



PORT OF PORTLAND

**P.O. Box 3529
Portland, Oregon 97208**



U.S. COMMUNITIES™
GOVERNMENT PURCHASING ALLIANCE



REQUEST FOR PROPOSALS

Disaster Recovery Services, Restoration Services and any Related Services

SOLICITATION NUMBER 2015-6902

March 11, 2016

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**PROPOSALS DUE: NOT LATER THAN 3:00 pm, April 26, 2016
LATE PROPOSALS MAY NOT BE ACCEPTED**

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

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1 OVERVIEW

1.1 Introduction

The Port of Portland (herein the “Port” or “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 governmental agencies and nonprofit organizations (herein “Participating Public Agencies”), eligible to utilize the U.S. Communities Government Purchasing Alliance (herein “U.S. Communities”), is soliciting proposals from potential experienced firms and individuals (the “Provider or Providers”) capable of providing services to the Port for *Disaster Recovery Services, Restoration Services and any Related Services*.

The Port intends to award one or more highly qualified-Providers up to a three year contract. At the Port’s option, the contract may be extended for up to two additional years, in one-year increments. A sample Port Services Contract is attached as Schedule 1.1.

1.2 Task Orders

Work will be issued to successful Providers, as-needed, by discrete written task orders. The amount of each task order will be based on the scope of services provided. Services will be assigned when required, on a nonexclusive basis. The maximum of all task orders available under the Port’s Contract shall not exceed \$1,000,000 without a written Contract amendment. The Port makes no guarantee of a certain minimum amount of work under any contract which may result from this RFP.

1.3 RFP Schedule

1.3.1 Deadlines

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

- March 11, 2016 Issuance of RFP to prospective Providers
- April 8, 2016 Question and answers (Q&A) period ends
- April 26, 2016 3 p.m. deadline for receipt of proposals
- May 25, 2016 Presentations, demonstrations or interviews (if required)
- June 8, 2016 Selection of apparent successful Provider announced
- June 15, 2016 Award protest period ends
- August 1, 2016 Contract begins (approx.)

1.4 Single Point of Contact

Craig Johnsen, Manager, Contracts and Procurement, is the solicitation manager for this Request for Proposals (RFP) and is the single point of contact (SPC) for Providers 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 (refer to Section 2, Section 3, and Section 4 below for information on the evaluation team), is prohibited. Such conduct by a Provider will be grounds for immediate rejection of its proposal.

1.5 Background

When a disaster strikes, public agencies may not have sufficient resources to quickly recover. Typically, most public agencies have rules that allow for emergency hiring of contractors to assist in bringing the agency's infrastructure back to normalcy. However, locating and identifying the most qualified firm or firms to provide disaster recovery services could be time consuming and costly. This RFP seeks to provide agencies with a pre-qualified firm or firms capable of rapid, competent response, efficient mobilization, and true partnership in meeting public agency's needs. The resulting contract is expected to be a key component in the arsenal of emergency services available to Participating Public Agencies nationwide.

1.6 Scope of Services

See Schedule 1.6 for the full scope of services.

1.7 Minimum Requirements

1.7.1 Experience

Provider must have been in business for five (5) continuous years.

1.8 Licensing and Certification

Insurance policies and local/State laws may require certain restoration projects to be performed by companies certified or licensed to complete those disciplines of work. Provider must be certified or licensed to perform any restoration services where insurance policies, State policies, regulations, and/or State laws require a certification or license.

Provider must possess any business license and other professional licenses and certifications required by law for the Participating Public Agency. Provider shall demonstrate in its response the ability to provide such licenses and certifications.

1.9 Response Time

1.9.1 Provider shall provide a toll free number that must be attended twenty-four (24) hours a day, seven (7) days a week, with qualified personnel to handle trouble reports from Participating Public Agencies.

1.9.2 When emergency calls are received through a third party answering service, the Provider must respond telephonically or in person to the Participating Public Agency regarding its emergency within one (1) hour of the Participating Public Agency's initial notification.

1.9.3 The Provider must be on site within twelve (12) hours of the Participating Public Agency's initial notification to determine the scope of work involved.

1.9.4 Provider must provide a written scope of work to the Participating Public Agency within 24 hours of assessing the site.

1.10 Staffing

1.10.1 The Provider must maintain the personnel and resources necessary to manage, staff, and perform the work within this RFP.

1.10.2 The Provider shall comply with all wage and hours of employment regulations pursuant to Federal, State laws and any applicable statutes.

1.10.3 The Provider shall identify all personnel and all sub-contractors for each project.

1.10.4 The restoration manager must have five (5) years of restoration project experience in providing restoration services management.

1.10.5 The Provider shall ensure its employees abide by the policies, rules and regulations, with respect to use of premises, as established by the Participating Public Agency.

1.10.6 All employees of the Provider shall be paid by the Provider and they shall not be considered employees of the Participating Public Agency.

1.10.7 Provider shall provide proof and results of background checks at the Provider's expense when required by a Participating Public Agency.

1.11 Bonding Capability

Provider must provide proof in its proposal response of bonding ability from an A+ surety bond company. Each Participating Public Agency will determine when a project requires a Payment and/or Performance Bond and Provider must provide such bond(s) to the Participating Public Agency in its sole discretion.

1.12 Pricing Format

Each Participating Public Agency reserves the right to request time and material pricing or pricing that is software-based. Therefore, Provider must have the ability to determine pricing by using software with features and performance characteristics equal to or greater than Xactimate®.

When using this software to determine pricing, the Profit markup must not be more than 10% and Overhead markup must not be more than 10%.

1.13 Mandatory Insurance Coverage

State and local governments, depending on the nature of their disaster, may have widely varying insurance coverage requirements. A listing of some of the most common coverages is shown below. Provider must provide proof in its response of all coverages it currently maintains; Provider shall describe how coverages will be obtained without cost to the agency requiring recovery services for any required coverages it does not hold. Provider must, at minimum, show proof and carry the coverages required by the Port as described in Section 13 of the sample contract attached as Schedule 1.1 throughout the contract term.

1.13.1 General Liability (including products liability) with limits no less than:

a.	Each Occurrence	\$1,000,000
b.	General Liability/work on Airfield	\$5,000,000
c.	Personal & Advertising (ADV) injury	\$1,000,000
d.	General Aggregate	\$2,000,000
e.	Products-Completed Operations Aggregate	\$2,000,000
f.	Property Damage to Rented Premises	\$ 100,000
g.	Pollution Liability per claim Aggregate	\$1,000,000

1.13.2 Worker's Compensation statutory limits:

a.	E.L. each accident	\$1,000,000
b.	E.L. disease each employee	\$1,000,000
c.	E.L. disease policy limit	\$2,000,000

1.13.3 Auto Liability:

a.	Combine Single Limits	\$1,000,000
b.	Underinsured motorist	\$1,000,000

1.13.4 Umbrella Liability:

c.	Each occurrence	\$2,000,000
d.	Aggregate	\$2,000,000

1.13.5 Cyber Liability

a.	Each occurrence	\$5,000,000
b.	Aggregate	\$5,000,000

1.13.6 Unemployment insurance and all other insurance as required by law in the location of the Participating Public Agency.

1.14 Airport Security and Badging Requirements

The successful Provider 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 https://www.portofportland.com/pdfpop/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 contract attached as Schedule 1.14. Providers are encouraged to obtain and thoroughly review the PDX Rules and other governing rules and regulations before submitting a proposal.

1.15 Security Requirements

The successful Provider will be required to comply with all applicable security requirements for the premises, as more fully described in the sample contract attached as Schedule 1.14. Providers 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 a Port evaluation team that will include both Port personnel as well as evaluators from other Participating Public Agencies. The evaluation will be in accordance with Section 3.2.2, Proposal Content 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 Provider.

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 Provider may not commence work, accept orders or market this award until receipt of a fully executed contract and completion of U.S. Communities implementation.

2.1.4 Questions

All questions relating to this RFP must be posed through the Port's online vendor portal at www.portofportland.com under the *Business Opportunities* tab. Questions received after the deadline in Section 1.2.1 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 Providers on the Port's list of RFP holders.

2.2.1.2 Prospective Providers 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 shall specify the RFP provision in question, and contain an explanation for the requested change. The request must be submitted no later than the deadline for receipt of proposals as indicated in Section 1.3.1.

2.2.1.3 The evaluation team will evaluate all requests submitted, but reserves the right to determine whether to accept the requested change.

2.2.2 Amend or Withdraw Proposal

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

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 Providers during the process of negotiation (except that the Port will make available the identity of all Providers 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 Provider 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 2.3.3.2 below and remains subject to disclosure as described in Section 2.3.4 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 Provider believes that any specific information within its proposal is exempt from disclosure under the Oregon Public Records Law, the Provider 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 Provider 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 (refer to Section 2.3.4 below regarding improperly marked proposals). 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 Provider 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 Section 2.3.3.1 above the Provider must complete and submit with its proposal an Certification of Trade Secret in the form attached as Schedule 2.3.3.2.

2.3.4 Improperly Marked Proposals

The fact that a Provider 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. Providers 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 Provider. If a Provider fails to identify information in a proposal that the Provider believes is exempt from disclosure, the Provider waives any future claim that such information is exempt.

2.4 Submission of Proposals

2.4.1 Requirements

Each Provider’s submission in response to this RFP must:

- 2.4.1.1** Include one (1) hard copy original (marked as such), one (1) additional copy of the original, and eight (8) thumb drives with complete proposal packages included within.

Thumb drives submitted must be certified free of viruses, malware, trojans, works, rootkits, spyware, adware, etc. Provided thumb drive copies that contain viruses, malware, Trojans, worms, rootkits, adware, etc. may be liable for resulting damages.

- 2.4.1.2** If applicable pursuant to Section 2.3.2 above, include one duplicate, redacted copy of the complete proposal, as provided in such subsection, on the USB thumb drives;
- 2.4.1.3** If applicable pursuant to Section 2.3.3.2 above, include one completed Certification of Trade Secret form, as provided in such subsection;
- 2.4.1.4** Be submitted in a sealed envelope or heavy duty carton that is plainly marked with Solicitation Number 2015-6902 and “Proposal to Provide Disaster Recovery Services, Restoration Services and any Related Services”, and that bears the Provider’s name and address; and
- 2.4.1.5** Be received by the Port’s Contracts and Procurement Manager, Craig Johnsen, at 7200 N.E. Airport Way, Portland, OR 97218 (mailing address: PO Box 3529, Portland, OR 97208). The Port, at its option, may decline to consider late submissions.

2.4.2 Proposal Submission Method

Proposals may not be submitted by electronic means (online) and must be hardcopy with thumb drives.

2.4.3 Period of Irrevocability

Proposals will be offers that are irrevocable for a period of one hundred twenty (120) days after the time and date proposals are due. Proposals must contain the name, address and telephone number of an individual or individuals with authority to bind the company during the period in which the proposal will be evaluated.

2.5 Protests

2.5.1 Protest Submission

A Provider or prospective Provider 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 (such as the Scope of Services, specifications, and Sample Contract attached as Schedule 1.1) 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; or via facsimile to (503) 548-5812. A protest is delivered for the purposes of this paragraph when it is actually received by the Port’s Contracts and Procurement Department Staff.

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 Provider’s name and contact information, and be sent by an authorized representative of the Provider. 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 ten (10) 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 protester knows or reasonably should have known of the award of the contract, the Port's intent to award the contract, or other matters to which the protest is addressed. 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 Provider may only protest the award of the contract (or notice of intent to award the contract, whichever occurs first), if the Provider is adversely affected because the Provider 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 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 Provider 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 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.

3 PROPOSAL CONTENT AND EVALUATION CRITERIA

3.1 Preparation

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Provider's ability to satisfy the requirements of this RFP. Responses to each section and subsection should be labeled to indicate the item being addressed. Submissions of technical literature, display charts, or other supplemental materials are the responsibility and within the discretion of the Provider. The Port will not be liable for any expense incurred in the preparation of proposals. Firms interested in being considered for this work must submit the following written information for review by the evaluation team.

3.1.1 Providers are encouraged to provide complete information in their written proposals. Double-sided printing of the hard copy proposal documents is encouraged. Pages should be numbered consecutively.

3.2 Format

Proposals shall conform to the following format:

3.2.1 Part I - Proposal Form

Providers must complete the Proposal Form, attached as Schedule 3.2.1, and include it as the first page of their proposal.

3.2.2 Part II - Required Submissions and Evaluation Criteria

In addition to the required Section 2.4.1 above, Providers must submit information that enable the Port's evaluation team to evaluate proposals based upon the criteria shown below. If no criteria weighting is shown, then the criteria are listed in their relative order of importance. Although some of the criteria may be given more weight than others, each Provider 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 Provider Introduction – Weight 10

- (a) Cover Letter: The cover letter should indicate the Provider's commitment to provide the Products and Services proposed. Additionally, the cover letter shall identify the members of the team that comprise the Provider. 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) This section shall describe the Provider's ability and experience related to the Products and Services proposed, including but not limited to, a brief description of the organization's track record, including history, number of employees, number of years in business, and a list of projects relevant to this RFP.

3.2.2.2 Proposal – Weight 25

- (a) Provide a description of the Products and Services to be provided by the major

categories set forth in Schedule 1.6, Scope of Services. The primary objective is for each Provider to provide its complete product and service offerings so that Participating Public Agencies may order a range of products and services as appropriate for their needs.

- (b) Provide a description of any Related Products, Services and Solutions offered by Supplier. Include any associated costs in Schedule 3.2.1.5.
- (c) Describe your company's protocol for responding to a Participating Public Agency loss from first notification of loss through to final invoicing.
- (d) Provide a statement of the transition requirements to implement the contract, any unique benefits, and other considerations. Briefly address the requirements, objectives and activities that may be involved.
- (e) Will your company perform pre-loss site surveys? If so, please describe how your company would conduct the cost and scope of such surveys.
- (f) Provide a listing and map of your company's office locations. If you subcontract services to another provider(s), please indicate the subcontractor and distinguish them on the listing and map.
- (g) Please list any areas of the country where your company lacks physical presence and describe how you would cover those areas.
- (h) Provide the number, size and location of your company's distribution facilities and/or warehouses, as applicable.
- (i) Provide the number and location of support centers, if applicable.
- (j) Describe your company's customer service department staffing levels, hours of operation and other relevant details.
- (k) If there is a catastrophic event, please indicate what a typical "in the field" response would be, including equipment.
- (l) Should there be a catastrophic event affecting properties other than the Participating Public Agency in a large market, how would your company respond/prioritize/triage work amongst existing clients? What assurance can you give that the Participating Public Agency will be a priority client?
- (m) What type of resources can you provide for assessing and mitigating damage as a result of an earthquake? What are your business relationships with appropriate structural engineers and how do you know the engineer will prioritize your requests when contacted for emergency services?
- (n) Describe any "preferred customer" programs and how they function for priority response. Does this require an additional fee and how does the company guarantee that there will be enough resources during a natural disaster to handle the event?

- (o) Describe the strategy and controls that will be utilized to assure emergency disaster restoration and recovery services are performed in accordance with a defined scope of work and delivery schedules. Include samples of reports and document if applicable.
- (p) Describe your company's safety policy and/or program, including how the policy is communicated to employees, whether the employees are evaluated on safety, and if any employees are dedicated to safety.
- (q) Quality:
 - i. Describe your company's quality control processes.
 - ii. Describe your problem escalation process.
- (r) How are customer complaints measured and categorized? What processes are in place to know that a problem has been resolved?
- (s) Describe and provide all products or service warranties.
- (t) For the labor classifications listed in Schedule 3.1.2.5, provide your company's description for each labor classification.
- (u) Identify if your company uses Xactimate® or software that is equal to or greater than Xactimate® in its features and performance characteristics. Describe the pricing software model and version.
- (v) Describe your company's experience in working with domestic insurers.
- (w) List the trades or services that are contracted out to third parties versus work or services retained in house.
- (x) Describe your company's ability to offer non-emergency services for projects, including the parameters for defining non-emergency services. Include any associated costs in Schedule 3.2.1.5.
- (y) State where and how the proposal deviates from the general requirements of this 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. Proposals containing significant proposed deviations or exceptions, including deviations or exceptions to the Sample Contract, will be evaluated accordingly and scoring may be impacted. The Port retains the sole discretion whether or not to accept proposed deviations or exceptions.

3.2.2.3 Proposed Strategy and Operational Plan – Weight 10

- (a) The strategy and operational plan should include a brief overview of the proposed plan for the RFP requirements, an understanding of the work to be done, the

- overall strategy for implementation from pre-loss planning through disaster recovery and restoration, and the key personnel who will be responsible for seeing a project through to completion for a Participating Public Agency. The strategy and operational plan shall also include the methodology and timeline during when responding to emergencies and natural disasters and any other requirements that are noted in the detailed proposed plan. Include an example of an organizational chart that would be provided to a Participating Public Agency.
- (b) Provide chronological resumes of the key local personnel that will be assigned to this contract. Please provide at least three (3) references of projects where key personnel performed in a similar role as that proposed for this contract.
 - (c) State where and how the proposal deviates from the general requirements of the RFP.

3.2.2.4 National Supplier Qualifications – Weight 25

- (a) Supplier Qualifications: Provider must include a narrative of its understanding and acceptance of the Supplier Commitments outlined in Section 5.10.
- (b) Provide the completed and signed Supplier Worksheet for National Program Considerations in Section 5.12.
- (c) Complete Supplier Information per Section 5.14 below.

3.2.2.5 Cost/Fees - Weight 30

- (a) Provider must complete and attach Schedule 3.2.1.5 Price Sheet.
- (b) Any reimbursable expenses contemplated for this work must not conflict with the Port Travel and Expense Policy attached to the sample Contract.

3.2.2.6 U.S. Communities Administration Agreement, signed unaltered. [Pass/Fail]

- 3.2.2.7** References (not weighted, but used to verify information provided in the proposal). Provide the names and current contact information of five (5) references having direct knowledge of the Provider’s work related to this RFP.

A checklist summarizing all required submittals can be found in Schedule 3.3.

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 Section 3. 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 the Port in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices.

4.2.2 U.S. Communities Advisory Board members and other Participating Public Agencies will assist the Port in evaluating proposals. The Supplier(s) that respond(s) affirmatively meets the requirements of this Request for Proposal and provides the best overall value will be eligible for a contract award. 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.

4.2.3 One or more evaluation team members may conduct an initial evaluation of all proposals, using the evaluation criteria set forth in Section 3, and may identify a subset of proposals as finalists for further evaluation by the evaluation team.

4.2.4 After the initial evaluation, members of the evaluation team, composed of staff from the Port as well as representatives from other public agencies across the country, may perform any of their functions individually, or as a group consisting of two or more evaluation team members.

4.2.5 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 shall report to the full team a summary of the information gathered or conclusions reached.

4.2.6 A report of final evaluation results and any recommendation regarding award of a contract may be made to the Executive Director or the Executive Director's designee without the participation of all evaluation team members, provided that a majority of evaluation team members participate.

4.3 Presentations, Demonstrations, Interviews

Selected Providers may be invited to participate in a presentation, demonstration or interview stage of the evaluation process. Depending upon the specific situation, Providers 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 shall 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 Providers. In the event of such a request, submission requirements will be communicated to the highest ranked Providers by the SPC.

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5 U.S. COMMUNITIES

5.1 Overview

U.S. Communities Government Purchasing Alliance (herein “U.S. Communities”) 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 (herein “Lead 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), and 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	Hennepin County, MN
City and County of Denver, CO	Los Angeles County, CA
City of Chicago, IL	Maricopa County, AZ
City of Houston, TX	Miami-Dade County, FL
City of Kansas City, MO	Nassau BOCES, NY
City of Los Angeles, CA	North Carolina State University, NC
City of Seattle, WA	Ocean City, NJ
Cobb County, GA	Onondaga County, NY
Denver Public Schools, CO	Port of Portland, OR
Emory University, GA	Prince William County Schools, VA
Fairfax County, VA	Salem-Keizer School District, OR
Fresno Unified School District, CA	San Diego Unified School District, CA
Great Valley School District, PA	State of Iowa
Harford County Public Schools, MD	The School District of Collier County, FL

5.4 Participating Public Agencies

Today more than 55,000 public agencies utilize U.S. Communities contracts and suppliers to procure over \$2.0 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.

Port is acting as "Contracting Agent" for the Participating Public Agencies and shall **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 shall 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 attached as Section 5.16.

5.5 Estimated Volume

The estimated dollar volume of Products and Services to be 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, Port and the U.S. Communities Advisory Board Members are committed to utilizing the Master Agreement. The Advisory Board members shall 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 2015 purchased more than \$160 Million Dollars of products and services from existing U.S. Communities contracts.

5.6 Marketing Support

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

- National Sponsors as referenced above.
- State Associations of Counties, Schools and Municipal Leagues.

- Administrative and marketing personnel that directly promote the U.S. Communities Suppliers to Participating Public Agencies through public agency meetings, 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.

5.7 Marketplace

U.S. Communities has developed an online Marketplace, which gives Participating Public Agencies the ability to purchase from many U.S. Communities contracts directly from our website. The Marketplace makes it easier for Participating Public Agencies to access many contracts through a single login and place orders using a procurement card, credit card or purchase order. Suppliers have the ability to add their products to the Marketplace at no cost.

5.8 Multiple Awards

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

5.9 Evaluation of Proposals

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 meets the requirements of this Request for Proposal and provides the best overall value will be eligible for a contract award. 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.

5.10 Supplier Qualifications

5.10.1 Commitments

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:

5.10.1.1 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 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.

5.10.1.2 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 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.

(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.

5.10.1.3 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.

5.10.1.4 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, the Supplier shall 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 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 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. 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.

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5.11 U.S. Communities Administration Agreement Instructions

The Supplier is required to execute the U.S. Communities Administration Agreement, unaltered (attached hereto as Section 5.15) and submit with the supplier's proposal. The Agreement outlines the Supplier's general duties and responsibilities in implementing the U.S. Communities contract. Failure to do so may result in disqualification.

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5.12 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. State if pricing for all Products/Services offered will 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 the contiguous 48 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 35 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 agree to respond to all agency referrals from U.S. Communities within 2 business days?
YES____ NO____
- H. 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____
- I. Will your company commit to the following program implementation schedule?
YES____ NO____
- J. Will the U.S. Communities program contract be your lead public offering to Participating Public Agencies?
YES____ NO____
-

Submitted by:

(Printed Name)

(Signature)

(Title)

(Date)

5.13 New Supplier Implementation Checklist

New Supplier Implementation Checklist		Target Completion After Award
1. First Conference Call		One Week
Initial Kick Off Call to discuss expectations Establish initial contact people & roles/responsibilities Supplier Log-In Credentials established		
2. Executed Legal Documents		One Week
U.S. Communities Admin Agreement Lead Public Agency Agreement signed		
3. Program Contact Requirements		One Week
Supplier contacts communicated to U.S. Communities Staff Dedicated email Dedicated toll free number Dedicated fax number		
4. Second Conference Call		Two Weeks
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		
5. Marketing Kick Off Call		Two Weeks
Overview of Marketing Requirements Establish Timeline for Marketing Deliverables Set Weekly Marketing Call		
6. Initial NAM & Staff Training Meetings		Three Weeks
Discuss expectations, roles & responsibilities Introduce and review web-based tools Review process & expectations of Lead Referral contact with NAM & identified LRC		
7. Senior Management Meeting		Four Weeks
Implementation Process Progress Report U.S. Communities & Vendor Organizational Overview Supplier Manager to review & further discuss commitments		
8. Review Top Joint Target Opportunities		Five Weeks

Top 10 Local Contracts
Review top U.S. Communities 'PPA's

9. Web Development

Initiate IT contact	Two Weeks
Initiate E-Commerce Conversation	Two Weeks
Product Upload to U.S. Communities site	Five Weeks

10. Sales Training & Roll Out

Program Manager briefing - Coordinate with NAM	Five Weeks
Initial remote WebEx training for all sales - Coordinate with NAM	Four Weeks
Initiate contact with Advisory Board (AB) members	Six Weeks
Determine PM & Local Metro teams strategy sessions	Six Weeks

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5.14 Supplier Information

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

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.
Total: 366		

2. Describe how the above sales persons would be utilized in selling this contract, including the time commitment each sales person will devote to selling this contract.
3. Provide the company annual sales for 2013, 2014 and 2015 in the United States; Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2013, 2014, AND 2015			
Segment	2013 Sales	2014 Sales	2015 Sales
Cities			
Counties			
K-12 (Pubic/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
Total Supplier Sales			

4. Provide annual sales for 2013, 2014 and 2015 in the United States for the proposed Products and/or Services; Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2013, 2014, AND 2015			
Segment	2013 Sales	2014 Sales	2015 Sales
Cities			
Counties			
K-12 (Pubic/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
Total Supplier Sales			

5. Submit your current Federal Identification Number and latest Dun & Bradstreet report.
6. Provide details of all past or pending litigation or claims filed against your company in the last five (5) years.
7. Provide a list with contact information of your company's ten largest public agency customers.

MWBE

1. 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.
 - a. If applicable, describe other ways your company can be sensitive to a Participating Public Agency's desire to utilize local and/or MWBE companies, such as number of local employees and offices in a particular geographic area, companies your firm is using that may be local (i.e. local delivery truck company), your company's diversity of owner employees, etc.
 - b. If applicable, provide details on any products or services being offered by your company where the manufacturer or service provider is either a small or MWBE business as defined by the Small Business Administration. Provide product/service name, company name and small/MWBE designation.

Marketing

1. Outline your company's plan for marketing the Services 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 primary 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. Please provide the amount of purchases of existing public agency clients that your company will transition to the U.S. Communities contract for the initial three years of the contract in the following format within your proposal.
 - a. \$_____.00 will be transitioned in year one.
 - b. \$_____.00 will be transitioned in year two.
 - c. \$_____.00 will be transitioned in year three.

National Staffing Plan

1. A staffing plan is required which describes the Provider'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 5.13, 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;
 - c. Provide a chart that shows 1) the time commitment of each professional staff member that will be devoted to the contract, 2) each member's role in maintaining and growing the contract; and 3) a timeline of each member's involvement throughout the contract.
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. Each person that will be dedicated full time to U.S. Communities account management; and
 - c. Key executive personnel that will be supporting the program.

Service Enhancements

1. Describe any special programs that your company offers that will improve customers' ability to access Services or other innovative strategies.

2. Describe the capacity of your company to broaden the scope of the contract and keep the product and service offerings current and ensure that latest standards and technology for Disaster Recovery Services, Restoration Services and any Related Services.
3. 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.

Administration

1. Describe your company's capacity to employ telephone, ecommerce, etc., with a specific proposal for processing orders under the Master Agreement.
2. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.
3. Describe your company's internal management system for processing orders from point of customer contact through delivery and billing. Please state if you use a single system or platform for all phases of ordering, processing, delivery and billing.
4. Describe your company's ecommerce capabilities, if applicable:
 - a. Include details about your company's ability to create punch out sites and accept orders electronically (CXML, OCI, etc.)
 - b. Provide detail on where your company has integrated with a public agency's ERP (Oracle, Infor Lawson, SAP, etc.) system in the past and include some details about the resources you have in place to support these integrations. List, by ERP provider, 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.
5. Describe any existing multi-state cooperative purchasing programs, including the entity's name(s), contact person(s), contact information and annual volume.
6. Describe the capacity of your company to report monthly sales under the Master Agreement by Participating Public Agency within each U.S. state.
7. 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.
8. 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.

Financial Statements

The Supplier shall include an audited income statement and balance sheet from the two (2) most recent reporting periods in its proposal or provide documentation which demonstrates the financial stability of the company.

Sustainability

1. Provide an overview that demonstrates how your business practices contribute to sustainability and social equity innovations. Describe how these innovations are an integral part of the societies and communities in which your firm operates; and how influence extends to the employees, the environment from which your required resources are drawn and the marketplace in which they participate.
2. Describe your company's process for defining green products or sustainable processes.
3. Provide a green product listing. Describe any environmental attributes (recycled materials, energy efficiency, biodegradable, low-toxicity, etc.) or certifications achieved for each product.
4. Describe your product's recyclability. Describe any buy back or take back options offered. Describe your company's efforts to reduce or reuse packaging and minimize environmental footprint in the shipping process.
5. What percentage of your offering is environmentally preferable and what are your plans to improve this offering?

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5.15 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 even date herewith, 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:

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, remarketer, 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.

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 **§** .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),

and the Association of School Business Officials (ASBO) (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 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 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 Solicitation Number 2015-6902

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.

(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, the Supplier shall 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, Solicitation Number 2015-6902

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 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. 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

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 three (3) or more Participating Public Agencies that is materially inconsistent with the pricing under the Master Agreement, U.S. Communities shall have the ability to conduct a reasonable audit of Supplier's pricing at Supplier's sole cost and expense during regular business hours upon reasonable notice. U.S. Communities may conduct the audit internally or may engage a third-party auditing firm on a non-contingent basis. Supplier shall solely be responsible for the cost of the audit up to the first \$50,000 and U.S. Communities and Supplier shall each be responsible for fifty percent (50%) of the audit costs that exceed \$50,000. In the event of an audit, the requested materials shall be provided in the format and at the location where kept in the ordinary course of business by Supplier.

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 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. Supplier shall solely be responsible for the cost of the audit up to the first \$50,000 and U.S. Communities and Supplier shall each be responsible for fifty percent (50%) of the audit costs that exceed \$50,000.

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:

Report Name	Follow up with U.S. Communities
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.

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
2999 Oak Road, Suite 710
Walnut Creek, California 94597
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.

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]

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: _____

ATTACHMENT A

MASTER AGREEMENT

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

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	30	30	See Agency Type Table Below
Year	Yes	Number	2	2010	
Qtr	Yes	Number	4	4	
Month	Yes	Number	12	12	
Amount	Yes	Number	45090.79	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

5.16 Master Intergovernmental Cooperative Purchasing Agreement (MICPA)

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.

6. The Participating Public Agency shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. 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.
8. The exercise of any rights or remedies by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency.
9. 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.
10. This Agreement shall become effective after execution of the Lead Public Agency Certificate or Participating Public Agency registration, as applicable.

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5.17 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

Other states:

State of Oregon, State of Hawaii, State of Washington

State: HI	Hilo
Account Type: HI Counties, Cities, Colleges	Holualoa
Hawaii County	Honaunau
Honolulu County	Honokaa
Kauai County	Honolulu
Maui County	Honomu
Kalawao County	Hoolehua
Aiea	Kaaawa
Anahola	Kahuku
Barbers Point N A S	Kahului
Camp H M Smith	Kailua
Captain Cook	Kailua Kona
Eleele	Kalaheo
Ewa Beach	Kalaupapa
Fort Shafter	Kamuela
Haiku	Kaneohe
Hakalau	Kapaa
Haleiwa	Kapaau
Hana	Kapolei
Hanalei	Kaumakani
Hanamaulu	Kaunakakai
Hanapepe	Kawela Bay
Hauula	Keaau
Hawaii National Park	Kealakekua
Hawaiian Ocean View	Kealia
Hawi	Keauhou
Hickam AFB	Kekaha
	Kihei
	Kilauea

Koloa
Kualapuu
Kula
Kunia
Kurtistown
Lahaina
Laie
Lanai City
Laupahoehoe
Lawai
Lihue
M C B H Kaneohe Bay
Makawao
Makaweli
Maunaloa
Mililani
Mountain View
Naalehu Ninole
Ocean View
Ookala
Paauhau
Paauilo
Pahala
Pahoa
Paia
Papaaloa
Papaikou
Pearl City
Pearl Harbor
Pepeekeo
Princeville

Pukalani
Puunene
Schofield Barracks
Tripler Army Medical Center
Volvano
Wahiawa
Waialua
Waianae
Waikoloa
Wailuku
Waimanalo
Waimea
Waipahu
Wake Island
Wheeler Army Airfield
Brigham Young University - Hawaii
Chaminade University of Honolulu
Hawaii Business College
Hawaii Pacific University
Hawaii Technology Institute
Heald College - Honolulu
Remington College - Honolulu Campus
University of Phoenix - Hawaii Campus
Hawaii Community College
Honolulu Community College
Kapiolani Community College
Kauai Community College
Leeward Community College
Maui Community College
University of Hawaii at Hilo
University of Hawaii at Manoa
Windward Community College

State: HI (125 records)

Account Type: K-12 (16 records)

Malama Honua Public Charter School
ST JOHN THE BAPTIST
Waimanalo Elementary and Intermediate School
Kailua High School
PACIFIC BUDDHIST ACADEMY
HAWAII TECHNOLOGY ACADEMY
CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.
MARYKNOLL SCHOOL
ISLAND SCHOOL
STATE OF HAWAII, DEPT. OF EDUCATION
KE KULA O S. M. KAMAKAU
KAMEHAMEHA SCHOOLS
HANAHAU`OLI SCHOOL
EMMANUAL LUTHERAN SCHOOL
School Lunch Program
Our Savior Lutheran School

Account Type: County (5 records)

BOARD OF WATER SUPPLY
MAUI COUNTY COUNCIL
Kauai County Council
Honolulu Fire Department
COUNTY OF MAUI

Account Type: Non-Profit (71 records)

Lanai Community Health Center
Maui High Band Booster Club
Kumulani Chapel
Naalehu Assembly of God
outrigger canoe club
One Kalakaua
Native Hawaiian Hospitality Association
St. Theresa School
Hawaii Peace and Justice
Kauai Youth Basketball Association
NA HALE O MAUI
LEEWARD HABITAT FOR HUMANITY
WAIANAE COMMUNITY OUTREACH

NA LEI ALOHA FOUNDATION
HAWAII FAMILY LAW CLINIC DBA ALA KUOLA

BUILDING INDUSTRY ASSOCIATION OF HAWAII

UNIVERSITY OF HAWAII FEDERAL CREDIT UNION
LANAKILA REHABILITATION CENTER INC.
POLYNESIAN CULTURAL CENTER
CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST
BISHOP MUSEUM
ALCHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA
ASSOCIATION OF OWNERS OF KUKUI PLAZA MAUI ECONOMIC DEVELOPMENT BOARD NETWORK ENTERPRISES, INC.
HONOLULU HABITAT FOR HUMANITY ALOHACARE
ORI ANUENUE HALE, INC.
IUPAT, DISTRICT COUNCIL 50
GOODWILL INDUSTRIES OF HAWAII, INC.
HAROLD K.L. CASTLE FOUNDATION
MAUI ECONOMIC OPPORTUNITY, INC.
EAH, INC.
PARTNERS IN DEVELOPMENT FOUNDATION
HABITAT FOR HUMANITY MAUI
W. M. KECK OBSERVATORY
HAWAII EMPLOYERS COUNCIL
HAWAII STATE FCU
MAUI COUNTY FCU
PUNAHOU SCHOOL
YMCA OF HONOLULU
EASTER SEALS HAWAII
AMERICAN LUNG ASSOCIATION
Pohaha I Ka Lani
Hawaii Area Committee
Lanai Federal Credit Union
READ TO ME INTERNATIONAL FOUNDATION
MAUI FAMILY YMCA
WAILUKU FEDERAL CREDIT UNION
ST. THERESA CHURCH
HALE MAHAOLU

West Maui Community Federal Credit Union

Hawaii Island Humane Society

Kama'aina Care Inc

International Archaeological Research
Institute, Inc.

Community Empowerment Resources

Tutu and Me Traveling Preschool

First United Methodist Church

AOAO Royal Capitol Plaza

Kumpang Lanai

Child and Family Service

MARINE SURF WAIKIKI, INC.

Hawaii Health Connector

Hawaii Carpenters Market Recovery Program
Fund

Puu Heleakala Community Association

Saint Louis School

Kailua Racquet Club, Ltd.

Homewise Inc.

Hawaii Baptist Academy

Kroc Center Hawaii

Kupu

Account Type: College and University (8 records)

University of the Nations

ARGOSY UNIVERSITY

HAWAII PACIFIC UNIVERSITY

UNIVERSITY OF HAWAII AT MANOA

RESEARCH CORPORATION OF THE UNIVERSITY
OF HAWAII

BRIGHAM YOUNG UNIVERSITY - HAWAII

University Clinical Research and Association

CHAMINADE UNIVERSITY OF HONOLULU

Account Type: Other (7 records)

Hawaii Information Consortium

Leeward Community Church

E Malama In Keiki O Lanai

Keawala'i Congregational Church

Lanai Community Hospital

Angels at Play Preschool & Kindergarten

Queen Emma Gardens AOA

Account Type: Community College (2 records)

Honolulu Community College

COLLEGE OF THE MARSHALL ISLANDS

Account Type: State Agency (11 records)

DOT Airports Division Hilo International Airport

Judiciary - State of Hawaii

ADMIN. SERVICES OFFICE

SOH- JUDICIARY CONTRACTS AND PURCH

STATE DEPARTMENT OF DEFENSE

HAWAII CHILD SUPPORT ENFORCEMENT
AGENCY

HAWAII HEALTH SYSTEMS CORPORATION

HAWAII AGRICULTURE RESEARCH CENTER

STATE OF HAWAII

Third Judicial Circuit - State of Hawaii

Office of the Governor

Account Type: Consolidated City/County (2 records)

CITY AND COUNTY OF HONOLULU

Lanai Youth Center

Account Type: Federal (2 records)

US Navy

Defense Information System Agency

State: OR (1,356 records)

Account Type: K-12 (233 records)

Central School District 13J (Polk County,
Oregon)

Warrenton Hammond School

Columbia Academy

VALLEY CATHOLIC SCHL

CROOK COUNTY SCHOOL DISTRICT

CORBETT SCHL DIST #39

Trinity Lutheran Church and School

Bethel School District #52

Ppmc Education Committee

Stayton Christian School

South Columbia Family School

Sunrise Preschool
St. Therese Parish/School
Portland YouthBuilders
Wallowa County ESD
Fern Ridge School District 28J
Knova Learning
New Horizon Christian School
MOLALLA RIVER ACADEMY
HIGH DESERT EDUCATION SERVICE DISTRICT
SOUTHWEST CHARTER SCHOOL
WHITEAKER MONTESSORI SCHOOL
CASCADES ACADEMY OF CENTRAL OREGON
NEAH-KAH-NIE DISTRICT NO.56
INTER MOUNTAIN ESD
STANFIELD SCHOOL DISTRICT
LA GRANDE SCHOOL DISTRICT
CASCADE SCHOOL DISTRICT
DUFUR SCHOOL DISTRICT NO.29
hillsboro school district
GASTON SCHOOL DISTRICT 511J
BEAVERTON SCHOOL DISTRICT
COUNTY OF YAMHILL SCHOOL DISTRICT 29
WILLAMINA SCHOOL DISTRICT
MCMINNVILLE SCHOOL DISTRICT NO.40
Sheridan School District 48J
THE CATLIN GABEL SCHOOL
NORTH WASCO CTY SCHOOL DISTRICT 21 -
CHENOWITH
CENTRAL CATHOLIC HIGH SCHOOL
CANYONVILLE CHRISTIAN ACADEMY
OUR LADY OF THE LAKE SCHOOL
NYSSA SCHOOL DISTRICT NO. 26
ARLINGTON SCHOOL DISTRICT NO. 3
LIVINGSTONE ADVENTIST ACADEMY
Santiam Canyon SD 129J
WEST HILLS COMMUNITY CHURCH
BANKS SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
BAKER COUNTY SCHOOL DIST. 16J - MALHEUR
ESD
HARNEY EDUCATION SERVICE DISTRICT
GREATER ALBANY PUBLIC SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
SOUTHERN OREGON EDUCATION SERVICE
DISTRICT

SILVER FALLS SCHOOL DISTRICT
St Helens School District
DAYTON SCHOOL DISTRICT NO.8
Amity School District 4-J
SCAPPOOSE SCHOOL DISTRICT 1J
REEDSPORT SCHOOL DISTRICT
FOREST GROVE SCHOOL DISTRICT
DAVID DOUGLAS SCHOOL DISTRICT
LOWELL SCHOOL DISTRICT NO.71
TIGARD-TUALATIN SCHOOL DISTRICT
SHERWOOD SCHOOL DISTRICT 88J
RAINIER SCHOOL DISTRICT
NORTH CLACKAMAS SCHOOL DISTRICT
MONROE SCHOOL DISTRICT NO.1J
CHILDPEACE MONTESSORI
HEAD START OF LANE COUNTY
HARNEY COUNTY SCHOOL DIST. NO.3
NESTUCCA VALLEY SCHOOL DISTRICT NO.101

ARCHBISHOP FRANCIS NORBERT BLANCHET
SCHOOL
LEBANON COMMUNITY SCHOOLS NO.9
MT.SCOTT LEARNING CENTERS
SEVEN PEAKS SCHOOL
DE LA SALLE N CATHOLIC HS
MULTISENSORY LEARNING ACADEMY
MITCH CHARTER SCHOOL
REALMS CHARTER SCHOOL
BAKER SCHOOL DISTRICT 5-J
PHILOMATH SCHOOL DISTRICT
CLACKAMAS EDUCATION SERVICE DISTRICT
CANBY SCHOOL DISTRICT
OREGON TRAIL SCHOOL DISTRICT NO.46
WEST LINN WILSONVILLE SCHOOL DISTRICT
MOLALLA RIVER SCHOOL DISTRICT NO.35
ESTACADA SCHOOL DISTRICT NO.108
GLADSTONE SCHOOL DISTRICT
ASTORIA SCHOOL DISTRICT 1C
SEASIDE SCHOOL DISTRICT 10
NORTHWEST REGIONAL EDUCATION SERVICE
DISTRICT
VERNONIA SCHOOL DISTRICT 47J
SOUTH COAST EDUCATION SERVICE DISTRICT

COOS BAY SCHOOL DISTRICT NO.9

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

MULTNOMAH EDUCATION SERVICE DISTRICT
GRESHAM-BARLOW SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO. 2
CENTRAL SCHOOL DISTRICT 13J
St. Mary Catholic School
CROSSROADS CHRISTIAN SCHOOL
ST. ANTHONY SCHOOL
Pedee School
HERITAGE CHRISTIAN SCHOOL
BEND-LA PINE SCHOOL DISTRICT
GLENDALE SCHOOL DISTRICT
LINCOLN COUNTY SCHOOL DISTRICT
PORTLAND PUBLIC SCHOOLS
REYNOLDS SCHOOL DISTRICT
CENTENNIAL SCHOOL DISTRICT
NOBEL LEARNING COMMUNITIES
St. Stephen's Academy
McMinnville Adventist Christian School
Salem-Keizer 24J
McKay High School
Pine Eagle Charter School
Waldo Middle School
OAKLAND SCHOOL DISTRICT 001
hermiston school district
Clear Creek Middle School
Marist High School
Victory Academy
Vale School District No. 84
St. Mary School
Junction City High School
Three Rivers School District
Fern Ridge School District
JESUIT HIGH SCHL EXEC OFC
LASALLE HIGH SCHOOL
Southwest Christian School
Willamette Christian School
Westside Christian High School
CS LEWIS ACADEMY
Portland America School
Forest Hills Lutheran School
Mosier Community School
Koreducators Lep High
Warrenton Hammond School District
Sutherlin School District

Malheur Elementary School District
Ontario School District
Parkrose School District 3
Riverdale School District 51J
Tillamook School District
Madeleine School
Union School District
Helix School District
Riddle School District
Molalla River School District
Corvallis School District 509J
Falls City School District #57
Portland Christian Schools
LUCKIAMUTE VALLEY CHARTER SCHOOLS
Deer Creek Elementary School
Yamhill Carlton School District
HARRISBURG SCHL DIST
CENTRAL CURRY SCHL DIST#1
BNAI BRITH CAMP
OREGON FOOD BANK
HOSANNA CHRISTIAN SCHL
ABIQUA SCHL
Salem keizar school district
Athena Weston School District 29RJ
Butte Falls School District
Bend International School
Imbler School District #11
monument school
PENDLETON SCHOOL DISTRICT #16R
Ohara Catholic School
Reynolds High School
St. Paul School District
St Paul Parish School
Joseph School District
EagleRidge High School
Grant Community School
Hope chinese charter
Northwest Academy
Sunny Wolf Charter School
MCKENZIE SCHOOL DISTRICT 068
L'Etoile French Immersion School
LA GRANDE SCHOOL DISTRICT 001
Marist Catholic High School
Springfield Public Schools

Elgin school dist.
PLEASANT HILL SCH DIST #1
Ukiah School District 80R
North Powder Charter School
Siletz Valley School
French American School
Mastery Learning Institute
North Lake School District 14
Early College High School

Account Type: County (52 records)

GILLIAM COUNTY OREGON
UMATILLA COUNTY, OREGON
DOUGLAS ELECTRIC COOPERATIVE, INC.
MULTNOMAH LAW LIBRARY
clackamas county
CLATSOP COUNTY
COLUMBIA COUNTY, OREGON
coos county
CROOK COUNTY ROAD DEPARTMENT
CURRY COUNTY OREGON DESCHUTES
COUNTY
GILLIAM COUNTY
GRANT COUNTY, OREGON
HARNEY COUNTY SHERIFFS OFFICE
HOOD RIVER COUNTY
jackson county
josephine county
klamath county
LANE COUNTY
LINN COUNTY
MARION COUNTY , SALEM, OREGON
MULTNOMAH COUNTY
SHERMAN COUNTY
WASCO COUNTY
YAMHILL COUNTY
WALLOWA COUNTY
ASSOCIATION OF OREGON COUNTIES
NAMI LANE COUNTY
BENTON COUNTY
DOUGLAS COUNTY
JEFFERSON COUNTY
LAKE COUNTY
LINCOLN COUNTY

POLK COUNTY
UNION COUNTY
WASHINGTON COUNTY
MORROW COUNTY
Mckenzie Personnel Services
NORCOR Juvenile Detention
Tillamook County Estuary
Job Council
BAKER CNTY GOVT
TILLAMOOK CNTY
Multnomah County Dept of County Assets
Wheeler County
Resource Connections of Oregon
Lane County Sheriff's Office
Clatsop County Sheriff's Office
Harney County Community Corrections
Clackamas County Juvenile Dept
Columbia Basin Care Facility
City of Seaside Police Department

Account Type: Non-Profit (635 records)

Tamarack Aquatic Center
Seven Feathers Casino
St Paul Baptist Church
Long Tom Watershed Council
San Martin Deporres Catholic Church
Portland Parks Foundation
Cedar Hills Baptist Church
Unitarian Universalist Church in Eugene
Emmanuel Bible Church
La Pine Chamber of Commerce
Farmworkers Housing Development
Corporation
World Forestry Center
Oregon Farm Bureau
Mt Emily Safe Center
Salem First Presbyterian Church
Rolling Hills Baptist Church
Baker Elks
Gates Community Church of Christ
PIP Corps LLC
Turtle Ridge Wildlife Center
Grande Ronde Model Watershed Foundation

Western Environmental Law Center

Solicitation Number 2015-6902

Oregon District 7 Little League
Mercy Flights, Inc.
Metropolitan Contractor Improvement
Partnership
The Christian Church of Hillsboro Oregonb
Congregation Neveh Shalom
My Fathers House
Step Forward Activities Inc
HHoly Trinity Greek Orthodox Cathedral
MECOP Inc.
Workforce Northwest Inc
Lane Arts Council
Intergral Youth Services
Children Center At Trinity
Beaverton Christians Church
Oregon Humanities
St. Pius X School
Community Connection of Northeast Oregon,
Inc.
St Mark Presbyterian Church
Living Opportunities, Inc.
Coos Art Museum
OETC
Blanchet House of Hospitality
Garten Services Inc
Merchants Exchange of Portland, Oregon
Coalition for a Livable Future
West Salem United Methodist
Central Oregon Visitors Association
Soroptimist International of Gold Beach, OR
Real Life Christian Church
Dayton Christian Church
Delphian School
AVON
EPUD-Emerald People's Utility District
Human Solutions, Inc.
The Wallace Medical Concern
Boys & Girls Club of Salem, Marion & Polk
Counties
The Ross Ragland Theater and Cultural Center

Cascade Health Solutions
Umpqua Community Health Center
ALZHEIMERS NETWORK OF OREGON
NATIONAL WILD TURKEY FEDERATION

TILLAMOOK ESTUARIES PARTNERSHIP
LIFEWORKS NW
Independent Development Enterprise Alliance

MID-WILLAMETTE VALLEY COMMUNITY
ACTION AGENCY, INC
HALFWAY HOUSE SERVICES, INC.
REDMOND PROFICIENCY ACADEMY
OHSU FOUNDATION
SHELTERCARE
PRINGLE CREEK SUSTAINABLE LIVING CENTER

PACIFIC INSTITUTES FOR RESEARCH
Mental Health for Children, Inc.
The Dreaming Zebra Foundation
LAUREL HILL CENTER
THE OREGON COMMUNITY FOUNDATION
OCHIN
WE CARE OREGON
SE WORKS
ENTERPRISE FOR EMPLOYMENT AND
EDUCATION
OMNIMEDIX INSTITUTE
PORTLAND BUSINESS ALLIANCE
GATEWAY TO COLLEGE NATIONAL NETWORK

FOUNDATIONS FOR A BETTER OREGON
GOAL ONE COALITION
ATHENA LIBRARY FRIENDS ASSOCIATION
Coastal Family Health Center
CENTER FOR COMMUNITY CHANGE
STAND FOR CHILDREN
ST. VINCENT DEPAUL OF LANE COUNTY
EAST SIDE FOURSQUARE CHURCH
CORVALLIS MOUNTAIN RESCUE UNIT
InventSuccess
SHERIDAN JAPANESE SCHOOL FOUNDATION
The Blosser Center for Dyslexia Resources
MOAIC CHURCH
HOUSING AUTHORITY OF LINCOLN COUNTY
RENEWABLE NORTHWEST PROJECT
INTERNATIONAL SUSTAINABLE DEVELOPMENT
FOUNDATION
CONSERVATION BIOLOGY INSTITUTE

THE NATIONAL ASSOCIATION OF CREDIT
MANAGEMENT-OREGON, INC.
BLACHLY LANE ELECTRIC COOPERATIVE
MORNING STAR MISSIONARY BAPTIST
CHURCH
NORTHWEST FOOD PROCESSORS
ASSOCIATION
INDEPENDENT INSURANCE AGENTS AND
BROKERS OF OREGON
OREGON EDUCATION ASSOCIATION
HEARING AND SPEECH INSTITUTE INC
SALEM ELECTRIC
MORRISON CHILD AND FAMILY SERVICES
JUNIORACHIEVEMENT
CENTRAL BIBLE CHURCH
MID COLUMBIA MEDICAL CENTER-GREAT 'N
SMALL
TRILLIUM FAMILY SERVICES, INC.
YWCA SALEM
PORTLAND ART MUSEUM
SAINT JAMES CATHOLIC CHURCH
SOUTHERN OREGON HUMANE SOCIETY
VOLUNTEERS OF AMERICA OREGON
CENTRAL DOUGLAS COUNTY FAMILY YMCA
METROPOLITAN FAMILY SERVICE
OREGON MUSUEM OF SCIENCE AND INDUSTRY

FIRST UNITARIAN CHURCH
ST. ANTHONY CHURCH
Good Shepherd Medical Center
Salem Academy
GEN CONF OF SDA CHURCH WESTERN OR
PORTLAND ADVENTIST ACADEMY
ST VINCENT DE PAUL
OUTSIDE IN
UNITED CEREBRAL PALSY OF OR AND SW WA

WILLAMETTE VIEW INC.
PORTLAND HABILITATION CENTER, INC.
OREGON STATE UNIVERSITY ALUMNI
ASSOCIATION
ROSE VILLA, INC.
NORTHWEST LINE JOINT APPRENTICESHIP &
TRAINING COMMITTEE

BOYS AND GIRLS CLUBS OF PORTLAND
METROPOLITAN AREA
ROGUE FEDERAL CREDIT UNION
Oregon Research Institute
WILLAMETTE LUTHERAN HOMES, INC
LANE MEMORIAL BLOOD BANK
PORTLAND JEWISH ACADEMY
LANECO FEDERAL CREDIT UNION
GRANT PARK CHURCH
ST. MARYS OF MEDFORD, INC.
US CONFERENCE OF MENONNITE BRETHREN
CHURCHES
FAITHFUL SAVIOR MINISTRIES
OREGON CITY CHURCH OF THE NAZARENE
OREGON COAST COMMUNITY ACTION
EDUCATION NORTHWEST
COMMUNITY ACTION TEAM, INC.
EUGENE SYMPHONY ASSOCIATION, INC.
STAR OF HOPE ACTIVITY CENTER INC.
SPARC ENTERPRISES
SOUTHERN OREGON CHILD AND FAMILY
COUNCIL, INC.
SALEM ALLIANCE CHURCH
Lane Council of Governments
FORD FAMILY FOUNDATION
TRAILS CLUB
NEWBERG FRIENDS CHURCH
WOODBURN AREA CHAMBER OF COMMERCE

CONTEMPORARY CRAFTS MUSEUM AND
GALLERY
CITY BIBLE CHURCH
OREGON LIONS SIGHT & HEARING
FOUNDATION
PORTLAND WOMENS CRISIS LINE
THE SALVATION ARMY - CASCADE DIVISION
WILLAMETTE FAMILY
WHITE BIRD CLINIC
GOODWILL INDUSTRIES OF LANE AND SOUTH
COAST COUNTIES
PLANNED PARENTHOOD OF SOUTHWESTERN
OREGON
HOUSING NORTHWEST
OREGON ENVIRONMENTAL COUNCIL
MEALS ON WHEELS PEOPLE, INC.

FAITH CENTER
Bob Belloni Ranch, Inc.
GOOD SHEPHERD COMMUNITIES
SACRED HEART CATHOLIC DAUGHTERS
HELP NOW! ADVOCACY CENTER
TENAS ILLAHEE CHILDCARE CENTER
SUNRISE ENTERPRISES
LOOKING GLASS YOUTH AND FAMILY SERVICES

SERENITY LANE
EAST HILL CHURCH
LA GRANDE UNITED METHODIST CHURCH
COAST REHABILITATION SERVICES
Edwards Center Inc
ALVORD-TAYLOR INDEPENDENT LIVING
SERVICES
NEW HOPE COMMUNITY CHURCH
KLAMATH HOUSING AUTHORITY
QUADRIPLIGICS UNITED AGAINST
DEPENDENCY, INC.
SPONSORS, INC.
COLUMBIA COMMUNITY MENTAL HEALTH
ADDICTIONS RECOVERY CENTER, INC
METRO HOME SAFETY REPAIR PROGRAM
OREGON SUPPORTED LIVING PROGRAM
SOUTH COAST HOSPICE, INC.
ALLFOURONE/CRESTVIEW CONFERENCE CTR.

The International School
REBUILDING TOGETHER - PORTLAND INC.
PENDLETON ACADEMIES
PACIFIC FISHERY MANAGEMENT COUNCIL
DOGS FOR THE DEAF, INC.
PUBLIC DEFENDER SERVICES OF LANE COUNTY,
INC.
EMMAUS CHRISTIAN SCHOOL
DELIGHT VALLEY CHURCH OF CHRIST
SAINT CATHERINE OF SIENA CHURCH
PORT CITY DEVELOPMENT CENTER
VIRGINIA GARCIA MEMORIAL HEALTH CENTER

CENTRAL CITY CONCERN
CANBY FOURSQUARE CHURCH
EMERALD PUD
VERMONT HILLS FAMILY LIFE CENTER

BENTON HOSPICE SERVICE
INTERNATIONAL SOCIETY FOR TECHNOLOGY IN
EDUCATION
COMMUNITY CANCER CENTER
OPEN MEADOW ALTERNATIVE SCHOOLS, INC.

CASCADIA BEHAVIORAL HEALTHCARE
WILD SALMON CENTER
BROAD BASE PROGRAMS INC.
SUNNYSIDE FOURSQUARE CHURCH
TRAINING EMPLOYMENT CONSORTIUM
RELEVANT LIFE CHURCH
211INFO
SONRISE CHURCH
LIVING WAY FELLOWSHIP
Women's Safety & Resource Center
SEXUAL ASSAULT RESOURCE CENTER
IRCO
NORTHWEST YOUTH CORPS
TILLAMOOK CNTY WOMENS CRISIS CENTER
SECURITY FIRST CHILD DEVELOPMENT CENTER

CLASSROOM LAW PROJECT
YOUTH GUIDANCE ASSOC.
PREGNANCY RESOUCE CENTERS OF GRETER
PORTLAND
ELMIRA CHURCH OF CHRIST
JASPER MOUNTAIN
ACUMENTRA HEALTH
WORKSYSTEMS INC
COVENANT CHRISTIAN HOOD RIVER
OREGON DONOR PROGRAM
NAMI OREGON
OLIVET BAPTIST CHURCH
SILVERTON AREA COMMUNITY AID
CONFEDERATED TRIBES OF GRAND RONDE
NEIGHBORIMPACT
CATHOLIC COMMUNITY SERVICES
NEW AVENUES FOR YOUTH INC
LA CLINICA DEL CARINO FAMILY HEALTH CARE
CENTER
DECISION SCIENCE RESEARCH INSTITUTE, INC.

WESTERN STATES CENTER
HIV ALLIANCE, INC

PARTNERSHIPS IN COMMUNITY LIVING, INC.

FANCONI ANEMIA RESEARCH FUND INC.
BLIND ENTERPRISES OF OREGON
OREGON BALLET THEATRE
SMART
All God's Children International
FARMWORKER HOUSING DEV CORP
UMPQUA COMMUNITY DEVELOPMENT
CORPORATION
REGIONAL ARTS AND CULTURE COUNCIL
THE EARLY EDUCATION PROGRAM, INC.
MACDONALD CENTER
EVERGREEN AVIATION MUSEUM AND CAP.
MICHAEL KING.

SELF ENHANCEMENT INC.
FRIENDS OF THE CHILDREN
SOUTH LANE FAMILY NURSERY DBA FAMILY
RELIEF NURSE
COMMUNITY VETERINARY CENTER
PORTLAND SCHOOLS FOUNDATION
SUSTAINABLE NORTHWEST
OREGON DEATH WITH DIGNITY
BIRCH COMMUNITY SERVICES, INC.
BAY AREA FIRST STEP, INC.
OSLC COMMUNITY PROGRAMS
EN AVANT, INC.
ASHLAND COMMUNITY HOSPITAL
NORTHWEST ENERGY EFFICIENCY ALLIANCE
BONNEVILLE ENVIRONMENTAL FOUNDATION

SUMMIT VIEW COVENANT CHURCH
SALMON-SAFE INC.
BETHEL CHURCH OF GOD
PROVIDENCE HOOD RIVER MEMORIAL
HOSPITAL
SAINT ANDREW NATIVITY SCHOOL
BARLOW YOUTH FOOTBALL
SPOTLIGHT THEATRE OF PLEASANT HILL
FAMILIES FIRST OF GRANT COUNTY, INC.
TOUCHSTONE PARENT ORGANIZATION
CANCER CARE RESOURCES
CASCADIA REGION GREEN BUILDING COUNCIL

SHERMAN DEVELOPMENT LEAGUE, INC.

SCIENCEWORKS
WORD OF LIFE COMMUNITY CHURCH
SOCIAL VENTURE PARTNERS PORTLAND
OREGON PROGRESS FORUM
CENTER FOR RESEARCH TO PRACTICE
WESTERN RIVERS CONSERVANCY
UNITED WAY OF THE COLUMBIA WILLAMETTE

EUGENE BALLET COMPANY
EAST WEST MINISTRIES INTERNATIONAL
SISKIYOU INITIATIVE
EDUCATIONAL POLICY IMPROVEMENT CENTER

North Pacific District of Foursquare Churches

CATHOLIC CHARITIES
FIRST CHURCH OF THE NAZARENE
WESTSIDE BAPTIST CHURCH
Housing Development Center
Hoodview Christian Church
Little Promises Children's Program
UNION GOSPEL MISSION
GRACE BAPTIST CHURCH
COMMUNITY ACTION ORGANIZATION
OUTSIDE IN
MAKING MEMORIES BREAST CANCER
FOUNDATION, INC.

ELAW
COMMUNITY HEALTH CENTER, INC
Greater Portland INC Eugene
Builders Exchange Boys
& Girls Club of Corvallis
Southeast Uplift Neighborhood Coalition
First United Presbyterian Church
PDX Wildlife
Jackson-Josephine 4-C Council
North Coast Family Fellowship
P E C I
Childsworld Learning Center
Portland Schools Alliance
New Artists Performing Arts Productions, Inc.

Relief Nursery
St. Mary's Episcopal Church
Viking Sal Senior Center

Boys and Girls Club of the Rogue Valley
DrupalCon Inc., DBA Drupal Association
Albany Partnership for Housing and
Community Development
Hermiston Christian Center & School
Dress for Success Oregon
Beaverton Rock Creek Foursquare Church
St Paul Catholic Church
St Mary's Catholic School and Parish
Polk Soil and Water Conservation District
Street Ministry
La Grande Church of the Nazarene
Spruce Villa, Inc.
House of Prayer for All Nations
Sacred Heart Catholic Church
African American Health Coalition, Inc.
Happy Canyon Company
Village Home Education Resource Center
Monet's Children's Circle
Cascade Housing Association
Dayspring Fellowship
Northwest Habitat Institute
Winding Waters Medical Clinic
First Baptist Church
The Nature Conservancy, Willamette Valley
Field Office
Serenity Lane Health Services
Portland Community Reinvestment Initiatives,
Inc.
GeerCrest Farm & Historical Society
College United Methodist Church
The Collins Foundation
Prince of Peace Lutheran Church & School
NEDCO
Salem Evangelical Church
Daystar Education, Inc.
Oregon Social Learning Center
Pain Society of Oregon
environmental law alliance worldwide
Community in Action
Safe Harbors
FIRST CHRISTIAN CHURCH
Pacific Classical Ballet
Depaul Industries
African American Health Coalition

Jesus Prayer Book
 Coalition Of Community Health
 River Network
 CCI Enterprises Inc
 Oregon Nurses Association
 GOODWILL INDUSTRIES OF THE COLUMBIA
 WILLAMETTE
 Mount Angel Abbey
 YMCA OF ASHLAND
 YMCA OF COLUMBIA-WILLAMETTE
 ASSOCIATION SERVICES
 Multnomah Law Library
 Friends Of Tryon Creek State P
 Ontrack Inc.
 Calvin Presbyterian Church
 HOLT INTL CHILD
 St John The Baptist Catholic
 Portland Foursquare Church
 Portland Christian Center
 Church Extension Plan
 Occu Afghanistan Relief Effort
 EUGENE FAMILY YMCA
 Christ The King Parish and School
 Newberg Christian Church
 First United Methodist Church
 Zion Lutheran Church
 Southwest Bible Church
 Community Works Inc
 Masonic Lodge Pearl 66
 Molalla Nazarene Church
 Transition Projects, Inc
 St Michaels Episcopal Church
 Saint Johns Catholich Church
 Access Inc
 Community Learning Center
 Old Mill Center for Children and Families
 Sunny Oaks Inc
 Hospice Center Bend La Pine
 Westside Foursquare Church
 Relief Nursery Inc
 Morning Star Community Church
 MULTNOMAH DEFENDERS INC
 Providence Health System
 Holy Trinity Catholic Church
 Holy Redeemer Catholic Church
 Solicitation Number 2015-6902

Alliance Bible Church
 CARE OREGON
 Mid Columbia Childrens Council
 HUMANE SOCIETY OF REDMOND
 Our Redeemer Lutheran Church
 Kbps Public Radio
 Skyball Salem Keizer Youth Bas
 Open Technology Center
 Grace Chapel
 CHILDREN'S MUSEUM 2ND
 Solid Rock
 West Chehalem Friends Church
 Guide Dogs For The Blind
 Aldersgate Camps and Retreats
 St. Katherine's Catholic Church
 The Alliance NW of the Christian & Missionary
 Alliance
 Bags of Love
 Grand View Baptist Church
 Green Electronics Council
 Scottish Rite
 Western Wood Products Association
 THE NEXT DOOR
 NATIONAL PSORIASIS FOUNDATION
 NEW BEGINNINGS CHRISTIAN CENTER
 HIGHLAND UNITED CHURCH OF CHRIST
 OREGON REPERTORY SINGERS
 HIGHLAND HAVEN
 FAIR SHARE RESEARCH AND EDUCATION FUND

Oregon Satsang Society, Inc., A chartered
 Affiliate of ECKANKAR , ECKA
 First Baptist Church of Enterprise
 The Canby Center
 Instituto de Cultura y Arte In Xochitl In Cuicatl

OSLC COMMUNITY PROGRAMS OCP
 Oregon Nikkei Endowment
 Eastern Oregon Alcoholism Foundation
 Grantmakers for Education
 The Spiral Gallery
 The ALS Association Oregon and SW
 Washington Chapter
 Children's Relief Nursery
 Home Builders

World of Speed
SW Community Health Center
Energy Trust of Oregon
St. Vincent de Paul Church
Fr. Bernard Youth Center
Oregon Psychoanalytic Center
Store to Door
Depaul Industries
OUR LADY OF PERPETUAL HELP CATHOLIC
CHURCH ALBANY OREGON
SELCO Community Credit Union
North Coast Christian Church
Union County Economic Development Corp.
Camelto Theatre Company
Camp Fire Columbia
TAKE III OUTREACH
Rolling Hills Community Church
Summa Institute
Amani Center
Billy Webb Elks lodge #1050
Silverton Senior Center
Sandy Seventh-day Adventist Church
Muddy Creek Charter School
A FAMILY FOR EVERY CHILD
1000 FRIENDS OF OREGON
NONPROFIT ASSOCIATION OF OREGON
LUKE DORF INC
FAMILY CARE INC
MEDICAL TEAMS INTL
Clean Slate Canine Rescue & Rehabilitation
St. Martins Episcopal church
Food for Lane County
columbia gorge discovery center and museum

NAMI of Washington County
The Dalles Art Association
Temple Beth Israel
Willamette Leadership Academy/Pioneer
Youth Corps Of Oregon
Rose Haven
OREGON STATE UNIVERSITY BOOKSTORE INC

FAIRFIELD BAPTIST CHURCH
Sexual Assault Support Services
Neskowin Valley School

RON WILSON CENTER FOR EFFECTIVE LIVING
INC
St. Joseph Shelter
The Inn Home for Boys, Inc.9138
MCKENZIEWATERSHED COUNCIL
MENNONITE HOME OF ALBANY INC
Oregon Technical Assistance Corporation
Oregon And Southern Idaho Laborers
Employers Training School
New Life Fellowship Church of God
Gladstone Senior Center Education
Travel & Culture, Inc.
Rural Development Initiatives
Jason Lee Manor/UMRC
YMCA of Marion and Polk Counties
PacificSource Health
Faith Christian Fellowship
Brookings Elks Lodge
Tillamook Seventh Day Adventist Church
Oregon Jewish Community Foundation
East River Fellowship
Holy Family Academy
FIRST BAPTIST CHURCH OF EUGENE
Peace Lutheran Church
Housing Authority of Douglas County
Vietnamese Christian Community Church
Friends for Animals
Family Building Blocks
Goodwill Industries of Lane and South Coast

Friends of Driftwood Library
Consumers Power Inc.
A. C. Gilbert's Discovery Village
First Lutheran Church of Astoria
Fund For Christian Charity
Deer Meadow Assisted Living
Oregon Laborers-Employer Administrative
Fund, LLC
Umpqua Basin Water Association
Alpha Lambda House Corporation
Eugene Creative Care
The Church of Christ of Latter Day Saints
Cascade Height Public Charter School PTA
G.O.B.H.I

Association of Oregon Corrections EMPloyees,
 Inc.
 A Jesus Church Family
 300 Main Inc
 Southwestern Oregon Public Defender
 Services, Inc.
 Albertina Kerr Centers
 Dufur Christian Church
 St. Matthew Catholic School
 Serendipity Center Inc
 CASA of Marion County
 Westside Church of Christ Inc
 Northwest Family Services
 Network Charter School
 Ride Connecton
 Parenting Now!
 Christian Church of Woodburn
 Native American Youth and Family Center Early
 College Academy
 USO Northwest
 Norkenzie Christian Church
 Little Flower Development Center
 Evergreen Wings and Waves
 Ascension Episcopal Parish
 Center for Family Development
 West Salem Foursquare Church
 Mount Pisgah Arboretum
 Lower Columbia Estuary Partnership
 Mt Hood Hospice
 Opportunity Foundation of central Oregon
 Constructing Hope
 Abuse Recovery Ministry & Services
 Oasis Shelter Home
 Nehalem Bay House
 p:ear
 Health Share of Oregon
 St. Peter Catholic Church
 Mid Willamette Valley Community Action
 A Hope For Autism Foundation
 Breast Friends
 SEPTL Southeast Portland Tool Library
 National Christian Community Foundation
 Legal Aid Services of Oregon LITC
 Willamette Valley Babe Ruth
 Center For Continuous Improvement

SEIU Local 49 Emerald
 Media Group
 Trillium Sprigs
 Western Arts Alliance
 Youth Dynamics
 Ashland Art Center
 Apostolic Church of Jesus Christ
 DOUGLAS FOREST PROTECTIVE
 Oregon Lyme Disease Network
 Ecotrust
 SPECIAL MOBILITY SERVICES
 Bethlehem Christian Pre-School
 Historical Outreach Foundation
 Teras Interventions and Counseling Inc
 Salem Area Chamber of Commerce
 First Congregational Chrch
 OREGON STATE FAIR
 Ronald McDonald House Charities of Oregon &
 Southwest Washington
 Center for Human Development
 Bridges to Change
 DePaul Treatment Centers, Inc.
 Ministerio International Casa
 New Paradise Worship Center
 Mission Increase Foundation
 Curry Public Transit Inc
 THREE RIVERS CASINO
 Brookings Harbor Christian School
 Yamhill Community Care Organization
 Portland Japanese Garden
 The Madeleine Parish
 The Tucker-Maxon Oral School
 Southwest Neighborhoods, Inc
 Wallowa Valley Center For Wellness
 KIDS INTERVENTION AND DIAGNOSTIC CENTER

Portland Yacht Club
 League of Women Voters
 Portland Police Sunshine Division
 United Way of Lane County
 Unithed Way
 Portland Oregon Visitors Association
 Southern Oregon Project Hope
 Our United Villages
 Samaritan Health Services Inc.

Santiam Assembly of God
Kilchis House
Calvary Assembly of God
Lake Grove Presbyterian Church
Grace Lutheran School
Western Mennonite School
OEA CHOICE TRUST
American Tinnitus Association
Oregon Coast Aquarium, Inc.
Unitus Community Credit Union
St John the Baptist Greek Orthodox Church
COLUMBIA PACIFIC ECONOMIC DEVELOPMENT
DISTRICT OF OREGON
St Andrews Presbyterian
Oregon Rural Electric Cooperative Association

THE MILL CASINO

Account Type: College and University (33 records)

Oregon State University
Treasure Valley Community College
Unviersity of Oregon
OREGON UNIVERSITY SYSTEM
University of Western States
GEORGE FOX UNIVERSITY
LEWIS AND CLARK COLLEGE
PACIFIC UNIVERSITY
REED COLLEGE
WILLAMETTE UNIVERSITY
LINFIELD COLLEGE
MULTNOMAH BIBLE COLLEGE
NORTHWEST CHRISTIAN COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
BLUE MOUNTAIN COMMUNITY COLLEGE
PORTLAND STATE UNIV.
CLACKAMAS COMMUNITY COLLEGE
MARYLHURST UNIVERSITY
OREGON HEALTH AND SCIENCE UNIVERSITY
BIRTHINGWAY COLLEGE OF MIDWIFERY
pacific u
UNIVERSITY OF OREGON
CONCORDIA UNIV
Marylhurst University
Corban College

Oregon Center For Advanced T
UNIVERSITY OF PORTLAND
Portland Actors Conservatory
University Of Oregon Athletics Department
Ecola Bible School
Beta Omega Alumnae
Oregon Institute of Technology
EASTERN OREGON UNIVERSITY

Account Type: Other (62 records)

Milton-Freewater Unified School District No 7

Clackamas River Water Providers
eickhoff dev co inc
Cornerstone Association Inc
The Klamath Tribe
advocate care
Cannon Beach Fire
Life Flight Network LLC
COVENANT RETIREMENT COMMUNITIES
PENTAGON FEDERAL CREDIT UNION
SAIF CORPORATION
GREATER HILLSBORO AREA CHAMBER OF
COMMERCE
LANE ELECTRIC COOPERATIVE
USAGENCIES CREDIT UNION
PACIFIC CASCADE FEDERAL CREDIT UNION
LOCAL GOVERNMENT PERSONNEL INSTITUTE

GRANTS PASS MANAGEMENT SERVICES, DBA

SPIRIT WIRELESS
Kartini Clinic
Astra
Beit Hallel
Cvalco
OREGON CORRECTIONS ENTERPRISES
OFFICE OF PUBLIC DEFENSE SERVICES
Clatskanie People's Utility District
PIONEER COMMUNITY DEVELOPMENT
MARION COUNTY HEALTH DEPT
Ricoh USA
Heartfelt Obstetrics & Gynecology
Coquille Economic Development Corporation

CITY/COUNTY INSURANCE SERVICE
COMMUNITY CYCLING CENTER
Shangri La
Portland Impact
Eagle Fern Camp
KLAMATH FAMILY HEAD START
RIVER CITY DANCERS
Oregon Permit Technical Association
KEIZER EAGLES AERIE 3895
Pgma/Cathie Bourne
Sunrise Water
Burns Paiute Tribe
Oregon Public Broadcasting
La Grande Family Practice
Sphere MD
BIENESTAR, INC.
sunrise water authority
EAstern Oregon Trade and Event Center
Waste-Pro
NPKA
Confederated Tribes of Warm Springs
Oregon State Credit Union
Halsey-Shedd Fire District
Nez Perce Tribe
Obsidian Urgent Care, P.C.
First Presbyterian Church of La Grande
CONFLUENCE ENVIRONMENTAL CENTE
A&I Benefit Plan Administrators, Inc.
K Churchill Estates
CSC HEAD START
NORTHWEST VINTAGE CAR AND MOTORCYCLE

crescent grove cemetery

Account Type: City Special District (21 records)

Roseburg Police Department
Molalla Rural Fire Protection District
MONMOUTH - INDEPENDENCE NETWORK
EUGENE WATER & ELECTRIC BOARD
MALIN COMMUNITY PARK AND RECREATION DISTRICT
TILLAMOOK PEOPLES UTILITY DISTRICT
GLADSTONE POLICE DEPARTMENT
GOLD BEACH POLICE DEPARTMENT

THE NEWPORT PARK AND RECREATION CENTER
RIVERGROVE WATER DISTRICT
TUALATIN VALLEY FIRE & RESCUE
GASTON RURAL FIRE DEPARTMENT
CITY COUNTY INSURANCE SERVICES
SOUTH SUBURBAN SANITARY DISTRICT
SOUTH FORK WATER BOARD
SUNSET EMPIRE PARK AND RECREATION
SPRINGFIELD UTILITY BOARD
Tillamook Urban Renewal Agency
Netarts Water District
OAK LODGE SANITARY DISTRICT
Boardman Rural Fire Protection District

Account Type: Independent Special District (50 records)

Silverton Fire District
Lewis and Clark Rural Fire Protection District

Rainbow Water District
Illinois Valley Fire District
Clatskanie RFPD
PORT OF TILLAMOOK BAY
TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE
METROPOLITAN EXPOSITION-RECREATION COMMISSION
REGIONAL AUTOMATED INFORMATION NETWORK
OAK LODGE WATER DISTRICT
THE PORT OF PORTLAND
WILLAMALANE PARK AND RECREATION DISTRICT
TUALATIN VALLEY WATER DISTRICT
UNION SOIL & WATER CONSERVATION DISTRICT
LANE EDUCATION SERVICE DISTRICT
TUALATIN HILLS PARK AND RECREATION DISTRICT
PORT OF SIUSLAW
CHEHALEM PARK AND RECREATION DISTRICT

PORT OF ST HELENS
LANE TRANSIT DISTRICT

CENTRAL OREGON INTERGOVERNMENTAL
COUNCIL
HOODLAND FIRE DISTRICT NO.74
MID COLUMBIA COUNCIL OF GOVERNMENTS

WEST MULTNOMAH SOIL AND WATER
CONSERVATION DISTRICT
SALEM AREA MASS TRANSIT DISTRICT
Banks Fire District #13
KLAMATH COUNTY 9-1-1
GLENDALE RURAL FIRE DISTRICT
COLUMBIA 911 COMMUNICATIONS DISTRICT

CLACKAMAS RIVER WATER
NW POWER POOL
Lowell Rural Fire Protection District
TriMet Transit
Estacada Rural Fire District
Keizer Fire District
State Accident Insurance Fund Corporation
Bend Metro Park & Recreation District Port
of Hood River
La Pine Park & Recreation District
Siuslaw Public Library District
Columbia River Fire & Rescue
Fern Ridge Library District
Bend Park and Recreation District
Port of Garibaldi
Seal Rock Water District
Rockwood Water P.U.D.
Tillamook Fire District
Tillamook County Transportation Dist
Central Lincoln People's Utility District
Jefferson Park and Recreation

Account Type: City (155 records)

City of Monmouth / Public Works
McMinnville Police Department
City of Sublimity
City of Central Point Parks and Recreation
Gearhart Fire Department
Woodburn City Of
Brookings Fire / Rescue
City of Veneta
CITY OF DAMASCUS

Hermiston Fire & Emergency Svcs
CEDAR MILL COMMUNITY LIBRARY
CITY OF LAKE OSWEGO
LEAGUE OF OREGON CITIES
CITY OF SANDY
CITY OF ASTORIA OREGON
CITY OF BEAVERTON
CITY OF BOARDMAN
CITY OF CANBY
CITY OF CANYONVILLE
CITY OF CENTRAL POINT POLICE DEPARTMENT

CITY OF CLATSKANIE
CITY OF CONDON
CITY OF COOS BAY
CITY OF CORVALLIS
CITY OF CRESWELL
CITY OF ECHO
CITY OF ESTACADA
CITY OF EUGENE
CITY OF FAIRVIEW
CITY OF GEARHART
CITY OF GOLD HILL
CITY OF GRANTS PASS
CITY OF GRESHAM
CITY OF HILLSBORO
CITY OF HOOD RIVER
CITY OF JOHN DAY
CITY OF KLAMATH FALLS
CITY OF LA GRANDE CITY
OF MALIN
CITY OF MCMINNVILLE
CITY OF HALSEY
CITY OF MEDFORD
CITY OF MILL CITY
CITY OF MILWAUKIE
CITY OF MORO
CITY OF MOSIER
CITY OF NEWBERG
CITY OF OREGON CITY
CITY OF PILOT ROCK
CITY OF POWERS
RAINIER POLICE DEPARTMENT
CITY OF REEDSPORT
CITY OF RIDDLE

CITY OF SCAPPOOSE
CITY OF SEASIDE
CITY OF SILVERTON
CITY OF STAYTON
City of Troutdale
CITY OF TUALATIN, OREGON
CITY OF WARRENTON
CITY OF WEST LINN/PARKS
CITY OF WOODBURN
CITY OF TIGARD, OREGON
CITY OF AUMSVILLE
CITY OF PORT ORFORD
CITY OF EAGLE POINT
CITY OF WOOD VILLAGE
St. Helens, City of
CITY OF WINSTON
CITY OF COBURG
CITY OF NORTH PLAINS
CITY OF GERVAIS
CITY OF YACHATS
FLORENCE AREA CHAMBER OF COMMERCE
PORTLAND DEVELOPMENT COMMISSION
CITY OF CANNON BEACH OR
CITY OF ST. PAUL
CITY OF ADAIR VILLAGE
CITY OF WILSONVILLE
CITY OF HAPPY VALLEY
CITY OF SHADY COVE
CITY OF LAKESIDE
CITY OF MILLERSBURG
CITY OF GATES
KEIZER POLICE DEPARTMENT
CITY OF DUNDEE
CITY OF AURORA
THE CITY OF NEWPORT
CITY OF ALBANY
CITY OF ASHLAND
CITY OF LEBANON
CITY OF PORTLAND
CITY OF SALEM
CITY OF SPRINGFIELD
METRO
CITY OF BURNS
CITY OF COTTAGE GROVE

CITY OF DALLAS
CITY OF FALLS CITY
CITY OF PHOENIX
CITY OF PRAIRIE CITY
CITY OF REDMOND
CITY OF SHERWOOD
City of junction city
City of Florence
Columbia Gorge Community
City of Dayton
City of Carlton
City of Pendleton Convention Center
City of Monmouth
City of Philomath
City of Sheridan
Seaside Public Library
City of Yoncalla
La Grande Police Department
Cove City Hall
NW PORTLAND INDIAN HEALTH BOARD
Portland Patrol Services
City Of Bend
City Of Coquille
City Of Molalla
ROCKWOOD WATER PEOPLE'S UTILITY
DISTRICT
City of St. Helens
City of North Powder
City of Eugene
City of Cornelius, OR
Toledo Police Department
City of Independence
City of Baker City
McMinnville Water & Light
City of Pendleton Parks & Recreation
CITY OF SWEETHOME
CITY OF THE DALLES
CLACKAMAS FIRE DIST#1
DESCHUTES PUBLIC LIBRARY
STAYTON FIRE DISTRICT
City of Ontario
City of Corvallis Parks and Recreation
North Lincoln Fire & Rescue #1
City of Harrisburg
Gladstone Public Library

City of Portland Parks Bureau
Seaside Fire & Rescue
City Of North Bend
City of Union
City of Nehalem
City of Richland
CITY OF LINCOLN CITY
City of Donald
City of Milton-Freewater
CITY OF SCIO
City of Forest Grove
City Government
City of Mt. Angel
Albany Police Department

Account Type: County Special District (35 records)

Umatilla Electric Cooperative
WATER ENVIRONMENT SERVICES
Polk County Fire District No.1
Netarts-Oceanside RFPD
UIUC
Rogue River Fire District
Aurora Rural Fire District
Tillamook County Emergency Communications District
Southern Coos Hospital
Oregon Cascades West Council of Governments
MULTONAH COUNTY DRAINAGE DISTRICT #1

PORT OF BANDON
OR INT'L PORT OF COOS BAY
MID-COLUMBIA CENTER FOR LIVING
DESCHUTES COUNTY RFPD NO.2
YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT
PACIFIC STATES MARINE FISHERIES COMMISSION
CENTRAL OREGON IRRIGATION DISTRICT
MARION COUNTY FIRE DISTRICT #1
COLUMBIA RIVER PUD
SANDY FIRE DISTRICT NO. 72
BAY AREA HOSPITAL DISTRICT
NEAH KAH NIE WATER DISTRICT

PORT OF UMPQUA
EAST MULTNOMAH SOIL AND WATER CONSERVANCY
Benton Soil & Water Conservation District
DESCHUTES PUBLIC LIBRARY SYSTEM
CLEAN WATER SERVICES
North Douglas County Fire & EMS
Crooked River Ranch Rural Fire Protection District
PARROTT CREEK CHILD & FAM
South Lane County Fire And Rescue
Lake Chinook Fire & Rescue
Clackamas County Water Environment Services

Amity Fire District

Account Type: Community College (16 records)

CENTRAL OREGON COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
LANE COMMUNITY COLLEGE
MT. HOOD COMMUNITY COLLEGE
LINN-BENTON COMMUNITY COLLEGE
SOUTHWESTERN OREGON COMMUNITY COLLEGE
PORTLAND COMMUNITY COLLEGE
CHEMEKETA COMMUNITY COLLEGE
ROGUE COMMUNITY COLLEGE
COLUMBIA GORGE COMMUNITY COLLEGE
TILLAMOOK BAY COMMUNITY COLLEGE
KLAMATH COMMUNITY COLLEGE DISTRICT
Oregon Coast Community College
Clatsop Community College North
Portland Bible College
OREGON COMMUNITY COLLEGE ASSOCIATION

Account Type: State Agency (44 records)

Teacher Standards and Practices Commission

Salem Keizer School District Purchasing
Kdrv Channel 12
Opta Oregon Permit Technician
Oregon Forest Resources Institute
Office of the Ong Term Care Ombudsman

Oregon State Lottery
 OREGON TOURISM COMMISSION
 OREGON STATE POLICE
 OFFICE OF THE STATE TREASURER
 OREGON DEPT. OF EDUCATION
 SEIU LOCAL 503, OPEU
 OREGON DEPARTMENT OF FORESTRY
 OREGON STATE DEPT OF CORRECTIONS
 OREGON CHILD DEVELOPMENT COALITION
 OFFICE OF MEDICAL ASSISTANCE PROGRAMS

 OREGON OFFICE OF ENERGY
 OREGON STATE BOARD OF NURSING
 BOARD OF MEDICAL EXAMINERS
 OREGON LOTTERY
 OREGON BOARD OF ARCHITECTS
 SANTIAM CANYON COMMUNICATION CENTER

 OREGON DEPT OF TRANSPORTATION
 OREGON TRAVEL INFORMATION COUNCIL
 OREGON DEPARTMENT OF EDUCATION
 OREGON DEPT. OF CORRECTIONS
 DEPARTMENT OF ADMINISTRATIVE SERVICES

 Oregon Board of Massage Therapists
 Oregon Tradeswomen
 Oregon Convention Center
 OREGON SCHL BRDS ASSOCIAT
 Central Oregon Home Health and Hos
 Oregon Health Care Quality Cor
 OREGON DEPARTMENT OF HUMAN SERVICES

 Oregon Air National Guard
 Training & Employment
 State of Oregon - Department of
 Administrative Services
 Aging and People with Disabilities
 Oregon State Fair Council
 Procurement Services/DAS
 STATE OF OREGON
 OREGON JUDICIAL DEPARTMENT
 City of Astoria Fire Department

Columbia Gorge ESD

Account Type: Consolidated City/County (2 records)

Nehalem Bay Wastewater
 Association of Oregon Community Mental
 Health Programs

Account Type: Federal (7 records)

VA
 US FISH AND WILDLIFE SERVICE
 Bonneville Power Administration
 Oregon Army National Guard
 USDA Forest Service
 Yellowhawk Tribal Health Center
 ANGELL JOB CORPS

Account Type: Housing Authority (11 records)

Coquille Indian Housing Authority
 COLLEGE HOUSING NORTHWEST
 HOUSING AUTHORITY OF CLACKAMAS COUNTY

 HOUSING AUTHORITY OF PORTLAND
 WEST VALLEY HOUSING AUTHORITY
 HOUSING AUTHORITY AND COMMUNITY
 SERVICES AGENCY
 NORTH BEND CITY- COOS/URRY HOUSING
 AUTHORITY
 MARION COUNTY HOUSING AUTHORITY
 HOUSING AUTHORITY OF THE CITY OF SALEM

 Housing Authority of Yamhill County
 The Housing Authority of the County of
 Umatilla

5.18 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), 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), 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 Port deems necessary, Contractor shall permit 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 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.

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5.19 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.

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SCHEDULE 1.1

Sample Port of Portland Contract- Subject to Change

(Begins on next page)

SCHEDULE 1.1
Sample Port of Portland Contract-Subject to Change

CONTRACT NO. [Category]
This number must appear
on all invoices

**PORT OF PORTLAND CONTRACT FOR
Disaster Recovery Services, Restoration Services and any Related Services**

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

[Provider Name] ("Provider")
[Address]
[City, State, Zip]

RECITALS

- A. The Port issued Request for Proposals No. 2015-6902 (the "RFP"), inviting proposals from experienced Providers for Disaster Recovery Services, Restoration Services and any Related Services (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 Provider as a provider for the Services.

AGREEMENT

1. TERM

The term of this Personal Services Contract (the "Contract") shall commence on [Date] or the date that this Contract is fully executed by both parties, whichever is the latter, and shall expire three years from date of execution, unless sooner terminated under the provisions of this Contract. The Port shall have 2 options, exercisable sequentially and unilaterally by the Port, in its sole discretion, to extend the term of this Contract for one year at a time. The Port may exercise an option to extend the term by giving Provider written notice no later than fourteen calendar days prior to the then-current expiration date. Expiration of the Contract term does not excuse Provider'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 Provider's performance under this Contract are set forth on the attached Schedule 2.1.

2.2 Task Orders

2.2.1 Form; Content

Task Orders must be in writing and, except as expressly provided in Section 2.2.3 below, 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 Provider'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 Provider 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 Urgent and Unexpected Needs

If the Port determines that the Services are needed urgently or if the need for the Services arises unexpectedly, the Port may order Provider to commence Services under an oral task request. Oral task requests may only be issued by the Port's: Project Manager; Environmental Project Manager (if applicable); Chief Operating Officer; Deputy Executive Director; or Executive Director. For an oral task request to become a binding obligation under this Contract, it must be promptly followed by a written Task Order which is executed by all representatives of both parties as required on the Task Order form.

2.2.4 Deviations

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

2.3 Environmental Provisions

The Environmental Provisions set forth on the attached Schedule 2.3 are a part of this Contract.

2.4 Public Improvement Contracting Requirements

A Task Order shall indicate whether the associated task is subject to state public improvement contracting requirements under ORS Chapter 279C. If a task is subject to such requirements, additional contract provisions will apply, as required by the Port in its sole discretion. Those additional contract provisions may include, but not be limited to, a requirement to provide performance and payment bonds. All additional contract provisions resulting from public improvement contracting requirements will be set forth in an addendum attached to the Task Order, and will become a part of this Contract as it relates to the Services performed under that Task Order.

2.5 Public Works Contracting Requirements

A Task Order shall indicate whether the associated task is subject to public works contracting requirements under ORS 279C.800 – 279C.870. If a task is subject to such requirements, additional contract provisions will apply, as required by the Port in its sole discretion. Those additional contract provisions may include, but not be limited to, requirements to pay prevailing wages, provide certified payroll reports, and provide a public works bond. All additional contract provisions resulting from public works contracting requirements will be set forth in an addendum attached to the Task Order, and will become a part of this Contract as it relates to the Services performed under that Task Order.

2.6 Representations and Warranties

In addition to the other representations and warranties set forth in this Contract, Provider 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) Provider 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) Provider will comply with all such laws, regulations, executive orders, and ordinances; and (d) Provider's employees are trained in the proper safety procedures for the performance of the Services.

2.7 Time of Essence

Provider 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.

2.8 Written Reports

Provider'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 Provider's reports are made public. Provider shall correct such errors at no cost to the Port and shall reimburse or credit the Port for Port staff time actually spent in detecting such errors and bringing them to Provider's attention for correction, including but not limited to time spent by Port staff in meetings with Provider to discuss such defects. Reimbursement or credit shall be based upon the fully-burdened hourly rates for the Port staff in question. In-text citations must be provided for the sources of facts upon which opinions or analyses presented in written reports are based.

2.9 Deviation from Means and Methods

As between the Port and Provider, Provider shall be solely responsible for the means and methods employed by Provider and its subcontractors, if any, in performing the Services. Notwithstanding the fact that Provider is solely responsible for such means and methods, Provider 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 Provider as Provider's intended course of action in performing the Services.

2.10 Services Performed by Subcontractors

Provider shall be responsible for the quality of the work performed by any subcontractors employed by Provider to perform any part of the Services, and shall ensure that Provider'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 Provider contracts for services necessary or convenient for Provider's performance of the Services.

2.11 Duty to Inform

Provider shall give the Port prompt written notice if, at any time during the term of this Contract or the performance of the Services, Provider 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 Provider 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 Provider shall constitute neither agreement with nor acquiescence of Provider's statement or claim and shall not constitute a waiver of any of the Port's rights.

3. COMPENSATION

3.1 Rates

The Port shall pay Provider for satisfactorily-completed Services at the rates set forth on the attached Schedule 3.1. If the rates to be charged under a Task Order are not set forth on Schedule 3.1 or a written modification thereto, a Task Order may establish the applicable rates. For Services paid at hourly rates, invoices must itemize hours billed in no greater than 15-minute increments, rounding to the nearest 15-minute or smaller increment.

3.2 Total Compensation Limit

Use ONE of the following Paragraphs.

The total compensation paid under this Contract shall not exceed \$[Amount] without a written Contract amendment signed by authorized representatives of both parties. The total compensation under any single Task Order shall not exceed \$[Amount] without a written Task Order amendment signed by authorized representatives of both parties.

3.3 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.

3.4 Expenses

The Port will reimburse Provider for all reasonable direct expenses actually incurred and necessary for the performance of Services, in accordance with the expense reimbursement policies set forth on the attached Schedule 3.4 or as may otherwise be reasonably imposed by the Port by notice at any time. Any Provider 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.

3.5 Annual Rate Adjustments

Provider may request a rate adjustment no more frequently than annually for the ensuing one-year period beginning on the effective date of the Contract or on an anniversary of the effective date ("Contract Year") to reflect actual increases in Provider's cost to perform the Services, by submitting a written request with backup documentation establishing the actual increases in cost. In no event shall the rate adjustment be more than the percentage change during the preceding Contract Year in the Consumer Price Index for All Urban Consumers (CPI-U), US City Average, not seasonally adjusted, all items, published by the U.S. Department of Labor. Any request for a rate adjustment shall be submitted to the Port no less than thirty (30) calendar days prior to the end of the Contract Year, and adjustments shall be effective as of the beginning of the ensuing Contract Year.

3.6 Subcontractor Hourly Rates

3.6.1 Rate Discounts

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

3.6.2 Subcontractor Rate Management

If the Port is obligated by this Contract to reimburse Provider 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 Provider 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. Provider 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. Provider shall ensure that its subcontractors with separate contracts directly with the Port for work outside the scope of this Contract charge Provider 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

Provider 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

Provider 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 for goods, services, direct labor costs, or expenses.

3.8 Double-Charging Not Allowed

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

3.9 Payment of Claims by the Port

If Provider fails, neglects, or refuses to promptly pay any claim for labor or services furnished to Provider 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 Provider under this Contract. The Port's payment of a claim under this subsection shall not relieve Provider 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 Provider and Provider's subcontractors pertaining to the Services upon reasonable notice at any time to verify Provider's compliance with this Section 3. If the Port determines that Provider or Provider's subcontractors were not in compliance with this Section 3, Provider shall reimburse the Port for the Port's audit costs incurred to determine the non-compliance, and 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 Provider reimburses the Port for the audit costs and the overpayment.

4. INVOICING; RELATED SUBMISSIONS

4.1 Invoice Submissions

Provider 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. Provider 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.

4.2 Invoice Content; Information to be Included

4.2.1 Sample Invoice

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

4.2.2 Information to be Included

Each of Provider's invoices shall include:

4.2.2.1.1 The Port-assigned Contract number and, if applicable, the Port-assigned Task Order number and the Task Order accounting information.

4.2.2.1.2 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.

4.2.2.1.3 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.

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

4.2.2.1.5 A statement confirming Provider's timely submission of subcontractor payment information and utilization data as required under Section 4.3.

4.3 Subcontractor Payment and Utilization Reporting

Provider 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. Provider 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 Provider's invoice submission, or on such other frequency as the Port Project Manager (or his/her designee) may require. Provider must designate a representative to administer the reporting function.

4.4 Invoices Do Not Modify Contract Terms

Provisions on Provider'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 Provider for time spent preparing or submitting invoices or invoice supporting materials.

5. PAYMENT; NO WAIVER

5.1 Payment

The Port will pay Provider all undisputed amounts within thirty (30) days after the Port's receipt of Provider'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 Provider 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 Provider within forty five (45) days after the Port's receipt of Provider'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 Provider 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 Provider will be assigned any particular amount of work under this Contract. Provider acknowledges that the Port has no obligation to issue or enter into any Task Orders.

7. PROVIDER IS INDEPENDENT CONTRACTOR

Provider is an independent contractor for all purposes and shall be entitled to no compensation other than the compensation expressly provided by this Contract. Neither, Provider nor any partner, director, officer, manager, member, employee, subcontractor, or agents of Provider will be deemed to be an employee of the Port. The Port will not withhold any taxes from any payments made to Provider, and Provider 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. Provider represents, warrants, and covenants to the Port that, in the provision of the Services, Provider 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

Choose ONE of the following paragraphs.

The Port's Contract Administrator for this Contract is [Name], [###-###-####], [Email]. Provider'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

Choose ONE of the following paragraphs.

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 Provider'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

Provider 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

Provider 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 Provider's Project Manager. Provider 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. Provider 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 Provider'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 Provider given timely notice.

10.2 Port Review of Subcontractor Pricing

Prior to Provider's execution of each subcontract approved under Section 10.1 in excess of \$20,000, upon the Port's request, Provider will allow the Port to review the pricing arrangement that would be established by the subcontract. The Port may disapprove a pricing arrangement that would result in a price that is not fair and reasonable under the circumstances.

10.3 Small Business Participation

Provider has identified, or shall identify with the Port's assistance, small businesses that may be qualified to perform subcontract work under this Contract. For purposes of this subsection, "small business" means a for-profit business enterprise that has been certified by the Oregon State Office of Minority, Women, and Emerging Small Business as a Minority Business Enterprise/Women Business Enterprise (MBE/WBE) or an Emerging Small Business Enterprise (ESB), or by the Washington State Office of Minority and Women's Business Enterprises as a Minority or Women's Business Enterprise (M/WBE). Lists of certified firms are available on each agency's website. Where Provider has already identified qualified small businesses to the Port, Provider shall utilize such businesses to the fullest extent possible when work in their area(s) of expertise becomes available. When Provider works with the Port to identify qualified small businesses, Provider shall give such businesses a fair opportunity to compete for subcontract work by: (a) placing small businesses on solicitation lists; (b) assuring that small businesses are solicited whenever they are potential sources of goods or services to be procured by subcontract; (c) dividing total requirements, when economically feasible, into smaller tasks or

quantities to permit maximum participation by small businesses; and (d) establishing delivery schedules, where the requirement permits, which encourage participation by small businesses.

11. CONFIDENTIALITY

11.1 Information Security Provisions

The Information Security Provisions set forth on the attached Schedule 11.1 are a part of this Contract.

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 Provider or Provider's employees, subcontractors, or agents in connection with the Services.

12.2 Work Made for Hire; Assignment of Intellectual Property Rights

If Provider 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, Provider assigns to the Port Provider'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 Provider has any rights to the Work that cannot be assigned to the Port, Provider waives any right to assert such rights. At the request of the Port, Provider 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. Provider 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 Provider is required by this Contract to deliver a particular Work to the Port, Provider shall simultaneously deliver a copy of the Work in an electronic format acceptable to the Port. Provider 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 June 2014, the following are considered acceptable data record layout formats when doing business with the Port; however, it is Provider'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 2014, the Port is running Office 2010; upgrades and implementation of service packs occur regularly, however, and Provider 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 2010 (.dwg). AutoCAD data must meet the Port CAD 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 field notes, calculations, drafts, and Provider'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. Provider shall provide access to any computer software or hardware in Provider's possession or under Provider's control that may be necessary to see or use a Work, provided that Provider 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

Provider 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 Provider, 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 Provider that were in existence prior to the effective date of this Contract ("Pre-Existing Intellectual Property Rights"); provided however that Provider 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

Provider 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, Provider 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 Provider's records have been generated from computerized data, Provider 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, Provider must make any Provider records that would otherwise be destroyed in accordance with Provider's record retention schedule within the time period set forth above in Section 13.1 available to the Port at the end of Provider's applicable retention period.

14. INSURANCE

14.1 Liability Insurance

14.1.1 Commercial General Liability Insurance

Provider shall maintain occurrence-form commercial general liability insurance protecting Provider against liability for personal injury, bodily injury (including death), and property damage arising in the course of or in any way related to Provider's operations, in an amount not less than \$5,000,000 per occurrence.

14.1.2 Automobile Liability

If automobiles are used in the performance of this Contract, Provider 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 Provider'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

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

Provider shall maintain professional liability (errors and omissions) insurance for the protection of Provider and Provider'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. Provider shall maintain in force such coverage for not less than three (3) years following completion of the Services.

14.4 Cyber Liability

Provider shall maintain cyber liability insurance with a combined single limit of not less than \$5,000,000 per claim. Such insurance shall cover claims and losses with respect to network risks (such as data breaches, unauthorized access/use, ID theft, invasion of privacy, damage/loss/theft of data, degradation, downtime, etc.), and the coverage date shall be no later than the effective date of this Contract. Provider shall maintain an extended reporting period providing that claims first made and reported to the insurance company within three (3) years after termination of the Contract will be deemed to have been made during the policy period.

14.5 Additional Insured

All liability insurance coverages Provider maintains under this Contract shall name the Port, its commissioners, employees, and agents as additional insureds.

14.6 Certificates

14.6.1 Certificates Required

Prior to full execution of this Contract, Provider 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 14.6.1; and (ii) a copy of the endorsement or policy provision providing additional insured status under applicable liability policies.

14.6.2 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 Provider or its insurer must furnish updated certificates demonstrating continuous coverage. Provider 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).

14.7 Primary Coverage

The coverage provided by insurance required under this Contract shall be primary with respect to Provider's operations and the Services, and neither Provider nor any insurer of Provider 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

Provider 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 Provider or Provider'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), Provider 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 Provider or Provider's partners, directors, officers, managers, members, employees, subcontractors, invitees, or agents under this Contract.

15.3 Damage to Port Property

Provider shall fully compensate the Port for harm to the Port's real or personal property, other than harm arising from Provider's professional services, caused by the acts or omissions, negligent or not, of Provider or Provider'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 Provider nor any shareholder, member, or other owner of Provider shall engage in any activity, or accept any employment, interest, or contribution that would, or would reasonably appear to, compromise Provider's professional judgment with respect to the Services. A "conflict of interest" or "conflict" arises for the purposes of this Contract if Provider advises or otherwise provides services to another who has interests that are or are likely to become adverse to the interests of the Port. Provider represents and warrants that Provider has disclosed to the Port in writing all known conflicts in existence at the time this Contract is executed. Provider shall immediately give the Port a written description of any conflict that arises or becomes known after this Contract is executed. Provider 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 Provider'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 Provider's failure to disclose the conflict to the Port, and conflicts which the Port has declined to waive, Provider 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

Provider must cure any breach of this Contract within the shortest reasonable time after Provider first has actual notice of the breach or the Port notifies Provider of the breach, whichever is earlier. If Provider fails to cure a breach in accordance with this subsection, or if a breach is not capable of being cured, or if Provider 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 Provider. If the breach is material, or if Provider willfully or persistently breaches this Contract, the Port may declare Provider in default and terminate this Contract upon written notice to Provider.

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 Provider 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 Provider 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, Provider will be entitled to compensation only for Services rendered prior to the date of termination; provided however that Provider 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 Provider to resume such Services and Provider 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 Provider to resume such Services, the Port will have no liability to Provider resulting from or arising out of the suspension.

17.3 Recovery of Amounts Due for Breach

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

Provider acknowledges that the remedies available at law to the Port for a breach by Provider 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 Provider. Upon termination under this Section 18, Provider 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 Provider shall be entitled to compensation for Services rendered prior to such effective termination date.

19. AIRPORT SECURITY AND BADGING REQUIREMENTS

19.1 Compliance Mandatory

At all times during the performance of Services at the Portland International Airport ("PDX"), Provider will comply with all applicable rules and regulations governing airport security (collectively, "Airport Security Rules and Regulations"), including but not limited to the security badging, access control, and keys/locks requirements set forth in the PDX Rules (available at www.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"). Provider will further ensure that its partners, directors, officers, managers, members, employees, subcontractors, invitees, agents, and suppliers comply with all Airport Security Rules and Regulations when providing Services at PDX. Provider will obtain and thoroughly review the PDX Rules and other Airport Security Rules and Regulations before commencing Services.

19.2 Provider Security and Badging Responsibilities

Provider warrants and will ensure that any person providing Services that receives a security badge meets all applicable requirements for having a security badge. Provider will ensure that any security badges, access control devices, or keys provided by the Port are returned promptly to the PDX Security Badging Office when badgeholders leave Provider's employment or no longer provide Services at PDX, and will obtain a receipt for the return of such items. Provider will submit a copy of the receipt to the Port Project Manager. All unreturned badge or access device fees due in accordance with the PDX Rules may be deducted from any payment due under this Contract.

19.3 Security Violations

A violation of the Airport Security Rules and Regulations 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. SECURITY REQUIREMENTS AT OTHER PORT LOCATIONS

20.1 Compliance Mandatory

At all times during the performance of Services, Provider will comply with all applicable security requirements for the premises, including but not limited to the Port's Marine Terminal Security Guidelines and any other security rules maintained by the Port, its tenant in possession of the premises, or other governing authorities. Provider will further ensure that its partners, directors, officers, managers, members, employees, subcontractors, invitees, agents, and suppliers comply with such security requirements. Provider must obtain and review copies of applicable security requirements from the Port before commencing Services. Provider will ensure that any security badges, access control devices, or keys provided by the Port are returned promptly to the Port Security Badging Office when badgeholders leave Provider's employment

or no longer provide Services, and will obtain a receipt for the return of such items. Provider will 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 may be deducted from any payment due under this Contract.

20.2 Marine Terminal Requirements

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.

20.3 Security Violations

A violation of applicable security requirements 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.

21. FEMA STANDARD TERMS AND CONDITIONS

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 described in Schedule 21.

22. STATUTORILY- REQUIRED PROVISIONS

22.1 Payment for Labor or Material

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

22.2 Overtime

Provider 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 individuals under personal services contracts 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)]

22.3 Contributions to the Industrial Accident Fund

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

22.4 Income Tax Withholding

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

22.5 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)]

22.6 Medical Care for Employees

As a condition of this Contract, Provider 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 Provider, of all sums that Provider agrees to pay for such services and all moneys and sums that Provider 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)]

22.7 Liens and Claims Prohibited

As a condition of this Contract, Provider 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)]

22.8 Compliance with Tax Laws

22.8.1 Representation and Warranty

Provider represents and warrants that Provider 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. [Required by Oregon Laws 2015, Chap. 539, Section 3]

22.8.2 Covenant

Provider covenants that Provider 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. [Required by Oregon Laws 2015, Chap. 539, Section 3]

22.8.3 Failure to Comply

Provider's failure to comply with the tax laws of the State of Oregon or a political subdivision of the State of Oregon before Provider 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 Oregon Laws 2015, Chap. 539, Section 3]

23. MISCELLANEOUS PROVISIONS

23.1 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.

23.2 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.

23.3 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.

23.4 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.

23.5 Binding Effect

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

23.6 Provider Identification Number

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

23.7 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.

23.8 Modification

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

23.9 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.

23.10 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.

23.11 Government Powers

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

23.12 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.

23.13 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.

23.14 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.

23.15 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.

23.16 Permissive Cooperative Procurement Allowed

Other public contracting agencies may establish contracts or price agreements under the terms, conditions and prices of this Contract. Provider 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 Provider and other purchasing contracting agencies are entirely independent of and have no effect on this Contract.

23.17 Acknowledgment

By executing this Contract, Provider 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.

23.18 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]

Provider:

[Provider Name]

By: _____

Print name: _____

As its: _____

Date signed: _____

Phone: _____

Email: _____

Port:

THE 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

SCHEDULE 2.1

General Scope of Services

[Services]

SCHEDULE 2.2.1

Task Order Form

**PORT OF PORTLAND
Task Order**

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
Total as Previously Amended		\$0.00	3	\$0.00
Total of this Amendment		\$0.00	4	\$0.00
New Not-to-Exceed Total		\$0.00	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 _____ Date _____ Provider Authorized Signatory (if different from above) _____ 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.

Use this schedule only if Section 2.3 is utilized. Update all section number auto-cross referencing in Schedule title (at top) and in footers, and update footer name as needed.

SCHEDULE 2.3

Environmental Provisions

Environmental Provisions

1. Hazardous Building Materials; Notice Requirements

a. If Provider or its approved subcontractor(s) will perform "Destructive Work" (as defined below) at Port facilities as part of the Services, Provider acknowledges that there is a potential to encounter hazardous building materials, including but not limited to asbestos and surface coatings containing lead or other heavy metals, during the course of such work. Provider is directly responsible for preventing worker exposure to hazardous building materials. Destructive Work includes, but is not limited to: demolition, cutting, sanding, grinding, and abrading, as well as other activities that may generate dust or otherwise disturb hazardous building materials. Provider will not perform, and will not permit any subcontractor to perform, any Destructive Work that impacts hazardous building materials unless the workers are appropriately trained and maintain current licenses and certifications for such work. In addition, if Provider or a subcontractor will perform any Destructive Work on hazardous building materials as part of the Services, Provider must receive prior written authorization from the Port before beginning such work.

b. The Port has conducted asbestos surveys at certain Port facilities. These surveys identify visible or apparent asbestos containing materials ("ACM") or presumed asbestos containing material ("PACM"). The asbestos surveys are not demolition surveys, and they do not identify asbestos or other hazardous building materials that may be present in the course of Destructive Work undertaken by a contractor. If appropriate under this Contract in the Port's discretion, the Port will conduct a job or site-specific survey to determine the presence of ACM or other hazardous building materials prior to approving any Destructive Work, and will inform Provider of the results. Provider is responsible for compliance with all applicable laws or regulations regarding working on or around any hazardous building materials and must individually verify if any ACM or other hazardous building materials are present at the work site.

c. If Provider or a subcontractor encounters any actual or suspect ACM or other hazardous building materials, Provider shall immediately stop all work in the area of the known or suspected hazardous materials and immediately notify the Port's Project Manager. The Port will make arrangements for appropriate testing and abatement, if required. Provider shall provide any workers performing or responsible for any Destructive Work a written copy of such notice, and shall ensure that no work occurs that disturbs any actual or suspected hazardous building materials in violation of any of the foregoing terms or without advance written approval of the Port. Provider shall maintain records evidencing such notification for such period as may be required by applicable federal, state and local regulations. Provider shall provide copies of such records to the Port upon request.

2. Pre-Existing Conditions

As between the Port and Provider, the Port shall bear full responsibility and liability for the creation, existence, or presence of any toxic, hazardous, radioactive, infectious, or other dangerous substances existing at a site at the time Provider commences performance of Services at that site ("Pre-Existing Condition"), provided that Provider shall be fully responsible and liable for any exacerbation of any Pre-Existing Condition caused by the negligence or intentional misconduct of Provider or its employees, agents, or subcontractors and further provided that Provider shall be fully responsible and liable for protecting all workers at the site and the public from harm arising in connection with performance of Services from any Pre-Existing Condition of which Provider has actual notice or of which Provider reasonably ought to know. Provider

SCHEDULE 3.1

Rates

[Rate Schedule]

SCHEDULE 3.4

Travel Expense Reimbursement Policy

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

SCHEDULE 4.2.1

Sample Invoice

Bill To:	Date	Invoice #
Port of Portland Accounts Payable Department PO Box 3529 Portland, OR 97208		

Billing Period	
-----------------------	--

Contract #	
Task Order #	
Port Accounting Info.	
Port Location	
Work Description	
Port Project Manager	
Port Environmental Project Manager	
Provider Project Lead	

Direct Labor

Name/Title	Rate	Hours	Amount
DIRECT LABOR TOTAL			

--

Description	Cost/Qty	Rate	Amount
DIRECT COSTS TOTAL			

AMOUNT DUE THIS INVOICE	
--------------------------------	--

Total Authorized Budget for this Task Order	
Remaining Authorized Budget for this Task Order	
Applicable Discount	
INVOICE TOTAL	

Additional Information

Requirements	Notes
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 Task Order Charging Information	Should be listed on Task Order/contact Port Env. P.M.
5. Port Location	Location where work was done (Marine, PDX, Portwide, etc.)
6. Work Description	As described on Task Order
7. Port Project Manager	
8. Port Environmental Project Manager	Even if this is the same as the Port Project Manager
9. Provider Project Lead	
10. 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.
11. 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.
12. Amount Due This Invoice	Total labor and costs for the work for the month
13. Total Authorized Budget for This Work	Based on Contract or approved Task Orders
14. Remaining Authorized Budget for This Work	Based on Contract or approved Task Orders (this is a cumulative balance based on all work).
15. Applicable Discount	If applicable, apply discount for labor hour charges on this line.
16. Invoice Total	#12 less #15, above.
17. 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.

SCHEDULE 11.1

Information Security Provisions

PERSONAL SERVICES CONTRACT, SOFTWARE IMPLEMENTATION AGREEMENT, SOFTWARE MAINTENANCE AND SUPPORT CONTRACT

Defined terms herein have the meanings set forth in the Contract unless they are also defined separately in this schedule, in which case the meanings defined herein shall prevail. In the event of a conflict between a clause herein and a term in the Contract, the clause herein shall prevail.

Definitions for this Schedule

1. **“Protected Port Information”** means:

a. All data and information, in written or other tangible form and in electronic or non-tangible form, whether or not designated as confidential, which is treated by the Port as confidential, including without limitation: (i) all proprietary information of the Port; (ii) all information secured physically or logically through encryption or other technology; (iii) all individual information, including name, address, email address, passwords, account numbers, financial information, demographic data; marketing data; credit data, or any other identification data; (iv) all information defined as “Personal Information” under the Oregon Consumer Identity Theft Protection Act at ORS 646A.600 et seq, (the “Oregon ID Theft Act”); (v) all information relating to a Port employee’s compensation, benefits, employment history, performance, and other personally identifiable employee information; (vi) “PCI Data,” including all credit card and account information protected under the PCI-DSS, PA-DSS, PTS and related payment card industry standards; (vii) all information provided to the Port by third parties which the Port is obligated to keep confidential; (viii) all information concerning the Port’s research, engineering and development activities, data processing research and methods, marketing, merchandising, price data, cost data, suppliers and vendors, customers; tenants and guests; (ix) any other data which is made available to Contractor through the Port Network (defined below) and the operability and functionality of the Port Network; (x) all information that reflects use of or interactions with a Port Service (defined below), including but not limited to its web sites, information concerning computer search paths, any profiles created or general usage data, cookies, tags or beacons; (xi) any data otherwise submitted in the process of registering for a Port Service, including its web sites and any data submitted during the course of using a Port Service, including its web sites; (xii) Transportation Security Administration (TSA) information; and (xiii) all information which is required to be kept confidential or secure by federal, state or local law, statute, regulation or ordinance.

b. Notwithstanding paragraph 1(a), Protected Port Information excludes any information that (i) is or becomes part of the public domain through no act or failure to act on the part of Contractor; (ii) is furnished to Contractor by a third party without restriction on disclosure, where such third party obtained such information and the right to disclose it to the receiving party without violation of any rights which the Port may have in such information; or (iii) has been independently developed by Contractor, before or after the execution of this Contract, without violation of any rights which the Port may have in such information.

2. **“Port Network”** means the Port's data processing capabilities, programs, data storage and communication capabilities, all related equipment and devices, including any public Wi-Fi or other network provided to the Port's customers, tenants and guests.

3. **“Port Service”** means any service, including without limitation any transportation, merchandising, property, leasing, shipping, or trade service that the Port makes available to its customers,

prospects and/or users, including without limitation through web sites, desktops, email, wireless devices, or from any other communications channel or other medium developed, owned, licensed, operated, hosted, or otherwise controlled by or on behalf of the Port.

Data Protection

4. On-Site Port Data in Electronic or Tangible Format

a. Electronic Protected Port Information (Specifically). The Port maintains electronic Protected Port Information under a data security policy, which includes certain physical security measures when such data is removed from the premises or control of the Port. For that reason, all tests and use of such Protected Port Information will be performed using Port systems and processes whenever possible. If Contractor removes any electronic Protected Port Information for processing, storage, testing or other purposes under this Contract, Contractor shall take reasonable security measures to maintain control over the electronic data and to prevent any unauthorized person from accessing or taking the data or copies thereof. Reasonable steps for the security of the Port electronic data include treating such data as Protected Port Information and using administrative password controls for access to such data and taking steps to secure the data at least equivalent to the steps Contractor takes to secure its own non-public data or any IT data policy provided by the Port. Contractor and its personnel may store and use the Port's business contact information, including names, business phone numbers, and business e-mail addresses, anywhere they do business. Such information must be protected according to the data security measures described in this Section and processed and used in connection with this Contract, and may be provided to contractors acting on Contractor's behalf for uses consistent with this Contract.

b. Contractor's Obligations. With respect to the Port information and data in electronic or tangible or physical form or format, Contractor shall (a) not disclose Protected Port Information, directly or indirectly, to any third person without the Port's express written consent, (b) hold and maintain Protected Port Information in trust and confidence for the Port's benefit, (c) not copy, transmit, reproduce, summarize, quote or make any commercial or other use of any Protected Port Information, except for the Port's benefit, and (d) inform all persons having access to Protected Port Information of the confidential nature thereof and of Contractor's obligations hereunder, and shall take reasonable security precautions and such other actions as may be necessary to insure that there is no use or disclosure of Protected Port Information in violation of this Contract.

c. Property of Port. All Protected Port Information shall remain the Port's sole property. Upon request, Contractor will return to the Port all items and material in Contractor's possession or control which contain any Protected Port Information, and in the absence of such request, upon termination of Contractor's engagement with the Port. Any copies of such items or material shall also be returned. Contractor's personnel, and all bags, luggage, and other containers brought on the Port premises by Contractor's personnel are subject to reasonable inspection by the Port at any time.

d. No Rights. Nothing contained in this Contract shall be construed as granting or conferring any right, title or interest, in any Protected Port Information, patent, trademark, copyright, or other proprietary right that is now or subsequently owned by the Port.

e. Ownership. As between the Port and Contractor, Protected Port Information is and will remain the sole and exclusive property of the Port and, as applicable, its third party providers and licensors.

f. Retention of Information. Contractor will not retain any Protected Port Information for any period longer than necessary for Contractor to fulfill its obligations under this Contract. As soon as Contractor no longer needs to retain such Protected Port Information in order to perform its duties under this Contract, Contractor will promptly return or destroy or erase all originals and copies of such Protected Port Information.

g. Compelled Disclosures. To the extent required by applicable law or by lawful order or requirement of a court or governmental authority having competent jurisdiction over the Contractor, the Contractor may disclose Protected Port Information in accordance with such law or order or requirement, subject to the following conditions: As soon as possible after becoming aware of such law, order or requirement and prior to disclosing Protected Port Information pursuant thereto, the Contractor will so notify the Port in writing and, if possible, the Contractor will provide the Port notice not less than five (5) business days prior to the required disclosure. The Contractor will use reasonable efforts not to release Protected Port Information pending the outcome of any measures taken by the Port to contest, otherwise oppose or seek to limit such disclosure by the Contractor and any subsequent disclosure or use of Protected Port Information that may result from such disclosure. The Contractor will cooperate with and provide assistance to the Port regarding such measures. Notwithstanding any such compelled disclosure by the Contractor, such compelled disclosure will not otherwise affect the Contractor's obligations hereunder with respect to Protected Port Information so disclosed.

h. Certification. On the Port's written request, Contractor will provide a notarized written statement to the Port certifying that all tangible files, records, documents and materials containing Protected Port Information have been delivered to the Port or destroyed, as requested by the Port.

5. Remote Access to or Possession of Port Data in Electronic Format

a. Security Audits. During the term of Contractor's engagement, the Port or its third party designee may, but is not obligated to, perform audits of Contractor's systems, including unannounced penetration and security tests, as it relates to the receipt, maintenance, use or retention of Protected Port Information or other Port owned data. Any of the Port's regulators shall have the same right upon request. Contractor will comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

b. Unauthorized Access. In the course of furnishing Services, Contractor shall not access, and shall not permit its personnel or entities within its control to access the Port's systems without the Port's express written authorization. The Port may revoke such written authorization subsequently at any time in its sole discretion. Further, any access shall be consistent with, and in no case exceed the scope of, any such authorization given by the Port. All Port authorized connectivity or attempted connectivity to the Port's systems shall be only through the Port's security gateways and/or firewalls, and in conformity with applicable Port security policies.

c. Contractor Systems. Contractor is solely responsible for all systems Contractor uses to access the Port systems. Contractor shall ensure that its systems include up-to-date anti-viral software to prevent viruses from reaching the Port systems through Contractor's systems. Contractor shall prevent unauthorized access to the Port systems through the Contractor systems. Further, Contractor shall ensure Contractor personnel do not use any virtual private network or other device ("VPN") to simultaneously connect machines on any Port system to any machines on any Contractor or third party systems, without (i) using only a remote access method approved in writing and in advance by the Port; (ii) providing the Port with the full name of each individual who uses any such VPN and the phone number at which the individual may be reached while using the VPN; and (iii) ensuring that any computer used by Contractor personnel to remotely access any Port system will not simultaneously access the internet or any other third party network while logged on to the Port's systems.

6. Protection of Personal Information under the Oregon ID Theft Act; Compliance with Other Laws and Policies

a. Oregon ID Theft Act. Contractor shall comply with all data protection obligations of the Oregon ID Theft Act, including the encryption of Personal Information in transit and at rest. In particular, Contractor shall use one of the following encryption standards or other technique approved in writing by the Port:

i. File Transmission and Encryption. Contractor will deliver, or make arrangement for the delivery of one or more source files containing Personal Information as defined in the Oregon ID Theft Act (each, a “Source File”) to the Port or any other recipient (the “Recipient”) by one of the following pre-approved methods:

1. File Transfer Protocol (“FTP”) exchange of Pretty Good Privacy (“PGP”) encrypted Source File(s). Contractor and the Recipient will exchange public keys through means mutually agreed upon by Contractor and the Recipient. Contractor will deliver the Source File(s) to the FTP address specified by the Recipient using the user name and password provided to Contractor by the Recipient. The Contractor will apply the naming convention to the Source File(s) as specified by the Recipient.

2. FTP exchange of WinZip® 256-bit Advanced Encryption Standard (“AES”) encrypted Source File(s). The Contractor and the Recipient will exchange decryption password through means mutually agreed upon by the Contractor and the Recipient. The Contractor will deliver the Source File(s) to the FTP address specified by the Recipient using the user name and password provided to the Contractor by the Recipient. The Contractor will apply the naming convention to the Source File(s) as specified by the Recipient.

3. Electronic mail exchange of WinZip® 256-bit AES encrypted Source File(s). The Contractor and the Recipient will exchange decryption password through means mutually agreed upon by the Contractor and the Recipient so long as exchange is performed using a channel other than e-mail. The Contractor will deliver the Source File(s) to the e-mail address specified by the Recipient. The Contractor will apply the naming convention to the Source File(s) as specified by the Recipient.

ii. Wireless Networks. Personal Information shall be encrypted when transmitted over any wireless network.

iii. Data Storage

1. Internet-Facing Systems. Personal Information shall be encrypted when stored on any Internet-facing system. Source Files and other files containing Personal Information shall be removed from Internet facing systems as soon as possible. An “Internet-facing System” is an equipment or device capable of communicating by means of the internet through a modem or other device using an applicable data protocol, such as TCP/IP or similar communications protocol.

2. Portable and Mobile Devices. Personal Information shall not be stored on any portable device (e.g. laptop or tablet) or any mobile device (e.g., smartphone or e-reader).

3. Backups. Backups containing Personal Information that are transported or stored outside of Contractor’s control shall be encrypted.

b. Other Laws and Policies. In addition to complying with the Oregon ID Theft Act, Contractor will comply with all applicable federal or state privacy or data protection statutes, rules, or regulations governing the Port and the Contractor’s activities hereunder. Contractor further will comply with all Port data or information protection policies that may be provided to Contractor by the Port from time to time.

7. **Protection of PCI Data**

Contractor represents and warrants that Contractor is familiar with “PCI Data,” including all credit card and account information protected under the PCI-DSS, PA-DSS, PTS and related payment card industry standards. Contractor will comply with all applicable requirements for handling Port PCI Data, including compliance with any certifications and practices set out at <https://www.pcisecuritystandards.org/> for vendors which provide services to entities such as the Port who are subject to PCI-DSS requirements.

Contractor will provide written evidence of Contractor's certification and written procedures under applicable PCI standards.

8. Data Breach Reporting and Remediation

a. In the event of a data breach event that applies to Protected Port Information, Contractor shall cooperate closely with the Port in the investigation, reporting, remediation and resolution of the data breach. Contractor shall comply with the breach reporting obligations of the Oregon ID Theft Act and all applicable federal or state privacy or data protection statutes, rules, or regulations governing the Port and the Contractor's activities hereunder; provided, however, that prior to giving notice under the Oregon ID Theft Act or any other applicable reporting requirement, Contractor shall first notify the Port's project manager under this Contract, and in any event, Contractor's notice to the Port shall occur within 24 hours of Contractor's discovery of the data breach. In this way, Contractor will also report to the Port immediately any breaches of security or unauthorized access to Contractor's systems that Contractor detects or becomes aware of whether or not such breach rises to a reportable level under the Oregon ID Theft Act or any other applicable reporting requirement and whether or not the breach resulted in the loss of Protected Port Information. Contractor will use diligent efforts to remedy such breach of security or unauthorized access in a timely manner and deliver to the Port a root cause assessment and future incident mitigation plan with regard to any breach of security or unauthorized access affecting Protected Port Information.

b. Contractor acknowledges and agrees that due to the unique nature of Protected Port Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach or threatened breach may injure the Port or the individuals identified in the data, and therefore, that upon any such breach or any threat thereof, the Port will be entitled to appropriate equitable and injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies the Port might have at law or equity. Any breach with respect to Protected Port Information will constitute a material breach of this Contract and be grounds for immediate suspension or termination of this Contract in the exclusive discretion of the Port.

9. Data Protection Warranties

a. In addition to any other representations, covenants and warranties in the Contract, and without limiting any other warranty, covenant or representation specified in this Contract, and in particular the confidentiality provisions pertaining to Protected Port Information, Contractor represents, covenants and warrants that during the term of Contractor's engagement and thereafter in perpetuity, Contractor will not gather, store, log, archive, use or otherwise retain any Protected Port Information in any manner and will not disclose, distribute, sell, share, rent or otherwise transfer any Protected Port Information to any third party, except as expressly provided in this Contract or as Contractor may be expressly directed in advance in writing by the Port. Contractor represents, covenants, and warrants that Contractor will use Protected Port Information only in compliance with (i) this Contract, (ii) the Port's then current privacy policies and (iii) all applicable laws (including but not limited to applicable policies and laws related to spamming, privacy, and consumer protection).

b. In addition, Contractor represents, covenants and warrants that Contractor will maintain and enforce safety and physical security procedures with respect to its access and maintenance of Protected Port Information that are (a) at least equal to industry standards for such types of locations, (b) in accordance with reasonable data security requirements and (c) which provide reasonably appropriate technical and organizational safeguards against accidental or unlawful destruction, loss, alteration or unauthorized disclosure or access of Protected Port Information and all other data owned by the Port and accessible by Contractor under this Contract. Without limiting the generality of the foregoing, Contractor represents, covenants and warrants that Contractor will take all reasonable measures to secure and defend its location and equipment against "hackers" and others who may seek, without authorization, to modify

or access Contractor systems or the information found therein without the Port's consent. Contractor will periodically test its systems for potential areas where security could be breached.

c. In addition, Contractor represents, covenants and warrants that all Protected Port Information will be stored in a physically and logically secure environment that protects it from unauthorized access, modification, theft, misuse and destruction. In addition to the general standards set forth above, Contractor represents, covenants and warrants that Contractor will maintain an adequate level of physical security controls over its facility including, but not limited to, appropriate alarm systems, fire suppression, access controls (including off-hour controls) which may include visitor access procedures, security guard force, video surveillance, and staff egress searches. Further, Contractor will maintain an adequate level of data security controls, including, but not limited to, logical access controls including user sign-on identification and authentication, data access controls (e.g., password protection of your applications, data files and libraries), accountability tracking, anti-virus software, secured printers, restricted download to disk capability and provision for system backup.

Premises and Systems Protection

10. On Site Port Premises and Equipment Security

a. Contractor and its subcontractors shall, when providing services on the Port premises, conduct their activities so that Contractor's equipment, working conditions and methods are safe and without risk to health for the Contractor or for the Port's employees as well as for any other users of the Port premises. Contractor shall comply in all respects with all the security procedures or guidelines that the Port may designate from time to time, and Contractor shall be responsible for ensuring that the Contractor personnel, while present at the Port premises, comply with all instructions and guidelines delivered by the Port. In the event that Contractor or Contractor representative disregards such instructions or guidelines, or uses the Port premises for purposes other than providing Services to the Port, the Port shall have the right, at its election and in addition to its other remedies at law or in equity or its other contractual remedies hereunder, to request that the non-compliant individual immediately cease performing Services to the Port, or, upon two days' notice, to exclude Contractor from the Port premises. Contractor shall provide to the Port an authorized list of names and contact information for all individuals who will enter on the Port premises to perform any services. Contractor shall keep the list current and shall not direct any individual to perform services on the Port premises without first informing the Port and updating the authorization list.

b. Contractor shall not obtain any right, title, and/or interest in the Protected Port Information provided by the Port and transferred to installed on, stored or processed through Contractor's equipment, hardware and software, and, as between the Port and Contractor, the Port shall retain title to and all rights and/or interest in such Protected Port Information. Upon request, Contractor will return to the Port all items and material in Contractor's possession or control which contain any Protected Port Information, and in the absence of such request, upon termination of Contractor's engagement with the Port. Any copies of such items or material shall also be returned. Contractor agrees that its personnel and all bags, luggage, and other containers brought on the Port premises by Contractor's personnel are subject to reasonable inspection by the Port at any time.

c. Unless otherwise expressly set forth in this Contract, all equipment provided by Contractor in connection with this Contract shall remain the property of Contractor.

11. On Site Contractor Personnel Security Requirements

The Port may, at any time and at the Port's sole expense, conduct a background investigation of any Contractor personnel assigned to provide Services to determine whether any such personnel has any felony or misdemeanor convictions for offenses based on dishonesty and/or of a monetary or financial nature, including, but not limited to, theft, fraud (credit card, bad checks or otherwise), shoplifting, forgery, counterfeiting or embezzlement, or any other misdemeanor or felony convictions related to

employment. In addition, the Port may, at any time and at the Port's sole expense, require such personnel to be fingerprinted for purposes of conducting an FBI fingerprint check, which check the Port may arrange. The Port may exclude, or immediately remove, from the Port's premises and from the engagement, and require that Contractor immediately replace with a suitable and qualified representative, any personnel who fails to meet the background investigation report criteria specified above, who refuses to be fingerprinted or whose results of the FBI fingerprint check do not satisfy any requirements as determined by the Port to the extent permitted by applicable law. Contractor shall provide reasonable cooperation and information to the Port, at the Port's request, in connection with the Port's performance of any such background investigation and fingerprint check. The Port shall treat the results of such background investigations and fingerprint checks as Contractor's confidential information. Further, the Port shall use information obtained from the background investigations and the fingerprint checks solely for the purposes of approving or disapproving the assignment of any Contractor personnel hereunder or as may be otherwise required by law. Contractor further agrees that any property situated on the Port's premises and owned by the Port, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by the Port personnel at any time with or without notice.

12. **On Site Port Network Security**

All access by Contractor to the Port Network, and all password and login information, is subject to the Port's access guidelines and may be set forth in a Port network access policy provided to Contractor. Contractor will defend, indemnify, reimburse, and hold harmless the Port and its commissioners, directors, officers, employees, and agents for damages caused by Contractor, its personnel, or other agents of Contractor who use the Port Network in contravention of such policies. The Port does not warrant that the Port Network will be operational, and the fact that the Port Network is not operational at any given time shall not constitute a defense to Contractor's nonperformance; provided, however, that delay in delivery of any service or work product will be excused by a period of time equal to the time during which the Port Network is non-operational, to the extent that such delay was caused solely by Contractor's inability to access the Port Network. Contractor releases and discharges the Port from all liability of any nature whatsoever arising out of Contractor's use of or reliance on the Port Network. Contractor shall provide to the Port an authorized list of names and contact information for all individuals who will access the Port Network to perform any Services. Contractor shall keep the list current and shall not direct any individual to perform services by accessing the Port Network without first informing the Port and updating the authorization list.

13. **Remote Port Network Security**

a. Generally. This Clause sets forth information security procedures to be established by Contractor before the effective date of this Contract and maintained throughout the term of engagement. These procedures are in addition to the requirements of the Contract and present a minimum standard only. However, it is Contractor's sole obligation to (i) implement appropriate measures to secure its systems and data, including Protected Port Information, against internal and external threats and risks; and (ii) continuously review and revise those measures to address ongoing threats and risks. Failure to comply with the minimum standards set forth in this schedule will constitute a material, non-curable breach of the Contract by Contractor, entitling the Port, in addition to and cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract.

b. Security Policy. Contractor shall establish and maintain a formal, documented, mandated, Contractor-wide information security program, including security policies, standards and procedures (collectively "Information Security Policy"). The Information Security Policy will be communicated to all Contractor personnel and contractors in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks.

c. Personnel and Contractor Protections. Contractor shall screen all personnel in contact with or with access to Protected Port Information for potential security risks and require all employees, contractors, and subcontractors to sign an appropriate written confidentiality/non-disclosure agreement. All agreements with third parties involving access to Contractor's systems and data, including all outsourcing arrangements and maintenance and support agreements (including facilities maintenance), shall specifically address security risks, controls, and procedures for information systems. Contractor shall supply each of its personnel and contractors with appropriate, ongoing training regarding information security procedures, risks, and threats. Contractor shall have an established set of procedures to ensure personnel and contractors promptly report actual and/or suspected breaches of security.

d. Removable Media. Except in the context of Contractor's routine back-ups or as otherwise specifically authorized by the Port in writing, Contractor shall institute strict physical and logical security controls to prevent transfer of Protected Port Information to any form of Removable Media. For purposes of this Clause, "Removable Media" means portable or removable hard disks, floppy disks, USB memory drives, zip disks, optical disks, CDs, DVDs, digital film, memory cards (e.g., Secure Digital (SD), Memory Sticks (MS), CompactFlash (CF), SmartMedia (SM), MultiMediaCard (MMC), and xD-Picture Card (xD)), magnetic tape, and all other removable data storage media.

e. Data Control; Media Disposal and Servicing. Protected Port Information (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly by the Port in writing; (ii) if transferred across the Internet, any wireless network (e.g., cellular, 802.11x, or similar technology), or other public or shared networks, must be protected using appropriate cryptography as designated or approved by the Port in writing; and (iii) if transferred using Removable Media (as defined above) must be sent via a bonded courier or protected using cryptography designated or approved by the Port in writing. The foregoing requirements shall apply to back-up data stored by Contractor at off-site facilities. In the event any hardware, storage media, or Removable Media must be disposed of or sent off-site for servicing, Contractor shall ensure all Protected Port Information has been "scrubbed" from such hardware and/or media using methods at least as protective as the DoD 5220-22-M Standard unless otherwise approved in writing by the Port.

f. Hardware Return. Upon termination or expiration of the Contract or at any time upon the Port's request, Contractor will return all hardware, if any, provided by the Port containing Protected Port Information to the Port. The Protected Port Information shall not be removed or altered in any way. The hardware should be physically sealed and returned via a bonded courier or as otherwise directed by the Port. In the event the hardware is owned by Contractor or a third-party, a notarized statement, detailing the destruction method used and the data sets involved, the date of destruction, and the Contractor or individual who performed the destruction will be sent to a designated Port security representative within fifteen (15) days of termination or expiration of the Contract or at any time upon the Port's request. Contractor's destruction or erasure of Protected Port Information pursuant to this paragraph shall be in compliance with best industry practices (i.e., DoD 5220-22-M Standard), unless otherwise approved in writing by the Port.

g. Physical and Environmental Security. Contractor facilities that process Protected Port Information will be housed in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

h. Communications and Operational Management. Contractor shall (i) monitor and manage all of its information processing facilities, including, without limitation, implementing operational procedures, change management and incident response procedures; and (ii) deploy adequate anti-viral software and adequate back-up facilities to ensure essential business information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures will be

adequately documented and designed to protect information, computer media, and data from theft and unauthorized access.

i. Access Control. Contractor shall implement formal procedures to control access to its systems, services, and data, including, but not limited to, user account management procedures and the following controls:

- Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of properly configured firewalls;
- Operating systems will be used to enforce access controls to computer resources including, but not limited to, authentication, authorization, and event logging;
- Applications will include access control to limit user access to information and application system functions; and
- All systems will be monitored to detect deviation from access control policies and identify suspicious activity. Contractor shall record, review and act upon all events in accordance with incident response policies set forth below.

j. Compliance, Right to Audit, and Incident Notification. Contractor will promptly notify (but in no event more than twenty-four (24) hours after the occurrence) the Port project manager under this Contract by telephone and subsequently via written letter of any potential or actual security attacks or incidents. The notice shall include the approximate date and time of the occurrence and a summary of the relevant facts, including a description of measures being taken to address the occurrence. A security incident includes instances in which internal personnel access systems in excess of their user rights or use the systems inappropriately. In addition Contractor will provide a monthly report of all security incidents noting the actions taken. This will be provided via a written letter to the Port project manager on or before the 1st week of each calendar month. The Port or its third party designee may, but is not obligated to, perform audits and security tests of Contractor's environment that may include, but are not limited to, interviews of relevant personnel, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of Protected Port Information. In the event the Port desires to conduct an unannounced penetration test, the Port shall provide contemporaneous notice to Contractor's Vice President of Audit, or such equivalent position. Any of the Port's regulators shall have the same right upon request. Contractor shall provide all information reasonably requested by the Port in connection with any such audits and shall provide reasonable access and assistance to the Port or its regulators upon request. Contractor will comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes. The Port reserves the right to view, upon request, any original security reports that Contractor has undertaken on its behalf to assess Contractor's own network security. If requested, copies of these reports will be sent via bonded courier to the Port project manager. Contractor will notify the Port of any new assessments.

14. **Warranty for Breach of Premises and Systems Protection**

In addition to any other representations, covenants and warranties in the Contract, and without limiting any other warranty, representation or covenant specified in this Contract, Contractor represents, covenants and warrants that: (a) the Contractor will comply with all Port access, security and equipment policies applicable to on-premises work or to remote access to the Port Network or other facilities; (b) all Contractor personnel providing services to the Port will be duly qualified, screened with appropriate background checks, properly trained, and capable of providing services in a workmanlike manner at least as well as other skilled industry professionals; (c) Contractor has full right and power to enter into and perform this Contract without the consent of any third party; (d) Contractor will take all necessary precautions to prevent injury to any persons (including Port employees) or damage to property (including the Port's property) during the term of this Contract; (g) should the Port permit Contractor to use any of the Port's equipment, tools, software, Port Networks, or facilities during the term of this Contract, such

permission shall be gratuitous and Contractor shall be responsible for any injury to any person (including death) or damage to property (including the Port's property) arising out of use of such equipment, tools, software, Port Networks or facilities, whether or not such claim is based upon its condition or on the Port's alleged negligence in permitting its use.

15. Use of Third-Party Software

Contractor understands that the Port must perform due diligence before allowing individuals other than Port employees to use the Port's computer systems; and in particular, before allowing non-employees to access software products which have been licensed to the Port by third parties. Contractor further understands that, in the event that Contractor's personnel, contractors, and other third parties use the Port's computer systems, the Port must know which software products they will be using on the systems, so that the Port can ensure that such use is authorized under agreements with third party software licensors. Contractor will provide the Port with a list of the third party software products, if any, that Contractor believes it must use on the Port's computer systems in order to perform the Services. The Port will inform Contractor promptly after receiving such information from Contractor, whether or not the Port has the right to authorize such use.

Indemnification

16. Contractor will indemnify, defend, reimburse, and hold harmless the Port and its commissioners, directors, officers, employees, sublicensees, customers, and agents for, from, and against all claims, losses, liabilities, damages, expenses and costs (including without limitation reasonable attorneys' fees and court costs) which result from a breach or alleged breach of any representation, covenant, or warranty set forth in this schedule (a "Claim"), provided that the Port gives Contractor written notice of any such Claim. The Port may participate in the defense of any such Claim at the Port's expense. From the date of written notice from the Port to Contractor of any such Claim, the Port may withhold from any payments due Contractor under this Contract the amount of any defense costs, plus additional reasonable amounts as security for Contractor's obligations under this paragraph.

General

17. Compliance by Others

Contractor must ensure the privacy and security of Protected Port Information in permitted onward transfers. Contractor will cause Contractor's authorized representatives, including without limitation employees, temporary personnel, subcontractors, and agents, to comply with the provisions of this schedule.

18. No Use of Offshore Labor

Contractor will not engage offshore personnel or labor, by outsourcing or other mechanism, to perform the Services.

19. Termination

a. Port's Discretionary Termination. Notwithstanding any term to the contrary in the Contract or this schedule, the Port may terminate this Contract upon written notice of not less than thirty (30) days in the event of any of the following:

- i. Contractor makes changes to its data protection policies which materially and adversely impair the Port's use of the services and which are objectionable to the Port;
- ii. Contractor makes changes to its services team that do not provide the Port reasonable comfort as to their competence, training, or awareness of Port IT security policies and which are objectionable to the Port;

iii. Contractor is the subject of a data breach whether or not relating to Protected Port Information and Contractor does not provide the Port with a satisfactory explanation and plan for future prevention of such breach; or

iv. Laws or regulations affecting the protection of Protected Port Information change and Contractor is unable or unwilling to provide satisfactory evidence that it will comply with the changes within the applicable time periods, and in any event, within a reasonable time period.

b. Port's Additional Rights to Terminate or Restrict Services. The Port reserves the right (but shall have no obligation) to take additional action, up to and including termination, in the following limited circumstances:

i. The Port may modify or terminate any or all services or restrict Contractor's access to the Port premises, equipment, software, Port Network or Protected Port Information in whole or in part if, in the Port's sole judgment, Contractor's services or those of Contractor personnel (i) present a material security risk or will interfere materially with the proper continued use of Protected Port Information or related services, or (ii) is subject to an order from a court or governmental entity stating that such use generally or for certain activities must stop. Where permitted under the relevant court or governmental order, the Port will notify Contractor of such order promptly so that Contractor will have an opportunity to respond to the order. The Port also will notify Contractor promptly of any security risks identified and any action taken by the Port with respect to such security risks.

ii. Upon notice of not less than seven (7) days and failure to cure within the notice period, the Port may modify or terminate any or all services or restrict Contractor's use and access to the Port premises, equipment, software, Port Network or Protected Port Information in whole or in part if, in the Port's reasonable judgment, use and access to such items or to Protected Port Information (i) violates applicable laws or governmental regulations, including, without limitation, consumer protection, data regulation, data privacy, data transfer and telecommunications laws; (ii) violates or infringes any intellectual property right of the Port or a third party; (iii) violates export control regulations of the United States or other applicable countries; or (iv) otherwise violates any Port data security policies.

c. Effect of Termination. Upon termination, all rights granted to Contractor under the Contract terminate immediately. The Port shall deliver to Contractor written instructions for disposition of all Port equipment, software, data files and Protected Port Information in Contractor's possession within ten (10) days of the notice of termination.

d. Certification. On the Port's written request, Contractor will provide a notarized written statement to the Port certifying that all Port equipment and software have been returned to the Port, and tangible files, records, documents and materials containing Protected Port Information have been delivered to the Port or destroyed, as requested by the Port.

20. **Return of Protected Port Information; Contractor Bankruptcy**

The Contract is for the Port's benefit, and all Protected Port Information and all other Port property remains the Port's exclusive property. The Port may request the return of its Protected Port Information and other Port property at any time, and upon such request, Contractor will return the Protected Port Information and other Port property promptly. Contractor understands and agrees that the return of Protected Port Information and other Port property may occur at any time with or without a termination of the Contract. Therefore, notwithstanding the institution of bankruptcy, receivership, insolvency, reorganization, or other similar proceedings by or against Contractor under the Federal Bankruptcy Code, or any other law or regulation, or the insolvency or making of an assignment for the benefit of creditors or the admittance by Contractor of any involuntary debts as they mature; or the taking of any action by Contractor in furtherance of any of the foregoing, Contractor will honor the Port's request for the return of all Protected Port Information and other Port property. The failure to return Protected Port Information

or other Port property or Contractor's assignment of the Contract without the Port's prior written consent shall be a material breach of the Contract.

21. Sanctions Control Compliance

Contractor warrants that it is not owned or controlled, directly or indirectly, by any person or government from countries that are subject to economic, trade, or transactional sanctions imposed by the United States Government, including but not limited to Cuba, Iran, North Korea, Syria, or Sudan, and that neither Contractor nor any of its owners, directors, officers, employees, or group companies appears on any lists of known or suspected terrorists, terrorist organizations or other prohibited persons made publicly available or published by any agency of the government of the United States (see http://export.gov/ecr/eg_main_023148.asp) or any other jurisdiction in which the Port or any of its group companies are doing business, including but not limited to the List of Specially Designated Nationals and Denied Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury. Contractor agrees that it will notify the Port immediately if these circumstances change.

SCHEDULE 14.6.1 Sample Insurance Certificate

CERTIFICATE OF LIABILITY INSURANCE							DATE (MM/DD/YYYY) ** Enter date.		
PRODUCER ** Sample ** Insert broker name and address.			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.						
INSURED ** SAMPLE ** Insert vendor name and address.			INSURERS AFFORDING COVERAGE				NAIC #		
			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.				
COVERAGES									
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	ADDL INSRZ	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"/> _____ <input type="checkbox"/> _____ GENL. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	** 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 - COMPOP 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 AUTO ONLY: EA ACC	\$	
							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 b. Each occurrence	a. \$1,000,000 b. \$5,000,000	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS ** 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.									
CERTIFICATE HOLDER					CANCELLATION				
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.				

SCHEDULE 16.3

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 Director 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
- (e) Waive the right to object to that testimony based on a conflict.

Schedule 22
FEMA Standard Terms and Conditions

Pursuant to 44 CFR 13.36(i)(1), 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), 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 Port deems necessary, Contractor shall permit 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 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.

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SCHEDULE 1.6

SCOPE OF SERVICES

1. Master Agreement

The Port of Portland (herein “Port” or “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 (herein “Participating Public Agencies”) is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Disaster Recovery Services, Restoration Services and any Related Services (herein “Products and Services”).

2. Objectives

- 2.1 Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Participating Public Agencies;
- 2.2 Establish the Master Agreement as a Supplier’s primary offering to Participating Public Agencies;
- 2.3 Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals;
- 2.4 Combine the volumes of Participating Public Agencies to achieve cost effective pricing;
- 2.5 Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state of the art ordering and delivery systems;
- 2.6 Provide Participating Public Agencies with environmentally responsible products and services.

3. General Definition of Products and/or Services

Providers are to propose the broadest possible selection of DISASTER RECOVERY SERVICES, RESTORATION SERVICES AND ANY RELATED SERVICES they offer. The intent of this Master Agreement is to provide Participating Public Agencies with products and services to meet their various needs. Therefore, the Providers shall demonstrate experience in providing the Products and Services as defined in the list below, including but not limited to:

- 3.1 **Mobilization Services:** This includes, but is not limited to, catastrophe (CAT) and mini CAT management, contingency plan implementation, mobile command centers, storm tracking and resource allocation, immediate site inspections and estimates, advanced equipment and resources staging, temporary buildings, shelters and CAT-tent communities and any other mobilization services offered by Provider.

- 3.2 **Building and Site Stabilization Services:** This includes, but is not limited to, water mitigation, board-up, temporary roofing, thermal imaging and moisture mapping, dehumidification and moisture control, fire, smoke, wind, hail, earth movement and water damage restoration, odor control, emergency power and lighting, temporary air conditioning and cooling towers, security fencing and armed guards, portable toilets, showers, hand-washing stations and laundry facilities, fuel tankers, dry ice blasting and pressure washing, and any other building and site stabilization services offered by Provider.
- 3.3 **Content Restoration Services:** This includes, but is not limited to, electronics and telecommunications equipment restoration, machinery and industrial equipment restoration, hard drive data retrieval, document and vital records restoration, media recovery, fine art restoration, complete pack-out, shipping and storage, contents inventory management and any other content restoration services offered by Provider.
- 3.4 **Environmental Services:** This includes, but is not limited to, engineering controls and consulting, professional, licensed testing, mold remediation, bacteria and virus remediation, asbestos and lead-based paint abatement and any other environmental services offered by Provider.
- 3.5 **Biohazard Services:** This includes trauma cleaning and any other biohazard services offered by Provider.
- 3.6 **Emergency Construction Services:** This includes, but is not limited to, project management, consulting, fixed-cost estimates, complete interior and exterior renovations such as painting, carpentry, floor covering (carpet, tile, VCT, laminate, etc.), finished hardwood, and drywall, demolition and site cleanup, engineering, roofing, complete interior and exterior renovations, electrical, plumbing and HVAC and any other emergency construction services offered by Provider.
- 3.7 **Pre-Loss Planning Services:** This includes pre-disaster strike property assessment and any other pre-loss planning services offered by Provider.
- 3.8 **IT Disaster Recovery Services:** This includes, but is not limited to providing IT equipment colocation facilities and IT disaster recovery as a service.
- 3.9 **Alternate Office Facilities:** This includes, but is not limited to providing fixed and mobile temporary office work locations inclusive of internet services, phone services and general office computing equipment such as desktop computers, laptop computers, fax machines and workgroup printers/copiers.
- 3.10 **Mobile Communications Vehicles:** This includes, but is not limited to providing a mobile vehicle that can provide temporary and on-demand cellular (audio/data) and Wi-Fi (internet data) services to a limited geographic area that could not otherwise be provided at this location during a time of disaster. Generally this is provided through a

generator powered satellite transmitter and receiver mounted on top of a rugged vehicle designed for all terrains.

- 3.11 **Cloud Based Business Continuity Planning Software:** A system used by an agency to document and maintain on an ongoing basis, its business continuity plans.
- 3.12 **Related Products and Services:** Any other related products and services available from Provider.

SCHEDULE 2.3.3.2

CERTIFICATION OF TRADE SECRET

Port of Portland Solicitation Name: Disaster Recovery Services, Restoration Services and Related Services

Port of Portland Solicitation Number: 2015-6902

Bidder/Proposer 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 2.4 of the RFP.
3. I have read and am familiar with ORS 192.501(2), which conditionally exempts “trade secrets” from public disclosure.¹
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 2.4 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: _____

¹ 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 3.2.1

PORT OF PORTLAND
PROPOSAL FORM

Disaster Recovery Services, Restoration Services and any Related Services
Solicitation Number 2015-6902

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

The Provider warrants that the Provider has carefully reviewed the RFP and that this proposal represents the Provider's full response to the requirements described in the RFP. The Provider further warrants that if this proposal is accepted, the Provider will contract with the Port, agrees to all terms and conditions found in the attached sample 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 Provider further warrants that the Provider has not and will not discriminate, in violation of ORS 279A.110, or any other local, state or federal law, against any minority, women or emerging small business enterprise or other protected individuals, in the development or presentation of this proposal, or in obtaining any required subcontract.

The Provider attests in connection with this solicitation that, as provided under ORS 279B.110(2), Provider has complied with the tax laws of the State of Oregon or a political subdivision of the State of Oregon, including ORS 305.620 and chapters 316, 317 and 318.

The Provider hereby acknowledges the requirement to carry or indicates the ability to obtain the insurance required in Section 14 of the sample contract, attached to the RFP as Schedule 1.1. Indicate in the affirmative by initialing here: _____

The Provider hereby acknowledges receipt of Addendum Nos. _____, _____, _____, _____ to this RFP.

Name of Provider: _____

Business Address: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Authorized Signature: _____

Printed/Typed Name: _____

Title: _____

Date: _____

SCHEDULE 3.2.1.5

PRICE SHEET

Participating Public Agency reserves the right to utilize time and material pricing or pricing that is software based.

1. Labor Rates

Provider shall provide **labor rates** for the below labor categories by geographic areas, regions, zones, multipliers or other means for pricing nationally.

Normal business hours are defined as: _____				
Overtime hours are defined as: _____				
Holiday Hours are defined as: _____				
Labor Category		Hourly Rate		
		Normal Business Hours	Overtime	Holiday
Project Management	Assistant Project Manager			
	Project Manager			
	Project Estimator			
	Senior Project Manager			
	Project Coordinator			
	<i>(use additional space as necessary for additional classifications)</i>			
General Classifications	General Labor			
	Administrative Assistant			
	Labor Foreman			
	Mobilization Support			
	Truck Driver			
	Demolition Technician			
	Resource Coordinator/Supply Technician			
	Project Auditor/Documentation Clerk			
	Equipment Operator			
	Health & Safety Officer			
	<i>(use additional space as necessary for additional classifications)</i>			

Restoration Services	Restoration Technician			
	Restoration Supervisor			
	Dehumidification Technician			
	Mold Technician			
	<i>(use additional space as necessary for additional classifications)</i>			
Reconstruction Services	Painter			
	Drywall Installer/Finisher			
	Carpenter (Framer/Finisher)			
	Trade Foreman			
	<i>(use additional space as necessary for additional classifications)</i>			
Technical Services	Technician			
	Technical Specialist			
	Team Leader			
	Technical Support Engineer			
	<i>(use additional space as necessary for additional classifications)</i>			
Environmental Services	Hazmat/Asbestos Technician			
	Hazmat/Asbestos Lead Technician			
	Hazmat/Asbestos Equipment Operator			
	Hazmat/Asbestos Supervisor			
	<i>(use additional space as necessary for additional classifications)</i>			
Consulting Services	President & Vice President			
	Senior Consultant			
	Consultant/Consulting Estimator			
	Clerk of the Works - Production Person			
	Administrative			
	Outside Consultants			
	Deposition, Legal Work & Court Testimony			
	<i>(use additional space as necessary for additional classifications)</i>			
Other Services	<i>(use additional space as necessary for additional classifications)</i>			

2. Equipment Rental

Provider shall provide equipment rental rates for all rental equipment it offers. At a minimum, include a description of the equipment, unit of measure and rate.

Example:

Equipment Description	Unit	Rate
Air Compressor, gas/electric	Ea/Day	

3. Materials

Provider shall provide materials pricing for all materials it offers. At a minimum, include a description of the item, unit of measure and price.

Example:

Equipment Description	Unit	Price
Environmental trash bags	Ea.	

4. Non-Emergency Rates

- 4.1 Provide a breakdown of labor costs in non-emergency situations.
- 4.2 Provide equipment rental rates for all rental equipment offered in non-emergency situations.
- 4.3 Provide consumable prices for all consumables offered in non-emergency situations.

5. Additional Fees

- 5.1 **Standby Fees:** Detail out any fees and explain how these fees are handled by your company.
- 5.2 **Travel Fees:** List all applicable fees associated with travel.
- 5.3 **Prevailing Wage Rates:** Explain how prevailing wage rates are handled by your company.

6. **Related Products and Services:** Provide pricing for any proposed additional products and services you wish to be considered. If any services are offered standard at no additional cost, please note.

7. **Volume Discounts or Rebates:** Please include any volume discounts or rebates offered by Provider to Participating Public Agencies.

8. Example Projects:

- 8.1 Provide 3 example projects, preferably with public agencies, where your company has performed the following recovery/restoration:

- Water damage
- Fire damage
- Mold

8.2 Include the following details of each project:

- Agency/Company name, location and contact information
- Type of restoration and size of restoration
- Details on the scope of the project, including any associated drawings and photos.
- Pricing methodology used. Include copies of the purchase order and invoice for each project.

SCHEDULE 3.3

CHECKLIST OF REQUIRED SUBMITTALS

NO.	ITEM	COMPLETE
1	1 Original hard copy and 1 additional hard copy of Proposal, 8 thumb drives containing the entire proposal. (Section 2.4.1, page 7)	
2	If applicable, one duplicate, redacted copy of Proposal on the thumb Drives(Section 2.4.1.2, page 8)	
3	If applicable, one completed Certification of Trade Secret form (Schedule 2.3.3.2)	
4	Proposal Form, Schedule 3.2.1	
5	Provider Introduction, including Cover Letter, Executive Summary and Provider's ability and experience (Section 3.2.2.1, page 11)	
6	Proposal (Section 3.2.2.2, page 10)	
7	Proposed Strategy and Operational Plan (w/resumes) (Section 3.2.2.3, page 12)	
8	National Supplier Qualifications (Section 3.2.2.4, page 13)	
9	Cost/Fees: Schedule 3.2.1.5 A Price Sheet (Section 3.2.2.5, page 13)	
10	U.S. Communities Administration Agreement, signed unaltered (Section 5.15, pages 33-44)	