Federal Aviation Administration (FAA) has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.
- B. A bidder or offeror must complete and submit the Buy America certification included herein with their bid or offer. The Port will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

3. GENERAL CIVIL RIGHTS PROVISIONS

[49 USC 47123]

- A. The Contractor agrees that it will comply with pertinent statutes, executive orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from federal assistance.

- B. This provision binds the Contractor and sub-tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.
4. COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS  
[49 USC 47123; FAA ORDER 1400.11]
- A. Title VI Solicitation Notice: The Port, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
  - B. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as “the Contractor”) agrees as follows:
    - 1. Compliance with Regulations
      - a. The Contractor (hereinafter includes consultants) shall comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
    - 2. Nondiscrimination
      - a. The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
    - 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment
      - a. In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities relative to nondiscrimination on the grounds of race, color, or national origin.
    - 4. Information and Reports
      - a. The Contractor shall provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its

facilities as may be determined by the Port or the FAA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor shall so certify to the Port or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance

- a. In the event of a Contractor's noncompliance with the nondiscrimination provisions of this contract, the Port of Portland (Port) will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
  - 1) Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - 2) Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions

- a. The Contractor shall include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor shall take action with respect to any subcontract or procurement as the Port or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Port to enter into any litigation to protect the interests of the Port. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

5. DISADVANTAGED BUSINESS ENTERPRISES [49 CFR PART 26]

[49 CFR PART 26]

- A. The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Port deems appropriate.
- B. The prime Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the prime Contractor receives from the Port. The prime Contractor agrees further to return retainage payments to each subcontractor within 10 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause

following written approval of the Port. This clause applies to both DBE and non-DBE subcontractors.

- C. The requirements of 49 CFR Part 26 apply to this contract. It is the policy of the Port to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. The Port encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

6. ENERGY CONSERVATION REQUIREMENTS  
[2 CFR 200, APPENDIX II(H).]

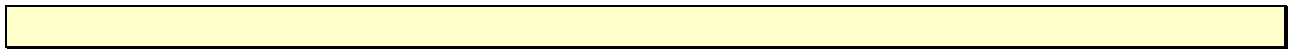
- A. The Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq.).

7. FEDERAL FAIR LABOR STANDARDS ACT  
[29 USC § 201, ET SEQ.]

- A. All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.
- B. The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor shall address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

8. FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT  
[20 CFR PART 1910]

- A. All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor shall address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.



9. TRADE RESTRICTION CERTIFICATION  
[49 USC § 50104; 49 CFR PART 30 ]

- A. By submission of a bid, the bidder certifies that with respect to this solicitation and any resultant contract, the bidder:
  - 1. Is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
  - 2. Has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.;
  - 3. Has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.
- B. This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.
- C. The Contractor shall provide immediate written notice to the Port if the Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor shall require subcontractors to provide written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.
- D. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor:
  - 1. Who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
  - 2. Whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
  - 3. Who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;
- A. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- B. The bidder agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier

subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Contractor has knowledge that the certification is erroneous.

- C. This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the FAA may direct, through the Port, cancellation of the contract or subcontract for default at no cost to the Port or the FAA.

10. VETERAN'S PREFERENCE  
[49 USC 47112(C)]

- A. In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors shall give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

**THE FOLLOWING ADDITIONAL PROVISIONS APPLY TO CONTRACTS EXCEEDING \$2,000:**

11. COPELAND "ANTI-KICKBACK" ACT  
[2 CFR § 200, APPENDIX II(D); 29 CFR PARTS 3 & 5]

- A. The Contractor shall comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145), as supplemented by Department of Labor regulation 29 CFR part 3. The Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor shall submit to the Port, a weekly statement on the wages paid to each employee performing on covered work during the prior week. The Port will report any violations of the Act to the Federal Aviation Administration.

12. DAVIS BACON REQUIREMENTS  
[2 CFR § 200, APPENDIX II(D); 29 CFR PART 5]

A. Minimum Wages

- 1. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached to this contract (Wage Determination) regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits

under section 1(b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of subparagraph 4 below. Also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the Wage Determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The Wage Determination (including any additional classification and wage rates conformed under this subsection) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

2.

- a. The contracting officer shall require any class of laborers or mechanics which is not listed in the Wage Determination and which is to be employed under the contract to be classified in conformance with the Wage Determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
  - 1) The work to be performed by the classification requested is not performed by a classification in the Wage Determination; and
  - 2) The classification is utilized in the area by the construction industry; and
  - 3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the Wage Determination.
- b. If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. Such Administrator (the "Administrator"), or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

- c. In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator or an authorized representative will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
  - d. The wage rate (including fringe benefits where appropriate) determined pursuant to the foregoing subsections b and c, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
3. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the Wage Determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof
  4. If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

#### B. Withholding

1. The FAA or the Port shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work all or part of the wages required by the contract, the FAA may, after written notice to the Contractor and the Port, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.



## C. Payrolls and Basic Records

1. Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b) (2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b) (2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
2.
  - a. The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Port for transmission to the FAA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the FAA if the agency is a party to the contract, but if the agency is not such a party, the Contractor shall submit them to the Port, as the case may be, for transmission to the FAA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to Port.

- b. Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
    - 1) That the payroll for the payroll period contains the information required to be maintained above and that such information is correct and complete;
    - 2) That each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;
    - 3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable Wage Determination incorporated into the contract.
  - c. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by this section.
  - d. The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
3. The Contractor or subcontractor shall make the records required under this section available for inspection, copying or transcription by authorized representatives of the Port, the FAA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the federal agency may, after written notice to the Contractor or the Port, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### D. Apprentices and Trainees

- 1. Apprentices
  - a. Apprentices will be permitted to work at less than the pre-determined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90

days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the Wage Determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the Wage Determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable Wage Determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the Wage Determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

## 2. Trainees

- a. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable Wage Determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits,

trainees shall be paid the full amount of fringe benefits listed on the Wage Determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the Wage Determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the Wage Determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the Wage Determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

3. Equal Employment Opportunity

- a. The utilization of apprentices, trainees and journeymen under this part shall conform with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

E. Compliance with Copeland Act Requirements

1. The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference into this contract.

F. Subcontracts

1. The Contractor and subcontractors shall insert in any subcontracts the clauses contained in paragraphs A through J of this section and such other clauses as the FAA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for the compliance by subcontractors at any tier with all the contract clauses in 29 CFR 5.5.

G. Contract Termination: Debarment

1. A breach of the contract clauses in paragraphs A through J of this section may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 CFR 5.12.

H. Compliance with Davis-Bacon and Related Act Requirements

1. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

I. Disputes Concerning Labor Standards

1. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its Subcontractors) and the Port, the U.S. Department of Labor, or the employees or their representatives.

J. Certification of Eligibility

1. By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
2. No part of this contract shall be subcontracted to any person or firm ineligible for award of a government contract by virtue of section 3(a) of the Davis-Bacon Act of 29 CFR 5.12(a)(1).
3. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**THE FOLLOWING ADDITIONAL PROVISIONS APPLY TO CONTRACTS EXCEEDING \$3,500:**

13. TEXTING WHEN DRIVING

[EXECUTIVE ORDER 13513; DOT ORDER 3902.10]

- A. In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.
- B. In support of this initiative, the Port encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

**THE FOLLOWING ADDITIONAL PROVISIONS APPLY TO CONTRACTS EXCEEDING \$10,000:**

14. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

[41 CFR PART 60-4; EXECUTIVE ORDER 11246]

A. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

B.

1. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

TIMETABLES

Goals for minority participation for each trade	Goals for female participation in each trade
4.5%	6.9%

2. These goals are applicable to all the Contractor's construction work (whether or not it is federal or federally-assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the Covered Area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.
3. The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project, for the sole purpose of meeting the Contractor's goals, shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

C. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and

completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

- D. As used in this notice and in the contract resulting from this solicitation, the “covered area” is the Portland, OR metropolitan area or any other area designated by the FAA.

15. EQUAL EMPLOYMENT OPPORTUNITY

[2 CFR 200, APPENDIX II(C); 41 CFR § 60-1.4; 41 CFR § 60-4.3; EXECUTIVE ORDER 11246]

- A. During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers’ representatives of the Contractor’s commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor shall furnish all information and reports required by Executive Order 11246 and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the Contractor’s noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the

Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedure authorized in Executive Order 11246 and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 or by rule, regulation or order of the Secretary of Labor or as otherwise provided by law.

7. The Contractor will include the sentence immediately preceding subsection 1 of this clause and the provisions of subsections 1 through 7 hereof in every subcontract or purchase order unless exempted by rules, regulations or order of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 so that such provisions will be binding upon each Subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

16. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS  
[EXECUTIVE ORDER 11246; 41 CFR 60-4.3; AC 150/5100-15A]

A. As used in these specifications:

1. “Covered area” means the geographical area described in the solicitation from which this contract resulted.
2. “Director” means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority.
3. “Employer identification number” means the federal social security number used on the Employer’s Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
4. “Minority” includes:
  - a. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  - b. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
  - c. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast, Asia, the Indian Subcontinent, or the Pacific Islands); and
  - d. American Indian or Alaska native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal



affiliations through membership and participation or community identification).

- B. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- C. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the Covered Area either individually or through an association, its affirmative action obligations on all work in the plan area (including goals and timetables) shall be in accordance with that plan for those trades which have unions participating in the plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good faith performance by other contractors and subcontractors toward a goal in an approved plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the plan goals and timetables.
- D. The Contractor shall implement the specific affirmative action standards provided in subsection G of this clause. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- E. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, as amended, or the regulations promulgated pursuant thereto.
- F. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period and the Contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

- G. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
1. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, shall assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
  3. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor along with whatever additional actions the Contractor may have taken.
  4. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
  5. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subsection (2) above.
  6. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by

posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

7. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
8. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
9. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
10. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of the Contractor's workforce.
11. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR 60-3.
12. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
13. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
14. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
15. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including

circulation of solicitations to minority and female contractor associations and other business associations.

16. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- H. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (subsections 1-16 immediately above). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under subsections 1-16 immediately above provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply however, is Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
  - I. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women both minority and nonminority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally), the Contractor may be in violation of the executive order if a specific minority group of women is underutilized.
  - J. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
  - K. The Contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to Executive Order 11246, as amended.
  - L. The Contractor shall carry out such sanctions and penalties for violation of these specifications or of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of this Contract and Executive Order 11246, as amended.
  - M. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in subsection G of this clause, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements

of the executive order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

- N. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation, if any, employee identification number, when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- O. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

17. PROHIBITION OF SEGREGATED FACILITIES  
[41 CFR § 60]

- A. The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- B. "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- C. The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

18. PROCUREMENT OF RECOVERED MATERIALS

[2 CFR § 200.322; 40 CFR PART 247]

- A. The Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use of products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:
1. The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or,
  2. The Contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.
- B. The list of EPA-designated items is available at [www.epa.gov/epawaste/consERVE/tools/cpg/products/](http://www.epa.gov/epawaste/consERVE/tools/cpg/products/).
- C. Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the Contractor can demonstrate the item is:
1. Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
  2. Fails to meet reasonable contract performance requirements; or
  3. Is only available at an unreasonable price.

19. TERMINATION OF CONTRACT – EQUIPMENT CONTRACTS

[2 CFR § 200 APPENDIX II(B); FAA ADVISORY CIRCULAR 150/5370-10, SECTION 80-09]

- A. Termination for Convenience:
1. The Port may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of the Port. Upon receipt of a written notice of termination, except as explicitly directed by the Port, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:
    - a. The Contractor shall immediately discontinue work as specified in the written notice.
    - b. Terminate all subcontracts to the extent they relate to the work terminated under the notice.

- c. Discontinue orders for materials and services except as directed by the written notice.
    - d. Deliver to the Port all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work and as directed in the written notice.
    - e. Complete performance of the work not terminated by the notice.
    - f. Take action as directed by the Port to protect and preserve property and work related to this contract that the Port will take possession.
  2. The Port agrees to pay Contractor for:
    - a. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
    - b. Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
    - c. Reasonable and substantiated claims, costs and damages incurred in settlement of terminated contracts with Subcontractors and suppliers; and
    - d. Reasonable and substantiated expenses to the contractor directly attributable to the Port's termination action.
  3. The Port will not pay the Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Port's termination action.
  4. The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.
- B. Termination for Default:
  1. The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract if the Contractor:
    - a. Fails to commence the Work under the Contract within the time specified in the Notice- to-Proceed;
    - b. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
    - c. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;
    - d. Fails to comply with material provisions of the Contract;
    - e. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements;
    - f. Becomes insolvent or declares bankruptcy;

2. If one or more of the stated events occur, the Port will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Port's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.
3. If within [10] days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Port, the Port has authority to acquire equipment by other procurement action. The Contractor will be liable to the Port for any excess costs the Port incurs for acquiring such similar equipment.
4. Payment for completed equipment delivered to and accepted by the Port shall be at the Contract price. The Port may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Port determines to be necessary to protect the Port against loss because of Contractor default.
5. The Port will not terminate the Contractor's right to proceed with the Work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Port, acts of another Contractor in the performance of a contract with the Port, and severe weather events that substantially exceed normal conditions for the location.
6. If, after termination of the Contractor's right to proceed, the Port determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Port issued the termination for the convenience the Port.
7. The rights and remedies of the Port in this clause are in addition to any other rights and remedies provided by law or under this contract.

20. TERMINATION OF CONTRACT – PERSONAL SERVICES CONTRACTS  
[2 CFR § 200 APPENDIX II(B); FAA ADVISORY CIRCULAR 150/5370-10, SECTION 80-09]

A. Termination for Convenience:

1. The Port may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Port, the Contractor must immediately discontinue all services affected.
2. Upon termination of the Agreement, the Consultant must deliver to the Port all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.



3. The Port agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.
4. The Port further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause..

B. Termination for Default:

1. Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.
2. The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

3. Termination by the Port:

- a. The Port may terminate this Agreement in whole or in part, for the failure of the Consultant to:
  1. Perform the services within the time specified in this contract or by Port approved extension;
  2. Make adequate progress so as to endanger satisfactory performance of the Project;
  3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.
- b. Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Port all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.
- c. The Port agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

- d. The Port further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.
  - e. If, after finalization of the termination action, the Port determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Port issued the termination for the convenience of the Port.
4. Termination by Consultant:
- a. The Consultant may terminate this Agreement in whole or in part, if the Port:
    - 1. Defaults on its obligations under this Agreement;
    - 2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
    - 3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.
  - b. Upon receipt of a notice of termination from the Consultant, the Port agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If the Port and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Port's breach of the contract.
  - c. In the event of termination due to Port breach, the Engineer is entitled to invoice Port and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. The Port agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

A.

**THE FOLLOWING ADDITIONAL PROVISIONS APPLY TO CONTRACTS EXCEEDING \$25,000:**

21. CERTIFICATION OF BIDDER REGARDING DEBARMENT  
[2 CFR PART 180 (SUBPART C), 2 CFR PART 1200, DOT ORDER 4200.5]
- A. By submitting a bid under this solicitation, the bidder certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.
  - B. The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction," shall verify each lower tier participant of a

“covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder shall accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>;
  2. Collecting a certification statement similar to the “Certificate Regarding Debarment and Suspension” in the bid form for this solicitation; and
  3. Inserting a clause or condition in the covered transaction with the lower tier contract.
- C. If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

**THE FOLLOWING ADDITIONAL PROVISIONS APPLY TO CONTRACTS EXCEEDING \$100,000:**

22. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT REQUIREMENTS  
[2 CFR § 200, APPENDIX II(E)]

A. Overtime Requirements

1. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; Liability for Unpaid Wages; Liquidated Damages

1. In the event of any violation of the clause set forth in paragraph A of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph A of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph A of this clause.

C. Withholding for Unpaid Wages and Liquidated Damages

1. The Federal Aviation Administration (FAA) or the Port shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of

work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph B of this clause.

D. Subcontractors

1. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs A through D and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through D of this clause.

A.

23. CERTIFICATION REGARDING LOBBYING

[31 U.S.C. § 1352 – BYRD ANTI-LOBBYING AMENDMENT; 2 CFR PART 200, APPENDIX II(J); 49 CFR PART 20, APPENDIX A]

A. The bidder or offeror certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title

31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**THE FOLLOWING ADDITIONAL PROVISIONS APPLY TO CONTRACTS EXCEEDING \$150,000:**

24. BREACH OF CONTRACT TERMS

[49 CFR 18.36(I)(1)]

- A. Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.
- B. The Port will provide the Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Port reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Port elects to terminate the contract. The Port's notice will identify a specific date by which the Contractor must correct the breach. The Port may proceed with termination of the contract if the Contractor fails to correct the breach by deadline indicated in the Port's notice.
- C. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

25. CLEAN AIR AND WATER POLLUTION CONTROL

[2 CFR § 200, APPENDIX II(G)]

- A. The Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Port immediately upon discovery. The Port assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.
- B. The Contractor must include this requirement in all subcontracts that exceed \$150,000.

## **Travel Expense Reimbursement Guidelines**

Providers shall be reimbursed for travel expenses necessarily incurred for the performance of their contract only. Travel must be approved in advance by the Port's representative. Travel expenses are not reimbursable if the provider's normal place of business is located in the Portland metropolitan area, unless the provider is required to travel outside the Portland metropolitan area in service of the Port's requirements. Necessary expenses will be approved and paid according to the following guidelines:

### **1. Expense Report**

All providers shall report and submit billable expenses with actual receipts weekly or as agreed.

### **2. Mileage**

Mileage in a private vehicle, during the course and scope of contractually required duties and driving over the most direct and usually traveled route, will be reimbursed at the most current rate in accordance with the most current Internal Revenue Service guideline.

### **3. Air Travel**

Every effort should be made to take advantage of lower fares by booking travel eight to fourteen (8-14) days in advance whenever possible. Booking a trip on short notice (less than seven (7) days) is the most costly option in air travel. Coach class is the standard for air travel on all trips throughout the continental USA, Canada, and Mexico.

### **4. Ground Transportation**

Cars should be rented only when local transportation is not available or feasible (e.g. MAX, shuttle service, taxi) or when the cost of local transportation exceeds the cost of renting a car.

### **5. Lodging Guidelines**

A single room with private bath in a business class hotel is the Port standard. There are several hotels in close proximity to the Port headquarters building/Portland International Airport that should be acceptable.

### **6. Meal Expenses**

Providers will be reimbursed for personal meal expenses incurred based on reasonable meal expenses. The meal expenses include tips and non-alcoholic beverages.

When a provider is eligible for meal reimbursement but has one or more meals paid for by another party, the related meal expense amount must be subtracted out of the provider's meal claim for the day.

### **7. Personal phone calls while traveling**

Providers will be reimbursed for personal telephone calls charged to the provider while traveling on the Port's business up to two calls per day, provided that they are kept within reasonable time limits.

**8. Reimbursable and Non-reimbursable Expenses:**

Although not an all-inclusive list, the following is a partial list of expenses that are frequently considered reimbursable and non-reimbursable:

Reimbursable Expenses	Non-Reimbursable Expenses
<ol style="list-style-type: none"> <li>1. Taxis</li> <li>2. Parking</li> <li>3. Tolls</li> <li>4. Telephone</li> <li>5. Laundry, dry cleaning, and valet services for trips exceeding 5 consecutive days</li> <li>6. Reasonable tips</li> <li>7. Room service</li> <li>8. Currency conversion</li> <li>9. Business telegrams, telexes, and fax service</li> <li>10. Air freight, Federal Express, express mail, and postage fees</li> <li>11. Reasonable gym fees, when traveling three or more days consecutively within a work week</li> </ol>	<ol style="list-style-type: none"> <li>1. Child and pet care</li> <li>2. Country club dues</li> <li>3. Personal entertainment</li> <li>4. Luggage</li> <li>5. Parking or traffic fines or tickets</li> <li>6. Haircuts</li> <li>7. Kennel fees</li> <li>8. Movies (including in-flight and hotel in-house)</li> <li>9. Car washes</li> <li>10. Expenses for travel companions/family members</li> <li>11. Laundry, dry cleaning, and valet services for trips less than six consecutive days</li> <li>12. Loss/theft of personal funds or property</li> <li>13. Medical bills</li> <li>14. Non-compulsory insurance coverage, optional travel or baggage insurance</li> </ol>

**Sample Invoice**

<b>Bill To:</b> Port of Portland Accounts Payable Department PO Box 3529 Portland, OR 97208 (Portinvoices@portofportland.com)	<b>Date</b>	<b>Invoice #</b>
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<b>Billing Period</b>	
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<b>Contract #</b>	
<b>Task Order# (if applicable)</b>	
<b>Port Location</b>	
<b>Work Description</b>	
<b>Port Project Manager</b>	
<b>Port Environmental Project Manager (if applicable)</b>	
<b>Provider Project Lead</b>	

<b>Direct Labor</b>
---------------------

Name/Title	Rate	Hours	Amount
<b>DIRECT LABOR TOTAL</b>			

<b>Direct Costs</b>
---------------------

Description	Cost/Qty	Rate	Amount
<b>DIRECT COSTS TOTAL</b>			

<b>AMOUNT DUE THIS INVOICE</b>	
--------------------------------	--

<b>Total Authorized Budget for this Task Order</b>	
<b>Remaining Authorized Budget for this Task Order</b>	
<b>Applicable Discount</b>	
<b>INVOICE TOTAL</b>	



**Additional Information**

<b>Requirements</b>	<b>Notes</b>
1. Billing Period	Monthly
2. Port Contract Number	This is the Port-assigned number from the Contract
3. Port Task Order Number	Should be listed on Task Order/contact Port Env. P.M.
4. Port Location	Location where work was done (Marine, PDX, Portwide, etc.)
5. Work Description	As described on Task Order
6. Port Project Manager	
7. Port Environmental Project Manager	Even if this is the same as the Port Project Manager
8. Provider Project Lead	
9. Direct Labor	On each subtask listed on the Task Order, include name, title, labor rate, total hours, and total charge for each individual working on each subtask. Also, attach copies of the individual's time sheets which list hours worked and detailed descriptions of work accomplished per hour.
10. Direct Costs	All administrative charges (e.g., photocopies, mileage, telephone) and outside services <u>must be separated out</u> . List separately laboratory charges; list all outside service Providers, work performed, and their charges. Include copies of each subcontractor's invoice(s), time sheets which list hours and detailed descriptions of work accomplished per hour, and subcontractor's summary letters.
11. Amount Due This Invoice	Total labor and costs for the work for the month
12. Total Authorized Budget for This Work	Based on Contract or approved Task Orders
13. Remaining Authorized Budget for This Work	Based on Contract or approved Task Orders (this is a cumulative balance based on all work).
14. Applicable Discount	If applicable, apply discount for labor hour charges on this line.
15. Invoice Total	#12 less #15, above.
16. Final invoice for the Contract or each Task Order shall include the words "Final Invoice"	

**Important**

- Invoices must represent services for one Task Order only; do not include multiple Task Order numbers on one invoice.
- This sample invoice is for reference only; Provider’s invoice format does not have to be an exact replicate. However, all applicable information must be included each month in a clear and concise manner.

## Sample Insurance Certificate

<b>CERTIFICATE OF LIABILITY INSURANCE</b>						DATE (MM/DD/YYYY) ** Enter date.
<b>PRODUCER</b> ** Sample ** Insert broker name and address.			<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>			
<b>INSURED</b> ** SAMPLE ** Insert vendor name and address.			<b>INSURERS AFFORDING COVERAGE</b>		<b>NAIC #</b>	
			INSURER A: ** SAMPLE ** Enter insurer name.		** Enter NAIC.	
			INSURER B: ** SAMPLE ** Enter insurer name.		** Enter NAIC.	
			INSURER C: ** SAMPLE ** Enter insurer name.		** Enter NAIC.	
			INSURER D: ** SAMPLE ** Enter insurer name.		** Enter NAIC.	
			INSURER E: ** SAMPLE ** Enter insurer name.		** Enter NAIC.	
<b>COVERAGES</b>						
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
NR LTR	ADD'L INSRG	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/>	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ GENTL. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOG	** Enter policy no.	** Enter effective date.	** Enter expiration date.	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$1,000,000 PRODUCTS - COMPOF AGG \$ \$
A	<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____	** Enter policy no.	** Enter effective date.	** Enter expiration date.	COMBINED SINGLE LIMIT (Each accident) \$1,000,000 (\$5,000,000 if driving on airfield) BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/>	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> _____	** Enter policy no. (if required)	** Enter effective date.	** Enter expiration date.	AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A	<input type="checkbox"/>	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	** Enter policy no. (if required)	** Enter effective date.	** Enter expiration date.	EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
B	<input checked="" type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ** NO ** If yes, describe under SPECIAL PROVISIONS below	** Enter policy no.	** Enter effective date.	** Enter expiration date.	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	<input checked="" type="checkbox"/>	OTHER a. Professional liability/E&O (if req'd) b. Cyber liability (if req'd)	a. ** Enter policy no. b. ** Enter policy no.	a. ** Enter date b. ** Enter date	a. ** Enter date b. ** Enter date	a. Each occurrence a. \$1,000,000 b. Each occurrence b. \$5,000,000
<b>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS</b> ** SAMPLE ** Port of Portland Contract No. _____ Contract description: _____ The Port of Portland, its Commissioners, officers, employees, and agents are included as additional Insureds where required by such contract with respect to all liability insurance coverages required under such contract.						
<b>CERTIFICATE HOLDER</b>				<b>CANCELLATION</b>		
Port of Portland PO Box 3529 Portland OR 97208				SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELLED BEFORE ITS STATED EXPIRATION DATE, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. IN ADDITION, THE INSURER AFFORDING COVERAGE WILL USE BEST EFFORTS TO MAIL 30 DAYS' WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED AT LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.		

## **Conflict of Interest -- Waivers**

### **1. Generally**

The Port may conditionally or unconditionally waive a conflict of interest for purposes of Section 16 but has the sole discretion to refuse to waive a conflict. A conflict waiver by the Port is effective only if given in writing and signed by the Chief Officer of the Port department for which the Services are being performed under this Contract. The conflict waiver shall be strictly construed to cover the narrow circumstances identified and disclosed, and shall not be extended without obtaining the Port's consent in writing. If the Port declines to waive a conflict, Provider must eliminate the cause of the conflict. The Port's failure to respond within thirty (30) calendar days after written notification by Provider of a conflict shall create a rebuttable presumption that the Port declines to waive the conflict.

### **2. Port Waiver of Conflict**

If the Port waives a conflict of interest for purposes of Section 16 Provider will:

- (a) Ensure that any waiver conditions are satisfied;
- (b) Obtain conflict waivers from all others with interests that are or are likely to become adverse to the interests of the Port; and
- (c) Remind Provider's directors, officers, managers, members, employees, subcontractors, and agents, engaged in work both for the Port and for another with interests in conflict with the Port's to be especially mindful of the obligations under this Contract, including but not limited to confidentiality requirements and any conditions of the Port's waiver.

### **3. Other Parties**

A conflict waiver from another party must:

- (a) Be written and signed by an authorized representative of the entity granting the waiver;
- (b) Describe the Services that Provider has performed or shall perform for the Port;
- (c) Acknowledge and consent to Provider performing such Services;
- (d) Acknowledge that Provider's directors, officers, managers, members, employees, subcontractors, and agents performing work for the Port may be called upon to provide factual testimony and technical opinions on behalf of the Port in mediations, arbitrations, administrative proceedings, and lawsuits; and

Waive the right to object to that testimony based on a conflict.