



Cooperative Purchase Request

Rec. Sept. 26, 2023

Instructions for Use:

Step 1 – Complete parts 1, 2, 3, and 4.

Step 2 – Collect attachments enumerated in part 4.

Step 3 – Email completed form and relevant attachments to prg@nashville.gov.

Note – do **not** sign. Pending review, the division of purchases will collect signatures via DocuSign.

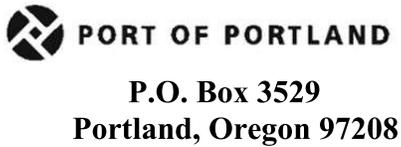
Part 1 - Requesting Department Information			
Contact Person	Andrew Tinsley	Department	General Services
Email	Andrew.Tinsley@nashville.gov	Phone	615-862-6787
Date Submitted	09/25/23		

Part 2 - Cooperative Information			
Cooperative Entity	Omnia	Originating Agency	Port of Portland
Vendor	Farber Specialty Vehicles	Contract Number	128867
Contract Start	June 1, 2016	Contract Expiration	Nov 30, 2024
Solicitation Method	RFP		
Description of good/services procured	Emergency and Specialty Vehicles, Equipment and Accessories and Any Related Equipment, Supplies and Services		

Part 3 - Utilizing Departments		
Yes	No	
<input checked="" type="radio"/>	<input type="radio"/>	Will any Metro departments/agencies, other than the requesting department/agency, be utilizing this cooperative? If yes, please indicate which departments/agencies below:
		Fire, Police, NDOT, Parks, Sheriff, Water

Part 4 - Attachments & Attestations		
Yes	No	
<input checked="" type="radio"/>	<input type="radio"/>	Have you attached the original contract from the originating agency?
<input checked="" type="radio"/>	<input type="radio"/>	Does the contract contain a cooperative purchase provision allowing use by other governmental agencies?
<input checked="" type="radio"/>	<input type="radio"/>	Do you accept the terms and conditions of the contract without exception?
Yes	No	
<input checked="" type="radio"/>	<input type="radio"/>	Have you attached the formal solicitation (RFP/ITB) from the originating agency?
<input checked="" type="radio"/>	<input type="radio"/>	Was the solicitation advertised, open, and unrestricted?
Yes	No	
<input checked="" type="radio"/>	<input type="radio"/>	This purchase, including but not limited to cost terms detailed in the contract, is in the best interest of the Metropolitan Government of Nashville & Davidson County.
Below, briefly describe why utilizing this cooperative contract—as opposed to issuing an RFP/ITB—is more advantageous to Metro. Be thorough; this is utilized to develop legislation. Failure to complete may result in your request being returned.		
This cooperative has been competitively bid and is already in place for use to procure a wide range of specialty vehicles. The specialty vehicles can be utilized by multiple departments for emergency response command units to mobile booking units.		

Part 5 – Signatures – To be completed by the division of purchases.		
Signature	Date Signed	Entity
	9/26/2023 9:33 AM	← Department Contact/Requestor CDT
Velvet Hunter	9/26/2023 11:47 AM	← Department Head CDT
Michelle L. Hernandez Lane	10/24/2023 6:07 AM	← Purchasing Agent CDT



REQUEST FOR PROPOSALS

**EMERGENCY AND SPECIALTY VEHICLES, EQUIPMENT
AND ACCESSORIES AND ANY RELATED EQUIPMENT,
SUPPLIES AND SERVICES**

SOLICITATION NUMBER 2015-6901

November 19, 2015

Single Point of Contact (SPC): Craig Johnsen (See Section 1.3)
Phone: (503) 415-6354
E-mail: craig.johnsen@portofportland.com

PROPOSALS DUE: NOT LATER THAN 3:00 pm, January 8, 2016
LATE PROPOSALS MAY NOT BE ACCEPTED

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

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SCHEDULES

- 1.1 Sample Port of Portland Contract
- 1.4 A General Scope of Services
- 1.4 B Sample Specifications for Evaluation Purposes (Provided separately from this document)
- 2.4.3.2 Certification of Trade Secret
- 3.2.1 Proposal Form
- 3.2.1.5 A Price Sheet
- 3.2.1.5 B Sample Specification Pricing
- 3.3 Checklist of Required Submittals

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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 government agencies and nonprofit organizations (herein “Participating Public Agencies”) is soliciting proposals from potential experienced firms and individuals (the “Provider or Providers”) capable of providing services to the Port to enter into a Master Agreement for a complete line of EMERGENCY AND SPECIALTY VEHICLES, EQUIPMENT AND ACCESSORIES AND ANY RELATED EQUIPMENT, SUPPLIES AND SERVICES (herein “Products and 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 of Portland Annual Supply Contract is attached as Schedule 1.1.

1.2 RFP Schedule

1.2.1 Deadlines

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

- | | | |
|---|-------------------|---|
| • | November 19, 2015 | Issuance of RFP to prospective Providers |
| • | December 23, 2015 | Questions and answers (Q&A) period ends |
| • | January 8, 2016 | 3 p.m. deadline for receipt of proposals |
| • | February 10, 2016 | Presentations, demonstrations or interviews (if required) |
| • | February 19, 2016 | Selection of apparent successful Provider announced |
| • | February 26, 2016 | Award protest period ends |
| • | March 14, 2016 | Contract begins (approx.) |

1.3 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.

1.4 Scope of Services

See Schedule 1.4 A for the General Scope of Services and Schedule 1.4 B for Sample Specifications for evaluation purposes.

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, 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 Port of Portland 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

2.3 Changes to RFP

2.3.1.1 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.

2.3.1.2 Prospective Providers may request or suggest any change to the RFP by submitting a written request, at www.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 1.2.1.

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

2.3.2 Amend or Withdraw Proposal

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

2.4 Public Disclosure of Proposals

2.4.1 General Rules

2.4.1.1 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.

2.4.1.2 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).

2.4.2 Exemptions from Disclosure

2.4.2.1 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.

2.4.2.2 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 2.4.3.2 below and remains subject to disclosure as described in Section 2.4.4 below.

2.4.2.3 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.

2.4.3 Properly Marking Information Believed to be Exempt

2.4.3.1 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 2.4.4 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.

2.4.3.2 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 2.4.3.1 above the Provider must complete and submit with its proposal an Certification of Trade Secret in the form attached as Schedule 2.4.3.2.

2.4.4 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.

2.5 Submission of Proposals

2.5.1 Requirements

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

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

- 2.5.1.1** If applicable pursuant to Section 2.4.2 above, include one duplicate, redacted copy of the complete proposal on the USB Thumb drives, as provided in such subsection;
- 2.5.1.2** If applicable pursuant to Section 2.4.3.2 above, include one completed Certification of Trade Secret form, as provided in such subsection;
- 2.5.1.3** Be submitted in a sealed envelope or heavy-duty carton that is plainly marked with Solicitation Number 2015-6901 and “Proposal to Provide EMERGENCY AND SPECIALTY VEHICLES, EQUIPMENT AND ACCESSORIES AND ANY RELATED EQUIPMENT, SUPPLIES AND SERVICES”, and that bears the Provider’s name and address; and
- 2.5.1.4** 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) prior to the deadline for submitting proposals. The Port, at its option, may decline to consider late submissions.

2.5.2 Proposal Submission Method

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

2.5.3 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.

2.6 Protests

2.6.1 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 B) 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.

2.6.2 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.

2.6.3 Timeliness

2.6.3.1 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.

2.6.3.2 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.

2.6.3.3 Untimely Protests

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

2.6.4 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).

2.6.5 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.

2.6.6 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.

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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.

Part II – Required Submissions and Evaluation Criteria

In addition to the required Section 2.5.1 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.

3.2.1.1 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. Provider shall also indicate the category or categories it is responding to from Schedule 1.4 A, General Scope of Services.
- (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.

3.2.1.2 Proposal – Weight [25]

- (a) The Provider shall provide a statement of all the Products and Services proposed, including conclusions and generalized recommendations. Proposals should be all-inclusive, detailing Provider’s best offer.
- (b) Provide a detailed response to requirements in Schedule 1.4 A, General Scope of Services.
- (c) State where and how the proposal deviates from the general requirements of the RFP.

3.2.1.3 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 selection of product through delivery and training, 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 timeline for implementation and highlight any other requirements that are noted in the detailed proposed plan. Include an example of an organization 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.

3.2.1.4 National Supplier Qualifications – Weight [20]

- (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 Consideration in Section 5.12.
- (c) Complete Supplier Information Section 5.14.

3.2.1.5 Cost/Fees – Weight [35]

- (a) Provider must complete and attach Schedule 3.2.1.5 A Price Sheet.
- (b) Provider must complete and attach Schedule 3.2.1.5 B Sample Specification Pricing. Schedule 3.2.1.5 B will be used for evaluation purposes. Pricing must be reflective of, and based on the pricing structure submitted on Schedule 3.2.1.5 A.

3.2.1.6 U.S. Communities Administration Agreement, signed unaltered.

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 of Portland 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 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.

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. Comprised of staff from the Port of Portland 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) (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 San Antonio, TX	Ocean City, NJ
City of Seattle, WA	Onondaga County, NY
Cobb County, GA	Port of Portland, OR
Denver Public Schools, CO	Prince William County Schools, VA
Emory University, GA	Salem-Keizer School District, OR
Fairfax County, VA	San Diego Unified School District, CA
Fresno Unified School District, CA	State of Iowa
Great Valley School District, PA	The School District of Collier County, FL
Harford County Public Schools, MD	

5.4 Participating Public Agencies

Today more than 55,000 public agencies utilize U.S. Communities contracts and suppliers to procure over \$1.8 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 of Portland 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 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 of Portland 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 2014 purchased more than \$168 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 2012, 2013 and 2014 in the United States; Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2012, 2013, AND 2014			
Segment	2012 Sales	2013 Sales	2014 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 2012, 2013 and 2014 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 2012, 2013, AND 2014			
Segment	2012 Sales	2013 Sales	2014 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 a list with contact information of your company's ten largest public agency customers.

Distribution

1. Describe how your company proposes to distribute the Products and Services nationwide.
2. Identify all other companies that will be involved in processing, handling or shipping the Product to the end user.
3. State the effectiveness of the proposed distribution in providing the lowest cost to the end user.
4. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
5. Provide the number and location of support centers (if applicable).
6. Describe your company's customer service department staffing levels, hours of operation and other relevant details.
7. 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 Products to state and local government agencies nationwide.
2. Explain how your company will educate its national sales force about the Master Agreement.
3. Explain how your company will market and transition the Master Agreement into the 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 Offeror's proposed staff distribution to implement and manage this contract throughout the term of the contract. At a minimum, this plan should include the following:
 - a. Identify the key personnel who will lead and support the implementation period of the contract outlined in Section 5.13, 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.

Products, Services and Solutions

1. Provide a description of the Products, Services and Solutions to be provided by the major product category set forth in Schedule 1.4A of the RFP. The primary objective is for each Supplier to provide its complete product, service and solutions offerings so that Participating Public Agencies may order a range of product as appropriate for their needs.
2. Provide a description of any Related Products, Services and Solutions offered by Supplier. Include any associated costs in Schedule 3.2.1.5 A.
3. State your normal delivery time (in days) and any options for expediting delivery.
4. State restocking fees and procedures for returning products, if applicable.
5. Describe any special programs that your company offers that will improve customers' ability to access Products, on-time delivery or other innovative strategies.
6. Describe the capacity of your company to broaden the scope of the contract and keep the product offerings current and ensure that latest products, standards and technology for Emergency and Specialty Vehicles, Equipment and Accessories and any Related Supplies and Services.

Quality

1. Describe your company's customer support capabilities. Include information on whether any functions of customer support are in-house, outsourced or subcontracted.
2. Describe your company's quality control processes.
3. Describe your problem escalation process.
4. How are customer complaints measured and categorized? What processes are in place to know that a problem has been resolved?

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:
 - 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?

Additional Information

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

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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 U.S. Communities' Representations and Covenants.

(a) Marketing. U.S. Communities shall proactively market the Master Agreement to Public Agencies using resources such as a network of major sponsors including the National League of Cities (NLC), National Association of Counties (NACo), United States Conference of Mayors (USCM),

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

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,

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 of Portland 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	2	30	See Agency Type Table Below
Year	Yes	Number	4	2010	
Qtr	Yes	Number	1	4	
Month	Yes	Number	2	12	
Amount	Yes	Number	variable	45090.79	Two digit decimal point, no \$ sign or commas

Agency Type Table	
Agency Type ID	Agency Type Description
10	K-12
11	Community College
12	College and University
20	City
21	City Special District
22	Consolidated City/County
30	County
31	County Special District
40	Federal
41	Crown Corporations
50	Housing Authority
80	State Agency
81	Independent Special District
82	Non-Profit
84	Other

5.16 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	Holualoa
Account Type: HI Counties, Cities, Colleges	Honaunau
	Honokaa
Hawaii County	Honolulu
Honolulu County	Honomu
Kauai County	Hoolehua
Maui County	Kaaawa
Kalawao County	Kahuku
Aiea	Kahului
Anahola	Kailua
Barbers Point N A S	Kailua Kona
Camp H M Smith	Kalaheo
Captain Cook	Kalaupapa
Eleele	Kamuela
Ewa Beach	Kaneohe
Fort Shafter	Kapaa
Haiku	Kapaau
Hakalau	Kapolei
Haleiwa	Kaumakani
Hana	Kaunakakai
Hanalei	Kawela Bay
Hanamaulu	Keaau
Hanapepe	Kealakekua
Hauula	Kealia
Hawaii National Park	Keauhou
Hawaiian Ocean View	Kekaha
Hawi	Kihei
Hickam AFB	Kilauea
Hilo	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
Paauiilo
Pahala
Pahoa
Paia
Papaalooa
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 (124 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 (70 records)

Lanai Community Health Center
Maui High Band Booster Club
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
ALOHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA
ASSOSIATION 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
 AOA 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 (1,328 records)

Account Type: K-12 (230 records)

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 -1 -
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. 1-J - 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. 9-C - 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 1-3 -
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
Columbia County 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 Keizer 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'Etoiile French Immersion School
 LA GRANDE SCHOOL DISTRICT 001
 Marist Catholic High School
 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 (51 records)

GILLIAM COUNTY OREGON
 UMATILLA COUNTY, OREGON
 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
 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 (618 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
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
Oregon District 7 Little League
Mercy Flights, Inc.
The Christian Church of Hillsboro Oregon
Congregation Neveh Shalom
My Fathers House
Step Forward Activities Inc
Holy Trinity Greek Orthodox Cathedral
MECOP Inc.
Workforce Northwest Inc
Lane Arts Council
Integral 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
Merchants Exchange of Portland, Oregon
Coalition for a Livable Future
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
LIFEWORCS 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
MOSAIC 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
JUNIOR ACHIEVEMENT
CENTRAL BIBLE CHURCH
MID COLUMBIA MEDICAL CENTER-GREAT AND
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

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 Coaliton, 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

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 Catholic 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
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
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
 Youth Dynamics
 Ashland Art Center
 Apostolic Church of Jesus Christ
 DOUGLAS FOREST PROTECTIVE
 Oregon Lyme Disease Network
 Ecotrust
 SPECIAL MOBILITY SERVICES
 Historical Outreach Foundation
 Teras Interventions and Counseling Inc
 Salem Area Chamber of Commerce
 First Congregational Church
 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
 United Way
 Portland Oregon Visitors Association
 Southern Oregon Project Hope
 Our United Villages
 Samaritan Health Services Inc.
 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
 Oregon Rural Electric Cooperative Association

THE MILL CASINO

Account Type: College and University (33 records)

Oregon State University
 Treasure Valley Community College
 University 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 (61 records)

Clackamas River Water Providers
 eickhoff dev co inc
 Cornerstone Association Inc
 The Klamath Tribe
 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
 DOUGLAS ELECTRIC COOPERATIVE, INC.
 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 (49 records)

Silverton Fire District
 Lewis and Clark Rural Fire Protection District

Rainbow Water District
 Illinois Valley Fire District
 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 (154 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
 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 Govrnment
 City of Mt. Angel
 Albany Police Department
Account Type: County Special District (33 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

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 (43 records)

Teacher Standards and Practices Commission

 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 (6 records)

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

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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

CONTRACT NUMBER

*This Number must appear
On all Invoices*

ANNUAL SUPPLY CONTRACT

TO FURNISH

EMERGENCY AND SPECIALTY VEHICLES, EQUIPMENT AND ACCESSORIES AND
ANY RELATED EQUIPMENT, SUPPLIES AND SERVICES

ON A REQUIREMENTS BASIS

PARTIES: Port of Portland ("Port")
P.O. BOX 3529
PORTLAND, OR 97208

[FIRM NAME] ("Provider")
[ADDRESS]
[ADDRESS]

1. Nature of Contract

This Annual Supply Contract (the "**Contract**") is for Provider's supply to the Port, on an as-needed basis, of the item or items described on the attached Schedule A (the "**Materials**"). The Port does not guarantee any specific quantity of purchase, but shall look first to Provider for the Port's needs for the Materials. The Port reserves the right to order similar goods from other suppliers if it is in the Port's best interest to do so.

2. Term

The term of this Contract shall be from the date this Contract is fully executed until (termination date), unless sooner terminated under the provisions of this Contract. The Port shall have two options, exercisable sequentially and unilaterally by the Port, in its sole, unrestrained discretion, to extend the term of this Contract for one additional year at a time. The Port may exercise such an option by giving Provider written notice no later than fourteen calendar days prior to the expiration date. Expiration of the term does not excuse Provider's duty to provide the Materials.

3. Provider's Obligations

Provider's obligations under this Contract include, but are not limited to, the following:

3.1 To sell, furnish, and deliver requested Materials, f.o.b. destination, within the agreed upon lead time after date of receipt of a properly authorized order placed with Provider.

3.2 To provide all Materials in accordance with the Port's specifications and any issued addenda.

3.3 To submit reports of all sales activity under this Contract, including descriptions, quantities supplied, and prices charged, in an MS Excel spreadsheet format or similar compatible format, to the Port's Manager of Contracts and Procurement upon request.

4. Payment

Payment will be made within 30 days of receipt of a properly completed invoice for Materials delivered pursuant to an authorized Port order placed against this Contract. Provider shall include the Contract number on all invoices and shall submit invoices to Accounts Payable, Port of Portland, PO Box 3529, Portland, OR 97208. Invoices may also be submitted to Accounts Payable via email to portinvoices@portofportland.com.

5. RATE ADJUSTMENTS

Provider may request a rate adjustment, which the Port will consider in its sole discretion, no more frequently than once annually for the ensuing one-year period beginning on the effective date of the Contract or on an anniversary of the effective date of the Contract ("Contract Year") to reflect actual increases in Provider's cost to perform under this Contract. Provider must submit a written request with backup documentation establishing the actual increases in cost. Any such request 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 following Contract Year. 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.

6. Provider is Independent Provider

Provider is an independent Provider for all purposes and shall be entitled to no compensation other than the compensation expressly provided by this Contract. 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 provision of the Materials, including but not limited to income, social security, worker's compensation, and employment insurance taxes.

7. Assignments and SubContracts

Provider may not assign or transfer any interest or obligation under this Contract without the Port's prior written consent. Provider may not subcontract any part of the work required under this Contract without the Port's prior written consent. Any assignment, transfer, or subcontract attempted in violation of this section shall be void.

8. Records

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

9. Duty to Inform

Provider shall give prompt written notice to the Port if, at any time during the performance of this Contract, Provider becomes aware of actual or potential problems, faults, or defects in the Materials, any non-conformance with the Contract, or with any federal, state, or local law, rule, or regulation, or 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 in Provider's statement or claim, and shall not constitute a waiver of any of the Port's rights.

10. WARRANTY; WARRANTY DISCLAIMER

10.1 Warranty

Provider warrants to the Port that: (a) the Materials will conform to the Contract specifications (including any issued addenda) and be free from material defects; and (b) Provider has good title to the Materials, and that Provider conveys the Materials to the Port free from any restriction or condition, and free from any encumbrance, including but not limited to any security interest or lien. Provider will defend title to the Materials against the rightful claim of any person.

10.2 Warranty Disclaimer

Except for the express warranties in this Contract, Contractor expressly disclaims all warranties with respect to the Materials, express and implied, including but not limited to any warranties that may have arisen from course of dealing or usage of trade.

11. Indemnification and insurance

11.1 Indemnification

Provider shall indemnify, defend, reimburse, and hold harmless the Port and the Port's commissioners, officers, employees, and agents for, from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including without limitation reasonable attorney fees, accountant fees, paralegal fees, expert witness fees, escrow fees, fines, environmental costs, and penalties resulting from, arising out of, or in any way connected with the acts or omissions of Provider or Provider's partners, directors, officers, employees, subProviders, invitees, or agents under this Contract.

11.2 Damage to Port Property

Provider shall fully compensate the Port for harm to the Port's real or personal property caused by the acts or omissions, negligent or not, of Provider or Provider's partners, directors, officers, employees, subProviders, invitees, or agents under this Contract.

11.3 Liability Insurance

Provider shall maintain occurrence form commercial general liability and automobile liability insurance for the protection of Provider, the Port, its commissioners, employees, and agents. Coverage shall include personal injury, bodily injury, including death, and broad form property damage, including loss of use of property, occurring in the course of or in any way related to Provider's operations, in an amount not less than \$1,000,000 combined single limit per occurrence.

11.4 Certificates

11.4.1 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; and (ii) a copy of the endorsement or policy provision providing additional insured status under the commercial general liability policy.

11.4.2 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).

11.5 Workers' Compensation Coverage

Provider certifies that Provider has qualified for State of Oregon Workers' Compensation coverage for all Provider's employees who are subject to Oregon's Workers' Compensation statute, either as a carrier-insured employer as provided by ORS 656.407 or as a self-insured employer.

11.6 Additional Insureds

All liability insurance policies required under this Contract shall name the Port, its Commissioners, employees, and agents as additional insureds.

12. BREACH OF CONTRACT

12.1 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, the Port may exercise one or more of the following remedies:

12.1.1 Substitute Services

The Port may terminate that part of this Contract affected by the breach upon written notice to Provider, may obtain substitute services or materials in a reasonable manner, and may recover from Provider the amount by which the price for those substitute services or materials exceeds the price for the terminated services or materials.

12.1.2 Suspension of Services

Pending a decision to terminate all or part of this Contract under this Section, the Port may unilaterally order Provider to suspend all or part of the services or materials. If the Port terminates all or part of this Contract after such a suspension, Provider will be entitled to compensation only for services rendered or materials delivered prior to the date of termination but not for any services rendered or materials delivered after the Port-ordered suspension date. If the Port suspends certain services or material deliveries and later orders Provider to resume those services or material deliveries, Provider will be entitled to reasonable damages actually incurred, if any, as a result of the suspension.

12.1.3 Default

If the breach is material, the Port may declare Provider in default, and the Port may pursue any remedy available for a default.

12.2 Recovery of Amounts Due for Breach

To recover any amounts Provider owes to the Port due to Provider's material or non-material 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.

12.3 Contractual Remedies Not Exclusive

The Port will have all remedies available to the Port under this Contract, at law, and in equity, including reasonable attorneys' fees and costs incurred in any action to enforce the Port's rights under this Contract. All available remedies are cumulative and may be exercised singularly or concurrently.

13. 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, Provider shall be entitled to compensation for all Materials delivered to and accepted by the Port prior to Provider's actual

notice of the termination or the receipt of the written notice of termination, whichever is earlier, plus Provider's reasonable costs actually incurred in closing out the Contract.

14. STATUTORILY REQUIRED PROVISIONS

14.1 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 delivery of the Materials provided for in this Contract. [Required by ORS 279B.220 (1)]

14.2 Overtime

As a condition of this Contract, Provider shall pay employees for overtime work performed under this Contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. 201 et seq.) [Required by ORS 279B.235 (6)(c)]

14.3 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 Provider's subProvider incurred in the performance of this Contract. [Required by ORS 279B.220 (2)]

14.4 Income Tax Withholding

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

14.5 Workers' Compensation

As a condition of this Contract, 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)]

14.6 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)]

14.7 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, any county, any school district, any municipality, any municipal corporation, or any subdivision thereof, on account of any labor or material furnished pursuant to this Contract. [Required by ORS 279B.220 (3)]

15. Miscellaneous Provisions

15.1 Time of Essence

Time is of the essence with respect to all dates and time periods in this Contract.

15.2 Contingencies

Neither party will be responsible for failure to perform the party's obligations under this Contract due to contingencies beyond the party's reasonable control, including but not limited to earthquakes, floods, tornadoes, and other acts of Nature, fires, epidemics, wars, riots, revolutions, acts of civil or military authorities, sabotage, or nuclear incidents. If any obligation of a party will be delayed by a contingency, the party will promptly notify the other party. Each party will use commercially reasonable efforts to remove the contingency as soon as practicable.

15.3 Law of Oregon; Venue

ORS 15.320 provides that Oregon law applies to this Contract. The parties also agree that Oregon law applies to this Contract, even if ORS 15.320 is determined to be inapplicable or invalid. Venue shall be in Multnomah County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Multnomah County, Oregon.

15.4 Successors and Assigns

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

15.5 Provider Identification

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.

15.6 No Waiver of Legal Rights

A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.

15.7 Modification

Except as provided in Section 2, this Contract may be modified only by a writing signed by both parties. No oral modification shall be effective.

15.8 Attorney Fees

The prevailing party on a claim shall be entitled to reasonable attorney fees with respect to the claim at trial and on appeal in an action brought with respect to this Contract.

15.9 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 purchasing public contracting agencies are entirely independent of and have no effect upon this Contract.

15.10 Integration

This Contract contains the entire agreement between the parties regarding the subject matter of this Contract and supersedes all prior written or oral discussions or agreements regarding the subject matter of this Contract.

15.11 Attachments

Any exhibits, schedules, and other attachments referenced in this Contract are part of this Contract.

15.12 Authority of Signers

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

PROVIDER NAME

PORT OF PORTLAND

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Telephone: _____

Email: _____

SCHEDULE

Materials

The Materials listed below and, if applicable, on the following pages shall be provided at the unit prices listed for the period of _____. After this initial period, price changes may be considered in accordance with Section 5 of this Contract but only in the same proportion that changes have occurred in the manufacturer's latest published price list(s), discount schedules, or other positive means of identification.

Similar items purchased but not listed below shall be supplied at a minimum _____% discount from the manufacturer's published list price.

SCHEDULE 1.4 A

GENERAL 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 Emergency and Specialty Vehicles, Equipment and Accessories and any Related Equipment, Supplies and Services (herein “Products and Services”).

2. Objectives

- A. Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Participating Public Agencies;
- B. Establish the Master Agreement as a Supplier’s primary offering to Participating Public Agencies;
- C. Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals;
- D. Combine the volumes of Participating Public Agencies to achieve cost effective pricing;
- E. Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state of the art ordering and delivery systems;
- F. 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 EMERGENCY AND SPECIALTY VEHICLES, EQUIPMENT AND ACCESSORIES AND ANY RELATED SUPPLIES AND SERVICES they offer. The intent of this solicitation is to provide Participating Public Agencies with products and services to meet their various needs and intends to award a contract by category. Therefore, the Providers should have demonstrated experience in providing the Products and Services as defined in the RFP, including but not limited to:

CATEGORY A – **Ambulance and Emergency Vehicles, Equipment and Accessories** – A complete line of EMS vehicles, equipment and accessories, including Type I and Type III EMS Modules, Type II vehicles if offered, mobile clinics, and any other ambulance vehicles, equipment and accessories available from Provider.

CATEGORY B – **Fire Apparatus Vehicles, Equipment and Accessories** – A complete line of Fire Apparatus, equipment and accessories available from Provider, including but not limited to, fire engine vehicles, aerial ladder vehicles, aerial tower vehicles, aircraft rescue and firefighting (ARFF) vehicles and any other fire apparatus vehicles, equipment and accessories available from Provider.

CATEGORY C – **Specialty Vehicles, Equipment and Accessories** – A complete line of Specialty vehicles, including but not limited to, mobile command centers, hazmat vehicles, bomb response units, SWAT vehicles, crime scene vehicles, prisoner transport, mobile classrooms, mobile medical units, mobile dental units, mammography units, bloodmobiles, mobile audiology units, mobile ophthalmology units, mobile veterinary units, mobile laboratory units, book mobiles, and any other specialty vehicles, equipment and accessories available from Provider.

CATEGORY D – **Related Supplies and Services** – Any related supplies and services available from supplier, including but not limited to, parts, training, vehicle services, and any other related supplies and services available from Provider.

ALL PRODUCTS OFFERED MUST BE NEW, UNUSED, LATEST DESIGN AND TECHNOLOGY UNLESS OTHERWISE SPECIFIED.

4. Requirements

Provider must affirm it is in full compliance with all applicable laws and regulations in connection with the Products and Services required under this RFP. Provider must state how it will ensure continued compliance through the term of the contract.

4.1. Ambulance and Emergency Vehicles, Equipment and Accessories

4.1.1. Provider must be a manufacturer of the Products with a minimum of ten (10) continuous years' experience building like vehicle types and sizes in the industry and a minimum production output of 100 vehicles per year.

4.1.2. Provider must provide a list of at least 25 customers currently using ambulance and emergency vehicles manufactured by its company. Reference information should be as follows:

- Organization Name
- Contact Person
- Phone Number
- E-Mail Address
- Cost of Project
- Exterior Picture of Vehicle

4.1.3. Provider shall indicate its maximum bonding capability. Provider is required to provide a signed and notarized statement from a surety company authorized to transact business in all fifty (50) states.

- 4.1.4. Vehicles shall conform to the federal specification standard KKK-A-1822 or latest version and a copy of certification must be made available upon request.
- 4.1.5. Provider must provide high quality equipment, components, and parts designed for ambulance or emergency vehicles that are new and of current manufacture. The use of military surplus, used, obsolete or discontinued items will not be acceptable.
- 4.3.1. Provider shall fully describe its Products and Services offering.
- 4.1.6. Provider shall provide detailed specifications for all vehicles, equipment and accessories.
- 4.1.7. Provider shall provide a written analysis of its capabilities in regards to Engineering, Manufacturing, Quality Control, Service, and Project Administration.
- 4.1.8. Provider must construct the complete vehicle, with the exception of the chassis. Additional elements constructed and installed “in house” are required to ensure service and parts availability.
- 4.1.9. Provider shall state the location(s) of the factory(ies) where the Products are to be built. It shall also demonstrate it is in a position to render prompt service for furnishing replacement parts for all Products. Parts shall be stocked at the manufacturing facility.
- 4.1.10. Provider must provide the approved/recommended uses for its vehicles.
- 4.1.11. Provider shall describe its ability to provide drawings to Participating Public Agencies. Drawings shall be large “D” size (minimum 24” x 36”). Smaller size drawings, “similar to” drawings or general sales drawings shall not be acceptable.
- 4.1.12. Provider shall describe all organizations involved in the purchase of Ambulance and Emergency Vehicles, Equipment and Accessories. If purchases are made through authorized dealers, Provider shall provide a complete listing of authorized dealers, including contact name, company name, address, phone, and email.

4.2. Fire Apparatus Vehicles, Equipment and Accessories

- 4.2.1. Fire Apparatus Vehicles, Equipment and Accessories include fire department vehicles as well as Aircraft Rescue and Firefighting (ARFF) vehicles.
- 4.2.2. Provider must be a manufacturer of the Products with a minimum of ten (10) continuous years’ experience building like vehicle types and sizes in the industry.
- 4.2.3. Provider must provide a list of at least 25 customers currently using fire apparatus vehicles, including any ARFF vehicles manufactured by its company. Reference information should be as follows:
 - Organization Name

- Contact Person
- Phone Number
- E-Mail Address
- Cost of Project
- Exterior Picture of Vehicle

- 4.2.4. Provider shall indicate its maximum bonding capability. Provider is required to provide a signed and notarized statement from a surety company authorized to transact business in all fifty (50) states.
- 4.2.5. Any proposed Products shall conform to the applicable requirements, current at the date of manufacture, of the National Fire Protection Association (NFPA) NFPA 1901, “Standard for Automotive Fire Apparatus”.
- 4.2.6. Provider must provide high quality equipment, components, and parts designed for firefighting apparatus that are new and of current manufacture. The use of military surplus, used, obsolete or discontinued items will not be acceptable.
- 4.2.7. Provider shall fully describe its Product and Services offering.
- 4.2.8. Provider shall provide detailed specifications for all of its Fire Apparatus Vehicles, Equipment and Accessories.
- 4.2.9. Provider shall provide a written analysis of its capabilities in regards to Engineering, Manufacturing, Quality Control, Service, and Project Administration.
- 4.2.10. Provider shall state the location(s) of the factory(ies) where the Products are to be built. It shall also demonstrate it is in a position to render prompt service for furnishing replacement parts for all Products. Parts shall be stocked at the manufacturing facility.
- 4.2.11. Provider must provide the approved/recommended uses for its vehicles.
- 4.2.12. Provider shall describe its ability to provide drawings to Participating Public Agencies of Product’s overall dimensions, wheelbase, overall lengths and any other equipment specified by Participating Public Agency. Drawings shall be large “D” size (minimum 24” x 36”). Smaller size drawings, “similar to” drawings or general sales drawings shall not be acceptable.
- 4.2.13. Provider shall describe all organizations involved in the purchase of Fire Apparatus Equipment and Accessories. If purchases are made through authorized dealers, Provider shall provide a complete listing of authorized dealers, including contact name, company name, address, phone, and email.
- 4.2.14. Delivery to the Participating Public Agency of a vehicle shall be no more than two-hundred, forty (240) calendar days after purchase.

4.2.15. At a minimum, one (1) inspection trip for up to two (2) Participating Public Agency Fire Personnel shall be made to the manufacturer's facility during the course of construction of the apparatus. Air travel, meals, and lodging expenses shall be included.

4.2.16. Providers must include vehicle maintenance recommendations and historical data which demonstrates the anticipated maintenance costs for its products.

4.3. Specialty Vehicles, Equipment and Accessories

4.3.1. Proposer must be a full in-house, turnkey manufacturer of the Products with a minimum of ten (10) continuous years building like vehicle types and sizes in the industry and have a minimum production output of ten (10) vehicles per month.

4.3.2. Provider shall indicate its maximum bonding capability. Provider is required to provide a signed and notarized statement from a surety company authorized to transact business in all fifty (50) states.

4.3.3. Provider shall fully describe its Products and Services offering.

4.3.4. Provider shall provide specifications for each model name and base vehicle. Base vehicles should include, but are not limited to:

- Chassis
- Body
- Exterior compartments and doors
- Interior build out
- Interior lighting
- HVAC
- 12VDC Electrical System
- 120VAC Electrical System (including generator and shore power capabilities)
- Delivery and Training
- Warranty

4.3.5. Provider shall provide a list of ALL vehicle options to be added to the base vehicles/trailers, along with a detailed description of the options.

4.3.6. Provider shall provide a written analysis of its capabilities in regards to Engineering, Quality Control, Service, Water Testing, Weight Analysis and Project Administration.

4.3.7. Provider shall supply floorplan drawings with ALL base vehicles listed. Drawings shall include:

- Interior Floor Plan View
- Curb Side Interior View
- Street Side Interior View
- Curb Side Exterior View
- Street Side Exterior View

- Front View Exterior View
- Rear View Exterior View
- Roof View Exterior View

4.3.8. Vehicles may include, but are not limited to, the following:

A. Police, Emergency Management, Homeland Security

- Command
- Communications
- SWAT Deployment
- SWAT Equipment
- Bomb/EOD
- DUI/BAT
- Prisoner Transport
- Crime Scene
- Hostage Negotiation

B. Fire Services

- Command
- Communications
- HazMat
- Rescue
- Equipment
- 911
- ARFF

C. Mobile Medical

- Health
- Dental
- Mammography
- Audiology
- Bloodmobile
- Optometry

D. Laboratories

- Environmental Testing
- Science and Research
- Advanced Technology

E. Classroom

- Computer Lab
- Technical Learning
- Workforce
- Job Training

F. Bookmobiles

- 4.3.9. Provider shall maintain a fully staffed warranty, service, delivery, and training department capable of delivery and service to all fifty (50) states.
- 4.3.10. Provider shall provide sixty (60) product specific references. References shall include twenty five (25) Fire and Police, twenty five (25) Medical, and ten (10) Bookmobile/Laboratory/Classroom. Reference information should be as follows:
- Organization Name
 - Contact Person
 - Phone Number
 - E-Mail Address
 - Cost of Project
 - Exterior Picture of Vehicle

5. Multiple Award

The Port reserves the right to award the contract locally and/or nationally in the aggregate, by Product category, multiple award, primary, secondary, and tertiary, whichever is in the best interest of the Port and Participating Public Agencies as a result of this solicitation.

6. OEM and Aftermarket Components

The Products shall be new and of the latest factory model year released. They shall be complete, and ready to operate upon delivery. No rebuilt or re-manufactured components will be acceptable. All components shall be Original Equipment Manufacturer (OEM), no aftermarket components shall be acceptable unless approved by the designated representative from the Port or Participating Public Agency prior to submittal of Products.

All accessory installations shall be securely affixed and comply with OEM and OSHA standards. No installation shall interfere with OEM systems nor render the vehicle warranty invalid.

All electrical installations shall have wiring securely affixed to running path. Wiring shall have protection with a minimum of shielding with loom, rubber grommets for “pass through” and insulated wire clamps for mounting. All accessory circuits shall have proper circuit protection adequate to prohibit damage to vehicle OEM systems and prevent electrical shorts or fires.

7. Compliance With Laws

The Products shall be at the date of delivery in compliance with all current and applicable federal, state, and local laws pertaining to this equipment. Each Provider may be required to furnish proof of compliance prior to acceptance of the Product.

8. Sub-Contracting

Sub-contracting of the design, engineering, finite element analysis (FEA), and manufacturing shall not be permitted.

9. Design

Designs should include the integration of all systems and sub-systems so they are blended together seamlessly with the creative design elements to present the Products positively to the end user.

Designs shall be as such to perform in a commercial duty with an operating lifecycle of ten (10) years. Designs shall be completely designed from the ground up as an emergency or specialty vehicle.

Design drawings shall be submitted to the Port or Participating Public Agency per its specifications for approval.

10. Delivery

Provider shall notify designated Port or Participating Public Agency personnel fifteen (15) working days prior to delivery of the vehicle so that appropriate staff may complete pre-delivery inspections and complete necessary scheduling arrangements prior to the Product's delivery.

11. Inspection and Acceptance

The successful Provider's Products shall be subjected to a pre-delivery and post-delivery inspection by the Port and Participating Public Agency to determine that the Product, in its final configuration, meet the requirements of this RFP and Participating Public Agency's specifications, is complete and not damaged upon delivery to the Port or Participating Public Agency.

The vehicle will not be accepted until all manuals are delivered to the Port or Participating Public Agency.

Final acceptance shall be made after post-delivery and after inspection demonstrates that the vehicle is operational and in full compliance with this RFP.

12. Manuals

Provider shall furnish a complete set of manuals during delivery of vehicle and shall provide, at a minimum, one (1) hard copy of each as well as one (1) electronic copy on thumb drive or CD unless otherwise specified by the Participating Public Agency.

13. Training

Provider shall provide training to operators and technicians of the Port and Participating Public Agencies at no additional cost. At a minimum, such training shall include operator training on all machine functions as well as operator preventive maintenance.

14. Warranty

- 14.1. Provider shall provide all applicable warranties as part of this RFP response and describe its ability in business days to provide any required warranty service to a Participating Public Agency.
- 14.2. Provider shall indicate if warranty work will be performed by the manufacturer or by an authorized dealer.
- 14.3. Provider shall also note any extended warranties available and include pricing for such extended warranties in the Price section of the Provider's response.

15. Equipment Recalls

In the event of any recall notice, technical service bulletin, or other important notification affecting equipment purchased from this contract, a notice shall be sent to appropriate personnel at each Participating Public Agency in a timely manner. Provider shall describe its process for notification of equipment recalls and timing of such notification.

16. Liability

Provider shall defend any and all suits and assume all liability for the use of any patented device or article forming part of the Product or any appliance provided under the contract.

17. Substitution of Specified Items

Whenever the Contract Documents refer to any specific article, device, equipment, product, material, fixture, specified patent or proprietary name, patented process, forms, method or type of construction, by name, make, trade name, or catalog number ("specified item"), such reference shall be deemed to be followed by the words, "or approved equal", unless it is indicated that no substitutions will be considered.

Any Provider who has submitted a Proposal prior to the deadline may submit data to the Port to substantiate a request to provide an "or approved equal" item when completing Sample Specification Pricing in Schedule 3.2.1.5 B of this RFP.

18. Local Key Personnel

The Provider shall identify the local key personnel that will be committed to the contract. The Port reserves the right to reject any key personnel proposed if it is determined in the Port's best interest. All key personnel must be committed to the contract at the appropriate time level. Provider understands that the qualifications and experience of key personnel proposed will be factored into the evaluation process; therefore, key personnel must not be replaced without the

approval of the Port. Any approved substitutions must be with personnel of equal or better qualifications. In addition, any other commitments must not conflict with the level of commitment proposed for this contract.

19. Price

The Port will consider the overall pricing for the comprehensive solution in its selection process. Schedule 3.2.1.5 A, Price sheet must be submitted. Additionally Schedule 3.2.1.5 B, Sample Specification Pricing must be submitted and will be used for evaluation purposes.

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SCHEDULE 1.4 B
SAMPLE SPECIFICATIONS FOR EVALUATION PURPOSES

See separately available Schedule 1.4 B

SCHEDULE 2.4.3.2

CERTIFICATION OF TRADE SECRET

Port of Portland Solicitation Name: _____

Port of Portland Solicitation Number: _____

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.
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

EMERGENCY AND SPECIALTY VEHICLES, EQUIPMENT AND ACCESSORIES AND
ANY RELATED EQUIPMENT, SUPPLIES AND SERVICES

Solicitation Number 2015-6901

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 [##] of the sample contract, attached to the RFP as Schedule B. 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 A

PRICE SHEET

1. Provide the pricing for all vehicles offered using a **fixed percentage (%) discount off a MANUFACTURER PRICE LIST** or other objectively verifiable criteria using the format below:

1.1. **Ambulance and Emergency Vehicles, Equipment and Accessories:** Provide pricing for all base vehicles offered.

Item No.	Vehicle/Trailer Description	Model Name	Model Number	Catalog/List Price	% Discount off List	Delivered Base Price
1	Type I Ambulance (10,001 to 14,000 GVWR)					
2	Type I Additional Duty Ambulance (14,000 GVWR or more)					
3	Type II Ambulance (9,201 to 10,000 GVWR)					
4	Type III Ambulance (10,001 to 14,000 GVWR)					
5	Type III Additional Duty Ambulance (14,001 GVWR or more)					
	<i>(Use additional space as necessary if Proposer offers additional base vehicles.)</i>					
Item No.	Options	Model Name	Model Number	Catalog/List Price	% Discount off List	Delivered Option Price
	<i>(Use additional space as necessary to provide all available options that may be installed on vehicles.)</i>					

1.2. Fire Apparatus Vehicles, Equipment and Accessories: Provide pricing for all vehicles, equipment and accessories offered.

Item No.	Product Description	Model Name	Model Number	Catalog/List Price	% Discount off List Price	Discounted Price
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11	<i>(Use additional space as necessary.)</i>					
12						
Item No.	Options	Model Name	Model Number	Catalog/List Price	% Discount off List	Delivered Option Price
	<i>(Use additional space as necessary to provide all available options that may be installed on vehicles.)</i>					

1.3. Specialty Vehicles, Equipment and Accessories: Provide pricing for all base vehicles offered.

Item No.	Vehicle/Trailer Description	Model Name	Model Number	Catalog/List Price	% Discount off List Price	Delivered Base Price
1	Van - Light Duty (Up to 9,000 lbs. GVWR)					
2	Van - Medium Duty (Up to 14,500 lbs. GVWR)					
3	Truck - Light Duty (Up to 19,500 lbs. GVWR)					
4	Truck - Medium Duty (Up to 26,000 lbs. GVWR)					
5	Truck - Heavy Duty (Up to 33,000 lbs. GVWR)					
6	Truck - Super Heavy Duty (Up to 54,000 lbs. GVWR)					
7	Coach - Light Duty (Up to 26,000 lbs. GVWR)					
8	Coach - Medium Duty (Up to 44,000 lbs. GVWR)					
9	Coach - Heavy Duty (Up to 65,000 lbs. GVWR)					
10	Trailer - Single Axle					
11	Trailer - Multiple Axle					
12	Trailer - Semi					
13	Modular Unit					
	<i>(Use additional space as necessary if Proposer offers additional base vehicles.)</i>					
Item No.	Options	Model Name	Model Number	Catalog/List Price	% Discount off List Price	Delivered Option Price
	<i>(Use additional space as necessary to provide all available options that may be installed on vehicles.)</i>					

2. Provide copies of the MANUFACTURER PRICE LIST or other objectively verifiable criteria.
3. **Related Supplies and Services:** Provide pricing for any proposed additional products you wish to be considered. Additionally, provide pricing (if applicable) for any services offered by Provider, including but not limited to, training, vehicle services, preventive maintenance, warranty extensions, repair services, technical support, etc. If any services are offered standard at no additional cost, please note.
4. **Volume Discounts or Rebates:** Please include any volume discounts or rebates offered by Prociswe to Participating Public Agencies.
5. **Delivery:** All freight shall be FOB destination, freight prepaid and included. Any handling fees shall also be included in the pricing.
6. **Alternative Costing Method:** If a project requires product options that are not covered in the pricing schedule or if a product option is required that is more appropriate to be custom designed and manufactured to meet an individual project application, the Contractor may use the alternative costing method as follows:
 - Apply the U.S. Communities discount as submitted on the Pricing Schedule; and
 - All products falling under this category must be submitted in advance and approved by the Participating Public Agency prior to being included in any quote or proposal from the Contractor.
7. **Sample Specification Pricing for Evaluation Purposes:** The Provider must submit pricing for the Sample Specifications provided in Schedule 3.2.1.5 B – Sample Specification Pricing. Pricing is to be based on pricing quoted on the Price Sheet. Sample Specification Pricing will be used for evaluation purposes.

SCHEDULE 3.2.1.5 B

SAMPLE SPECIFICATION PRICING

Ambulance and Emergency Vehicles, Equipment and Accessories						
Sample Specification Pricing						
Item No.	Vehicle/Trailer/Options Description	Model Name	Model Number	Catalog/List Price	% Discount off List	Delivered Base Price
1	Type I, 12' Dodge Ram 4500					
	<i>(Use additional space as necessary)</i>					
TOTAL						
2	Type I, 14' Dodge Ram 4500					
	<i>(Use additional space as necessary)</i>					
TOTAL						
3	Type III, 12' Chevrolet G3500					
	<i>(Use additional space as necessary)</i>					
TOTAL						
4	Type III, 14' Chevrolet G4500					
	<i>(Use additional space as necessary)</i>					
TOTAL						

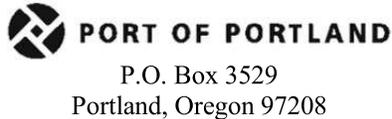
Fire Apparatus, Equipment and Accessories Sample Specification Pricing						
Item No.	Vehicle/Trailer/Options Description	Model Name	Model Number	Catalog/List Price	% Discount off List	Delivered Base Price
1	Fire Department Engine					
	<i>(Use additional space as necessary)</i>					
TOTAL						
2	Fire Department Aerial Ladder					
	<i>(Use additional space as necessary)</i>					
TOTAL						
3	Fire Department Aerial Tower					
	<i>(Use additional space as necessary)</i>					
TOTAL						
4	Aircraft Rescue and Firefighting (ARFF) Class 5 Vehicle					
	<i>(Use additional space as necessary)</i>					
TOTAL						

Specialty Vehicles, Equipment and Accessories Sample Specification Pricing						
Item No.	Vehicle/Trailer/Options Description	Model Name	Model Number	Catalog/List Price	% Discount off List	Delivered Base Price
1	Mobile Command Center					
	<i>(Use additional space as necessary)</i>					
TOTAL						
2	Mobile Medical Unit					
	<i>(Use additional space as necessary)</i>					
TOTAL						
3	Mobile Classroom/Computer Lab					
	<i>(Use additional space as necessary)</i>					
TOTAL						
4	Mobile Bookmobile					
	<i>(Use additional space as necessary)</i>					
TOTAL						

SCHEDULE 3.3

CHECKLIST OF REQUIRED SUBMITTALS

NO.	ITEM	COMPLETE
1	1 Original hard copy and 1 additional copy of Proposal, 8 USB Flash drives (Section 2.5.1, pages 4-5)	
2	If applicable, one duplicate, redacted copy of Proposal on the 8 USB Flash drives (Section 2.5.1.1, page 5)	
3	If applicable, one completed Certification of Trade Secret form (Section 2.5.1.2, page 5)	
4	Proposal Form, Schedule 3.2.1	
5	Provider Introduction, including Cover Letter, Executive Summary and Provider's ability and experience (Section 3.2.1.1, page 8)	
6	Proposal (Section 3.2.1.2, page 9)	
7	Proposed Strategy and Operational Plan (w/resumes) (Section 3.2.1.3, page 9)	
8	National Supplier Qualifications (Section 3.2.1.4, page 9)	
9	Cost/Fees: Schedule 3.2.1.5 A Price Sheet (Section 3.2.1.5, page 9)	
10	Cost/Fees: Schedule 3.2.1.5 B Sample Specifications Pricing	
11	U.S. Communities Administration Agreement, signed unaltered (Section 5.15, pages 31-44)	



**EMERGENCY AND SPECIALTY VEHICLES, EQUIPMENT AND ACCESSORIES AND ANY
RELATED EQUIPMENT, SUPPLIES AND SERVICES**

Solicitation Number 2015-6901

**Responses Due: January 19, 2016
By: 3:00 p.m.**

ADDENDUM NUMBER 1

This Addendum Number 1 provides changes and/or clarification to the Solicitation for the above-entitled project to be considered by each respondent. Any changes made by this Addendum Number 1 to the Solicitation change only the portion of the words or paragraphs specifically mentioned herein, and the balance of the Solicitation remains unchanged. It is the responsibility of all respondents to incorporate the information included in this Addendum Number 1 when preparing their response. **Therefore, acknowledge receipt of this Addendum Number 1 on the Proposal Form provided in the Solicitation as Schedule 3.2.1.**

PROPOSAL COVER

AMEND the Proposals Due Date to 3:00 p.m. January 19, 2016

Section 1.2.1, Deadlines

The third bullet point in this Section is amended to: January 19, 2016, 3:00 p.m. deadline for receipt of proposals.

Section 1.2.1, Deadlines

The fourth bullet point in this Section is amended to: March 1, 2016, Presentations, demonstrations or interviews (if required)

Section 1.2.1, Deadlines

The fifth bullet point in this Section is amended to: March 10, 2016, Selection of apparent successful Provider(s) announced.

Section 1.2.1, Deadlines

The sixth bullet point in this Section is amended to: March 17, 2016, Award protest period ends

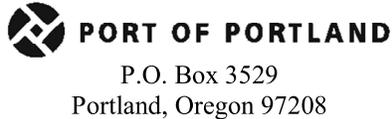
Section 1.2.1, Deadlines

The seventh bullet point in this Section is amended to read: April 1, 2016 Contract begins (approx.)

The deadline for questions and answers has passed for this solicitation.

THE PORT OF PORTLAND
Craig Johnsen
Manager, Contracts & Procurement

Enclosures: None



**EMERGENCY AND SPECIALTY VEHICLES, EQUIPMENT AND ACCESSORIES AND ANY
RELATED EQUIPMENT, SUPPLIES AND SERVICES**

Solicitation Number 2015-6901

**Responses Due: January 20, 2016
By: 3:00 p.m.**

ADDENDUM NUMBER 2

This Addendum Number 2 provides changes and/or clarification to the Solicitation for the above-entitled project to be considered by each respondent. Any changes made by this Addendum Number 2 to the Solicitation change only the portion of the words or paragraphs specifically mentioned herein, and the balance of the Solicitation remains unchanged. It is the responsibility of all respondents to incorporate the information included in this Addendum Number 2 when preparing their response. **Therefore, acknowledge receipt of this Addendum Number 2 on the Proposal Form provided in the Solicitation as Schedule 3.2.1.**

PROPOSAL COVER

AMEND the Proposals Due Date to 3:00 p.m. January 20, 2016

Section 1.2.1, Deadlines

The third bullet point in this Section is amended to: January 20, 2016, 3:00 p.m. deadline for receipt of proposals.

The deadline for questions and answers has passed for this solicitation.

THE PORT OF PORTLAND
Craig Johnsen
Manager, Contracts & Procurement

Enclosures: None

Emergency and Specialty Vehicles, Equip. and Accessories & any Related Equip., Supplies & Svcs. (2015-6901), bidding on

Printed 12/23/2015

Q & A

Vendor	Submit Date	Question	Answer	Release Date	Set
McKesson Medical Surgical	11/20/2015 3:49 PM (Pacific)	Are you looking for a bid on AED's or other medical equipment and supplies or is this just for the vehicles? Thank-you!	The awards made from this solicitation will be to vehicle manufacturers in the three categories listed in the RFP. There will be no separate awards for related equipment, accessories, etc.		not released

STATE OF WASHINGTON -- KING COUNTY

--SS.

330682

No.

U.S. COMMUNITIES

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

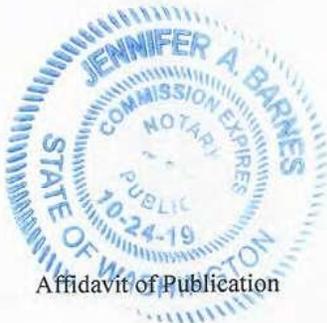
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

BCSB:EMERGENCY VEHICLES

was published on

11/20/15 11/21/15 11/23/15 11/24/15 11/25/15 11/27/15 11/28/15

The amount of the fee charged for the foregoing publication is the sum of \$477.75 which amount has been paid in full.



Affidavit of Publication

[Handwritten signature]

Subscribed and sworn to before me on

11/30/2015

Notary public for the State of Washington,
residing in Seattle

State of Washington, King County

**U.S.
Communities
Government
Purchasing
Alliance
Emergency and
Specialty Vehicles**

Proposals Due: January 8, 2016

RFP #2015-6091

Port of Portland, OR (the "Lead Public Agency"), on behalf of U.S. Communities Government Purchasing Alliance, the members of the advisory board and all local and state government agencies, higher education and non-profit entities that elect to access the Master Agreement is soliciting proposals to enter into a Master Agreement for Emergency and Specialty Vehicles, Equipment and Accessories and any Related Equipment, Supplies and Services. The resulting contract may be awarded to multiple suppliers. The RFP is subject to the Lead Public Agency's General Conditions & Instructions to Bidders. Proposals are due no later than 3:00 PM local time on January 8, 2016. Additional information may be found at: www.portofportland.com.

Date of first publication in the Seattle Daily Journal of Commerce, November 20, 2015.

11/28(330682)



City Purchasing



The Buy Line

City Purchasing Announcements, Current Bid Solicitations & Archives



Citylink.Seattle.gov

Welcome to City Purchasing Blog
« Previous post

U.S. COMMUNITIES: Emergency and Specialty Vehicles, Equipment and Accessories and any Related Equipment, Supplies and Services RFP#2015-6901

Original Date Posted: November 19, 2015 9:29 am [ShareThis](#)

[Click here to access Request for Proposal #2015-6901.pdf](#)

Schedule 1.4 B Sample Specification

RFP Due Date & Time: No Later than 3:00 pm, January 8, 2016.

LATE PROPOSALS MAY NOT BE ACCEPTED

Single Point of Contact (SPC): Craig Johnsen (See Section 1.3)

Phone: (503) 415-6354

E-mail: craig.johnsen@portofportland.com

Posted under [Bids & Proposals](#), [RFP#2015-6901](#) category

[« Previous post](#) | [The Buy Line Home Page](#)

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- [ITB #FAS-3348 \(RSS\)](#)
- [ITB #SCL-3438 \(RSS\)](#)
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- [RFP #SCL-3404 \(RSS\)](#)
- [RFP #SCL-3450 \(RSS\)](#)
- [RFP #SCL-B3526 \(RSS\)](#)
- [RFP DIT 140114 \(RSS\)](#)
- [RFP-13120 \(RSS\)](#)
- [RFP-9-14 \(RSS\)](#)
- [RFP-SCL-12014 \(RSS\)](#)
- [RFP#2015-6901 \(RSS\)](#)

[History/Archives \(RSS\)](#)

November 2015

M T W T F S S

1
2 3 4 5 6 7 8
9 10 11 12 13 14 15

[« Oct](#)

Solicitation ID: 30746
Active Date: 8/26/2015
Customer Ref #: S58-T25507
Inactive Date: 10/7/2015
Title: Emergency & Specialty Vehicles, Equipment & Accessories
Solicitation Type: RFP
Contact: Ketan Shah
Public: Yes
Organization: Seattle, City of
Estimated Value: 100,000,000

Commodities:

071-03 Ambulances and Rescue Vehicles (See 072-30 for Fire Protection and Crash Rescue Trucks)
 072-30 Trucks, Fire Protection and Crash Rescue

Counties:

- Benton
- Clark
- Cowlitz
- Douglas
- Grays Harbor
- King
- Kitsap
- Kittitas
- Pierce
- Skagit
- Snohomish
- Spokane
- Thurston
- Walla Walla
- Whatcom
- Yakima

Vendor Details:

Company Name	DBA Name	Status	Match Code	Notified	Requested	Responded	Awarded

Vendor Summary:

Total Vendors	0
Total Veteran Owned	0
Total Washington Small Business	0



The New York State Contract Reporter

This document printed
Thursday, 11/19/2015

*NYS' official source of contracting opportunities
Bringing business and government together*

Contracting Opportunity

*** This ad has not been published. It has been reviewed and pending publication. ***

Title: Emergency and Specialty Vehicles, Equipment and Accessories and any Related Products, Equipment, Supplies and Services

Agency: U.S. Communities
Operations

Contract Number: 2015-6091

Contract Term: three year contract with two (1) year extensions

Date of Issue: 11/20/2015

Due Date/Time: 01/08/2016 3:00 PM
Submission of questions due December 23, 2015

County(ies): All NYS counties

Location: 7200 N.E. Airport Way, Portland, OR 97218

Classification: Vehicles & Equipment - *Commodities*

Opportunity Type: General

Entered By: Mary Pelfrey

Description: Port of Portland, OR (the "Lead Public Agency"), on behalf of U.S. Communities Government Purchasing Alliance, the members of the advisory board and all local and state government agencies, higher education and nonprofit entities that elect to access the Master Agreement is soliciting proposals to enter into a Master Agreement for Emergency and Specialty Vehicles, Equipment and Accessories and any Related Equipment, Supplies and Services. The resulting contract may be awarded to multiple suppliers. The RFP is subject to the Lead Public Agency's General Conditions & Instructions to Bidders. Proposals are due no later than 3:00 PM local time on January 8, 2016. Additional information may be found at: www.planetbids.com.

*** These goods or services have been purchased from an out-of-state/foreign vendor within the past three years.**

Contact Information

Primary contact: U.S. Communities
Operations
Mary Pelfrey
Solicitation Manager
2999 Oak Road, Suite 710
Walnut Creek, CA 94597
United States
Ph: 704-564-0320
Fax: 803-547-5361
mpelfrey@uscommunities.org

Secondary contact: U.S. Communities
Port of Portland
Craig Johnsen
Contracts and Procurement Manager
7200 N.E. Airport Way
Portland, OR 97218
United States
Ph: 503-415-6354
craig.johnsen@portofportland.com

Submit to contact: U.S. Communities
Operations
Mary Pelfrey
Solicitation Manager
2999 Oak Road, Suite 710
Walnut Creek, CA 94597
United States
Ph: 704-564-0320
Fax: 803-547-5361
mpelfrey@uscommunities.org

Supporting document(s) shown below:

The following supporting documents are available for download:

Document title	Description	Type
RFP 2015-6091		pdf
Schedule 1.4 B Sample Specifications		pdf

To download these documents, please visit the New York State Contract Reporter website: <http://www.nyscr.ny.gov>

© 2015, Empire State Development <http://www.esd.ny.gov/>



Margaret Colony, Onvia

Account Manager: [Onvia Client Success](#) (800) 531-6860
[\[Help & Support \]](#)

Type: Bid

Project Name: [Emergency And Specialty Vehicles, Equipment And Accessories, And Any Related Equipment, Supplies And Services](#)

Agency: [Port of Portland](#)

Location: Portland, OR 97269

Level Of Government: Special District

Submittal/Due Date: **1/8/2016 3:00 PM** **Due in 46 days**

Agency Bid #: 2015-6901

Publication Date: 11/20/2015

Last Updated Date: 11/20/2015

Onvia Reference #: BID:23461678

[View Map](#)[Print This](#)[Send This](#)

[Click here](#) to jump to additional information to help you qualify this opportunity

Specifications

Description: Bid Detail
 Project Title Emergency and Specialty Vehicles, Equip, and Accessories & any Related Equip., Supplies & Svcs.
 Invitation No. 2015-6901
 Bid Posting Date November 19, 2015 7:59 AM (Pacific)
 Project Stage Bidding
 Bid Due Date January 8, 2016 3:00 PM (Pacific)
 Response Format Paper only
 Project Type RFP (Request For Proposal)
 Response Types Response File
 Type of Award Lump Sum
 Categories 07177 - SPECIALTY VEHICLES
 07230 - TRUCKS, FIRE PROTECTION AND CRASH RESCUE 34000 - FIRE PROTECTION EQUIPMENT AND
 92645 - EMERGENCY RESPONSE SERVICES, HAZARDOUS WASTE 99000 - SECURITY, FIRE, SAFETY,
 AND EM
 License Requirements
 Preferences Restriction Type None
 Department Contracts & Procurement
 Address P.O. Box 3529, Portland, Oregon County Multnomah
 Bid Valid 120 days Liquidated Damages Estimated Bid Value
 Start/Delivery Date Approx. February 14, 2016
 Project Duration Minimum Three (3) Years
 Cooperative Bid No
 Piggy-backable No
 Pre-Bid Meeting Information
 Pre-Bid Meeting No
 Online Q&A
 Online Q&A Yes Q&A Cutoff Date December 23, 2015 5:00 PM (Pacific)
 Contact Information
 Contact Info Craig Johnsen- 503-415-6354
 Craig.Johnsen@portofportland.com
 Bids to Manager, Contracts & Procurement
 Owner's Agent
 Description
 Scope of Services The Port of Portland (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 (Participating Public Agencies) is soliciting proposals from qualified suppliers to enter into a Master



Margaret Colony, Onvia

Account Manager: [Onvia Client Success](#) (800) 531-6860
[[Help & Support](#)]

Agreement for a complete line of emergency and specialty vehicles, equipment and accessories, and any related equipment, supplies and services.

Other Details One or more Master Agreements may be awarded to fulfill public agencies' needs in the following four categories: (A) Ambulance and Emergency Vehicles, Equipment and Accessories; (B) Fire Apparatus Vehicles, Equipment and Accessories; (C) Specialty Vehicles, Equipment and Accessories, and; (D) Related Supplies and Services. Public agencies shall have the benefit of access to the Master Agreement(s) through the U.S. Communities Government Purchasing Alliance (U.S. Communities).

Notes

Local Programs & Policies

Special Notices

Project Documents:

- [20151117153109532015-6901_RFP_...](#) Bid/Proposal Form
- [20151117140441963Schedule1_4BS...](#) Bid/Proposal Form

Products and Services:

Primary: Fasteners, Vehicle maintenance, Plumbing trades, Carpentry trades, Professional lighting services, Professional electrical services, Professional carpentry services

Also Contains: Engines, Electrical trades, Professional structural metal services, Rough carpentry, Lighting trades, Professional plumbing services, Radio equipment, Electrical maintenance, Aircraft, Operations and maintenance services, Emergency warning lighting equipment, Ladders, Ships

Structure Types:

Roofs

Categories:

Ambulances
Fire Protection and Rescue Vehicles
Specialty Vehicle Parts
Vehicles - Vehicle Maintenance / Fleet Operation

Contract Details

Contract Term: 3 years

Agency Contact

Buyer: [Craig Johnsen](#)
Buyer Job Title: Manager
Buyer Department: Contracts & Procurement
Buyer Address: PO Box 3529
Portland, Oregon 97208
Buyer Email: craig.johnsen@portofportland.com
Buyer Phone: p: (503) 415-6354
Buyer Fax: f: (763) 420-6056
Agency: [Port of Portland](#)
Owner Address: 7200 N.E. Airport Way
Portland, Oregon 97218
Owner Phone: p: (503) 415-6000
Owner Website: <http://www.portofportland.com>



Margaret Colony, Onvia

Account Manager: [Onvia Client Success](#) (800) 531-6860
[\[Help & Support \]](#)

Most Recent Awards: Port of Portland

AWARD TITLE: PDX POST-SECURITY CONC...	AWARD TITLE: VEHICLE REPAIR SERVICE...	AWARD TITLE: DISCHARGE FLOW METER, ...
VENDOR: JOHNSON CONTROLS, INC.	VENDOR: COURTESY FORD	VENDOR: HAGTER SYSTEM INC
AWARD DATE: 04/17/15	AWARD DATE: 03/14/15	AWARD DATE: 01/20/15
AWARD VALUE: \$208,986	AWARD VALUE: N/A	AWARD VALUE: \$62,645

[See more awards...](#)

[< Back](#)

Emergency and Specialty Vehicles, Equipment and Accessories and any Related Equipment and Services

Disclaimer

Header

Reference Number	350229
Solicitation Number	2015-6091
Organization Name	U.S. Communities
Source ID	PU.MU.USA.457357.C50448
Associated Components	Yes

Dates

Published	
Revised	
Closing	2016-01-08 03:00 PM Pacific Standard Time PST

Details

Category	Fire Fighting, Security and Safety Equipment
GSINS	
Region of Delivery	Canada
Region of Opportunity	Canada
Agreement Type	None
Tender Type	Request for Proposal (RFP)
Estimated Value	\$100,000,001 >
Solicitation Method	Open

Notice Description

Emergency and Specialty Vehicles, Equipment and Accessories and any Related Equipment and Services

Port of Portland, OR (the "Lead Public Agency"), on behalf of U.S. Communities Government Purchasing Alliance, the members of the advisory board and all local and state government agencies, higher education and nonprofit entities that elect to access the Master Agreement is soliciting proposals to enter into a Master Agreement for Emergency and Specialty Vehicles, Equipment and Accessories and any Related Equipment, Supplies and Services. The resulting contract may be awarded to multiple suppliers. The RFP is subject to the Lead Public Agency's General Conditions & Instructions to Bidders. Proposals are due no later than 3:00 PM local time on January 8, 2016. Additional information may be found at: www.planetbids.com.

Contact(s)

Contracting Authority

Name	Mary Pelfrey
Address	2999 Oak Road Suite 710
City	Walnut Creek
State / Province	CA
Country	United States
Postal Code	94597
Phone	704-564-0320
Fax	803-547-5361
Email	mpelfrey@uscommunities.org
Website URL	http://www.uscommunities.org

< Back

Note: Web site links will be displayed when available. If you click a web site link, you will be connected to another web site. Your MERX session will timeout after 20 minutes of inactivity. Should this occur, please return to the MERX home page and log in to MERX again.

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AFFIDAVIT OF PUBLICATION



DJC

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

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

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

EMERGENCY AND SPECIALTY VEHICLES

US Communities Government Purchasing Alliance; Bid Location Portland, OR, Multnomah County; Due 01/08/2016 at 03:00 PM

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 7 time(s) in the following issues:

11/23/2015
12/4/2015

11/25/2015
12/7/2015

11/27/2015
12/9/2015

12/2/2015

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE 9th DAY OF December, 2015

Michelle Ropp

Notary Public-State of Oregon



**U.S. COMMUNITIES
GOVERNMENT PURCHASING
ALLIANCE
EMERGENCY AND SPECIALTY
VEHICLES**

Proposals due 3:00pm,
January 8, 2016
**REQUEST FOR PROPOSALS
RFP 2015-6091**

Port of Portland, OR (the "Lead Public Agency"), on behalf of U.S. Communities Government Purchasing Alliance, the members of the advisory board and all local and state government agencies, higher education and nonprofit entities that elect to access the Master Agreement is soliciting proposals to enter into a Master Agreement for Emergency and Specialty Vehicles, Equipment and Accessories and any Related Equipment, Supplies and Services. The resulting contract may be awarded to multiple suppliers. The RFP is subject to the Lead Public Agency's General Conditions & Instructions to Bidders. Proposals are due no later than 3:00 PM local time on January 8, 2016. Additional information may be found at: www.portofportland.com.
Published Nov. 23, 25, 27; Dec. 2, 4, 7 & 9, 2015.

10922212

Mary Pelfrey
U.S. Communities
5929 Copperleaf Commons Ct
Charlotte, NC 28277-2058

Order No.: 10922212
Client Reference No: 2015-6091

AFFIDAVIT OF PUBLICATION

IN THE MATTER OF
RFP 2015-6091 for Emergency and Specialty Vehicles

STATE OF HAWAII
}
} SS.
City and County of Honolulu }

Doc. Date: NOV 30 2015 # Pages: 1
Notary Name: Patricia K. Reese First Judicial Circuit
Doc. Description: Affidavit of Publication
Notary Signature: [Signature] Date: NOV 30 2015
Notary Public Seal: PATRICIA K. REESE, NOTARY PUBLIC, Comm. No. 86-467, STATE OF HAWAII

RFP 2015-6091 for Emergency and Specialty Vehicles
Port of Portland, OR (the "Lead Public Agency"), on behalf of U.S. Communities Government Purchasing Alliance, the members of the advisory board and all local and state government agencies, higher education and nonprofit entities that elect to access the Master Agreement is soliciting proposals to enter into a Master Agreement for Emergency and Specialty Vehicles, Equipment and Accessories and any Related Equipment, Supplies and Services.

Lisa Kaukani being duly sworn, deposes and says that she is a clerk, duly authorized to execute this affidavit of Oahu Publications, Inc. publisher of The Honolulu Star-Advertiser, MidWeek, The Garden Island, West Hawaii Today, and Hawaii Tribune-Herald, that said newspapers are newspapers of general circulation in the State of Hawaii, and that the attached notice is true notice as was published in the aforementioned newspapers as follows:

- Honolulu Star-Advertiser 0 times on:
MidWeek 0 times on:
The Garden Island 0 times on:
Hawaii Tribune-Herald 7 times on:
11/24, 11/25, 11/26, 11/27, 11/28, 11/29, 11/30/2015
West Hawaii Today 0 times on:

Other Publications: 0 times on:

And that affiant is not a party to or in any way interested in the above entitled matter.

[Signature]
Lisa Kaukani

Subscribed to and sworn before me this 30th day of November A.D. 2015

[Signature]
Patricia K. Reese, Notary Public of the First Judicial Circuit, State of Hawaii

My commission expires: Oct 07, 2018

Ad # 0000819668



SP.NO.: _____ L.N. _____



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GOVERNMENT PURCHASING ALLIANCE

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Emergency and Specialty Vehicles, Equipment and Accessories and any Related Equipment, Supplies and Services

Lead Agency:

Port of Portland, OR

Questions Due: December 23, 2015

Responses Due: January 8, 2016



RFP Documents:

[RFP 2015-6091](#)

Postings

Posting Information:	Date Posted:
U.S. Communities: Current Solicitations	Nov 19, 2015 – Jan 8, 2016
Onvia/DemandStar	Nov 19, 2015 – Jan 8, 2016
Port of Portland	Nov 19, 2015 – Jan 8, 2016
Canadian MERX Public Tenders	Nov 19, 2015 – Jan 8, 2016
State of Hawaii and Oregon	Nov 19, 2015 – Jan 8, 2016
Oregon Association of Counties	Nov 19, 2015 – Jan 8, 2016

Pharmacy Benefit Manager Services

Lead Agency:

Maricopa County, AZ

Pre-Proposal Conference: November 12, 2015

Responses Due: December 18, 2015



RFP Documents:

[RFP 16018](#)

Postings

Posting Information:	Date Posted:
U.S. Communities: Current Solicitations	Oct 23, 2015 – Dec 18, 2015
BidSync	Oct 23, 2015 – Dec 18, 2015
Canadian MERX Public Tenders	Oct 23, 2015 – Dec 18, 2015
State of Hawaii and Oregon	Oct 23, 2015 – Dec 18, 2015
Oregon Association of Counties	Oct 23, 2015 – Dec 18, 2015

Technology Products, Services, Solutions, and Related Products and Services

Lead Agency:

Fairfax County, VA



Pre-Proposal Conference: August 26, 2015

Responses Due: September 17, 2015

Extended to October 8, 2015

RFP Documents:

- [RFP 2000001701](#)
- [RFP 2000001701 Addendum 1](#)
- [RFP 2000001701 Addendum 2](#)
- [RFP 2000001701 Addendum 3](#)

Postings

Posting Information:	Date Posted:
U.S. Communities: Current Solicitations	Aug 12, 2015 - Sept 17, 2015
Onvia DemandStar	Aug 12, 2015 - Sept 17, 2015
Fairfax County	Aug 12, 2015 - Sept 17, 2015
Canadian MERX Public Tenders	Aug 12, 2015 - Sept 17, 2015
State of Hawaii and Oregon	Aug 12, 2015 - Sept 17, 2015
Oregon Association of Counties	Aug 12, 2015 - Sept 17, 2015

Foreign Language Interpretation, Translation Services and Related Services and Solutions

Lead Agency:

City of Chicago, IL



Pre-Proposal: December 10, 2014

Responses Due: January 15, 2015

Extended to May 18, 2015

RFP Documents:

- [Spec 125096 Part I](#)
- [Spec 125096 Part II](#)
- [Spec 125096 Part III](#)
- [Addenda 1-5](#)
- [Addendum 6](#)
- [Addendum 7](#)
- [Addendum 8](#)

Postings

Posting Information:	Date Posted:
U.S. Communities: Current Solicitations	Nov 26, 2014 - Jan 15, 2015
Onvia DemandStar	Nov 26, 2014 - Jan 15, 2015
City of Chicago	Nov 26, 2014 - Jan 15, 2015
Canadian MERX Public Tenders	Nov 26, 2014 - Jan 15, 2015
State of Hawaii and Oregon	Nov 26, 2014 - Jan 15, 2015
Oregon Association of Counties	Nov 26, 2014 - Jan 15, 2015

Innovative Solutions, Applications, Products and Services

Lead Agency:

Fairfax County, VA

RFP Documents:

- [RFP 2000001342](#)
- [RFP 2000001342 Addendum 1](#)
- [RFP 2000001342 Notice of Intent to Award](#)

Pre-Proposal Conference: Nov 10, 2014
Responses Due: Dec 3, 2014



Postings

Posting Information:	Date Posted:
U.S. Communities: Current Solicitations	Oct 24, 2014 – Dec 3, 2014
Onvia DemandStar	Oct 24, 2014 – Dec 3, 2014
Fairfax County	Oct 24, 2014 – Dec 3, 2014
Canadian MERX Public Tenders	Oct 24, 2014 – Dec 3, 2014
State of Hawaii and Oregon	Oct 24, 2014 – Dec 3, 2014
Oregon Association of Counties	Oct 24, 2014 – Dec 3, 2014

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CONTRACT NO. 128867

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on all invoices

**PORT OF PORTLAND
AMENDMENT NUMBER 4
ANNUAL SUPPLY CONTRACT
EMERGENCY AND SPECIALTY VEHICLES, EQUIPMENT AND ACCESSORIES AND ANY
RELATED EQUIPMENT, SUPPLIES AND SERVICES**

Parties:	Port of Portland	("Port")
	P.O. Box 3529	
	Portland, Oregon 97208	
	Farber Specialty Vehicles	("Provider")
	7052 Americana Parkway	
	Columbus, OH 43068	

RECITALS

- A.** The parties entered into a Contract, effective July 1, 2016, (the "Contract") under which Provider provide vehicles, equipment and accessories on as as-needed basis to s to the Port.
- B.** Amendment No. 1, executed on September 6, 2018, amended the Contract to update the vehicle models and options supplied under this Contract
- C.** Amendment No. 2, executed on May 29, 2019, amended the Contract term to May 31, 2021.
- D.** Amendment No. 3, executed on November 9, 2020, amended the Contract term to May 31, 2022.
- E.** The parties now wish to amend the Contract as follows:
 - 1.** Extend the term.

AGREEMENT

1 TERM

Section 2 of the Contract is amended to provide that the expiration date is 5/31/2023.

2 INTEGRATION

Except as expressly provided otherwise by this Contract Amendment Number 4, all provisions of the Contract, as it may have been previously amended, shall remain in effect.

3 AUTHORITY OF SIGNERS

The individuals signing below represent that they are authorized by the party for which they sign to contractually bind that party to the provisions of this Contract Amendment Number 4 .

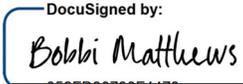
Provider:

Port:

Farber Specialty Vehicles

Port of Portland

By: 
AD43965462B34ED...

By: 
052FD30736F4479...

Print name: Steve Goodyear

Print name: Bobbi Matthews

As its: Vice President of Sales

As its: Contracts & Procurement Manager

Date signed: 12/17/2021

Date signed: 12/17/2021

Phone: 1-800-331-3188

Email: sgoodyear@farberspecialty.com

CONTRACT NO. 128867

This number must appear
on all invoices

**PORT OF PORTLAND
AMENDMENT NUMBER 5
ANNUAL SUPPLY CONTRACT
EMERGENCY AND SPECIALIST VEHICLES, EQUIPEENT AND ACCESSORIES AND ANY
RELATED EQUIPMENT, SUPPLIES AND SERVICES**

Parties:	Port of Portland	("Port")
	P.O. Box 3529	
	Portland, Oregon 97208	
	Farber Specialty Vehicles	("Provider")
	7052 Americana Parkway	
	Columbus, OH 43068	

RECITALS

- A.** The parties entered into a Contract, effective July 1, 2016, (the "Contract") under which Provider provide vehicles, equipment and accessories on as as-needed basis to s to the Port.
- B.** Amendment No. 1, executed on September 6, 2018, amended the Contract to update the vehicle models and options supplied under this Contract
- C.** Amendment No. 2, executed on May 29, 2019, amended the Contract term to May 31, 2021.
- D.** Amendment No. 3, executed on November 9, 2020, amended the Contract term to May 31, 2022.
- E.** Amendment No. 4, executed December 17, 2021, amended the Contract terms to May 31, 2022.
- F.** The parties now wish to amend the Contract to extend the term.

AGREEMENT

1 TERM

Section 2 of the Contract is amended to provide that the expiration date is 11/30/2023.

2 INTEGRATION

Except as expressly provided otherwise by this Contract Amendment Number 5, all provisions of the Contract, as it may have been previously amended, shall remain in effect.

3 AUTHORITY OF SIGNERS

The individuals signing below represent that they are authorized by the party for which they sign to contractually bind that party to the provisions of this Contract Amendment Number 5.

Provider:

Farber Specialty Vehicles

By:

DocuSigned by:
Steve Goodyear
AD13935132B34ED...

Print name: Steve Goodyear

As its: vice president of sales

Date signed: 12/13/2022

Phone: Steve Goodyear

Email: sgoodyear@farberspecialty.com

Port:

Port of Portland

By:

DocuSigned by:
Kendall Foose
DBA8380BA0134D6...

Print name: Kendall Foose

As its: Contracts & Procurement Manager(Int.)

Date signed: 12/13/2022

CONTRACT NO. 128867

This number must appear
on all invoices

**PORT OF PORTLAND
AMENDMENT NUMBER 6
ANNUAL SUPPLY CONTRACT
EMERGENCY AND SPECIALIST VEHICLES, EQUIPEENT AND ACCESSORIES AND ANY
RELATED EQUIPMENT, SUPPLIES AND SERVICES**

Parties:	Port of Portland	("Port")
	P.O. Box 3529	
	Portland, Oregon 97208	
	Farber Specialty Vehicles	("Provider")
	7052 Americana Parkway	
	Columbus, OH 43068	

RECITALS

- A.** The parties entered into a Contract, effective July 1, 2016, (the "Contract") under which Provider provide vehicles, equipment and accessories on as as-needed basis to s to the Port.
- B.** Amendment No. 1, executed on September 6, 2018, amended the Contract to update the vehicle models and options supplied under this Contract.
- C.** Amendment No. 2, executed on May 29, 2019, amended the Contract term to May 31, 2021.
- D.** Amendment No. 3, executed on November 9, 2020, amended the Contract term to May 31, 2022.
- E.** Amendment No. 4, executed December 17, 2021, amended the Contract term to May 31, 2022.
- F.** Amendment No. 5, executed December 13, 2022, amended the Contract term to November 30, 2023.
- G.** The parties now wish to amend the Contract to extend the term.

AGREEMENT

1 TERM

Section 2 of the Contract is amended to provide that the expiration date is 11/30/2024.

2 INTEGRATION

Except as expressly provided otherwise by this Contract Amendment Number 6, all provisions of the Contract, as it may have been previously amended, shall remain in effect.

3 AUTHORITY OF SIGNERS

The individuals signing below represent that they are authorized by the party for which they sign to contractually bind that party to the provisions of this Contract Amendment Number 6.

Provider:

Port:

Farber Specialty Vehicles

Port of Portland

By:

DocuSigned by:
Steve Goodyear
AD13955152B34ED...

By:

DocuSigned by:
Julia Fraser
9A774DD1778541C...

Print name:

Steve Goodyear

Print name:

Julia Fraser

As its:

Vice President of sales

As its:

Snr. Procurement Special

Date signed:

9/22/2023

Date signed:

9/22/2023

Phone:

6142063986

Email:

sgoodyear@farberspecialty.com

CONTRACT NO. 128867

This number must appear
on all invoices

**PORT OF PORTLAND
AMENDMENT NUMBER 2
ANNUAL SUPPLY CONTRACT
EMERGENCY AND SPECIALTY VEHICLES,
EQUIPMENT AND ACCESSORIES AND ANY RELATED
EQUIPMENT, SUPPLIES AND SERVICES**

Parties: Port of
Portland ("Port")

P.O. Box 3529
Portland, Oregon 97208

Farber Specialty
Vehicles ("Provider")

7052 Americana Parkway
Columbus, OH 43068

RECITALS

- A. The parties entered into a Contract effective June 1, 2016, (the "Contract") under which Provider supplies vehicles, equipment & accessories on an as-needed basis to the Port.
- B. Amendment No.1, executed on September 6, 2018, amended the Contract to update the vehicle models and options supplied under this Contract.
- C. The parties now wish to amend the Contract by extending the term.

AGREEMENT

1 TERM

Section 2 is amended to extend the Contract term to May 31, 2021.

2 INTEGRATION

Except as expressly provided otherwise by this Contract Amendment Number 2, all provisions of the Contract, as it may have been previously amended, shall remain in effect.

3 AUTHORITY OF SIGNERS

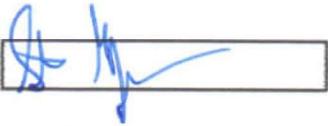
The individuals signing below represent that they are authorized by the party for which they sign to contractually bind that party to the provisions of this Contract Amendment Number 2 .

Provider:

Port:

Farber Specialty Vehicles

Port of Portland

By: 

By: 

Print name: Steve Goodyear

Print name: Christine Moody

As its: Vice President of Sales

As its: C & P Manager

Date signed: 05-16-19

Date signed: 5/29/19

Phone: 1-800-331-3188

Email: sgoodyear@farberspecialty.com



christine.moody@portofportland.com

EXECUTED

CONTRACT NUMBER **128867**
*This Number must appear
On all Invoices*

ANNUAL SUPPLY CONTRACT

TO FURNISH
EMERGENCY AND SPECIALTY VEHICLES, EQUIPMENT AND ACCESSORIES AND
ANY RELATED EQUIPMENT, SUPPLIES AND SERVICES

ON A REQUIREMENTS BASIS

PARTIES: PORT OF PORTLAND ("PORT")
P.O. BOX 3529
PORTLAND, OR 97208

FARBER SPECIALTY VEHICLES ("PROVIDER")
7052 AMERICANA PARKWAY
REYNOLDSBURG, OH 43068

1. NATURE OF CONTRACT

This Annual Supply Contract (the "**Contract**") is for Provider's supply to the Port, on an as-needed basis, of the item or items described on the attached Schedule 1 (the "**Vehicles, Equipment & Accessories**"). The Port does not guarantee any specific quantity of purchase, but shall look first to Provider for the Port's needs for the Vehicles, Equipment & Accessories. The Port reserves the right to order similar goods from other suppliers if it is in the Port's best interest to do so.

2. TERM

The term of this Contract shall be from June 1, 2016 through May 31, 2019, unless sooner terminated under the provisions of this Contract. The Port shall have two options, exercisable sequentially and unilaterally by the Port, in its sole, unrestrained discretion, to extend the term of this Contract for one additional year at a time. The Port may exercise such an option by giving Provider written notice no later than fourteen calendar days prior to the expiration date. Expiration of the term does not excuse Provider's duty to provide the Vehicles, Equipment & Accessories.

3. PROVIDER'S OBLIGATIONS

Provider's obligations under this Contract include, but are not limited to, the following:

3.1 To sell, furnish, and deliver requested Vehicles, Equipment & Accessories, f.o.b. destination, within the mutually agreed upon number of days after date of receipt of a properly authorized order placed with Provider.

3.2 To provide all Vehicles, Equipment & Accessories in accordance with the Port's specifications and any issued addenda.

3.3 To submit reports of all sales activity under this Contract, including descriptions, quantities supplied, and prices charged, in an MS Excel spreadsheet format or similar compatible format, to the Port's Manager of Contracts and Procurement upon request.

4. PAYMENT

Payment will be made within 30 days of receipt of a properly completed invoice for Vehicles, Equipment & Accessories delivered pursuant to an authorized Port order placed against this Contract. Provider shall include the Contract number on all invoices and shall submit invoices to Accounts Payable, Port of Portland, PO Box 3529, Portland, OR 97208. Invoices may also be submitted to Accounts Payable via email to portinvoices@portofportland.com.

5. RATE ADJUSTMENTS

Provider may request a rate adjustment, which the Port will consider in its sole discretion, no more frequently than once annually for the ensuing one-year period beginning on the effective date of the Contract or on an anniversary of the effective date of the Contract ("**Contract Year**") to reflect actual increases in Provider's cost to perform under this Contract. Provider must submit a written request with backup documentation establishing the actual increases in cost. Any such request 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 following Contract Year. 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.

6. PROVIDER IS INDEPENDENT PROVIDER

Provider is an independent Provider for all purposes and shall be entitled to no compensation other than the compensation expressly provided by this Contract. 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 provision of the Vehicles, Equipment & Accessories, including but not limited to income, social security, worker's compensation, and employment insurance taxes.

7. ASSIGNMENTS AND SUBCONTRACTS

Provider may not assign or transfer any interest or obligation under this Contract without the Port's prior written consent. Provider may not subcontract any part of the work required under this Contract without the Port's prior written consent. Any assignment, transfer, or subcontract attempted in violation of this section shall be void.

8. RECORDS

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

9. DUTY TO INFORM

Provider shall give prompt written notice to the Port if, at any time during the performance of this Contract, Provider becomes aware of actual or potential problems, faults, or defects in the Vehicles, Equipment & Accessories, any nonconformance with the Contract, or with any federal, state, or local law, rule, or regulation, or 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 in Provider's statement or claim, and shall not constitute a waiver of any of the Port's rights.

10. WARRANTY; WARRANTY DISCLAIMER

10.1 Warranty

Provider warrants to the Port that: (a) the Vehicles, Equipment & Accessories will conform to the Contract specifications (including any issued addenda) and be free from material defects; and (b) Provider has good title to the Vehicles, Equipment & Accessories, and that Provider conveys the Vehicles, Equipment & Accessories to the Port free from any restriction or condition, and free from any encumbrance, including but not limited to any security interest or lien. Provider will defend title to the Vehicles, Equipment & Accessories against the rightful claim of any person.

10.2 Warranty Disclaimer

Except for the express warranties in this Contract, Contractor expressly disclaims all warranties with respect to the Vehicles, Equipment & Accessories, express and implied, including but not limited to any warranties that may have arisen from course of dealing or usage of trade.

11. INDEMNIFICATION AND INSURANCE

11.1 Indemnification

Provider shall indemnify, defend, reimburse, and hold harmless the Port and the Port's commissioners, officers, employees, and agents for, from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including without limitation reasonable attorney fees, accountant fees, paralegal fees, expert witness fees, escrow fees, fines, environmental costs, and penalties resulting from, arising out of, or in any way connected with the acts or omissions of Provider or Provider's partners, directors, officers, employees, subProviders, invitees, or agents under this Contract.

11.2 Damage to Port Property

Provider shall fully compensate the Port for harm to the Port's real or personal property caused by the acts or omissions, negligent or not, of Provider or Provider's partners, directors, officers, employees, subProviders, invitees, or agents under this Contract.

11.3 Liability Insurance

Provider shall maintain occurrence form commercial general liability and automobile liability insurance for the protection of Provider, the Port, its commissioners, employees, and agents. Coverage shall include personal injury, bodily injury, including death, and broad form property damage, including loss of use of property, occurring in the course of or in any way related to Provider's operations, in an amount not less than \$1,000,000 combined single limit per occurrence.

11.4 Certificates

11.4.1 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; and (ii) a copy of the endorsement or policy provision providing additional insured status under the commercial general liability policy.

11.4.2 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).

11.5 Workers' Compensation Coverage

Provider certifies that Provider has qualified for State of Oregon Workers' Compensation coverage for all Provider's employees who are subject to Oregon's Workers' Compensation statute, either as a carrier-insured employer as provided by ORS 656.407 or as a self-insured employer.

11.6 Additional Insureds

All liability insurance policies required under this Contract shall name the Port, its Commissioners, employees, and agents as additional insureds.

12. BREACH OF CONTRACT

12.1 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, the Port may exercise one or more of the following remedies:

12.1.1 Substitute Services

The Port may terminate that part of this Contract affected by the breach upon written notice to Provider, may obtain substitute services or Vehicles, Equipment & Accessories in a reasonable manner, and may recover from Provider the amount by which the price for those substitute services or Vehicles, Equipment & Accessories exceeds the price for the terminated services or Vehicles, Equipment & Accessories.

12.1.2 Suspension of Services

Pending a decision to terminate all or part of this Contract under this Section, the Port may unilaterally order Provider to suspend all or part of the services or Vehicles, Equipment & Accessories. If the Port terminates all or part of this Contract after such a suspension, Provider will be entitled to compensation only for services rendered or Vehicles, Equipment & Accessories delivered prior to the date of termination but not for any services rendered or Vehicles, Equipment & Accessories delivered after the Port-ordered suspension date. If the Port

suspends certain services or material deliveries and later orders Provider to resume those services or material deliveries, Provider will be entitled to reasonable damages actually incurred, if any, as a result of the suspension.

12.1.3 Default

If the breach is material, the Port may declare Provider in default, and the Port may pursue any remedy available for a default.

12.2 Recovery of Amounts Due for Breach

To recover any amounts Provider owes to the Port due to Provider's material or non-material 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.

12.3 Contractual Remedies Not Exclusive

The Port will have all remedies available to the Port under this Contract, at law, and in equity, including reasonable attorneys' fees and costs incurred in any action to enforce the Port's rights under this Contract. All available remedies are cumulative and may be exercised singularly or concurrently.

13. 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, Provider shall be entitled to compensation for all Vehicles, Equipment & Accessories delivered to and accepted by the Port prior to Provider's actual notice of the termination or the receipt of the written notice of termination, whichever is earlier, plus Provider's reasonable costs actually incurred in closing out the Contract.

14. STATUTORILY REQUIRED PROVISIONS

14.1 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 delivery of the Vehicles, Equipment & Accessories provided for in this Contract. [Required by ORS 279B.220 (1)]

14.2 Overtime

As a condition of this Contract, Provider shall pay employees for overtime work performed under this Contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. 201 et seq.) [Required by ORS 279B.235 (6)(c)]

14.3 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 Provider's subProvider incurred in the performance of this Contract. [Required by ORS 279B.220 (2)]

14.4 Income Tax Withholding

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

14.5 Workers' Compensation

As a condition of this Contract, 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)]

14.6 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)]

14.7 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, any county, any school district, any municipality, any municipal corporation, or any subdivision thereof, on account of any labor or material furnished pursuant to this Contract. [Required by ORS 279B.220 (3)]

15. MISCELLANEOUS PROVISIONS

15.1 Time of Essence

Time is of the essence with respect to all dates and time periods in this Contract.

15.2 Contingencies

Neither party will be responsible for failure to perform the party's obligations under this Contract due to contingencies beyond the party's reasonable control, including but not limited to earthquakes, floods, tornadoes, and other acts of Nature, fires, epidemics, wars, riots, revolutions, acts of civil or military authorities, sabotage, or nuclear incidents. If any obligation of a party will be delayed by a contingency, the party will promptly notify the other party. Each party will use commercially reasonable efforts to remove the contingency as soon as practicable.

15.3 Law of Oregon; Venue

ORS 15.320 provides that Oregon law applies to this Contract. The parties also agree that Oregon law applies to this Contract, even if ORS 15.320 is determined to be inapplicable or invalid. Venue shall be in Multnomah County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Multnomah County, Oregon.

15.4 Successors and Assigns

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

15.5 Provider Identification

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.

15.6 No Waiver of Legal Rights

A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.

15.7 Modification

Except as provided in Section 2, this Contract may be modified only by a writing signed by both parties. No oral modification shall be effective.

15.8 Attorney Fees

The prevailing party on a claim shall be entitled to reasonable attorney fees with respect to the claim at trial and on appeal in an action brought with respect to this Contract.

15.9 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 purchasing public contracting agencies are entirely independent of and have no effect upon this Contract.

15.10 Integration

This Contract contains the entire agreement between the parties regarding the subject matter of this Contract and supersedes all prior written or oral discussions or agreements regarding the subject matter of this Contract.

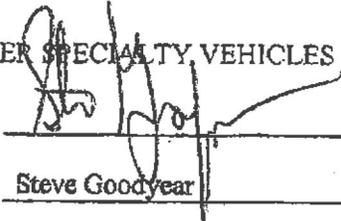
15.11 Attachments

Any exhibits, schedules, and other attachments referenced in this Contract are part of this Contract.

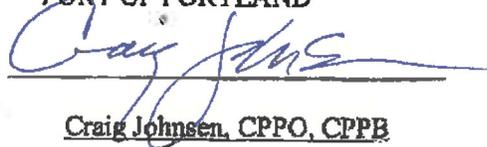
15.12 Authority of Signers

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

FARBER SPECIALTY VEHICLES

By: 
Name: Steve Goodyear
Title: Vice President of Sales
Date: 4-1-16
Telephone: 1.800.331.³¹⁸⁸~~388~~
Email: sgoodyear@farberspecialty.com

PORT OF PORTLAND

By: 
Name: Craig Johnson, CPPO, CPPB
Title: Manager, Contracts & Procurement
Date: 4-7-2016

To access pricing information, please use your login at www.uscommunities.org.

CONTRACT NO. 128867

This number must appear
on all invoices

**PORT OF PORTLAND
AMENDMENT NUMBER 3
ANNUAL SUPPLY CONTRACT
EMERGENCY AND SPECIALTY VEHICLES, EQUIPMENT AND ACCESSORIES AND ANY
RELATED EQUIPMENT, SUPPLIES AND SERVICES**

Parties:	Port of Portland	("Port")
	P.O. Box 3529	
	Portland, Oregon 97208	
	Farber Specialty Vehicles	("Provider")
	7052 Americana Parkway	
	Columbus, OH 43068	

RECITALS

- A.** The parties entered into a Contract, effective July 1, 2016, (the "Contract") under which Provider provide vehicles, equipment and accessories on as as-needed basis to s to the Port.
- B.** Amendment No. 1, executed on September 6, 2018, amended the Contract to update the vehicle models and options supplied under this Contract
- C.** Amendment No. 2, executed on May 29, 2019, amended the Contract term to May 31, 2021.
- D.** The parties now wish to amend the Contract as follows:
 - 1.** Extend the term

AGREEMENT

1 TERM

Section 2 of the Contract is amended to provide that the expiration date is 5/31/2022, per Exemption number 2020-9133.

2 INTEGRATION

Except as expressly provided otherwise by this Contract Amendment Number 3, all provisions of the Contract, as it may have been previously amended, shall remain in effect.

3 AUTHORITY OF SIGNERS

The individuals signing below represent that they are authorized by the party for which they sign to contractually bind that party to the provisions of this Contract Amendment Number 3 .

Provider:

Port:

Farber Specialty Vehicles

Port of Portland

By: 
AD13955152B34ED...

By: 
9D6CFD3972E04AA...

Print name: Steve Goodyear

Print name: Timolin Abrom

As its: Vice President of Sales

As its: Contracts & Procurement Manager

Date signed: 11/9/2020

Date signed: 11/9/2020

Phone: 1-800-331-3188

Email: sgoodyear@farberspecialty.com

SCHEDULE 1a1
Vehicles, Equipment & Accessories

The Vehicles, Equipment & Accessories listed on the following pages shall be provided at the unit prices listed effective August 18, 2018. Price changes may be considered in accordance with Section 5 of this Contract but only in the same proportion that changes have occurred in the manufacturer's latest published price list(s), discount schedules, or other positive means of identification. Similar items purchased but not listed below shall be supplied at a minimum 6% discount from the manufacturer's published list price.

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Request For Proposal Due Diligence for Arizona Schools

Cooperative: U.S. Communities Government Purchasing Alliance

Contract No. : Contract #128867

Vendor(s) Name: Farber Specialty Vehicles

Question	Compliance
For this contracts test that were made through competitive sealed proposals, did the cooperative:	
1) Determine, with the specific reason(s) in writing that the use of competitive sealed bids was either not practicable or advantageous to the cooperative's members for specified types of materials or services (R7-2-1041)?	See Section 3.2.1 on Page 7 of the Request For Proposals ("RFP") (Attachment A). In the evaluation of proposals other factors besides price were considered.
2) Determine, with the specific reason(s) in writing that the use of competitive sealed bids was either not practicable or advantageous to the cooperative's members because it was necessary to:	
(a) Use a contract other than a fixed-price type	N/A. This is a fixed-price contract.
(b) Conduct oral or written discussions with offerors concerning technical and price aspects of their proposals	See Section 4.3 on Page 9 of the RFP.
(c) Afford offerors an opportunity to revise their proposals	See Section 4.4 on Page 10 of the RFP. The Port may request "best and final offers".
(d) Compare the different price, quality, and contractual factors of the proposals submitted	See Section 3.2.1 on Page 7 of the RFP.
(e) Award a contract in which price was not the determining factor	See Section 3.2.1 on Page 7 of the RFP.
3) Maintain documentation that supported the basis for the determinations in (1) and (2) above?	See scoring summary, Attachment C.
4) Include all applicable factors in the request for proposals required by R7-2-1024(B) and R7-2-1042(A), including	
(a) The type of services required and a description of the work involved, including the estimated volume of purchases for the cooperative's members	For Products and Services, see Schedule 1.4A of the RFP. For estimated volume, see Page 12 of the RFP.
(b) Delivery and performance schedule	See Schedule 1.4A of the RFP.
(c) Inspection and acceptance requirements	See Schedule 1.4A number 11.
(d) The type of contract to be used	This is an RFP.
(e) Contract terms and conditions	Provided throughout the RFP.
(f) The estimated duration that services will be required	See Section 1.1 on Page 1 of the RFP.
(g) That cost or pricing data is required	See Schedule 3.2.1.5 of the RFP.
(h) That offerors may designate portions of the proposals as proprietary	See Schedule 2.4.3.2 of the RFP.
(i) That discussions may be conducted	See Section 4.3 on Page 9 of the RFP. The Port may enter into negotiations with the offeror.
(j) The minimum information that the proposal shall contain	See Schedule 3.3 of the RFP.
(k) The closing date and time of proposal receipt	See Section 1.2 on Page 1 of the RFP.
(l) Address where proposals are to be sent	See Section 2.5 on page 4 of the RFP.
(m) Time and date of proposal opening	See Section 1.2 on Page 1 of the RFP.

(n) Notice that all proposals will be available for public inspection after contract award	See Section 2.4 on Page 2 of the RFP.
(o) The relative importance of price and other evaluation factors	See Section 3.2.1 on Page 7 of the RFP.
(p) Bonding and warranty requirements	See Schedule 1.1, number 10 and see Schedule 1.4A, number 14.
(q) The name of the cooperative representative	See Page 1 of the RFP – U.S. Communities.
(r) The special requirements if procuring information or telecommunications systems, or earth moving, material-handling, road maintenance, or construction equipment	N/A
5. Give adequate notice of the request for proposals as required by R7-2-1042	See Posting Documents (Attachment E)
6. Compile and maintain a list of prospective bidders in accordance with R7-2-1023?	See Prospective Bidder List (Attachment B)
7. Issue the request for proposals at least 14 days before the closing date and time for receipt of proposals unless a shorter time was determined necessary [R7-2-1042(B)]?	See Section 1.2 on Page 1 of the RFP.
8. Stamp sealed proposals with the time and date upon receipt and store proposals unopened until the closing date and time for receipt of proposals R7-2-1045?	See Letter from Lead Public Agency (Attachment D)
9. Award the contract to the offeror whose proposal was determined in writing to be most advantageous to the cooperative's members based on the factors set forth in the request for proposals and in accordance with the other provisions of R7-2-1050?	See scoring summary, Attachment C.
10. Maintain documentation that supported the basis for that determination?	See scoring summary, Attachment C.
11. If a multiple award ¹ was made, determine, with the specific reason(s) in writing, that a single award was not advantageous to the cooperative's members?	N/A.
12. Maintain the documentation that supported the basis for a multiple award?	Single Award.
13. Limit contract awards to the least number of suppliers necessary to meet the requirements of the members?	Single Award.
14. For contracts where only one responsive proposal was received, determine that the price submitted was fair and reasonable, and that either other prospective bidders had reasonable opportunity to respond or there was not adequate time for resolicitation?	N/A – Multiple vendors responded to the proposal.
15. Maintain documentation that supported the basis for that determination?	N/A
16. If the cooperative used construction-manager-at-risk, design-build, or job-order-contracting to procure construction services, did the cooperative comply with the requirements of Title 41, Chapter 23 [until the Arizona State Board of Education (ASBE) adopts rules for these procurements, after which the cooperative should comply with those rules]?	N/A
17. If the cooperative used qualified select bidders list to procure construction services, did the cooperative receive approval from the School Facilities Board (until ASBE adopts rules for the use of a list, after which the cooperative should comply with those rules)?	N/A

18. If the cooperative procured goods and information services using electronic, on-line bidding, did the cooperative comply with the requirements of Title 41, Chapter 23, Article 13 and the rules adopted by the Department of Administration in implementing that article (until the ASBE adopts rules for these procurements, after which the cooperative should comply with those rules)?	N/A
19. For purchases made through the Simplified School Construction Procurement Program (R7-2-1033), did the cooperative:	
1) Ensure that construction costs did not exceed the maximum amount specified in A.R.S. §15-213(A)(2)?	N/A
2) Submit solicitations to bid and all other information related to the project to all vendors included in a list maintained by the CSS?	N/A
3) Open the bids at a public opening?	N/A
4) Keep the bids confidential until the public opening?	N/A
5) Encourage competition to the maximum extent possible?	N/A
20. Did the cooperative prevent additional purchases by new members that would materially change the volume of goods or services estimated in the original invitation for bids/request for proposals?	No

Because of considerations on these pages, it is in the best interest of the District and beneficial to use a cooperative contract rather than issuing one with our staff. All relevant factors above were taken into consideration in order to make this decision. It was determined that the contract is in substantial compliance and approval to use is recommended.

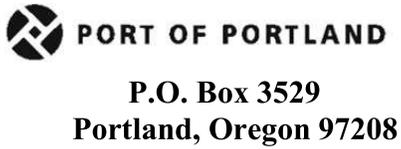
Signature of District Employee

Buyer

Signature of District Employee

Director of Purchasing

Attachment A: Request for Proposal



REQUEST FOR PROPOSALS

**EMERGENCY AND SPECIALTY VEHICLES, EQUIPMENT
AND ACCESSORIES AND ANY RELATED EQUIPMENT,
SUPPLIES AND SERVICES**

SOLICITATION NUMBER 2015-6901

November 19, 2015

Single Point of Contact (SPC): Craig Johnsen (See Section 1.3)
Phone: (503) 415-6354
E-mail: craig.johnsen@portofportland.com

PROPOSALS DUE: NOT LATER THAN 3:00 pm, January 8, 2016
LATE PROPOSALS MAY NOT BE ACCEPTED

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

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SCHEDULES

- 1.1 Sample Port of Portland Contract
- 1.4 A General Scope of Services
- 1.4 B Sample Specifications for Evaluation Purposes (Provided separately from this document)
- 2.4.3.2 Certification of Trade Secret
- 3.2.1 Proposal Form
- 3.2.1.5 A Price Sheet
- 3.2.1.5 B Sample Specification Pricing
- 3.3 Checklist of Required Submittals

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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 government agencies and nonprofit organizations (herein “Participating Public Agencies”) is soliciting proposals from potential experienced firms and individuals (the “Provider or Providers”) capable of providing services to the Port to enter into a Master Agreement for a complete line of EMERGENCY AND SPECIALTY VEHICLES, EQUIPMENT AND ACCESSORIES AND ANY RELATED EQUIPMENT, SUPPLIES AND SERVICES (herein “Products and 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 of Portland Annual Supply Contract is attached as Schedule 1.1.

1.2 RFP Schedule

1.2.1 Deadlines

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

- | | | |
|---|-------------------|---|
| • | November 19, 2015 | Issuance of RFP to prospective Providers |
| • | December 23, 2015 | Questions and answers (Q&A) period ends |
| • | January 8, 2016 | 3 p.m. deadline for receipt of proposals |
| • | February 10, 2016 | Presentations, demonstrations or interviews (if required) |
| • | February 19, 2016 | Selection of apparent successful Provider announced |
| • | February 26, 2016 | Award protest period ends |
| • | March 14, 2016 | Contract begins (approx.) |

1.3 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.

1.4 Scope of Services

See Schedule 1.4 A for the General Scope of Services and Schedule 1.4 B for Sample Specifications for evaluation purposes.

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, 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 Port of Portland 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

2.3 Changes to RFP

2.3.1.1 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.

2.3.1.2 Prospective Providers may request or suggest any change to the RFP by submitting a written request, at www.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 1.2.1.

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

2.3.2 Amend or Withdraw Proposal

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

2.4 Public Disclosure of Proposals

2.4.1 General Rules

2.4.1.1 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.

2.4.1.2 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).

2.4.2 Exemptions from Disclosure

2.4.2.1 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.

2.4.2.2 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 2.4.3.2 below and remains subject to disclosure as described in Section 2.4.4 below.

2.4.2.3 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.

2.4.3 Properly Marking Information Believed to be Exempt

2.4.3.1 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 2.4.4 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.

2.4.3.2 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 2.4.3.1 above the Provider must complete and submit with its proposal an Certification of Trade Secret in the form attached as Schedule 2.4.3.2.

2.4.4 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.

2.5 Submission of Proposals

2.5.1 Requirements

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

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

- 2.5.1.1** If applicable pursuant to Section 2.4.2 above, include one duplicate, redacted copy of the complete proposal on the USB Thumb drives, as provided in such subsection;
- 2.5.1.2** If applicable pursuant to Section 2.4.3.2 above, include one completed Certification of Trade Secret form, as provided in such subsection;
- 2.5.1.3** Be submitted in a sealed envelope or heavy-duty carton that is plainly marked with Solicitation Number 2015-6901 and “Proposal to Provide EMERGENCY AND SPECIALTY VEHICLES, EQUIPMENT AND ACCESSORIES AND ANY RELATED EQUIPMENT, SUPPLIES AND SERVICES”, and that bears the Provider’s name and address; and
- 2.5.1.4** 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) prior to the deadline for submitting proposals. The Port, at its option, may decline to consider late submissions.

2.5.2 Proposal Submission Method

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

2.5.3 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.

2.6 Protests

2.6.1 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 B) 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.

2.6.2 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.

2.6.3 Timeliness

2.6.3.1 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.

2.6.3.2 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.

2.6.3.3 Untimely Protests

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

2.6.4 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).

2.6.5 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.

2.6.6 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.

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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.

Part II – Required Submissions and Evaluation Criteria

In addition to the required Section 2.5.1 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.

3.2.1.1 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. Provider shall also indicate the category or categories it is responding to from Schedule 1.4 A, General Scope of Services.
- (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.

3.2.1.2 Proposal – Weight [25]

- (a) The Provider shall provide a statement of all the Products and Services proposed, including conclusions and generalized recommendations. Proposals should be all-inclusive, detailing Provider’s best offer.
- (b) Provide a detailed response to requirements in Schedule 1.4 A, General Scope of Services.
- (c) State where and how the proposal deviates from the general requirements of the RFP.

3.2.1.3 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 selection of product through delivery and training, 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 timeline for implementation and highlight any other requirements that are noted in the detailed proposed plan. Include an example of an organization 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.

3.2.1.4 National Supplier Qualifications – Weight [20]

- (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 Consideration in Section 5.12.
- (c) Complete Supplier Information Section 5.14.

3.2.1.5 Cost/Fees – Weight [35]

- (a) Provider must complete and attach Schedule 3.2.1.5 A Price Sheet.
- (b) Provider must complete and attach Schedule 3.2.1.5 B Sample Specification Pricing. Schedule 3.2.1.5 B will be used for evaluation purposes. Pricing must be reflective of, and based on the pricing structure submitted on Schedule 3.2.1.5 A.

3.2.1.6 U.S. Communities Administration Agreement, signed unaltered.

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 of Portland 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 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.

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. Comprised of staff from the Port of Portland 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) (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 San Antonio, TX	Ocean City, NJ
City of Seattle, WA	Onondaga County, NY
Cobb County, GA	Port of Portland, OR
Denver Public Schools, CO	Prince William County Schools, VA
Emory University, GA	Salem-Keizer School District, OR
Fairfax County, VA	San Diego Unified School District, CA
Fresno Unified School District, CA	State of Iowa
Great Valley School District, PA	The School District of Collier County, FL
Harford County Public Schools, MD	

5.4 Participating Public Agencies

Today more than 55,000 public agencies utilize U.S. Communities contracts and suppliers to procure over \$1.8 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 of Portland 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 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 of Portland 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 2014 purchased more than \$168 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 2012, 2013 and 2014 in the United States; Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2012, 2013, AND 2014			
Segment	2012 Sales	2013 Sales	2014 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 2012, 2013 and 2014 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 2012, 2013, AND 2014			
Segment	2012 Sales	2013 Sales	2014 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 a list with contact information of your company's ten largest public agency customers.

Distribution

1. Describe how your company proposes to distribute the Products and Services nationwide.
2. Identify all other companies that will be involved in processing, handling or shipping the Product to the end user.
3. State the effectiveness of the proposed distribution in providing the lowest cost to the end user.
4. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
5. Provide the number and location of support centers (if applicable).
6. Describe your company's customer service department staffing levels, hours of operation and other relevant details.
7. 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 Products to state and local government agencies nationwide.
2. Explain how your company will educate its national sales force about the Master Agreement.
3. Explain how your company will market and transition the Master Agreement into the 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 Offeror's proposed staff distribution to implement and manage this contract throughout the term of the contract. At a minimum, this plan should include the following:
 - a. Identify the key personnel who will lead and support the implementation period of the contract outlined in Section 5.13, 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.

Products, Services and Solutions

1. Provide a description of the Products, Services and Solutions to be provided by the major product category set forth in Schedule 1.4A of the RFP. The primary objective is for each Supplier to provide its complete product, service and solutions offerings so that Participating Public Agencies may order a range of product as appropriate for their needs.
2. Provide a description of any Related Products, Services and Solutions offered by Supplier. Include any associated costs in Schedule 3.2.1.5 A.
3. State your normal delivery time (in days) and any options for expediting delivery.
4. State restocking fees and procedures for returning products, if applicable.
5. Describe any special programs that your company offers that will improve customers' ability to access Products, on-time delivery or other innovative strategies.
6. Describe the capacity of your company to broaden the scope of the contract and keep the product offerings current and ensure that latest products, standards and technology for Emergency and Specialty Vehicles, Equipment and Accessories and any Related Supplies and Services.

Quality

1. Describe your company's customer support capabilities. Include information on whether any functions of customer support are in-house, outsourced or subcontracted.
2. Describe your company's quality control processes.
3. Describe your problem escalation process.
4. How are customer complaints measured and categorized? What processes are in place to know that a problem has been resolved?

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:
 - 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?

Additional Information

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

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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 U.S. Communities' Representations and Covenants.

(a) Marketing. U.S. Communities shall proactively market the Master Agreement to Public Agencies using resources such as a network of major sponsors including the National League of Cities (NLC), National Association of Counties (NACo), United States Conference of Mayors (USCM),

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

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,

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 of Portland 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/ENVIRONAFFAIR	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 PUBLICWORKS	Water	123 A St.	GROTON	CT	06340	20	2012	2	5	318.00
066001854	160	328NA0001051	GROTON CITY OF	Administration	123 A St.	GROTON	CT	06340	20	2012	2	5	212.00
SALES REPORT DATA FORMAT													
Column Name	Required	Data Type	Length	Example	Comment								
TIN	Optional	Text	9	956000735	No Dash, Do not omit leading zero.								
Supplier ID	Yes	Number	3	111	See Supplier ID Table Below								
Account No.	Optional	Text	25 max		Depends on supplier account no.								
Agency Name	Yes	Text	255 max		Los Angeles County								
Dept Name	Optional	Text	255 max		Purchasing Dept								
Address	Yes	Text	255 max										
City	Yes	Text	255 max	Los Angeles	Must be a valid City name								
State	Yes	Text	2	CA									
Zip	Yes	Text	5	90071	No Dash, Do not omit leading zero, Valid zip code								
Agency Type	Yes	Number	2	30	See Agency Type Table Below								
Year	Yes	Number	4	2010									
Qtr	Yes	Number	1	4									
Month	Yes	Number	2	12									
Amount	Yes	Number	variable	45090.79	Two digit decimal point, no \$ sign or commas								
Agency Type Table													
Agency Type ID	Agency Type Description												
10	K-12												
11	Community College												
12	College and University												
20	City												
21	City Special District												
22	Consolidated City/County												
30	County												
31	County Special District												
40	Federal												
41	Crown Corporations												
50	Housing Authority												
80	State Agency												
81	Independent Special District												
82	Non-Profit												
84	Other												

5.16 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	Holualoa
Account Type: HI Counties, Cities, Colleges	Honaunau
	Honokaa
Hawaii County	Honolulu
Honolulu County	Honomu
Kauai County	Hoolehua
Maui County	Kaaawa
Kalawao County	Kahuku
Aiea	Kahului
Anahola	Kailua
Barbers Point N A S	Kailua Kona
Camp H M Smith	Kalaheo
Captain Cook	Kalaupapa
Eleele	Kamuela
Ewa Beach	Kaneohe
Fort Shafter	Kapaa
Haiku	Kapaau
Hakalau	Kapolei
Haleiwa	Kaumakani
Hana	Kaunakakai
Hanalei	Kawela Bay
Hanamaulu	Keaau
Hanapepe	Kealakekua
Hauula	Kealia
Hawaii National Park	Keauhou
Hawaiian Ocean View	Kekaha
Hawi	Kihei
Hickam AFB	Kilauea
Hilo	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
Paauiilo
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 (124 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 (70 records)

Lanai Community Health Center
Maui High Band Booster Club
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
ASSOSIATION 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
 AOA 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 (1,328 records)

Account Type: K-12 (230 records)

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 -1 -
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. 1-J - 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. 9-C - 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 1-3 -
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
Columbia County 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 Keizer 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'Etoiile French Immersion School
 LA GRANDE SCHOOL DISTRICT 001
 Marist Catholic High School
 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 (51 records)

GILLIAM COUNTY OREGON
 UMATILLA COUNTY, OREGON
 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
 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 (618 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
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
Oregon District 7 Little League
Mercy Flights, Inc.
The Christian Church of Hillsboro Oregon
Congregation Neveh Shalom
My Fathers House
Step Forward Activities Inc
Holy Trinity Greek Orthodox Cathedral
MECOP Inc.
Workforce Northwest Inc
Lane Arts Council
Integral 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
Merchants Exchange of Portland, Oregon
Coalition for a Livable Future
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
MOSAIC 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
JUNIOR ACHIEVEMENT
CENTRAL BIBLE CHURCH
MID COLUMBIA MEDICAL CENTER-GREAT AND
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 BRETHERN
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

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

Childswork 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 Coaliton, 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

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
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 MUSEUM2ND
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
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
 Youth Dynamics
 Ashland Art Center
 Apostolic Church of Jesus Christ
 DOUGLAS FOREST PROTECTIVE
 Oregon Lyme Disease Network
 Ecotrust
 SPECIAL MOBILITY SERVICES
 Historical Outreach Foundation
 Teras Interventions and Counseling Inc
 Salem Area Chamber of Commerce
 First Congregational Church
 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
 United Way
 Portland Oregon Visitors Association
 Southern Oregon Project Hope
 Our United Villages
 Samaritan Health Services Inc.
 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
 Oregon Rural Electric Cooperative Association

THE MILL CASINO

Account Type: College and University (33 records)

Oregon State University
 Treasure Valley Community College
 University 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 (61 records)

Clackamas River Water Providers
 eickhoff dev co inc Cornerstone
 Association Inc The Klamath
 Tribe
 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
 DOUGLAS ELECTRIC COOPERATIVE, INC.
 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

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 (49 records)

Silverton Fire District
 Lewis and Clark Rural Fire Protection District

Rainbow Water District
 Illinois Valley Fire District
 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 (154 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
 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 (33 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

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 (43 records)

Teacher Standards and Practices Commission

 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 (6 records)

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

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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

CONTRACT NUMBER

*This Number must appear
On all Invoices*

ANNUAL SUPPLY CONTRACT

TO FURNISH

EMERGENCY AND SPECIALTY VEHICLES, EQUIPMENT AND ACCESSORIES AND
ANY RELATED EQUIPMENT, SUPPLIES AND SERVICES

ON A REQUIREMENTS BASIS

PARTIES: Port of Portland ("Port")
P.O. BOX 3529
PORTLAND, OR 97208

[FIRM NAME] ("Provider")
[ADDRESS]
[ADDRESS]

1. Nature of Contract

This Annual Supply Contract (the "**Contract**") is for Provider's supply to the Port, on an as-needed basis, of the item or items described on the attached Schedule A (the "**Materials**"). The Port does not guarantee any specific quantity of purchase, but shall look first to Provider for the Port's needs for the Materials. The Port reserves the right to order similar goods from other suppliers if it is in the Port's best interest to do so.

2. Term

The term of this Contract shall be from the date this Contract is fully executed until (termination date), unless sooner terminated under the provisions of this Contract. The Port shall have two options, exercisable sequentially and unilaterally by the Port, in its sole, unrestrained discretion, to extend the term of this Contract for one additional year at a time. The Port may exercise such an option by giving Provider written notice no later than fourteen calendar days prior to the expiration date. Expiration of the term does not excuse Provider's duty to provide the Materials.

3. Provider's Obligations

Provider's obligations under this Contract include, but are not limited to, the following:

3.1 To sell, furnish, and deliver requested Materials, f.o.b. destination, within the agreed upon lead time after date of receipt of a properly authorized order placed with Provider.

3.2 To provide all Materials in accordance with the Port's specifications and any issued addenda.

3.3 To submit reports of all sales activity under this Contract, including descriptions, quantities supplied, and prices charged, in an MS Excel spreadsheet format or similar compatible format, to the Port's Manager of Contracts and Procurement upon request.

4. Payment

Payment will be made within 30 days of receipt of a properly completed invoice for Materials delivered pursuant to an authorized Port order placed against this Contract. Provider shall include the Contract number on all invoices and shall submit invoices to Accounts Payable, Port of Portland, PO Box 3529, Portland, OR 97208. Invoices may also be submitted to Accounts Payable via email to portinvoices@portofportland.com.

5. RATE ADJUSTMENTS

Provider may request a rate adjustment, which the Port will consider in its sole discretion, no more frequently than once annually for the ensuing one-year period beginning on the effective date of the Contract or on an anniversary of the effective date of the Contract ("Contract Year") to reflect actual increases in Provider's cost to perform under this Contract. Provider must submit a written request with backup documentation establishing the actual increases in cost. Any such request 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 following Contract Year. 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.

6. Provider is Independent Provider

Provider is an independent Provider for all purposes and shall be entitled to no compensation other than the compensation expressly provided by this Contract. 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 provision of the Materials, including but not limited to income, social security, worker's compensation, and employment insurance taxes.

7. Assignments and SubContracts

Provider may not assign or transfer any interest or obligation under this Contract without the Port's prior written consent. Provider may not subcontract any part of the work required under this Contract without the Port's prior written consent. Any assignment, transfer, or subcontract attempted in violation of this section shall be void.

8. Records

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

9. Duty to Inform

Provider shall give prompt written notice to the Port if, at any time during the performance of this Contract, Provider becomes aware of actual or potential problems, faults, or defects in the Materials, any non-conformance with the Contract, or with any federal, state, or local law, rule, or regulation, or 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 in Provider's statement or claim, and shall not constitute a waiver of any of the Port's rights.

10. WARRANTY; WARRANTY DISCLAIMER

10.1 Warranty

Provider warrants to the Port that: (a) the Materials will conform to the Contract specifications (including any issued addenda) and be free from material defects; and (b) Provider has good title to the Materials, and that Provider conveys the Materials to the Port free from any restriction or condition, and free from any encumbrance, including but not limited to any security interest or lien. Provider will defend title to the Materials against the rightful claim of any person.

10.2 Warranty Disclaimer

Except for the express warranties in this Contract, Contractor expressly disclaims all warranties with respect to the Materials, express and implied, including but not limited to any warranties that may have arisen from course of dealing or usage of trade.

11. Indemnification and insurance

11.1 Indemnification

Provider shall indemnify, defend, reimburse, and hold harmless the Port and the Port's commissioners, officers, employees, and agents for, from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including without limitation reasonable attorney fees, accountant fees, paralegal fees, expert witness fees, escrow fees, fines, environmental costs, and penalties resulting from, arising out of, or in any way connected with the acts or omissions of Provider or Provider's partners, directors, officers, employees, subProviders, invitees, or agents under this Contract.

11.2 Damage to Port Property

Provider shall fully compensate the Port for harm to the Port's real or personal property caused by the acts or omissions, negligent or not, of Provider or Provider's partners, directors, officers, employees, subProviders, invitees, or agents under this Contract.

11.3 Liability Insurance

Provider shall maintain occurrence form commercial general liability and automobile liability insurance for the protection of Provider, the Port, its commissioners, employees, and agents. Coverage shall include personal injury, bodily injury, including death, and broad form property damage, including loss of use of property, occurring in the course of or in any way related to Provider's operations, in an amount not less than \$1,000,000 combined single limit per occurrence.

11.4 Certificates

11.4.1 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; and (ii) a copy of the endorsement or policy provision providing additional insured status under the commercial general liability policy.

11.4.2 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).

11.5 Workers' Compensation Coverage

Provider certifies that Provider has qualified for State of Oregon Workers' Compensation coverage for all Provider's employees who are subject to Oregon's Workers' Compensation statute, either as a carrier-insured employer as provided by ORS 656.407 or as a self-insured employer.

11.6 Additional Insureds

All liability insurance policies required under this Contract shall name the Port, its Commissioners, employees, and agents as additional insureds.

12. BREACH OF CONTRACT

12.1 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, the Port may exercise one or more of the following remedies:

12.1.1 Substitute Services

The Port may terminate that part of this Contract affected by the breach upon written notice to Provider, may obtain substitute services or materials in a reasonable manner, and may recover from Provider the amount by which the price for those substitute services or materials exceeds the price for the terminated services or materials.

12.1.2 Suspension of Services

Pending a decision to terminate all or part of this Contract under this Section, the Port may unilaterally order Provider to suspend all or part of the services or materials. If the Port terminates all or part of this Contract after such a suspension, Provider will be entitled to compensation only for services rendered or materials delivered prior to the date of termination but not for any services rendered or materials delivered after the Port-ordered suspension date. If the Port suspends certain services or material deliveries and later orders Provider to resume those services or material deliveries, Provider will be entitled to reasonable damages actually incurred, if any, as a result of the suspension.

12.1.3 Default

If the breach is material, the Port may declare Provider in default, and the Port may pursue any remedy available for a default.

12.2 Recovery of Amounts Due for Breach

To recover any amounts Provider owes to the Port due to Provider's material or non-material 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.

12.3 Contractual Remedies Not Exclusive

The Port will have all remedies available to the Port under this Contract, at law, and in equity, including reasonable attorneys' fees and costs incurred in any action to enforce the Port's rights under this Contract. All available remedies are cumulative and may be exercised singularly or concurrently.

13. 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, Provider shall be entitled to compensation for all Materials delivered to and accepted by the Port prior to Provider's actual

notice of the termination or the receipt of the written notice of termination, whichever is earlier, plus Provider's reasonable costs actually incurred in closing out the Contract.

14. STATUTORILY REQUIRED PROVISIONS

14.1 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 delivery of the Materials provided for in this Contract. [Required by ORS 279B.220 (1)]

14.2 Overtime

As a condition of this Contract, Provider shall pay employees for overtime work performed under this Contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. 201 et seq.) [Required by ORS 279B.235 (6)(c)]

14.3 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 Provider's subProvider incurred in the performance of this Contract. [Required by ORS 279B.220 (2)]

14.4 Income Tax Withholding

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

14.5 Workers' Compensation

As a condition of this Contract, 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)]

14.6 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)]

14.7 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, any county, any school district, any municipality, any municipal corporation, or any subdivision thereof, on account of any labor or material furnished pursuant to this Contract. [Required by ORS 279B.220 (3)]

15. Miscellaneous Provisions

15.1 Time of Essence

Time is of the essence with respect to all dates and time periods in this Contract.

15.2 Contingencies

Neither party will be responsible for failure to perform the party's obligations under this Contract due to contingencies beyond the party's reasonable control, including but not limited to earthquakes, floods, tornadoes, and other acts of Nature, fires, epidemics, wars, riots, revolutions, acts of civil or military authorities, sabotage, or nuclear incidents. If any obligation of a party will be delayed by a contingency, the party will promptly notify the other party. Each party will use commercially reasonable efforts to remove the contingency as soon as practicable.

15.3 Law of Oregon; Venue

ORS 15.320 provides that Oregon law applies to this Contract. The parties also agree that Oregon law applies to this Contract, even if ORS 15.320 is determined to be inapplicable or invalid. Venue shall be in Multnomah County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Multnomah County, Oregon.

15.4 Successors and Assigns

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

15.5 Provider Identification

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.

15.6 No Waiver of Legal Rights

A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.

15.7 Modification

Except as provided in Section 2, this Contract may be modified only by a writing signed by both parties. No oral modification shall be effective.

15.8 Attorney Fees

The prevailing party on a claim shall be entitled to reasonable attorney fees with respect to the claim at trial and on appeal in an action brought with respect to this Contract.

15.9 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 purchasing public contracting agencies are entirely independent of and have no effect upon this Contract.

15.10 Integration

This Contract contains the entire agreement between the parties regarding the subject matter of this Contract and supersedes all prior written or oral discussions or agreements regarding the subject matter of this Contract.

15.11 Attachments

Any exhibits, schedules, and other attachments referenced in this Contract are part of this Contract.

15.12 Authority of Signers

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

PROVIDER NAME

PORT OF PORTLAND

By: _____

By: _____

Name: _____

Name:

Title: _____

Title: _____

Date: _____

Date: _____

Telephone: _____

Email: _____

SCHEDULE

Materials

The Materials listed below and, if applicable, on the following pages shall be provided at the unit prices listed for the period of _____. After this initial period, price changes may be considered in accordance with Section 5 of this Contract but only in the same proportion that changes have occurred in the manufacturer's latest published price list(s), discount schedules, or other positive means of identification.

Similar items purchased but not listed below shall be supplied at a minimum _____% discount from the manufacturer's published list price.

SCHEDULE 1.4 A

GENERAL 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 Emergency and Specialty Vehicles, Equipment and Accessories and any Related Equipment, Supplies and Services (herein “Products and Services”).

2. Objectives

- A. Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Participating Public Agencies;
- B. Establish the Master Agreement as a Supplier’s primary offering to Participating Public Agencies;
- C. Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals;
- D. Combine the volumes of Participating Public Agencies to achieve cost effective pricing;
- E. Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state of the art ordering and delivery systems;
- F. 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 EMERGENCY AND SPECIALTY VEHICLES, EQUIPMENT AND ACCESSORIES AND ANY RELATED SUPPLIES AND SERVICES they offer. The intent of this solicitation is to provide Participating Public Agencies with products and services to meet their various needs and intends to award a contract by category. Therefore, the Providers should have demonstrated experience in providing the Products and Services as defined in the RFP, including but not limited to:

CATEGORY A – Ambulance and Emergency Vehicles, Equipment and Accessories – A complete line of EMS vehicles, equipment and accessories, including Type I and Type III EMS Modules, Type II vehicles if offered, mobile clinics, and any other ambulance vehicles, equipment and accessories available from Provider.

CATEGORY B – **Fire Apparatus Vehicles, Equipment and Accessories** – A complete line of Fire Apparatus, equipment and accessories available from Provider, including but not limited to, fire engine vehicles, aerial ladder vehicles, aerial tower vehicles, aircraft rescue and firefighting (ARFF) vehicles and any other fire apparatus vehicles, equipment and accessories available from Provider.

CATEGORY C – **Specialty Vehicles, Equipment and Accessories** – A complete line of Specialty vehicles, including but not limited to, mobile command centers, hazmat vehicles, bomb response units, SWAT vehicles, crime scene vehicles, prisoner transport, mobile classrooms, mobile medical units, mobile dental units, mammography units, bloodmobiles, mobile audiology units, mobile ophthalmology units, mobile veterinary units, mobile laboratory units, book mobiles, and any other specialty vehicles, equipment and accessories available from Provider.

CATEGORY D – **Related Supplies and Services** – Any related supplies and services available from supplier, including but not limited to, parts, training, vehicle services, and any other related supplies and services available from Provider.

ALL PRODUCTS OFFERED MUST BE NEW, UNUSED, LATEST DESIGN AND TECHNOLOGY UNLESS OTHERWISE SPECIFIED.

4. Requirements

Provider must affirm it is in full compliance with all applicable laws and regulations in connection with the Products and Services required under this RFP. Provider must state how it will ensure continued compliance through the term of the contract.

4.1. Ambulance and Emergency Vehicles, Equipment and Accessories

4.1.1. Provider must be a manufacturer of the Products with a minimum of ten (10) continuous years' experience building like vehicle types and sizes in the industry and a minimum production output of 100 vehicles per year.

4.1.2. Provider must provide a list of at least 25 customers currently using ambulance and emergency vehicles manufactured by its company. Reference information should be as follows:

- Organization Name
- Contact Person
- Phone Number
- E-Mail Address
- Cost of Project
- Exterior Picture of Vehicle

4.1.3. Provider shall indicate its maximum bonding capability. Provider is required to provide a signed and notarized statement from a surety company authorized to transact business in all fifty (50) states.

- 4.1.4. Vehicles shall conform to the federal specification standard KKK-A-1822 or latest version and a copy of certification must be made available upon request.
- 4.1.5. Provider must provide high quality equipment, components, and parts designed for ambulance or emergency vehicles that are new and of current manufacture. The use of military surplus, used, obsolete or discontinued items will not be acceptable.
- 4.3.1. Provider shall fully describe its Products and Services offering.
- 4.1.6. Provider shall provide detailed specifications for all vehicles, equipment and accessories.
- 4.1.7. Provider shall provide a written analysis of its capabilities in regards to Engineering, Manufacturing, Quality Control, Service, and Project Administration.
- 4.1.8. Provider must construct the complete vehicle, with the exception of the chassis. Additional elements constructed and installed “in house” are required to ensure service and parts availability.
- 4.1.9. Provider shall state the location(s) of the factory(ies) where the Products are to be built. It shall also demonstrate it is in a position to render prompt service for furnishing replacement parts for all Products. Parts shall be stocked at the manufacturing facility.
- 4.1.10. Provider must provide the approved/recommended uses for its vehicles.
- 4.1.11. Provider shall describe its ability to provide drawings to Participating Public Agencies. Drawings shall be large “D” size (minimum 24” x 36”). Smaller size drawings, “similar to” drawings or general sales drawings shall not be acceptable.
- 4.1.12. Provider shall describe all organizations involved in the purchase of Ambulance and Emergency Vehicles, Equipment and Accessories. If purchases are made through authorized dealers, Provider shall provide a complete listing of authorized dealers, including contact name, company name, address, phone, and email.

4.2. Fire Apparatus Vehicles, Equipment and Accessories

- 4.2.1. Fire Apparatus Vehicles, Equipment and Accessories include fire department vehicles as well as Aircraft Rescue and Firefighting (ARFF) vehicles.
- 4.2.2. Provider must be a manufacturer of the Products with a minimum of ten (10) continuous years’ experience building like vehicle types and sizes in the industry.
- 4.2.3. Provider must provide a list of at least 25 customers currently using fire apparatus vehicles, including any ARFF vehicles manufactured by its company. Reference information should be as follows:
 - Organization Name

- Contact Person
- Phone Number
- E-Mail Address
- Cost of Project
- Exterior Picture of Vehicle

- 4.2.4. Provider shall indicate its maximum bonding capability. Provider is required to provide a signed and notarized statement from a surety company authorized to transact business in all fifty (50) states.
- 4.2.5. Any proposed Products shall conform to the applicable requirements, current at the date of manufacture, of the National Fire Protection Association (NFPA) NFPA 1901, “Standard for Automotive Fire Apparatus”.
- 4.2.6. Provider must provide high quality equipment, components, and parts designed for firefighting apparatus that are new and of current manufacture. The use of military surplus, used, obsolete or discontinued items will not be acceptable.
- 4.2.7. Provider shall fully describe its Product and Services offering.
- 4.2.8. Provider shall provide detailed specifications for all of its Fire Apparatus Vehicles, Equipment and Accessories.
- 4.2.9. Provider shall provide a written analysis of its capabilities in regards to Engineering, Manufacturing, Quality Control, Service, and Project Administration.
- 4.2.10. Provider shall state the location(s) of the factory(ies) where the Products are to be built. It shall also demonstrate it is in a position to render prompt service for furnishing replacement parts for all Products. Parts shall be stocked at the manufacturing facility.
- 4.2.11. Provider must provide the approved/recommended uses for its vehicles.
- 4.2.12. Provider shall describe its ability to provide drawings to Participating Public Agencies of Product’s overall dimensions, wheelbase, overall lengths and any other equipment specified by Participating Public Agency. Drawings shall be large “D” size (minimum 24” x 36”). Smaller size drawings, “similar to” drawings or general sales drawings shall not be acceptable.
- 4.2.13. Provider shall describe all organizations involved in the purchase of Fire Apparatus Equipment and Accessories. If purchases are made through authorized dealers, Provider shall provide a complete listing of authorized dealers, including contact name, company name, address, phone, and email.
- 4.2.14. Delivery to the Participating Public Agency of a vehicle shall be no more than two-hundred, forty (240) calendar days after purchase.

4.2.15. At a minimum, one (1) inspection trip for up to two (2) Participating Public Agency Fire Personnel shall be made to the manufacturer's facility during the course of construction of the apparatus. Air travel, meals, and lodging expenses shall be included.

4.2.16. Providers must include vehicle maintenance recommendations and historical data which demonstrates the anticipated maintenance costs for its products.

4.3. Specialty Vehicles, Equipment and Accessories

4.3.1. Proposer must be a full in-house, turnkey manufacturer of the Products with a minimum of ten (10) continuous years building like vehicle types and sizes in the industry and have a minimum production output of ten (10) vehicles per month.

4.3.2. Provider shall indicate its maximum bonding capability. Provider is required to provide a signed and notarized statement from a surety company authorized to transact business in all fifty (50) states.

4.3.3. Provider shall fully describe its Products and Services offering.

4.3.4. Provider shall provide specifications for each model name and base vehicle. Base vehicles should include, but are not limited to:

- Chassis
- Body
- Exterior compartments and doors
- Interior build out
- Interior lighting
- HVAC
- 12VDC Electrical System
- 120VAC Electrical System (including generator and shore power capabilities)
- Delivery and Training
- Warranty

4.3.5. Provider shall provide a list of ALL vehicle options to be added to the base vehicles/trailers, along with a detailed description of the options.

4.3.6. Provider shall provide a written analysis of its capabilities in regards to Engineering, Quality Control, Service, Water Testing, Weight Analysis and Project Administration.

4.3.7. Provider shall supply floorplan drawings with ALL base vehicles listed. Drawings shall include:

- Interior Floor Plan View
- Curb Side Interior View
- Street Side Interior View
- Curb Side Exterior View
- Street Side Exterior View

- Front View Exterior View
- Rear View Exterior View
- Roof View Exterior View

4.3.8. Vehicles may include, but are not limited to, the following:

A. Police, Emergency Management, Homeland Security

- Command
- Communications
- SWAT Deployment
- SWAT Equipment
- Bomb/EOD
- DUI/BAT
- Prisoner Transport
- Crime Scene
- Hostage Negotiation

B. Fire Services

- Command
- Communications
- HazMat
- Rescue
- Equipment
- 911
- ARFF

C. Mobile Medical

- Health
- Dental
- Mammography
- Audiology
- Bloodmobile
- Optometry

D. Laboratories

- Environmental Testing
- Science and Research
- Advanced Technology

E. Classroom

- Computer Lab
- Technical Learning
- Workforce
- Job Training

F. Bookmobiles

- 4.3.9. Provider shall maintain a fully staffed warranty, service, delivery, and training department capable of delivery and service to all fifty (50) states.
- 4.3.10. Provider shall provide sixty (60) product specific references. References shall include twenty five (25) Fire and Police, twenty five (25) Medical, and ten (10) Bookmobile/Laboratory/Classroom. Reference information should be as follows:
- Organization Name
 - Contact Person
 - Phone Number
 - E-Mail Address
 - Cost of Project
 - Exterior Picture of Vehicle

5. Multiple Award

The Port reserves the right to award the contract locally and/or nationally in the aggregate, by Product category, multiple award, primary, secondary, and tertiary, whichever is in the best interest of the Port and Participating Public Agencies as a result of this solicitation.

6. OEM and Aftermarket Components

The Products shall be new and of the latest factory model year released. They shall be complete, and ready to operate upon delivery. No rebuilt or re-manufactured components will be acceptable. All components shall be Original Equipment Manufacturer (OEM), no aftermarket components shall be acceptable unless approved by the designated representative from the Port or Participating Public Agency prior to submittal of Products.

All accessory installations shall be securely affixed and comply with OEM and OSHA standards. No installation shall interfere with OEM systems nor render the vehicle warranty invalid.

All electrical installations shall have wiring securely affixed to running path. Wiring shall have protection with a minimum of shielding with loom, rubber grommets for “pass through” and insulated wire clamps for mounting. All accessory circuits shall have proper circuit protection adequate to prohibit damage to vehicle OEM systems and prevent electrical shorts or fires.

7. Compliance With Laws

The Products shall be at the date of delivery in compliance with all current and applicable federal, state, and local laws pertaining to this equipment. Each Provider may be required to furnish proof of compliance prior to acceptance of the Product.

8. Sub-Contracting

Sub-contracting of the design, engineering, finite element analysis (FEA), and manufacturing shall not be permitted.

9. Design

Designs should include the integration of all systems and sub-systems so they are blended together seamlessly with the creative design elements to present the Products positively to the end user.

Designs shall be as such to perform in a commercial duty with an operating lifecycle of ten (10) years. Designs shall be completely designed from the ground up as an emergency or specialty vehicle.

Design drawings shall be submitted to the Port or Participating Public Agency per its specifications for approval.

10. Delivery

Provider shall notify designated Port or Participating Public Agency personnel fifteen (15) working days prior to delivery of the vehicle so that appropriate staff may complete pre-delivery inspections and complete necessary scheduling arrangements prior to the Product's delivery.

11. Inspection and Acceptance

The successful Provider's Products shall be subjected to a pre-delivery and post-delivery inspection by the Port and Participating Public Agency to determine that the Product, in its final configuration, meet the requirements of this RFP and Participating Public Agency's specifications, is complete and not damaged upon delivery to the Port or Participating Public Agency.

The vehicle will not be accepted until all manuals are delivered to the Port or Participating Public Agency.

Final acceptance shall be made after post-delivery and after inspection demonstrates that the vehicle is operational and in full compliance with this RFP.

12. Manuals

Provider shall furnish a complete set of manuals during delivery of vehicle and shall provide, at a minimum, one (1) hard copy of each as well as one (1) electronic copy on thumb drive or CD unless otherwise specified by the Participating Public Agency.

13. Training

Provider shall provide training to operators and technicians of the Port and Participating Public Agencies at no additional cost. At a minimum, such training shall include operator training on all machine functions as well as operator preventive maintenance.

14. Warranty

- 14.1. Provider shall provide all applicable warranties as part of this RFP response and describe its ability in business days to provide any required warranty service to a Participating Public Agency.
- 14.2. Provider shall indicate if warranty work will be performed by the manufacturer or by an authorized dealer.
- 14.3. Provider shall also note any extended warranties available and include pricing for such extended warranties in the Price section of the Provider's response.

15. Equipment Recalls

In the event of any recall notice, technical service bulletin, or other important notification affecting equipment purchased from this contract, a notice shall be sent to appropriate personnel at each Participating Public Agency in a timely manner. Provider shall describe its process for notification of equipment recalls and timing of such notification.

16. Liability

Provider shall defend any and all suits and assume all liability for the use of any patented device or article forming part of the Product or any appliance provided under the contract.

17. Substitution of Specified Items

Whenever the Contract Documents refer to any specific article, device, equipment, product, material, fixture, specified patent or proprietary name, patented process, forms, method or type of construction, by name, make, trade name, or catalog number ("specified item"), such reference shall be deemed to be followed by the words, "or approved equal", unless it is indicated that no substitutions will be considered.

Any Provider who has submitted a Proposal prior to the deadline may submit data to the Port to substantiate a request to provide an "or approved equal" item when completing Sample Specification Pricing in Schedule 3.2.1.5 B of this RFP.

18. Local Key Personnel

The Provider shall identify the local key personnel that will be committed to the contract. The Port reserves the right to reject any key personnel proposed if it is determined in the Port's best interest. All key personnel must be committed to the contract at the appropriate time level. Provider understands that the qualifications and experience of key personnel proposed will be factored into the evaluation process; therefore, key personnel must not be replaced without the

approval of the Port. Any approved substitutions must be with personnel of equal or better qualifications. In addition, any other commitments must not conflict with the level of commitment proposed for this contract.

19. Price

The Port will consider the overall pricing for the comprehensive solution in its selection process. Schedule 3.2.1.5 A, Price sheet must be submitted. Additionally Schedule 3.2.1.5 B, Sample Specification Pricing must be submitted and will be used for evaluation purposes.

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SCHEDULE 1.4 B
SAMPLE SPECIFICATIONS FOR EVALUATION PURPOSES

See separately available Schedule 1.4 B

SCHEDULE 2.4.3.2

CERTIFICATION OF TRADE SECRET

Port of Portland Solicitation Name: _____

Port of Portland Solicitation Number: _____

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

EMERGENCY AND SPECIALTY VEHICLES, EQUIPMENT AND ACCESSORIES AND
ANY RELATED EQUIPMENT, SUPPLIES AND SERVICES

Solicitation Number 2015-6901

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 [##] of the sample contract, attached to the RFP as Schedule B. 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 A

PRICE SHEET

1. Provide the pricing for all vehicles offered using a **fixed percentage (%) discount off a MANUFACTURER PRICE LIST** or other objectively verifiable criteria using the format below:

1.1. **Ambulance and Emergency Vehicles, Equipment and Accessories:** Provide pricing for all base vehicles offered.

Item No.	Vehicle/Trailer Description	Model Name	Model Number	Catalog/List Price	% Discount off List	Delivered Base Price
1	Type I Ambulance (10,001 to 14,000 GVWR)					
2	Type I Additional Duty Ambulance (14,000 GVWR or more)					
3	Type II Ambulance (9,201 to 10,000 GVWR)					
4	Type III Ambulance (10,001 to 14,000 GVWR)					
5	Type III Additional Duty Ambulance (14,001 GVWR or more)					
	<i>(Use additional space as necessary if Proposer offers additional base vehicles.)</i>					
Item No.	Options	Model Name	Model Number	Catalog/List Price	% Discount off List	Delivered Option Price
	<i>(Use additional space as necessary to provide all available options that may be installed on vehicles.)</i>					

1.2. Fire Apparatus Vehicles, Equipment and Accessories: Provide pricing for all vehicles, equipment and accessories offered.

Item No.	Product Description	Model Name	Model Number	Catalog/List Price	% Discount off List Price	Discounted Price
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11	<i>(Use additional space as necessary.)</i>					
12						
Item No.	Options	Model Name	Model Number	Catalog/List Price	% Discount off List	Delivered Option Price
	<i>(Use additional space as necessary to provide all available options that may be installed on vehicles.)</i>					

1.3. Specialty Vehicles, Equipment and Accessories: Provide pricing for all base vehicles offered.

Item No.	Vehicle/Trailer Description	Model Name	Model Number	Catalog/List Price	% Discount off List Price	Delivered Base Price
1	Van - Light Duty (Up to 9,000 lbs. GVWR)					
2	Van - Medium Duty (Up to 14,500 lbs. GVWR)					
3	Truck - Light Duty (Up to 19,500 lbs. GVWR)					
4	Truck - Medium Duty (Up to 26,000 lbs. GVWR)					
5	Truck - Heavy Duty (Up to 33,000 lbs. GVWR)					
6	Truck - Super Heavy Duty (Up to 54,000 lbs. GVWR)					
7	Coach - Light Duty (Up to 26,000 lbs. GVWR)					
8	Coach - Medium Duty (Up to 44,000 lbs. GVWR)					
9	Coach - Heavy Duty (Up to 65,000 lbs. GVWR)					
10	Trailer - Single Axle					
11	Trailer - Multiple Axle					
12	Trailer - Semi					
13	Modular Unit					
	<i>(Use additional space as necessary if Proposer offers additional base vehicles.)</i>					
Item No.	Options	Model Name	Model Number	Catalog/List Price	% Discount off List Price	Delivered Option Price
	<i>(Use additional space as necessary to provide all available options that may be installed on vehicles.)</i>					

2. Provide copies of the MANUFACTURER PRICE LIST or other objectively verifiable criteria.
3. **Related Supplies and Services:** Provide pricing for any proposed additional products you wish to be considered. Additionally, provide pricing (if applicable) for any services offered by Provider, including but not limited to, training, vehicle services, preventive maintenance, warranty extensions, repair services, technical support, etc. If any services are offered standard at no additional cost, please note.
4. **Volume Discounts or Rebates:** Please include any volume discounts or rebates offered by Prociswe to Participating Public Agencies.
5. **Delivery:** All freight shall be FOB destination, freight prepaid and included. Any handling fees shall also be included in the pricing.
6. **Alternative Costing Method:** If a project requires product options that are not covered in the pricing schedule or if a product option is required that is more appropriate to be custom designed and manufactured to meet an individual project application, the Contractor may use the alternative costing method as follows:
 - Apply the U.S. Communities discount as submitted on the Pricing Schedule; and
 - All products falling under this category must be submitted in advance and approved by the Participating Public Agency prior to being included in any quote or proposal from the Contractor.
7. **Sample Specification Pricing for Evaluation Purposes:** The Provider must submit pricing for the Sample Specifications provided in Schedule 3.2.1.5 B – Sample Specification Pricing. Pricing is to be based on pricing quoted on the Price Sheet. Sample Specification Pricing will be used for evaluation purposes.

SCHEDULE 3.2.1.5 B

SAMPLE SPECIFICATION PRICING

Ambulance and Emergency Vehicles, Equipment and Accessories						
Sample Specification Pricing						
Item No.	Vehicle/Trailer/Options Description	Model Name	Model Number	Catalog/List Price	% Discount off List	Delivered Base Price
1	Type I, 12' Dodge Ram 4500					
	<i>(Use additional space as necessary)</i>					
TOTAL						
2	Type I, 14' Dodge Ram 4500					
	<i>(Use additional space as necessary)</i>					
TOTAL						
3	Type III, 12' Chevrolet G3500					
	<i>(Use additional space as necessary)</i>					
TOTAL						
4	Type III, 14' Chevrolet G4500					
	<i>(Use additional space as necessary)</i>					
TOTAL						

Fire Apparatus, Equipment and Accessories Sample Specification Pricing						
Item No.	Vehicle/Trailer/Options Description	Model Name	Model Number	Catalog/List Price	% Discount off List	Delivered Base Price
1	Fire Department Engine					
	<i>(Use additional space as necessary)</i>					
TOTAL						
2	Fire Department Aerial Ladder					
	<i>(Use additional space as necessary)</i>					
TOTAL						
3	Fire Department Aerial Tower					
	<i>(Use additional space as necessary)</i>					
TOTAL						
4	Aircraft Rescue and Firefighting (ARFF) Class 5 Vehicle					
	<i>(Use additional space as necessary)</i>					
TOTAL						

Specialty Vehicles, Equipment and Accessories Sample Specification Pricing						
Item No.	Vehicle/Trailer/Options Description	Model Name	Model Number	Catalog/List Price	% Discount off List	Delivered Base Price
1	Mobile Command Center					
	<i>(Use additional space as necessary)</i>					
TOTAL						
2	Mobile Medical Unit					
	<i>(Use additional space as necessary)</i>					
TOTAL						
3	Mobile Classroom/Computer Lab					
	<i>(Use additional space as necessary)</i>					
TOTAL						
4	Mobile Bookmobile					
	<i>(Use additional space as necessary)</i>					
TOTAL						

SCHEDULE 3.3

CHECKLIST OF REQUIRED SUBMITTALS

NO.	ITEM	COMPLETE
1	1 Original hard copy and 1 additional copy of Proposal, 8 USB Flash drives (Section 2.5.1, pages 4-5)	
2	If applicable, one duplicate, redacted copy of Proposal on the 8 USB Flash drives (Section 2.5.1.1, page 5)	
3	If applicable, one completed Certification of Trade Secret form (Section 2.5.1.2, page 5)	
4	Proposal Form, Schedule 3.2.1	
5	Provider Introduction, including Cover Letter, Executive Summary and Provider's ability and experience (Section 3.2.1.1, page 8)	
6	Proposal (Section 3.2.1.2, page 9)	
7	Proposed Strategy and Operational Plan (w/resumes) (Section 3.2.1.3, page 9)	
8	National Supplier Qualifications (Section 3.2.1.4, page 9)	
9	Cost/Fees: Schedule 3.2.1.5 A Price Sheet (Section 3.2.1.5, page 9)	
10	Cost/Fees: Schedule 3.2.1.5 B Sample Specifications Pricing	
11	U.S. Communities Administration Agreement, signed unaltered (Section 5.15, pages 31-44)	

PROCUREMENT COMPLIANCE QUESTIONNAIRE

Attachment B: Prospective Bidder List

PROCUREMENT COMPLIANCE QUESTIONNAIRE

Prospective Bidders

32 Prospective Bidders

Vendor	Contact	Vendor Type	Pre-Bid	Status
Northwest Enforcement Inc. PO Box 30625 PORTLAND, OR 97294 United States	Contact: Karen Wilbrow Phone: 503-389-0200 Fax: 503-972-3393 Email: info@nwenforcement.com	ESB, WOSB, Local		Bidder
Team Eagle Inc. 328 Valentine Ave. P.O. Box 154 Pacino, WA 98047 United States	Contact: Julie Hay Phone: 253-826-6330 Fax: 253-891-1632 Email: julie@teameagle.wa			Bidder
Spokane Regional Plan Center 209 N Havana SPOKANE, WA 99202 United States	Contact: Jenny Martin Phone: 509-326-9600 Fax: 509-328-7279 Email: projectinfo@plancenter.net			Non-Bidder, receive communication
Aronson Security Group 8089 SW Cirrus Dr. Beaverton, OR 97008 United States	Contact: Megan Garner Phone: 503-670-6224 Fax: Email: megan.garner@aronsonsecurity.com			Bidder
point monitor 7869 SW Nimbus Ave. beaverton, OR 97223 United States	Contact: david hanson Phone: 503-627-0100 Fax: 503-627-0110 Email: dhanson@pointmonitor.com	Local		Bidder
SimplexGrinnell LP 6305 SW Rosewood Street Suite A Lake Oswego, OR 97035 United States	Contact: Mickey Wilson Phone: 503-683-9000ext. 343 Fax: 503-675-6621 Email: mwilson@simplexgrinnell.com	Local		Bidder
Onvia 509 Olive Way SEATTLE, WA 98101 United States	Contact: source management Phone: 206-373-9500 Fax: Email: sourcegmt@onvia.net			Bidder
McKesson Medical Surgical 2530 B St, NW Suite # 101 Auburn, WA 98001 United States	Contact: Cheryl Carman Phone: 503-888-0148 Fax: Email: cheryl.carman@mkesson.com			Bidder
Emergency Technology Inc. PO Box 206 3900 Central Parkway Hudsonville, MI 49426 United States	Contact: Craig Stupe Phone: 604-396-9719 Fax: Email: cstupe@soundoffsignal.com			Bidder
Suppression Systems Inc. 7715 NE 33rd Dr. Suite E Portland, OR 97211 United States	Contact: Vincent Curtaz Phone: 503-233-4582 Fax: 503-233-4588 Email: vincent@suppression.com	Local		Bidder
Performance Systems Integration Corporation 7324 SW Durham Road Portland, OR 97224 United States	Contact: Andrew Kaveckis Phone: 503-641-2222 Fax: 503-641-1464 Email: andy@psintegrated.com	Local		Bidder
Magid Glove and Safety Mfg Co, LLC 1300 Naperville Dr Bloomington, IL 60446-1043 United States	Contact: Ian Guan Phone: 773-289-1382ext. 382 Fax: 773-289-9382 Email: gov bids@magidglove.com			Bidder
Nomad Global Communication Solutions PO Box 865 Kalspell, MT 59903 United States	Contact: Jimmy Gidden Phone: 406-755-1721 ext. 2302 Fax: Email: jimmy.gidden@nomadgcs.com			Bidder
Doing Better Protective Services US, LLC One Wood Trade Center 121 SW Salmon St. Ste. 1100 Portland, OR 97204 United States	Contact: Brenda Hlatt Phone: 503-512-7567 Fax: 503-465-4229 Email: bhlatt@dbps-us.com	MBE, WOSB, Local		Bidder
Frazer, Ltd PO Box 5000 Bellairre, TX 77402-5000 United States	Contact: Laura Richardson Phone: 713-772-5511 Fax: 713-995-0541 Email: sales@frazerblt.com	WBE, WBE		Bidder

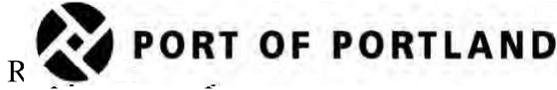
PROCUREMENT COMPLIANCE QUESTIONNAIRE

Harvey & Price 2015 Nuuqet Way PO Box 1910 Eugene, OR 97403 United States	Contact: Jeffrey Martin Phone: 541-746-1621 ext. 163 Fax: 541-746-3729 Email: jmartin@harveyandprice.com		Bidder
Trivan Truck Body 1385 West Smith Road Ferndale, WA 98248 United States	Contact: Ryan Vandriel Phone: 360-380-0773 Fax: 360-312-1398 Email: rvandriel@trivan.com		Bidder
KOL Hardware Supply, Inc. 850 Poplar Pls Seattle, WA 98144 United States	Contact: Angi Struabing Phone: 800-926-7716 ext. 111 Fax: 800-524-9305 Email: angi@kdlhardware.com		Bidder
Stanley Convergent Security Solutions 3810 SE Naat Road Milwaukie, OR 97267 United States	Contact: David Young Phone: 503-387-2902 Fax: 577-285-3209 Email: david.young3@sbdinc.com	Local	Bidder
ORR Safety 17601 Interchange Dr. Louisville, KY 40229 United States	Contact: Renata Surov Phone: 360-719-0628 Fax: 569-275-7037 Email: rsurov@orrcorp.com		Bidder
Incident Communication Solutions 218-A Log Canoe Circle Stevensville, MD 21666 United States	Contact: Lady Kahan Phone: 410-604-6004 Fax: 410-604-6003 Email: kahan@incidentcommunications.com		Bidder
BRATTAIN INTERNATIONAL TRUCKS, INC. PO BOX 11287 PORTLAND, OR 97211 United States	Contact: BARNEY NEWMAN Phone: 503-595-4606 Fax: 503-595-4657 Email: bnewman@brattain.com	Local	Bidder
Sunset Survival & First Aid, Inc. 16335 Algonquin #142 Huntington Beach, CA 92649 United States	Contact: Debbie Depla Phone: 714-369-8096 Fax: 714-625-8582 Email: debbie@SunsetSurvival.com	DBE, ESB, OTH, SDB, WOSB, WBE	Non-Bidder, no communication BPA
Big Blok, LLC 17408 NE 29th St Vancouver, WA 98682 United States	Contact: Greg Nuber Phone: 360-442-0655 Fax: Email: info@bigblok.com	WOSB, Local	Bidder
H.M.E.C. 1950 Byron Center Ave Wyoming, MI 49519 United States	Contact: Bill Doebler Phone: 616-264-3634 Fax: 616-534-1967 Email: bdoebler@hmetruck.com		Bidder
Farber Specialty Vehicles 7052 Americana Parkway Reynoldsburg, OH 43068 United States	Contact: Steve Goodyear Phone: 614-863-6470 Fax: 614-759-2058 Email: sgoodyear@far-erspecialty.com		Bidder
Defender Supply 14535 Industrial Park Aubrey, TX 76227 United States	Contact: Bryan Brooks Phone: 903-564-5641 Fax: Email: bryan@defendersupply.com		Bidder
Day Wireless Corporation 4700 SE International Way Milwaukie, OR 97222 United States	Contact: Jeff Springer Phone: 503-581-2932 Fax: Email: springerje@daywireless.com	Local	Bidder
Prime Vendor 4622 Cedar Ave Wilmington, NC 28403 United States	Contact: Bid Clerk Phone: 800-746-9554 ext. 0000 Fax: Email: sujita@prime-vendor.com		Bidder
IRIS Ltd., Inc. 901 Park Road Fleetwood, PA 19522 United States	Contact: Mary Thomas Phone: 610-944-8588 ext. 213 Fax: 610-944-5887 Email: maryt@irisltd.com	WOSB	Bidder
Braun Industries, Inc. 1170 Production Drive Van Wert, OH 45891 United States	Contact: Chad Brown Phone: 419-232-7054 Fax: 419-232-7070 Email: chadb@braunambulances.com		Bidder
LDV Inc. 180 Industrial Drive Burlington, WI 53105 United States	Contact: Ruth Phillips Phone: 262-763-0147 ext. 2429 Fax: 262-767-2529 Email: rphillips@ldvusa.com		Bidder

PROCUREMENT COMPLIANCE QUESTIONNAIRE

Attachment C: Scoring Summary

PROCUREMENT COMPLIANCE QUESTIONNAIRE



2015-6901

EMERGENCY AND SPECIALTY VEHICLES, EQUIPMENT AND ACCESSORIES AND RELATED EQUIPMENT, SUPPLIES AND SERVICES

4/27/2016

Evaluation Summary

	Criteria	Weights	Farber Specialty Vehicles, Ltd.	Frazer, Ltd.	HME								
1	PROVIDER INTRODUCTION	10	460	0	350								
2	PROPOSAL	25	825	0	825								
3	PROPOSED STRATEGY AND OPERATIONAL PLAN	10	290	0	170								
4	NATIONAL SUPPLIER QUALIFICATIONS	20	720	0	600								
5	COST/FEES	35	1645	0	1400								
	Total		3940	0	3345								

All evaluators of record hereby certify the consensus evaluation.

http://navigator/PoliciesProcedures/Adm_Pley_7102_Gvrmmnt_Ethcs.pdf

By signing below, each member of the Evaluation Team: 1) attests that the summary scores presented here accurately represent the consensus of the Evaluation Team; 2) certifies that he or she has read and understood the Port Policy 7.1.2 Governmental Ethics located at the address above, and 3) certifies that he or she has no conflict of interest with respect to any proposer.

Evaluator 1 _____

Evaluator 2 _____

Evaluator 3 _____

Evaluator 4 _____

Evaluator 5 _____

PROCUREMENT COMPLIANCE QUESTIONNAIRE

Attachment D: Letter from Lead Public Agency

PROCUREMENT COMPLIANCE QUESTIONNAIRE

As the Manager of Contracts & Procurement for the Port of Portland, I can attest that all proposals received for Solicitation 2015-6901, Emergency and Specialty Vehicles, Equipment and Accessories and any Related Equipment, Supplies and Services were stamp sealed and stored unopened until the closing date and time for receipt of proposals.

Craig Johnsen, CPPO, CPPB

Mgr, Purchasing
Contracts & Procurement

T: 503.415.6354

F: 503.548.5594

C: 503.260.9392

Craig.Johnsen@portofportland.com



PROCUREMENT COMPLIANCE QUESTIONNAIRE

Attachment E: Posting Documents



Margaret Colony, Onvia

Account Manager: [Onvia Client Success](#) (800) 531-6860
[[Help & Support](#)]

Type: Bid

Project Name: [Emergency And Specialty Vehicles, Equipment And Accessories, And Any Related Equipment, Supplies And Services](#)

Agency: [Port of Portland](#)

Location: Portland, OR 97269

Level Of Government: Special District

Submittal/Due Date: **1/8/2016 3:00 PM** **Due in 46 days**

Agency Bid #: 2015-6901

Publication Date: 11/20/2015

Last Updated Date: 11/20/2015

Onvia Reference #: BID:23461678

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Specifications

Description: Bid Detail
 Project Title Emergency and Specialty Vehicles, Equip, and Accessories & any Related Equip., Supplies & Svcs.
 Invitation No. 2015-6901
 Bid Posting Date November 19, 2015 7:59 AM (Pacific)
 Project Stage Bidding
 Bid Due Date January 8, 2016 3:00 PM (Pacific)
 Response Format Paper only
 Project Type RFP (Request For Proposal)
 Response Types Response File
 Type of Award Lump Sum
 Categories 07177 - SPECIALTY VEHICLES
 07230 - TRUCKS, FIRE PROTECTION AND CRASH RESCUE 34000 - FIRE PROTECTION EQUIPMENT AND
 92645 - EMERGENCY RESPONSE SERVICES, HAZARDOUS WASTE 99000 - SECURITY, FIRE, SAFETY,
 AND EM
 License Requirements
 Preferences Restriction Type None
 Department Contracts & Procurement
 Address P.O. Box 3529, Portland, Oregon County Multnomah
 Bid Valid 120 days Liquidated Damages Estimated Bid Value
 Start/Delivery Date Approx. February 14, 2016
 Project Duration Minimum Three (3) Years
 Cooperative Bid No
 Piggy-backable No
 Pre-Bid Meeting Information
 Pre-Bid Meeting No
 Online Q&A
 Online Q&A Yes Q&A Cutoff Date December 23, 2015 5:00 PM (Pacific)
 Contact Information
 Contact Info Craig Johnsen- 503-415-6354
 Craig.Johnsen@portofportland.com
 Bids to Manager, Contracts & Procurement
 Owner's Agent
 Description
 Scope of Services The Port of Portland (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 (Participating Public Agencies) is soliciting proposals from qualified suppliers to enter into a Master



Margaret Colony, Onvia

Account Manager: [Onvia Client Success](#) (800) 531-6860
[[Help & Support](#)]

Agreement for a complete line of emergency and specialty vehicles, equipment and accessories, and any related equipment, supplies and services.

Other Details One or more Master Agreements may be awarded to fulfill public agencies' needs in the following four categories: (A) Ambulance and Emergency Vehicles, Equipment and Accessories; (B) Fire Apparatus Vehicles, Equipment and Accessories; (C) Specialty Vehicles, Equipment and Accessories, and; (D) Related Supplies and Services. Public agencies shall have the benefit of access to the Master Agreement(s) through the U.S. Communities Government Purchasing Alliance (U.S. Communities).

Notes

Local Programs & Policies

Special Notices

Project Documents:

- [20151117153109532015-6901_RFP_...](#) Bid/Proposal Form
- [20151117140441963Schedule1_4BS...](#) Bid/Proposal Form

Products and Services:

Primary: Fasteners, Vehicle maintenance, Plumbing trades, Carpentry trades, Professional lighting services, Professional electrical services, Professional carpentry services

Also Contains: Engines, Electrical trades, Professional structural metal services, Rough carpentry, Lighting trades, Professional plumbing services, Radio equipment, Electrical maintenance, Aircraft, Operations and maintenance services, Emergency warning lighting equipment, Ladders, Ships

Structure Types:

Roofs

Categories:

Ambulances
Fire Protection and Rescue Vehicles
Specialty Vehicle Parts
Vehicles - Vehicle Maintenance / Fleet Operation

Contract Details

Contract Term: 3 years

Agency Contact

Buyer: [Craig Johnsen](#)
Buyer Job Title: Manager
Buyer Department: Contracts & Procurement
Buyer Address: PO Box 3529
Portland, Oregon 97208
Buyer Email: craig.johnsen@portofportland.com
Buyer Phone: p: (503) 415-6354
Buyer Fax: f: (763) 420-6056
Agency: [Port of Portland](#)
Owner Address: 7200 N.E. Airport Way
Portland, Oregon 97218
Owner Phone: p: (503) 415-6000
Owner Website: <http://www.portofportland.com>



Margaret Colony, Onvia

Account Manager: [Onvia Client Success](#) (800) 531-6860
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Most Recent Awards: Port of Portland

AWARD TITLE: PDX POST-SECURITY CONC...	AWARD TITLE: VEHICLE REPAIR SERVICE...	AWARD TITLE: DISCHARGE FLOW METER, ...
VENDOR: JOHNSON CONTROLS, INC.	VENDOR: COURTESY FORD	VENDOR: HAGTER SYSTEM INC
AWARD DATE: 04/17/15	AWARD DATE: 03/14/15	AWARD DATE: 01/20/15
AWARD VALUE: \$208,986	AWARD VALUE: N/A	AWARD VALUE: \$62,645

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Emergency and Specialty Vehicles, Equipment and Accessories and any Related Equipment and Services

Disclaimer

Header

Reference Number	350229
Solicitation Number	2015-6091
Organization Name	U.S. Communities
Source ID	PU.MU.USA.457357.C50448
Associated Components	Yes

Dates

Published	
Revised	
Closing	2016-01-08 03:00 PM Pacific Standard Time PST

Details

Category	Fire Fighting, Security and Safety Equipment
GSINS	
Region of Delivery	Canada
Region of Opportunity	Canada
Agreement Type	None
Tender Type	Request for Proposal (RFP)
Estimated Value	\$100,000,001 >
Solicitation Method	Open

Notice Description

Emergency and Specialty Vehicles, Equipment and Accessories and any Related Equipment and Services

Port of Portland, OR (the "Lead Public Agency"), on behalf of U.S. Communities Government Purchasing Alliance, the members of the advisory board and all local and state government agencies, higher education and nonprofit entities that elect to access the Master Agreement is soliciting proposals to enter into a Master Agreement for Emergency and Specialty Vehicles, Equipment and Accessories and any Related Equipment, Supplies and Services. The resulting contract may be awarded to multiple suppliers. The RFP is subject to the Lead Public Agency's General Conditions & Instructions to Bidders. Proposals are due no later than 3:00 PM local time on January 8, 2016. Additional information may be found at: www.planetbids.com.

Contact(s)

Contracting Authority

Name	Mary Pelfrey
Address	2999 Oak Road Suite 710
City	Walnut Creek
State / Province	CA
Country	United States
Postal Code	94597
Phone	704-564-0320
Fax	803-547-5361
Email	mpelfrey@uscommunities.org
Website URL	http://www.uscommunities.org

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Note: Web site links will be displayed when available. If you click a web site link, you will be connected to another web site. Your MERX session will timeout after 20 minutes of inactivity. Should this occur, please return to the MERX home page and log in to MERX again.

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AFFIDAVIT OF PUBLICATION



DJC

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

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

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

EMERGENCY AND SPECIALTY VEHICLES

US Communities Government Purchasing Alliance; Bid Location Portland, OR, Multnomah County; Due 01/08/2016 at 03:00 PM

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 7 time(s) in the following issues:

11/23/2015
12/4/2015

11/25/2015
12/7/2015

11/27/2015
12/9/2015

12/2/2015

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE 9th DAY OF December, 2015

Michelle Ropp

Michelle Ropp

Felicia Marie Delgatto
Notary Public-State of Oregon



**U.S. COMMUNITIES
GOVERNMENT PURCHASING
ALLIANCE
EMERGENCY AND SPECIALTY
VEHICLES**

Proposals due 3:00pm,
January 8, 2016
**REQUEST FOR PROPOSALS
RFP 2015-6091**

Port of Portland, OR (the "Lead Public Agency"), on behalf of U.S. Communities Government Purchasing Alliance, the members of the advisory board and all local and state government agencies, higher education and nonprofit entities that elect to access the Master Agreement is soliciting proposals to enter into a Master Agreement for Emergency and Specialty Vehicles, Equipment and Accessories and any Related Equipment, Supplies and Services. The resulting contract may be awarded to multiple suppliers. The RFP is subject to the Lead Public Agency's General Conditions & Instructions to Bidders. Proposals are due no later than 3:00 PM local time on January 8, 2016. Additional information may be found at: www.portofportland.com.
Published Nov. 23, 25, 27; Dec. 2, 4, 7 & 9, 2015.

10922212

Mary Pelfrey
U.S. Communities
5929 Copperleaf Commons Ct
Charlotte, NC 28277-2058

Order No.: 10922212
Client Reference No: 2015-6091

AFFIDAVIT OF PUBLICATION

IN THE MATTER OF
RFP 2015-6091 for Emergency and Specialty Vehicles

STATE OF HAWAII }
} SS.
City and County of Honolulu }

Doc. Date: NOV 30 2015 # Pages: 1
Notary Name: Patricia K. Reese First Judicial Circuit
Doc. Description: Affidavit of Publication
Notary Signature: [Signature] Date: NOV 30 2015
Notary Public Seal: PATRICIA K. REESE, NOTARY PUBLIC, Comm. No. 86-467, STATE OF HAWAII

RFP 2015-6091 for Emergency and Specialty Vehicles
Port of Portland, OR (the "Lead Public Agency"), on behalf of U.S. Communities Government Purchasing Alliance, the members of the advisory board and all local and state government agencies, higher education and nonprofit entities that elect to access the Master Agreement is soliciting proposals to enter into a Master Agreement for Emergency and Specialty Vehicles, Equipment and Accessories and any Related Equipment, Supplies and Services.

Lisa Kaukani being duly sworn, deposes and says that she is a clerk, duly authorized to execute this affidavit of Oahu Publications, Inc. publisher of The Honolulu Star-Advertiser, MidWeek, The Garden Island, West Hawaii Today, and Hawaii Tribune-Herald, that said newspapers are newspapers of general circulation in the State of Hawaii, and that the attached notice is true notice as was published in the aforementioned newspapers as follows:

- Honolulu Star-Advertiser 0 times on:
MidWeek 0 times on:
The Garden Island 0 times on:
Hawaii Tribune-Herald 7 times on:
11/24, 11/25, 11/26, 11/27, 11/28, 11/29, 11/30/2015
West Hawaii Today 0 times on:

Other Publications: 0 times on:

And that affiant is not a party to or in any way interested in the above entitled matter.

[Signature] Lisa Kaukani

Subscribed to and sworn before me this 30th day of November A.D. 2015

[Signature] Patricia K. Reese, Notary Public of the First Judicial Circuit, State of Hawaii

My commission expires: Oct 07, 2018

Ad # 0000819668



SP.NO.: _____ L.N. _____



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Listed below are posting details and documents for competitive solicitations currently in progress. Resulting contracts will be made available through the U.S. Communities cooperative purchasing program.

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- Innovation Exchange

Emergency and Specialty Vehicles, Equipment and Accessories and any Related Equipment, Supplies and Services

Lead Agency:

Port of Portland, OR

Questions Due: December 23, 2015

Responses Due: January 8, 2016



RFP Documents:

[RFP 2015-6091](#)

Postings

Posting Information:	Date Posted:
U.S. Communities: Current Solicitations	Nov 19, 2015 – Jan 8, 2016
Onvia/DemandStar	Nov 19, 2015 – Jan 8, 2016
Port of Portland	Nov 19, 2015 – Jan 8, 2016
Canadian MERX Public Tenders	Nov 19, 2015 – Jan 8, 2016
State of Hawaii and Oregon	Nov 19, 2015 – Jan 8, 2016
Oregon Association of Counties	Nov 19, 2015 – Jan 8, 2016

Pharmacy Benefit Manager Services

Lead Agency:

Maricopa County, AZ

Pre-Proposal Conference: November 12, 2015

Responses Due: December 18, 2015



RFP Documents:

[RFP 16018](#)

Postings

Posting Information:	Date Posted:
U.S. Communities: Current Solicitations	Oct 23, 2015 – Dec 18, 2015
BidSync	Oct 23, 2015 – Dec 18, 2015
Canadian MERX Public Tenders	Oct 23, 2015 – Dec 18, 2015
State of Hawaii and Oregon	Oct 23, 2015 – Dec 18, 2015
Oregon Association of Counties	Oct 23, 2015 – Dec 18, 2015

Technology Products, Services, Solutions, and Related Products and Services

Lead Agency:

Fairfax County, VA



Pre-Proposal Conference: August 26, 2015

Responses Due: September 17, 2015

Extended to October 8, 2015

RFP Documents:

- [RFP 2000001701](#)
- [RFP 2000001701 Addendum 1](#)
- [RFP 2000001701 Addendum 2](#)
- [RFP 2000001701 Addendum 3](#)

Postings

Posting Information:	Date Posted:
U.S. Communities: Current Solicitations	Aug 12, 2015 - Sept 17, 2015
Onvia DemandStar	Aug 12, 2015 - Sept 17, 2015
Fairfax County	Aug 12, 2015 - Sept 17, 2015
Canadian MERX Public Tenders	Aug 12, 2015 - Sept 17, 2015
State of Hawaii and Oregon	Aug 12, 2015 - Sept 17, 2015
Oregon Association of Counties	Aug 12, 2015 - Sept 17, 2015

Foreign Language Interpretation, Translation Services and Related Services and Solutions

Lead Agency:

City of Chicago, IL



Pre-Proposal: December 10, 2014

Responses Due: January 15, 2015

Extended to May 18, 2015

RFP Documents:

- [Spec 125096 Part I](#)
- [Spec 125096 Part II](#)
- [Spec 125096 Part III](#)
- [Addenda 1-5](#)
- [Addendum 6](#)
- [Addendum 7](#)
- [Addendum 8](#)

Postings

Posting Information:	Date Posted:
U.S. Communities: Current Solicitations	Nov 26, 2014 - Jan 15, 2015
Onvia DemandStar	Nov 26, 2014 - Jan 15, 2015
City of Chicago	Nov 26, 2014 - Jan 15, 2015
Canadian MERX Public Tenders	Nov 26, 2014 - Jan 15, 2015
State of Hawaii and Oregon	Nov 26, 2014 - Jan 15, 2015
Oregon Association of Counties	Nov 26, 2014 - Jan 15, 2015

Innovative Solutions, Applications, Products and Services

Lead Agency:

Fairfax County, VA

RFP Documents:

- [RFP 2000001342](#)
- [RFP 2000001342 Addendum 1](#)
- [RFP 2000001342 Notice of Intent to Award](#)

Pre-Proposal Conference: Nov 10, 2014
Responses Due: Dec 3, 2014



Postings

Posting Information:	Date Posted:
U.S. Communities: Current Solicitations	Oct 24, 2014 – Dec 3, 2014
Onvia DemandStar	Oct 24, 2014 – Dec 3, 2014
Fairfax County	Oct 24, 2014 – Dec 3, 2014
Canadian MERX Public Tenders	Oct 24, 2014 – Dec 3, 2014
State of Hawaii and Oregon	Oct 24, 2014 – Dec 3, 2014
Oregon Association of Counties	Oct 24, 2014 – Dec 3, 2014

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Farber Specialty Vehicles
Steve Goodyear, Vice President of Sales
sgoodyear@farberspecialty.com



Lead Agency Procurement Self-Certification

April 2017

Uniform Grant Guidance 200.324	Procurement Policy
<p>200.317 Procurements By States When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with section 200.322 Procurement Of Recovered Materials and ensure that every purchase order or other contract includes any clauses required by section 200.326 Contract Provisions. All other non-Federal entities, including subrecipients of a state, will follow sections 200.318 General Procurement Standards through 200.326 Contract Provisions.</p>	<p>Individual policies referenced below constitute self-certification by the Port of Portland.</p>
<p>200.318 General Procurement Standards (a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this section.</p>	<p>Port Contracting Rules and Port Purchasing Manual</p>
<p>(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.</p>	<p>Comply</p>
<p>(c) (2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be</p>	<p>N/a</p>

<p>impartial in conducting a procurement action involving a related organization.</p>	
<p>200.318 (d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.</p>	<p>Port Purchasing Manual, Page 2</p>
<p>200.318 (e) To foster greater economy and efficiency, and in accordance with effort-s-to promote cost-effective use of shared services across the Federal government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.</p>	<p>Port Rule A.180</p>
<p>200.318 (f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.</p>	<p>ORS 279A.180</p>
<p>200.318 (g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.</p>	<p>GC's 007200-11 Section 6.13</p>
<p>200.318 (h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.</p>	<p>ORS 279C.375</p>

<p>(j) The non-Federal entity may use time and material type contracts only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and material type contract means a contract whose cost to a non-Federal entity is the sum of:</p> <ul style="list-style-type: none"> (i) (1) The actual cost of materials; and (i) (2) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit. <p>Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.</p>	<p>Port Contracting Rule B.500(7)</p>
<p>(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.</p>	<p>Comply</p>
<p>(c) (l) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts.</p>	<p>POP Policy 7.1.02</p>

<p>POP Policy 7.1.02</p>	<p>No employee, officer, or agent must participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.</p>
<p>ORS 279C.300</p>	<p>200.319 Competition (a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, and invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to: (a) (1) Placing unreasonable requirements on firms in order for them to qualify to do business; (a) (2) Requiring unnecessary experience and excessive bonding; (a) (3) Noncompetitive pricing practices between firms or between affiliated companies; (a) (4) Noncompetitive contracts to consultants that are on retainer contracts; (a) (5) Organizational conflicts of interest; (a) (6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and</p>

<p>(a) (7) Any arbitrary action in the procurement process. (b) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.</p>	
<p>(c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:</p>	<p>Port Purchasing Manual</p>
<p>(c) (1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and</p>	<p>Port Purchasing Manual Port Request for Proposals Manual</p>
<p>(c) (2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.</p>	<p>Port Purchasing Manual Port Request for Proposals Manual.</p>

<p>(d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.</p>	<p>n/a we do not have prequalified lists of firms, persons or products.</p>
<p>200.318 (c) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to con-solidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.</p>	<p>Port Purchasing Manual Page 2</p>
<p>200.318 (e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.</p>	<p>Port Rule A.180</p>
<p>200.318 (f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.</p>	<p>ORS 279.A.180</p>
<p>200.318 (g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost. 200.318 (h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.</p>	<p>GC's 007200-11 Section 6.13 ORS 279C.375</p>

<p>200.320 Methods Of Procurement To Be Followed The non-Federal entity must use one of the following methods of procurement.</p>	
<p>(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed \$3,000 (or \$2,000 in the case of acquisitions for construction subject to the Davis-Bacon Act). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.</p>	<p>Purchasing Manual ORS 279B.065 Port Rule B.065</p>
<p>(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.</p>	<p>ORS 279B.070 Port Rule B.070</p>
<p>(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section below apply. (1) In order for sealed bidding to be feasible, the following conditions should be present: (i) A complete, adequate, and realistic specification or purchase description is available; (ii) Two or more responsible bidders are willing and able to compete effectively for the business; and</p>	<p>ORS279B.055 Port rule B.055 ORS 279C.335</p>

(iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

- (i) The invitation for bids will be publicly advertised and bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids;
- (ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
- (iii) All bids will be publicly opened at the time and place prescribed in the invitation for bids;
- (iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and



<p>(v) Any or all bids may be rejected if there is a sound documented reason.</p> <p>(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:</p> <p>1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;</p> <p>(2) Proposals must be solicited from an adequate number of qualified sources;</p> <p>(3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;</p> <p>(4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and</p> <p>(5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional</p>	<p>ORS 279B.060 Port Rule B.060</p>
<p>ORS 279C.105-125 Port Rule C.110</p>	

<p>services. It cannot be used to purchase other types of services though AVE firms are a potential source to perform the proposed effort.</p> <p>(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:</p> <p>(1) The item is available only from a single source;</p> <p>(2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;</p> <p>(3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or</p> <p>(4) After solicitation of a number of sources, competition is determined inadequate.</p>	<p>ORS 279B.075 Port Rule B.075 CRBR.7 CRBR 9.4</p>
<p>200.321 Contracting With Small And Minority Businesses, Women's Business Enterprises, And Labor Surplus Area Firms</p>	<p>Purchasing Manual</p>

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.

<p>200.324 Federal Awarding Agency Or Pass-Through Entity Review</p> <p>(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.</p> <p>(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:</p> <p>(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this Part;</p> <p>(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;</p> <p>(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;</p> <p>(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or</p> <p>(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.</p> <p>(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through</p>	<p>Comply</p>
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entity determines that its procurement systems comply with the standards of this Part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

<p>200.323 Contract Cost And Price</p> <p>(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.</p> <p>(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.</p> <p>(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E - Cost Principles. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.</p>	<p>Comply</p>
<p>(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.</p>	<p>Comply</p>
<p>200.318 (i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.</p>	<p>Comply</p>

<p>DocuSign Envelope ID: 4FFA68ED-B12A-4484-B307-D34A52A2F82C 200.325 Contract Provisions</p> <p>The non-Federal entity's contracts must contain the applicable provisions described in Appendix II Contract Provisions for non-Federal Entity Contracts Under Federal Awards.</p>	<p>Comply</p>
<p>200.325 Bonding Requirements For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:</p> <p>(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.</p> <p>(b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.</p> <p>(c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.</p>	<p>ORS 279C.360(5) ORS 279C.380</p>

Certificate Of Completion

Envelope Id: 955AD8BDBAC24FE4A69BE896FC08B924	Status: Sent
Subject: Council Legislation - Faber Specialty Vehicles	
Source Envelope:	
Document Pages: 288	Signatures: 5
Certificate Pages: 16	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Procurement Resource Group
Time Zone: (UTC-06:00) Central Time (US & Canada)	730 2nd Ave. South 1st Floor
	Nashville, TN 37219
	prg@nashville.gov
	IP Address: 170.190.198.190

Record Tracking

Status: Original 12/12/2023 9:56:56 AM	Holder: Procurement Resource Group prg@nashville.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Metropolitan Government of Nashville and Davidson County	Location: DocuSign

Signer Events

Signer Events	Signature	Timestamp
Elizabeth Jefferson elizabeth.jefferson@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 12/12/2023 10:04:58 AM Viewed: 12/12/2023 10:14:55 AM Signed: 12/12/2023 10:18:45 AM

Electronic Record and Signature Disclosure:
Accepted: 12/12/2023 10:14:55 AM
ID: 046875f3-9428-420c-bcf8-fd0b9c32956a

Michelle A. Hernandez Lane michelle.lane@nashville.gov Chief Procurement Officer/Purchasing Agent Metro Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.190	Sent: 12/12/2023 10:18:53 AM Viewed: 12/12/2023 1:15:48 PM Signed: 12/12/2023 1:16:03 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Kevin Crumbo/mjw MaryJo.Wiggins@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100	Sent: 12/12/2023 1:16:11 PM Viewed: 12/12/2023 2:32:56 PM Signed: 12/15/2023 3:24:32 PM
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Electronic Record and Signature Disclosure:
Accepted: 12/15/2023 3:24:00 PM
ID: 837f2851-5dac-42f5-ae83-7439aea007e5

Tessa V. Ortiz-Marsh tessa.ortiz-marsh@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 162.247.55.85 Signed using mobile	Sent: 12/15/2023 3:24:41 PM Viewed: 12/17/2023 7:50:56 PM Signed: 12/17/2023 7:52:16 PM
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Procurement Resource Group prg@nashville.gov Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None)		Sent: 12/17/2023 7:52:26 PM Viewed: 12/18/2023 6:31:34 AM
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 12/17/2023 7:52:24 PM Viewed: 12/18/2023 8:38:24 AM
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Tessa V. Ortiz-Marsh tessa.ortiz-marsh@nashville.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 12/17/2023 7:52:25 PM
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Amber Gardner Amber.Gardner@nashville.gov Security Level: Email, Account Authentication (None)		
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Austin Kyle publicrecords@nashville.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 12/15/2023 11:01:27 AM ID: a6d0c44d-7a1a-44f4-b618-93d5863cefd3		

Terri Ray terri.ray@nashville.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	12/18/2023 6:31:34 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
