



PORTLAND PUBLIC SCHOOLS, SCHOOL DISTRICT NO. 1J, MULTNOMAH COUNTY, OREGON PURCHASE ORDER (PO) TERMS AND CONDITIONS FOR SERVICES

The Purchase Order, together with these Terms and Conditions, constitutes a Contract between Portland Public Schools, School District No. 1J, Multnomah County, Oregon (District) and the Contractor designated on the Purchase Order. Start of work indicated on the Purchase Order shall constitute acceptance of all its terms and conditions.

Effective Date and Termination Date. The effective date shall be the date the Purchase Order has been issued. Unless earlier terminated as provided below, the termination date shall be the due date stated on the Purchase Order.

General Statement of Work. Contractor shall provide the materials and services identified on the Purchase Order and attached or referenced Contractor quotation, if applicable.

Compensation: The maximum total payment for the services shall not exceed the Purchase Order value, unless an increase is approved via a District change order.

Contract Documents. The Contract consists of the following documents, which are listed in descending order of precedence: The Purchase Order, these Terms and Conditions, and the attached or referenced Contractor quotation, if applicable (hereinafter collectively referred to as "Purchase Order"). A conflict in the documents shall be resolved in the priority listed above with the Purchase Order taking precedence over all other documents. The Purchase Order documents are the entire Contract between the parties and shall supersede any prior representation, written or oral.

STANDARD TERMS AND CONDITIONS

1. Time is of the Essence. Time is of the essence in the performance of the terms of this Purchase Order.

2. Subcontracts and Assignment. Contractor shall not subcontract, assign, delegate, or transfer any of its duties, rights, or interests under this Purchase Order without the prior written consent of District. District may withhold such consent for any or no reason. If District consents to an assignment or subcontract, then in addition to any other provisions of this Purchase Order, Contractor shall require any permitted subcontractor to be bound by all the terms and conditions of this Purchase Order that would otherwise bind Contractor. The parties agree that any such subcontracts shall be construed as matters solely between Contractor and its subcontractor and shall not have any binding effect on District.

3. Other Contractors. District may enter into other contracts for additional or related work, and Contractor shall fully cooperate and coordinate its performance under this Purchase Order with those other contractors and with relevant District employees. Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by District employees.

4. Independent Contractor Status. By its signature on this Purchase Order, Contractor certifies that the service or services to be performed under this Purchase Order are those of an independent contractor as defined in ORS 670.600, and that Contractor is solely responsible for the work performed under this Purchase Order. Contractor represents and warrants that Contractor, its subcontractors, employees, and agents are not "officers, agents, or employees" of the District within the meaning of the Oregon Tort Claims Act (ORS 30.260 through 30.300). Contractor shall be responsible for all federal, state, and local taxes and any and all fees applicable to payments for services under this Agreement.

5. No Third Party Beneficiaries. District and Contractor are the only parties to this Purchase Order and are the only parties entitled to enforce its terms. Nothing in this Purchase Order gives or provides any benefit or right, directly or indirectly, to third parties unless they are individually identified by name in this Purchase Order and expressly described as intended beneficiaries of this Purchase Order.

6. Successors in Interest. This Purchase Order shall bind and inure to the benefit of the parties, their successors, and approved assigns, if any.

7. Nonperformance; Substituted Services. As used in this Purchase Order, "failure to perform" means failure (for whatever reason) to deliver the services as specified and/or scheduled in this Purchase Order. If Contractor fails to perform under this Purchase Order and does not cure that failure within seven days' written notice from District, then District has the right to complete the services itself, to obtain the services from other sources, or to a combination thereof as necessary to accomplish the purpose of this Purchase Order. Both parties agree that Contractor shall bear any reasonable cost difference for these substituted services.

8. Escalation. Any price or cost adjustments by the Contractor are prohibited. Pricing must be held firm for the duration of the Purchase Order.

9. Early Termination. This Purchase Order may be terminated as follows unless otherwise specified herein:

- a. **Mutual:** District and Contractor may terminate this Purchase Order at any time by their written agreement.
- b. **District's Sole Discretion:** District in its sole discretion may terminate this Purchase Order for any reason on 30 days' written notice to Contractor.
- c. **Breach:** Either party may terminate this Purchase Order in the event of a breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this Purchase Order at any time thereafter by giving a written notice of termination.
- d. **Contractor Licensing, etc.:** Notwithstanding Section 9.c., District may terminate this Purchase Order immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, or certificate that Contractor must hold to provide services under this Purchase Order.

10. Payment

- a. **Method of Payment:** Unless otherwise specified District shall pay Contractor net 30 days upon invoice approval and work acceptance.
- b. **Payment on Early Termination:** Upon termination pursuant to Section 9 (Early Termination), District shall pay Contractor as follows:
 - i. If District terminates this Purchase Order for its convenience under Section 9.a. or 9.b., then District must pay Contractor for work performed before the termination date if and only if Contractor performed in accordance with this Purchase Order. District shall not be liable for any direct, indirect, or consequential damages. Termination by District shall not constitute a waiver of any other claim District may have against Contractor.
 - ii. If Contractor terminates this Purchase Order under Section 9.c. due to District's breach, then District shall pay Contractor for work performed before the termination date if and only if Contractor performed in accordance with this Purchase Order.
 - iii. If District terminates this Purchase Order under Sections 9.c. or 9.d. due to Contractor's breach, then District must pay Contractor for work performed before the termination date less any setoff to which District is entitled and if and only if Contractor performed such work in accordance with this Purchase Order.
- c. **Payment of Laborers:** This provision is required by statute. In addition to applicable federal and local laws, ORS 279B.220 requires that Contractor:
 - i. Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in this Purchase Order.
 - ii. Pay all contributions or amounts due the Industrial Accident Fund by the contractor or subcontractors, if permitted, incurred in the performance of this Purchase Order.
 - iii. Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
 - iv. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - v. If Contractor neglects or refuses to make prompt payment of any claim for labor or services furnished to it by any party in connection with this Purchase Order as such claim becomes due, District may pay such claim to the party furnishing the goods or services and subtract the payment amount from funds due or to become due the Contractor. District's payment of such a claim shall not relieve Contractor or Contractor's surety, if any, from its obligation to any unpaid claims.
- d. **Payment for Medical Care:** This provision is required by statute. As required by ORS 279B.230 and to the extent any of Contractor's employees are covered by Oregon employment laws, Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums that Contractor agrees to pay for such services and all moneys and sums that Contractor collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for such service.
- e. **Non-Appropriation; Adequate Funding:** District is prohibited from contracting for services for which it has not received appropriated funds. If payment for work under this Purchase Order extends into District's next fiscal year, District's obligation to pay for such work shall be subject to approval of future School Board appropriations to fund this Purchase Order.

Moreover, continuation of this Purchase Order at specified levels is specifically conditioned on adequate funding under the District's budget adopted in June of each year. District reserves the right to adjust the level of services provided for in this Purchase Order in accordance with funding levels adopted by its Board of Education.

f. **Withhold Payments:** District reserves the right to withhold payments to Contractor for amounts reasonable and sufficient to (a) cover District's costs in processing invoices more than 60 days late and (b) protect the District from any loss, damage, or claim which may result from Contractor's failure to perform in accordance with the terms of this Purchase Order or failure to make proper payment to suppliers or subcontractors.

11. Remedies. In case of Contractor breach and in addition to the provisions of Sections 7 and 9 of this Purchase Order, the parties agree that District is entitled to any other available legal and equitable remedies. In case of District breach, the parties agree that Contractor's remedy is limited to Purchase Order termination and receipt of Purchase Order payments to which Contractor is entitled.

12. Hours of Labor. This provision is required by statute. As required and except as provided by ORS 279B.020(7) and (8), 279B.235(5), and 279C.540(8), for Contractor's employees subject to Oregon employment laws:

a. **Maximum Hours:** Employees shall be paid at least time and a half pay for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. Employees shall also be paid at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or on Saturdays, Sundays, New

Year's Day (Jan. 1), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25).

b. **Notice to Employees:** Contractor must give notice in writing to its employees who perform work on this Purchase Order, either at the time of hire or before commencement of work on this Purchase Order, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

13. Time Limitation on Claim for Overtime. This provision is required by statute. For Contractor's employees subject to Oregon employment laws and as required by ORS 279C.545, any worker employed by Contractor shall be foreclosed from the right to collect for any overtime provided in ORS 279C.540 unless a claim for payment is filed with Contractor within 90 days from the completion of this Purchase Order, providing Contractor has:

a. **Posted circular:** Caused a circular clearly printed in boldfaced 12-point type and containing a copy of this Section 13 to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place that is readily available and freely visible to workers employed on the work, and

b. **Maintaining posted circular:** Maintained such circular continuously posted from the inception to the completion of this Purchase Order on which workers are or have been employed.

14. DCU Collective Bargaining Agreement Wage Requirements. If this Purchase Order involves services that fall under the current District and District Council Unions ("DCU") labor agreement ("Labor Agreement"), then Contractor shall pay to workers described below in Section 14.a. and employed under this Purchase Order hourly compensation comparable to workers covered under the Labor Agreement.

a. Workers subject to DCU requirements include brick mason, carpenter, carpet and linoleum layer, cement mason, electrician, glazier, laborer, landscape laborer, machinist, painter, plasterer, plumber, roofer, sheet metal worker, steamfitter, tile setter, vehicle mechanic, mason tender, plumber's helper, motor winder, electronic technician, and machinist helper.

Contractor may comply with this requirement by:

b. Demonstrating that it is a signatory to the appropriate Craft Master Labor Agreement for the services under this Purchase Order;

c. Paying workers under this Purchase Order the prevailing rate of wage for an hour's work as determined by the State of Oregon Bureau of Labor and Industries or the wage for an hour's work set forth in the Labor Agreement for the particular job, whichever is higher; or

d. Submitting other reliable proof that the wage and benefit package paid to workers described in Section 14.a. and employed under this Purchase Order is equal to or better than the wage and benefit package provided to comparable workers under the Labor Agreement.

Contractor agrees to provide information that District or the DCU may reasonably request to demonstrate Contractor's compliance with this Section 14.

15. Hazardous Materials. Contractor shall notify District before using any products containing hazardous materials to which District employees, students, or the general public may be exposed. Products containing hazardous materials are those products defined by Oregon Administrative Rules, Chapter 437. Upon District request, Contractor must immediately provide Material Safety Data Sheets to District for all materials subject to this provision.

16. Errors. Contractor shall perform any additional work necessary to correct Contractor errors in the services it performs under this Purchase Order and shall do so without undue delays or additional cost to District.

17. Access to Records; Contractor Financial Records. Contractor agrees that District and its authorized representatives are entitled to review all Contractor books, documents, papers, plans, and records, electronic or otherwise ("Records"), directly pertinent to this Purchase Order for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain all Records, fiscal and otherwise, directly relating to this Purchase Order in accordance with generally accepted accounting principles so as to document clearly Contractor's performance. Following final payment and termination of this Purchase Order, Contractor shall retain and keep accessible all Records for a minimum of three years, or such longer period as may be required by law, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Purchase Order, whichever date is later.

18. Ownership of Work Products. Contractor agrees that any and all goods or services provided by or developed for District are intended as "works made for hire" by Contractor for District. As a work made for hire, all work products (including intellectual property) created by the Contractor, as part of Contractor's performance under this Purchase Order shall be the exclusive property of the District. If any such work products contain Contractor's intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants District a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. *District claims no right to any pre-existing work product of Contractor provided to District by Contractor in the performance of this Purchase Order, except to copy, use, or re-use any such work product for District use only.*

19. Work Performed on District Property. Contractor shall comply with the following:

a. **Identification:** When performing work on District property, Contractor shall be in appropriate work attire (or uniform, if applicable) at all times. If Contractor does not have a specific uniform, then Contractor shall provide identification tags and/or any other mechanism the District in its sole discretion determines is required to easily identify Contractor. Contractor and its employees shall (i) display on their clothes the above-mentioned identifying information and (ii) carry photo identification and present it to any District personnel upon request. If Contractor cannot produce such identification or if the identification is unacceptable to District, District may provide at its sole discretion, District-produced identification tags to Contractor, costs to be borne by Contractor.

b. **Sign-in Required:** As required by schools and other District locations, each day Contractor's employees are present on District property, those employees must sign into the location's main office to receive an in-school identification/visitors tag. Contractor's employees must display this tag on their person at all times while on District property. c. **No Smoking:** All District properties are tobacco-free zones; Contractor is prohibited from using any tobacco product on District property.

d. **No Drugs:** All District properties are drug-free zones as enforced by the Portland Police Bureau.

e. **No Weapons or Firearms:** Except as provided by statute and District policy, all District properties are weapons- and firearms-free zones; Contractor is prohibited from possessing on its persons or in its vehicles any weapons or firearms while on District property.

20. When Work is Performed in or on School Sites. Contractor shall comply with the following:

a. **Unsupervised Contact with Students:** This provision is required by statute. "Unsupervised contact" with students means contact that provides the person opportunity and probability for personal communication or touch with students when not under direct District supervision. As required by ORS 326.603, Contractor shall ensure that Contractor, any subcontractors, and their officers, employees, and agents will have no direct, unsupervised contact with students while on District property. Contractor will work with District to ensure compliance with this requirement. If Contractor is unable to ensure through a security plan that none of its officers, employees, or agents or those of its subcontractors will have direct, unsupervised contact with students in a particular circumstance or circumstances, then Contractor shall notify District before beginning any work that could result in such contact. Contractor authorizes District to obtain information about Contractor and its history and to conduct a criminal background check, including fingerprinting, of any Contractor officers, employees, or agents who will have unsupervised contact with students. Contractor shall cause its employees and/or subcontractors, if any, to authorize District to conduct these background checks. Contractor shall pay all fees assessed by Oregon Department of Education for processing the background check. District may deduct the cost of such fees from a progress or final payment to Contractor under this Purchase Order, unless Contractor elects to pay such fees directly.

b. Confidentiality; FERPA Re-disclosure. Family Education Rights and Privacy Act (“FERPA”) prohibits the re-disclosure of confidential student information. Except in very specific circumstances, Contractor shall not disclose to any other party without prior consent of the parent/guardian any information or records regarding students or their families that Contractor may learn or obtain in the course and scope of its performance of this Purchase Order. Any re-disclosure of confidential student information must be in compliance with the re-disclosure laws of FERPA. Contractor is not to re-disclose information without prior written notification to and written permission of Portland Public Schools. If Portland Public Schools grants permission, Contractor is solely responsible for compliance with the re-disclosure under §99.32(b). Consistent with FERPA’s requirements, personally identifiable information obtained by Contractor in the performance of this Purchase Order must be used only for the purposes identified in this Purchase Order.

c. Child Abuse Reporting Act. Contractor shall comply with the child abuse reporting law (ORS 491B.005 through 491B.050) as if Contractor were a mandatory abuse reporter. Contractor shall immediately report to the proper state or law enforcement agency circumstances supporting reasonable cause to believe that any child has been abused. Contractor shall report to the Principal or designated school authority the circumstances supporting reasonable cause to believe that any child has been abused.

21. Employee Removal. At District’s request, Contractor shall immediately remove any Contractor employee from all District properties in cases where the District in its sole discretion determines that removal of that employee is in the District’s best interests.

22. Security. Any disclosure or removal of any District matter or property by Contractor shall be cause for immediate termination of this Purchase Order. Contractor shall bear sole responsibility for any liability including, but not limited to attorney fees, resulting from any action or suit brought against District because of Contractor’s willful or negligent release of information, documents, or property contained in or on District property. District hereby deems all information, documents, and property contained in or on District property privileged and confidential.

23. Compliance with Applicable Law. For the services provided under this Purchase Order, Contractor shall comply with all federal, state, and local laws applicable to public contracts and the work done under this Purchase Order, and with all regulations and administrative rules established pursuant to those laws.

24. Indemnification. Contractor shall defend, indemnify, and hold harmless (“Indemnification”) District, its officers, directors, employees, and agents from and against all liabilities, losses, expenses, claims, actions, or judgments (including attorney fees) recovered or made against District for any damage, injury, or death to persons or damage to property caused by the negligent or intentional acts or omissions of Contractor, its officers, employees, agents, or subcontractors related to Contractor’s performance under this Purchase Order. Contractor’s Indemnification extends to conditions created by this Purchase Order or based upon violation of any statute, ordinance, or regulation. This provision is in addition to any common law or statutory liability and indemnification rights available to District. Contractor’s Indemnification of District shall not apply to damage, injury, or death caused by the negligent actions of District, its officers, directors, employees, or agents. District must promptly notify Contractor in writing of any such claim or demand to indemnify and shall cooperate with Contractor in a reasonable manner to defend such claim.

25. Insurance. At all times while providing services under this Purchase Order, Contractor shall maintain in force at Contractor’s expense insurance coverage at least equal to the value of this Purchase Order and the following insurance coverage(s), as applicable:

a. Workers’ Compensation. As required by ORS 656.017, subject employers shall provide workers’ compensation coverage in accordance with ORS Chapter 656 for all subject workers. Contractor and all subcontractors of Contractor with one or more employees shall have this insurance unless exempt under ORS 656.027. Contractors that are statutory subject employers shall submit a certificate of insurance to District showing proof of coverage.

b. Professional Liability / Errors & Omissions (E&O). If Contractor is providing services that require a state license (including, but not limited to, accounting, architectural, auditing, dental, legal, medical, and psychiatric), then Contractor shall maintain professional liability / E&O insurance coverage of at least \$1,000,000 for each claim, incident, or occurrence, and at least \$2,000,000 annual aggregate coverage. This policy shall provide extended reporting period coverage for claims made within two years after this Purchase Order is completed or otherwise terminated according to its terms.

c. General Liability. Contractor shall maintain general liability insurance coverage of at least \$1,000,000 for each claim, incident, or occurrence, and at least \$2,000,000 annual aggregate coverage.

d. Motor Vehicle Liability. If Contractor is providing services that require Contractor to transport District personnel, students, or property, then in addition to any legally required insurance coverage, Contractor shall maintain motor vehicle liability insurance of at least \$1,000,000 for each claim, incident, or occurrence.

e. Additional Requirements. All insurance coverage shall be provided by an insurance company having an A.M. Best rating of at least A- and/or licensed to do business in Oregon. Contractor alone is responsible for paying all deductibles and retentions. A cross-liability clause or separation of insureds condition shall be included in all general liability policies required by this Purchase Order. Contractor’s coverage shall be primary in the event of loss.

f. Certificate of Insurance. Upon District request, Contractor shall furnish to District a current certificate of insurance for each of the above coverages within 48 hours of District request. Each certificate must state the relevant deductible or retention level. For general liability coverage, the certificate must state that District, its agents, officers, and employees are additional insureds with respect to Contractor’s services provided under this Purchase Order. The certificate must specify an additional insured endorsement, and Contractor shall attach a copy of the endorsement to the certificate. If requested by District, Contractor shall also provide complete copies of insurance policies to District.

26. Waiver; Severability. Waiver of any default or breach under this Purchase Order by District does not constitute a waiver of any subsequent default or a modification of any other provisions of this Purchase Order. If any term or provision of this Purchase Order is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Purchase Order did not contain the particular term or provision held invalid.

27. Controlling Law; Venue. The parties agree that Oregon law will govern any dispute related to this Purchase Order and to conduct any litigation arising out of the Purchase Order in courts located in Multnomah County, Oregon.

28. Merger Clause. This Purchase Order and any attached exhibits constitute the entire agreement between the parties. All understandings and agreements between the parties and representations by either party concerning this Purchasing Order are contained in this Purchase Order. No waiver, consent, modification or change in the terms of this Purchase Order shall bind either party unless in writing signed by both parties. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

29. Non-discrimination Clause. Both parties agree that no person shall be subject to unlawful discrimination based on race; national or ethnic origin; color; sex; religion; age; sexual orientation; gender expression or identity; pregnancy; marital status; familial status; economic status or source of income; mental or physical disability or perceived disability; or military service in programs, activities, services, benefits, or employment in connection with this Purchase Order. The parties further agree not to discriminate in their employment or personnel policies.

29. Force Majeure; Suspension of Work; Compensation. A party to this Contract shall not be held responsible for delay or default due to Force Majeure acts, events or occurrences unless they could have been avoided by the exercise of reasonable care, prudence, foresight, and diligence by that party. In the event of a Force Majeure act, event, or occurrence:

a. District may terminate this Contract upon written notice after determining that delay or default caused by Force Majeure acts, events or occurrences will reasonably prevent successful performance of the Contract; or

b. District may suspend portions of or all of the Work upon written notice.

When a suspension is required by reason of Force Majeure, through no fault of Contractor or the District, neither party owes the other for the impact of the suspension.



PORTLAND PUBLIC SCHOOLS, SCHOOL DISTRICT NO. 1J, MULTNOMAH COUNTY, OREGON PURCHASE ORDER (PO) TERMS AND CONDITIONS FOR FEDERAL EXPENDITURES

The following terms apply to this purchase order because federal funds will be used to pay for at least part of the purchase order. If any term conflicts with any term in the body of the purchase order, this document will control.

1. **Remedies.** In addition to the remedies explicitly set forth in the body of the purchase order, District may exercise all rights or remedies available at law, in equity, or otherwise in the event of any breach by Contractor.
2. **Termination.** District may terminate the purchase order for cause or for convenience.
3. **Nondiscrimination; Equal Employment Opportunity.** If the purchase order involves “construction work” as defined in 41 CFR Part 60-1.3, then Contractor must:
 - a. Not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor must take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. This action includes but is not limited to the following:
 - 1) Employment, upgrading, demotion, or transfer;
 - 2) Recruitment or recruitment advertising;
 - 3) Layoff or termination;
 - 4) Rates of pay or other forms of compensation; and 5) Selection for training, including apprenticeship.Contractor must post in conspicuous places that are accessible by employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause;
 - b. State in all solicitations or advertisements for employees placed by or on behalf of Contractor that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin;
 - c. Not discharge or in any other manner discriminate against any employee or applicant for employment because the employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision, however, does not apply to instances in which an employee who has access to the compensation information of other employees or applicants as part of the employee’s essential job functions discloses the compensation of other employees or applicants to individuals who do not otherwise have access to the information, unless the disclosure is in response to a formal complaint or charge and in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor’s legal duty to furnish this information;
 - d. Send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers’ representatives of Contractor’s commitments under this Section 3.d. Contractor must post copies of the notice in conspicuous places that are accessible by employees and applicants for employment;
 - e. Comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, or relevant orders of the Secretary of Labor, and furnish all information or reports required by or pursuant to them. Contractor must also permit access to its books, records, or accounts by the administering agency and the Secretary of Labor for purposes of ascertaining compliance with these rules, regulations, or orders; and
 - f. Include the requirements of this Section 3 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that these requirements will be binding on each subcontractor or vendor. Contractor must take any action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing these requirements, including sanctions for noncompliance. If Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of direction by the administering agency, then Contractor may request that the United States enter into the litigation to protect the interests of the United States.

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In the event that Contractor does not comply with any nondiscrimination clause under these terms and conditions or the purchase order, District may cancel, terminate, or suspend the purchase order in whole or in part and Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965. Additional sanctions may be imposed and remedies invoked as provided in that executive order; by rule, regulation, or order of the Secretary of Labor; or as otherwise provided by law.

4. **Prevailing Wages.** If the purchase order is for a prime construction for more than \$2,000, then Contractor must comply with the Davis-Bacon Act (40 USC §§ 3141 to 3148), as supplemented by 29 CFR Part 5. These requirements include but are not limited to:
 - a. Paying prevailing wages to laborers and mechanics in accordance with wage determinations made by the Secretary of Labor;
 - b. Paying wages at least once every week; and
 - c. Complying with the Copeland “Anti-Kickback” Act (40 USC § 3145), as supplemented by the regulations set forth in 29 CFR Part 3, which prohibits Contractor from inducing any person employed on the construction work to give up any compensation to which that employee is entitled.
 - d. If indicated on the purchase order, payment of State of Oregon prevailing wages under ORS 279C.800 to .870 is also required. Contractor shall pay the higher of the applicable state or federal prevailing rate of wage.
5. **Overtime Pay; Safety.** If the purchase order involves employment of mechanics or laborers and is for more than \$100,000, then Contractor must comply with 40 USC §§ 3702 and 3704, as supplemented by 29 CFR Part 5. These requirements include but are not limited to:
 - a. Paying each laborer or mechanic one and a half times the basic rate of pay for all hours that the laborer or mechanic works in excess of 40 hours in any one week; and
 - b. Not requiring any mechanic or laborer to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to health or safety.

- 6. Rights to Inventions.** If the purchase order is a “funding agreement” as defined under 37 CFR § 401.2 and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work under the funding agreement, then the funding recipient or subrecipient must comply with the requirements of 37 CFR Part 401 and any additional implementing regulations.
- 7. Environmental Compliance.** If the purchase order is for more than \$150,000, then the parties must comply with the Clean Air Act (42 USC §§ 7401 to 7671q) and the Federal Water Pollution Control Act (33 USC §§ 1251 to 1387), including all applicable standards, orders, or regulations issued under these Acts.
- 8. Prohibited Contract Awards.** In accordance with 2 CFR Part 180, no contract relating to the purchase order may be made with any party included on the list of government-wide exclusions in the System for Award Management.
- 9. Anti-Lobbying.** If the purchase order is for more than \$100,000, any contractor that applies or bids for an award relating to the Contract must file the certification required by 31 USC § 1352, certifying that the contractor has not and will not appropriate federal funds to pay any person or organization influencing or attempting to influence an officer or employees of the federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining a contract, grant, or other award covered by 31 USC § 1352 involving federal funds. The contractor must also disclose any lobbying with nonfederal funds that takes place in connection with obtaining an award of federal funds.
- 10. Procurement of Recovered Materials.** The parties must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include but are not limited to:
 - a.** If the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000, procuring only items designated in 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition;
 - b.** Procuring solid waste management services in a manner that maximizes energy and resource recovery; and
 - c.** Establishing an affirmative procurement program for procurement of recovered materials identified in Environmental Protection Agency guidelines.