

 **PORT OF PORTLAND**
P.O. Box 3529
Portland, Oregon 97208



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)
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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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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 tradeshows 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.

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(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
Paauilo
Pahala
Pahoa
Paia
Papaaloa
Papaikou
Pearl City
Pearl Harbor
Pepeekeo
Princeville
Pukalani

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

State: HI (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
ASSOCIATION OF OWNERS OF KUKUI PLAZA
MAUI ECONOMIC DEVELOPMENT BOARD
NETWORK ENTERPRISES, INC.
HONOLULU HABITAT FOR HUMANITY
ALOHACARE
ORI ANUENUE HALE, INC.
IUPAT, DISTRICT COUNCIL 50
GOODWILL INDUSTRIES OF HAWAII, INC.
HAROLD K.L. CASTLE FOUNDATION
MAUI ECONOMIC OPPORTUNITY, INC.
EAH, INC.
PARTNERS IN DEVELOPMENT FOUNDATION
HABITAT FOR HUMANITY MAUI
W. M. KECK OBSERVATORY
HAWAII EMPLOYERS COUNCIL
HAWAII STATE FCU
MAUI COUNTY FCU
PUNAHOU SCHOOL
YMCA OF HONOLULU
EASTER SEALS HAWAII
AMERICAN LUNG ASSOCIATION
Pohaha I Ka Lani
Hawaii Area Committee
Lanai Federal Credit Union
READ TO ME INTERNATIONAL FOUNDATION
MAUI FAMILY YMCA
WAILUKU FEDERAL CREDIT UNION
ST. THERESA CHURCH
HALE MAHAOLU
West Maui Community Federal Credit Union
Hawaii Island Humane Society

Kama'aina Care Inc
International Archaeological Research
Institute, Inc.
Community Empowerment Resources
Tutu and Me Traveling Preschool
First United Methodist Church
AOAO Royal Capitol Plaza
Kumpang Lanai
Child and Family Service
MARINE SURF WAIKIKI, INC.
Hawaii Health Connector
Hawaii Carpenters Market Recovery Program
Fund
Puu Heleakala Community Association
Saint Louis School
Kailua Racquet Club, Ltd.
Homewise Inc.
Hawaii Baptist Academy
Kroc Center Hawaii
Kupu

Account Type: College and University (8 records)

University of the Nations
ARGOSY UNIVERSITY
HAWAII PACIFIC UNIVERSITY
UNIVERSITY OF HAWAII AT MANOA
RESEARCH CORPORATION OF THE UNIVERSITY
OF HAWAII
BRIGHAM YOUNG UNIVERSITY - HAWAII
University Clinical Research and Association
CHAMINADE UNIVERSITY OF HONOLULU

Account Type: Other (7 records)

Hawaii Information Consortium
Leeward Community Church
E Malama In Keiki O Lanai
Keawala'i Congregational Church
Lanai Community Hospital
Angels at Play Preschool & Kindergarten
Queen Emma Gardens AOAO

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
EAsern 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.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)	