

CITY OF PORTLAND
PRICE AGREEMENT FOR
SHELTER VILLAGE HOUSING AND HYGIENE UNITS

Contract Number: 31002219

As authorized by Ordinance 190525 and PCC 5.33, this “Contract” is made effective on April 1, 2022 (“Effective Date”) by and between the City of Portland (“City”), a municipal corporation of the State of Oregon, and Stanley Tiny Homes, LLC (“Contractor”), a(n) Oregon corporation, by and through their duly authorized representatives. This Contract may refer to the City and Contractor individually as a “Party” or jointly as the “Parties.”

The initial Term of this Contract shall be from the Effective Date through March 31, 2027. The total not-to-exceed amount under this Contract for the initial Term shall be \$1,500,000.00.

Party contacts and Contractor’s and City’s Project Manager for this Contract are:

For City of Portland:	For Contractor:
Name: Chariti Montez	Name: Nate Stanley
Title: Commissioner’s Senior Staff Rep	Title: Founder
Address: 1120 SW 5 th Ave	Address: 2617 SE 35 th Place
City, State: Portland, Oregon 97204	City, State: Portland, OR 97202
e-mail: chariti.l.montez@portlandoregon.gov	e-mail: nate@stanleytinyhomes.com
Copy to: Jeff Blade	Copy to:
Procurement Services	
1120 SW 5 th Ave.	
Portland OR 97204	
jeff.blade@portlandoregon.gov	

Scope and Consideration

- (a) Contractor shall perform the Services and provide the Deliverables set forth in the Statement of Work by the due dates specified in the Contract.
- (b) Payments shall be made to Contractor according to the schedule identified in Exhibit A, the Contractor’s Price.
- (c) Contract Not Exclusive. The City may, but is not required to, purchase any Goods or Services within the scope of this Contract. Good or Services will be requested on an as-needed basis, and there is no guarantee of a minimum or maximum quantity. This Contract does not create an exclusive relationship between the City and Contractor, and the City retains the right to purchase the same or similar goods or services from other providers.

Recitals:

WHEREAS, to further its government operations, the City of Portland desires to purchase temporary sleeping units and service structures; and

WHEREAS, the City issued Request for Proposal (RFP) #00001818 for Shelter Village Housing and Hygiene Units; and

WHEREAS, Contractor, in its Proposal dated February 14, 2022 and submitted in response to the City's RFP represented that it has the knowledge, experience, and expertise in manufacturing temporary shelter units; and

WHEREAS, the City selected Contractor based on its Proposal;

THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1 DEFINITIONS (11/18)

General Definitions. (11/18) These definitions apply to the entire Contract, subsequent Amendments, and any Change Orders, unless modified in an Amendment. If any definition contains a substantive provision conferring rights and/or obligations upon a Party, then effect shall be given to the substantive provision.

"Acceptance" (11/18) means the Deliverable demonstrates to the City's satisfaction that the Deliverable conforms to and operates according to the Acceptance Criteria, and if required, has successfully completed Acceptance Testing, and for Deliverables not requiring Acceptance Testing that the Deliverable conforms to the Acceptance Criteria or the City's Specifications.

"Acceptance Certificate" (11/18) means a written instrument by which the City notifies Contractor that a Deliverable has been Accepted or Accepted with exceptions, and Acceptance Criteria have been met or waived, in whole or in part.

"Acceptance Criteria" (11/18) means functionality and performance requirements determined by the City, based upon the Specifications, which must be satisfied prior to City's Acceptance of a Deliverable. City and Contractor shall agree upon written Acceptance Criteria.

"Acceptance Date" (11/18) means the date on which the City issues an Acceptance Certificate for the Deliverable(s).

“Acceptance Test” (11/18) means the evaluation and testing method, procedures, or both, that are used to determine whether or not a Deliverable requiring Acceptance Testing performs in accordance with the Acceptance Criteria.

“Affiliates” (11/18) means, for Contractor, any individual, association, partnership, corporation or other entity controlling, controlled by, or under common control. The term “control” means the power to direct or cause the direction of the management and policies of an individual or entity, whether through the ownership of voting securities, by contract, agreement or otherwise.

“Amendment” (12/18) means a written document required to be signed by both Parties when in any way altering the Master Terms and Conditions of the Contract, Contract amount, or substantially altering a Statement of Work.

“Business Day” (11/18) means a twenty-four hour day, excluding weekends and City holidays, beginning at midnight and ending at midnight twenty-four hours later.

“Calendar Day” (11/18) means a twenty-four hour day, including weekdays, weekends and holidays, beginning at midnight and ending at midnight twenty-four hours later.

“Change Order” (12/18) means a document, agreed and signed by both Parties, that changes an existing Statement of Work. Change Orders cannot change Contract amount or Master Terms and Conditions.

“COBID Certified” means an entity certified by the State of Oregon Certification Office for Business Inclusion and Diversity.

“Confidential Information” (06/20) means any information that is disclosed in written, graphic or machine-recognizable form and is marked or labeled at the time of disclosure as being Confidential or its equivalent, or, if the information is in verbal or visual form, it is identified as Confidential or proprietary at the time of disclosure, or a reasonable time thereafter. Information shall always be considered Confidential Information, whether or not it is marked or identified as such, if it is described by one or more of the following categories: (1) non-public financial, statistical, personnel, human resources data or Personally Identifiable Information as described in the Oregon Consumer Information Protection Act; (2) business plans, negotiations, or strategies; (3) unannounced pending or future products, services, designs, projects or internal public relations information; (4) trade secrets, as such term is defined by ORS 192.345(2) and the Uniform Trade Secrets Act ORS 646.461 to 646.475; (5) information which is exempt from disclosure per Oregon Public Records Law; (6) attorney/client privileged communications; (7) information which is exempt per federal laws (including but not limited to copyright, HIPAA); and (8) information relating to or embodied by designs, plans, configurations, specifications, programs, or systems including without limitation, data and information systems, any software code and related materials and processes, Customizations, Configurations, Updates, Upgrades; and any Documentation. Confidential Information does not include any information that: is or becomes publicly known through no wrongful or negligent act of the receiving Party; is already lawfully known to the receiving Party without restriction when it is disclosed; is, or subsequently becomes, rightfully

and without breach of this Contract or any other agreement between the Parties or of any applicable protective or similar order, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party, as shown by reasonable written documentation, without breach of this Contract; or is explicitly approved for release by written authorization of the disclosing Party.

“Contract” (11/18) means the Master Terms and Conditions including all exhibits, attachments and schedules and their constituent parts listed in the Order of Precedence or incorporated by reference.

“Deliverable(s)” (11/18) means the Goods, Services, Documentation or documents or tangible work products described in the Statement of Work to be provided to the City by Contractor under this Contract.

“Documentation” (11/18) means user manuals and other written materials in any form that describe the features or functions of the Goods and Services, including but not limited to published specifications, online instructions and help, marketing materials, technical manuals, and operating instructions provided by Contractor to the City, or readily available to the public, or as required to be produced by Contractor subject to the terms of this Contract.

“Equipment” (11/18) means any hardware, machinery, device, tool, including add-ons, or peripherals of tangible form together with the necessary supplies for upkeep and maintenance, and other apparatus necessary for the proper implementation and operation of the Goods or Services to be provided to the City by Contractor under this Contract.

“Defect” (11/18) means any error, problem, condition, bug, or other partial or complete inability of a Service, Good or component thereof, to operate in accordance with the applicable Specifications.

“Force Majeure Event” (8/20) means, with respect to a Party, any event or circumstance, regardless of whether it was foreseeable, that was not caused by that Party and that prevents a Party from complying with any of its obligations under this Contract, except that a Force Majeure Event will not include a strike or other labor unrest that affects only one Party, an increase in prices, or a change in law.

“Good(s)” (11/18) means the items provided by Contractor to the City under this Contract, as outlined in the Statement of Work.

“Intellectual Property Rights (IPR)” (11/18) means any patent rights, copyrights, trade secrets, trade names, service marks, trademarks, trade dress, moral rights, know-how and any other similar rights or intangible assets to which rights of ownership accrue, and all registrations, applications, disclosures, renewals, extensions, continuations, or reissues of the foregoing now or hereafter in force.

“Manufacturer’s Warranty” (11/18) means a written statement to the City from Contractor, or passed through Contractor from a third party, that one or more Goods provided by Contractor will operate at the required Specifications, functionality and performance level.

“Manufacturer’s Warranty Period” (11/18) means the time period during which a Manufacturer’s Warranty is valid and enforceable by the City.

“Master Terms and Conditions” (11/18) means the body of text from the preamble through the signature page of this Contract.

“Material Breach” (11/18) means any breach of this Contract that causes, caused, or may cause substantial harm to the non-breaching Party or substantially deprives the non-breaching Party of the benefit it reasonably expected under this Contract.

“Personally Identifiable Information (PII)” (06/20) means information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context, as described in the Oregon Consumer Information Protection Act.

“Project” (12/20) means the overall delivery of the Goods and all related Services including any Deliverables any of which Contractor may be providing in whole or in part.

“Proposal” (11/18) means Contractor’s response to the City’s RFP referenced in the recitals above.

“Purchase Order” (12/20) means a purchasing document provided by the City to Contractor containing the specific details of an individual order, including order quantities, unit prices, delivery locations, and an address for invoicing.

“Repair(s)” (11/18) means to fix or replace the Deliverables, or a component thereof, to eliminate Defects to the City’s satisfaction.

“Services” (11/18) means both ordinary and professional services performed by Contractor under this Contract.

“Specifications” (12/20) means the most current cumulative statement of capabilities, functionality, and performance requirements for the Deliverables and their components as set out in the Acceptance Criteria, Change Orders, the Statement of Work, Documentation, Contractor’s Proposal, and the City’s Request for Proposals.

“Statement of Work” (SOW) (8/20) means the written detailed specifications of the Goods(s) and Services(s) to be delivered to the City by Contractor, subject to the terms and conditions of this Contract.

“Subcontractor” (11/18) means any person or entity under the control of Contractor, other than an employee of Contractor, utilized by Contractor to perform all or part of this Contract.

“Term” (11/18) means the period of time that this Contract is in effect as stated on page one.

“Warranty Period” (12/20) means a period not less than one (1) year from Acceptance of the Goods or Services or Contractor’s standard warranty term, whichever is longer.

SECTION 2 ORDER OF PRECEDENCE

2.1 Order of Precedence. (09/17) In the event there is a conflict or ambiguity between the terms and conditions of one portion of this Contract with another portion of this Contract, the conflict or ambiguity will be resolved in accordance with the order of precedence below. This order of precedence designates which portion of the Contract takes precedence over the other for purposes of interpretation. Contractor’s hyperlinks contained herein will not supersede or alter the Master Terms and Conditions. For the avoidance of doubt, no other terms and conditions will override the Parties’ obligations in the Confidentiality, Indemnification, or Choice of Law provisions in these Master Terms and Conditions. In this Contract the order of precedence shall be:

1. Amendments
2. Master Terms and Conditions
3. Change Orders
4. Exhibit A, Contractor’s Price
5. Exhibit B, Statement of Work
6. Exhibit C, Contractor’s Proposal
7. Exhibit E, Federal Requirements and Certifications

SECTION 3 GENERAL AND ADMINISTRATIVE PROVISIONS

3.1 Term. (09/17) This Contract shall begin on the Effective Date and end upon the expiration date set forth on page one of this Contract unless terminated or extended under the applicable Contract provisions.

3.2 Point of Contact. (06/20) Contractor shall be the sole point of contact for the City with regard to this Contract and the Deliverables.

3.2.1 Written Notifications. (10/18) All notices to, and other written communication between the Parties shall be deemed received five (5) Business Days after being sent by first class mail, or upon receipt when sent by courier services, or by e-mail. All notices and written communications shall be sent to the Parties set forth on page 1 of the Contract, or to such other places as they may designate by like notice from time to time. Each Party shall provide written notice of any changes to the Party’s contacts within thirty (30) Calendar Days.

3.3 Changes to Contract.

- 3.3.1 Amendment of the Contract. (06/19) Any changes to the provisions of this Contract shall be in the form of an Amendment. No provision of this Contract may be amended unless such Amendment is approved as to form by the City Attorney and executed in writing by authorized representatives of the Parties. If the requirements for Amendment of this Contract as described in this section are not satisfied in full, then such Amendments automatically will be deemed null, void, invalid, non-binding, and of no legal force or effect.
- 3.3.2 Change Orders to a Statement of Work. (12/18) The City and Contractor can agree to make changes, at any time to a Statement of Work in the form of a Change Order. Contractor agrees to timely alter the delivery of Goods or Services accordingly. If such changes materially increase or decrease Contractor's obligations, the Parties shall execute an Amendment to the Contract, and if the amount of such adjustment is not calculable as a function of hours or tasks, the Parties shall negotiate in good faith a modified amount.
- 3.4 Delivery. (12/20) Contractor shall ship Goods freight and insurance prepaid; free on board ("FOB") the City's designated location at the time indicated herein. Shipments will be complete and partial shipments will be avoided unless the City agrees in writing to the partial shipment in advance of such a shipment. The risk of loss or damage in transit shall be upon Contractor until the Deliverable is received by the City at the delivery site. Delivery of Goods shall not be deemed to be complete and title to Goods shall not pass to the City until an Acceptance Certificate has been issued by the City.
- 3.4.1 Delivery Schedule. (09/17) Contractor shall use best efforts to deliver Good(s) and/or Services(s) on time, in accordance with the scheduled delivery date as set forth in this Contract or an individual, Statement of Work or Change Order.
- 3.4.2 Time is of the Essence. (06/19) The Parties agree that time is of the essence as to the delivery of Deliverables and performance of Services under this Contract. By executing this Contract and accepting the Statement of Work, Contractor agrees that the time limits specified in the Statement of Work are reasonable. By accepting late or otherwise inadequate performance of Contractor's obligations, the City will not waive its rights to require timely performance of Contractor's obligations thereafter.
- 3.4.3 Late Delivery. (06/19) In the event that any specified delivery date is not met, Contractor shall be liable for any loss, expense, or damage resulting from delay in delivery or failure to deliver Goods or provide Services which is due to any cause except a Force Majeure Event. In the event of delay due to any such cause, the City may obtain substitute Goods or Services from another source and bill all additional costs directly to Contractor who shall remain financially liable for all additional acquisition costs.
- 3.4.4 Best Efforts. (06/19) Contractor shall use best efforts to minimize any delay in the provision of Goods, Deliverables or performance of Services. If Contractor anticipates any delay that may

prevent timely performance of Contractor's obligations under this Contract, Contractor shall promptly notify the City, including the anticipated length of the delay, the cause of the delay, measures proposed or taken to prevent or minimize the delay, and the timetable for implementation of such measures.

3.4.5 Cancellation and Reschedule. (08/19) Unless otherwise set forth in Exhibit A, Contractor's Price or Exhibit B, the Statement of Work, the City reserves the right to cancel or reschedule any order without penalty or charge, by giving written notice to Contractor at any time in advance of scheduled ship date.

3.4.6 Lead Time. (08/19) Lead time for Goods shall be no longer than the lead time set forth in the Statement of Work.

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3.5 Access to City Facilities (11/20) Contractor agrees that Contractor's physical or remote access to the City facilities shall be subject to the security interests and health controls necessary to protect public property, City employees and the public. The City shall not be liable for any delays necessary in granting Contractor access to any portion of the facilities or systems.

3.6 Payment. (09/17) Payment(s) shall be in accordance with the payment schedule set forth in Exhibit A: Contractor's Price.

3.6.1 Payment shall be issued by the City net thirty (30) Calendar Days from receipt of a complete and acceptable invoice from Contractor. Contractor invoices must contain Contractor's name and address; invoice number; date of invoice; Contract number and date; description of Goods and/or Services; quantity, unit price, (where appropriate), and total amount; City-required reporting, if any, and the title and phone number of the person to whom payment is to be sent. The City may stipulate how line items are entered on an invoice to ensure compatibility with the City's accounting and financial systems and to facilitate payment to Contractor.

3.6.2 The City makes payments via electronic fund transfers through the Automated Clearing House (ACH) network. To initiate payment of invoices, Contractor shall execute the City's standard ACH Vendor Payment Authorization Agreement. Upon verification of the data provided, the ACH Vendor Payment Authorization Agreement will authorize the City to deposit payment directly into specified Contractor accounts with specified financial institutions. All payments shall be made in United States currency.

3.7 Payment of Taxes/Contractor Shall Withhold. (09/17) Contractor shall, at its own expense, timely (a) pay all salaries, wages, and other compensation to its employees; (b) withhold, collect, and pay all applicable federal, state, and local income taxes (domestic or foreign), FICA, Medicare, unemployment insurance and any other taxes or charges in connection with its employees; and (c) provide and pay for workers compensation insurance and any statutory or fringe benefits to employees. Contractor shall be solely responsible for all such obligations for its employees.

Contractor shall also ensure that any Subcontractor shall comply with the foregoing obligations for its employees. The City shall have no duty to pay or withhold such obligations.

3.8 Records and Audits (06/19)

- 3.8.1 Records Retention. (06/19) Contractor shall maintain current financial records in accordance with Generally Accepted Accounting Principles (GAAP). Contractor agrees to maintain and retain and retain all financial records, supporting documents, statistical records and all other records pertinent to this Contract during the term of this Contract and for a minimum of six (6) years after the expiration or termination date of this Contract or until the resolution of all audit questions or claims, whichever is longer.
- 3.8.2 City Audits. (06/19) The City, either directly or through a designated representative, may conduct financial and performance audits of the billings and Goods or Services at any time in the course of the Contract and during the records retention period listed above. Audits shall be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States Government Accountability Office.
- 3.8.3 Access to Records. (06/19) The City may examine, audit and copy Contractor's books, documents, papers, and records relating to this Contract at any time during the records retention period listed above upon reasonable notice. Copies of applicable records shall be made available upon request.
- 3.9 Overpayment. (09/17) If an audit discloses that payments to Contractor were in excess of the amount to which Contractor was entitled, then Contractor shall repay the amount of the excess to the City. Under no circumstances will the payment of previous invoices constitute an acceptance of the charges associated with those invoices.
- 3.10 Independent Contractor. (09/17) Contractor is independent of the City and, accordingly, this Contract is not entered into as a joint venture, partnership, or agency between the Parties. No employment or agency relationship is or is intended to be created between the City and any individual representing Contractor. Employees of Contractor and any authorized Subcontractors shall perform their work under this Contract under Contractor's sole control.
- 3.11 Termination. (06/19) The following conditions apply to termination of this Contract.
- 3.11.1 Termination by City. The City, on thirty (30) Calendar Days' written notice to Contractor, may terminate this Contract for any reason in the City's sole discretion. In the event of such termination, the City shall pay to Contractor the portion of the not-to-exceed price attributable to all Deliverables Accepted or Services performed and Accepted through the effective date of the termination.

- 3.11.2 Mutual Agreement. (09/17) The City and Contractor, by mutual written agreement, may terminate this Contract at any time.
- 3.11.3 Material Breach. (09/17) Either Party may terminate this Contract in the event of a Material Breach of this Contract by the other. Prior to such termination, however, the Party seeking the termination shall give to the other Party written notice to cure the Material Breach and of the Party's intent to terminate. If the Party has not entirely cured the Material Breach within thirty (30) Calendar Days of the notice, then the Party giving the notice shall have the option to: (a) terminate this Contract by giving a written notice of termination, (b) seek any remedies in this Contract, in law, or at equity, to the extent not otherwise limited by the terms of this Contract, or (c) any combination thereof.
- 3.11.4 Force Majeure. (09/17) Either Party may terminate this Contract due to a Force Majeure Event as set forth in Section 5.13, Force Majeure.
- 3.11.5 Bankruptcy. (09/17) The City may terminate this Contract if Contractor: (a) becomes insolvent, makes a general assignment for the benefit of creditors; (b) suffers or permits the appointment of a receiver for its business or assets; (c) becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, and such proceeding has not been dismissed within a sixty (60) Calendar Day period; or (d) has wound up or liquidated, voluntarily or otherwise.
- 3.11.6 Ownership Upon Termination. In the event of termination all of Contractor's Work Product to date shall be delivered to the City, and it will become and remain property of the City.
- 3.12 Void Assignment. (09/20) In the event that Contractor assigns its obligations under this Contract to a third party in a manner other than as set forth in Section 5.8, Assignment, the City shall have the option to terminate this Contract without any notice or cure period or further obligation to Contractor or the assignee, and promptly receive a refund for fees paid for Goods delivered and/or Services performed by the third party.
- 3.13 Waiver. (09/17) No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach of this Contract. The failure of either Party to insist upon any of its rights under this Contract upon one or more occasions, or to exercise any of its rights, shall not be deemed a waiver of such rights on any subsequent occasions.
- 3.14 Severability. (09/17) Any section of this Contract which is held or declared void, invalid, illegal or otherwise not fully enforceable shall not affect any other provision of this Contract and the remainder of this Contract shall continue to be binding and of full force and effect. This Contract shall be binding upon and inure to the benefit of the City and its successors and assigns.

- 3.15 Business Tax Registration. (09/17) Contractor shall register for a City of Portland business license as required by Chapter 7.02 of the Code of the City of Portland prior to execution of this Contract. Additionally, Contractor shall pay all fees or taxes due under the Business License Law and the Multnomah County Business Income Tax (MCC Chapter 12) during the full term of this Contract. Failure to be in compliance may result in payments due under this Contract to be withheld to satisfy amount due under the Business License Law and the Multnomah County Business Income Tax Law.
- 3.16 EEO Certification. (09/17) Contractor shall be certified as an Equal Employment Opportunity Affirmative Action Employer as prescribed by Chapter 5.33.076 of the Code of the City of Portland and maintain its certification throughout the term of this Contract.
- 3.17 Non-Discrimination in Benefits. (09/17) Throughout the term of this Contract, Contractor shall provide and maintain benefits to its employees with domestic partners equivalent to those provided to employees with spouses as prescribed by Chapter 5.33.077 of the Code of the City of Portland.
- 3.18 Sustainability. (09 /20) Pursuant to the City's Sustainable City Principles, which direct City Bureaus to pursue long-term social equity, environmental quality, and economic vitality through innovative and traditional mechanisms, Contractor is encouraged to incorporate these Principles into its scope of work with the City wherever possible. Therefore, in accordance with the Principles and the City's Sustainable Procurement Policy, it is the policy of the City of Portland to encourage the use of Goods or Services that help to minimize the human health and environmental impacts of City operations. Contractor is encouraged to incorporate environmentally preferable Goods or Services into its work performance wherever possible. "Environmentally preferable" means Goods or Services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the Good or Service.
- 3.19 Packaging. (09/17) All packaging should be minimized to the maximum extent possible without compromising product quality. The City encourages packaging that is reusable, readily recyclable in local recycling programs, is made from recycled materials, and/or is collected by Contractor for reuse/recycling.
- 3.20 Contract Not Exclusive (09/20) The City may, but is not required to, purchase any Goods or Services within the scope of this Contract. Goods or Services will be requested on an as-needed basis, and there is no guarantee of a minimum or maximum quantity. This Contract does not create an exclusive relationship between the City and Contractor, and the City retains the right to purchase the same or similar Goods or Services from other providers. Payment shall be made only

for Goods or Services actually ordered, delivered, and accepted, whether greater or less than the original estimated quantities.

- 3.21 News Releases and Public Announcements. (09/17) Contractor shall not use the City seal or other representations of the City in its external advertising, marketing, website, or other promotional efforts, nor shall Contractor issue any news release or public announcements pertaining to this Contract or the Project without the express written approval of the City. Such approval may be withheld in the City's sole discretion. Contractor shall not use the City seal without specific written permission from the City Auditor.
- 3.22 Rule of Construction/Contract Elements/Headings. (09/17) This Contract has been drafted by the City in the general format by the City as a convenience to the Parties only and shall not, by reason of such action, be construed against the City. Section headings are for ease of reference and convenience only and shall not affect or enter into the interpretation of any portion of this Contract.
- 3.23 Survival. (09/17) All obligations relating to Confidential Information; indemnification; publicity; representations and warranties; remedies; proprietary rights; limitation of liability; and obligations to make payments of amounts that become due under this Contract prior to termination or expiration shall survive the termination or expiration of this Contract and shall, to the extent applicable, remain binding and in full force and effect for the purposes of the ongoing business relationship by and between Contractor and the City.
- 3.24 Permissive Cooperative Procurement. (11//20) Pursuant to ORS 279A.215, as additional consideration for this Contract, Contractor agrees to extend an option to other government entities to purchase any Goods or Services covered under this Contract at the same prices as are specified in Exhibit A: Contractor's Price, and under the same terms and conditions, to all public agencies. Each public agency shall execute its own contract with Contractor and shall have the option to negotiate its own terms and conditions.

SECTION 4 STATUTORY REQUIREMENTS, PUBLIC RECORDS AND CONFIDENTIALITY

- 4.1 Governing Law and Jurisdiction. (01/20) This Contract shall be construed according to the laws of the State of Oregon without reference to the conflict of laws' provisions. To the extent not modified by the terms of this Contract, the Uniform Commercial Code as codified in ORS Chapters 71 and 72 governs Goods under this Contract. Any litigation between the City and Contractor arising under this Contract or out of work performed under this Contract shall occur, if in the state courts, in the Multnomah County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon.

- 4.2 Public Records Request. (09/17) Contractor acknowledges that the City of Portland is subject to the Oregon Public Records Act and Federal law. Third persons may claim that the Confidential Information Contractor submitted to the City hereunder may be, by virtue of its possession by the City, a public record and subject to disclosure pursuant to the Oregon Public Records Act. The City's commitments to maintain certain information confidential under this Contract are all subject to the constraints of Oregon and federal laws. All information submitted by Contractor is public record and subject to disclosure pursuant to the Oregon Public Records Act, except such portions for which Contractor requests and meets an exemption from disclosure consistent with federal or Oregon law. Within the limits and discretion allowed by those laws, the City will maintain the confidentiality of information.
- 4.3 Public Records. (09/17) The City will retain one (1) copy of any public records for the express purposes of complying with State of Oregon and Portland City Code public records and archiving laws.
- 4.4 Confidentiality.
- 4.4.1 Contractor's Confidential Information. (08/19) During the term of this Contract, Contractor may disclose to the City, certain Contractor Confidential Information pertaining to Contractor's business. Contractor shall be required to mark Confidential Information CONFIDENTIAL with a restrictive legend or similar marking. If CONFIDENTIAL is not clearly marked, or the Contractor's Confidential Information cannot be marked with a restrictive legend or similar marking or is disclosed either orally or by visual presentation, Contractor shall identify the Confidential Information as confidential at the time of disclosure or within a reasonable time thereafter. This Contract itself shall not be considered Confidential Information. Subject to Section 4.2, the City shall: (1) limit disclosure of Contractor Confidential Information to those directors, employees, contractors and agents of the City who need to know the Contractor Confidential Information in connection with the City Project and who have been informed of confidentiality obligations at least as strict as those contained in this Contract, and (2) exercise reasonable care to protect the confidentiality of the Contractor Confidential Information, at least to the same degree of care as the City employs with respect to protecting its own proprietary and confidential information.
- 4.4.2 City's Confidential Information. (08/19) Contractor shall treat as confidential any City Confidential Information that has been made known or available to Contractor or that Contractor has received, learned, heard or observed; or to which Contractor has had access. Contractor shall use City Confidential Information exclusively for the City's benefit in the performance of this Contract. Except as may be expressly authorized in writing by the City, in no event shall Contractor publish, use, discuss or cause or permit to be disclosed to any other person such City Confidential Information. Contractor shall (1) limit disclosure of the City Confidential Information to those directors, officers, employees, subcontractors and agents of Contractor who need to know the City Confidential Information in connection with the City Project and who have agreed in writing to confidentiality obligations at least as strict as those contained in this

Contract, (2) exercise reasonable care to protect the confidentiality of the City Confidential Information, at least to the same degree of care as Contractor employs with respect to protecting its own proprietary and confidential information, and (3) return immediately to the City, upon its request, all materials containing City Confidential Information, in whatever form, that are in Contractor's possession or custody or under its control. Contractor is expressly restricted from and shall not use the Intellectual Property Rights of the City without the City's prior written consent.

- 4.4.3 Scope. (09/17) This Contract shall apply to all City Confidential Information previously received, learned, observed, known by or made available to Contractor. Contractor's confidentiality obligations under this Contract shall survive termination or expiration of this Contract.
- 4.4.4 Equitable Relief. (12/18) Contractor acknowledges that unauthorized disclosure of City Confidential Information will result in irreparable harm to the City. In the event of a breach or threatened breach of this Contract, the City may obtain injunctive relief prohibiting the breach, in addition to any other appropriate legal or equitable relief. The Parties agree that, notwithstanding any other section of this Contract, in the event of a breach or a threatened breach of Contract terms related to Confidential Information or Intellectual Property Rights, the non-breaching Party shall be entitled to seek equitable relief to protect its interests, including but not limited to injunctive relief. Nothing stated herein shall be construed to limit any other remedies available to the Parties.
- 4.4.5 Discovery of Documents. (06/19) In the event a court of competent jurisdiction orders the release of Confidential Information submitted by one Party, the other Party will notify the Party whose Confidential Information is being requested to be disclosed of the request. The Party receiving the request shall allow the other Party to participate in the response at its own expense. Each Party will comply with any effective court order.

SECTION 5 CONTRACTOR PERFORMANCE AND WARRANTIES

- 5.1 General Warranties. (09/17) Contractor makes the following warranties:
- 5.1.1 Capacity. (09/17) Contractor warrants it has the legal authority and capacity to enter into and perform this Contract.
- 5.1.2 Authority to Conduct Business. (08/19) Contractor warrants it is lawfully organized and constituted and duly authorized to operate and do business in all places where it shall be required to do business under this Contract, and that it has obtained or will obtain all necessary licenses and permits required in connection with this Contract.

- 5.1.3 Disclosure of Litigation. (09/17) Contractor warrants that as of the Effective Date there are no suits, actions, other proceedings, or reasonable anticipation thereof, in any judicial or quasi-judicial forum that will or may adversely affect Contractor's ability to fulfill its obligations under this Contract. Contractor further warrants that it will immediately notify the City in writing if, during the Term of this Contract, Contractor becomes aware of, or has reasonable anticipation of, any lawsuits, actions, or proceedings in any judicial or quasi-judicial forum that involves Contractor or any Subcontractor and that will or may adversely affect Contractor's ability to fulfill its obligations under this Contract.
- 5.1.4 Conflict of Interest. (09/17) Contractor warrants it has no present interest and shall not acquire any interest that would conflict in any manner with its duties and obligations under this Contract.
- 5.1.5 Compliance with Applicable Law. (09/17) Contractor warrants it has complied and shall comply with all applicable federal, state, and local laws and regulations of its domicile and wherever performance occurs during the term of this Contract. Contractor warrants it is currently in compliance with all tax laws.
- 5.1.6 Public Contracts. (09/17) Contractor shall observe all applicable state and local laws pertaining to public contracts. ORS Chapters 279A and 279B require every public contract to contain certain provisions. To the extent applicable, ORS 279B.220, 279B.230 and 279B.235 are incorporated into this Agreement by reference.
- 5.1.7 Compliance with Civil Rights Act. (09/17) Contractor warrants it is in compliance with Title VI of the Civil Rights Act of 1964 and its corresponding regulations as further described at: <http://www.portlandoregon.gov/bibs/article/446806>
- 5.1.8 Respectful Workplace Behavior. (09/17) The City is committed to a respectful work environment, free of harassment, discrimination and retaliation and other inappropriate conduct. Every individual has a right to work in a professional atmosphere where all individuals are treated with respect and dignity. The City's HR Rule 2.02 covers all employees of the City as well as contractors, vendors or consultants who provide services to the City of Portland. Contractor warrants its compliance with terms and conditions HR 2.02 as further described at: <https://www.portlandoregon.gov/citycode/27929>
- 5.2 Grant Funding. (02/18). This Contract is funded by **American Rescue Plan Act (ARPA)** funds, and subject to **Exhibit E, Federal Requirements and Certifications**. Special reporting requirements for disbursement of funds under this Contract are defined in Exhibit B, Statement of Work.
- 5.3 Compliance with Non-Discrimination Laws and Regulations.

- 5.3.1 Nondiscrimination. (06/19) Pursuant to all City, State, and federal non-discrimination and civil rights laws, Contractor, with regard to the work performed by it during this Contract, shall not discriminate on the grounds of race, color, national origin, including limited English proficiency, sex, sexual orientation, gender identity, age, religion or non-religion, disability, marital status, family status, or source of income, including in employment practices, the selection and retention of subcontractors, including procurements of materials and leases of equipment.
- 5.3.2 Solicitations for Subcontractors, Including Procurements of Materials and Equipment. (06/19) In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract relative to nondiscrimination on the grounds of race, color, national origin, sex, sexual orientation, age, religion, disability, marital status, or family relationships.
- 5.3.3 Sanctions for Noncompliance. (09/17) In the event of Contractor's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such contract sanctions as it or any state or federal agency may determine to be appropriate, including, but not limited to withholding of payments to Contractor under this Contract until Contractor complies, and/or cancellation, termination, or suspension of this Contract, in whole or in part.
- 5.3.4 ADA Compliance. (12/20) Contractor shall comply with the Americans With Disabilities Act (ADA), including any duty the ADA may impose on City or Contractor as a result of the Goods, Services or activities requested to be provided for City under this Agreement.
- Contractor shall document each ADA request for modification to the Goods or Services and Contractor's fulfillment of the request. If Contractor determines that it is unable to promptly fulfill the request for modification under the ADA, Contractor will contact the City contract manager within the same business day, proving reasons why Contractor is unable to fulfill the request for modification and to identify alternate accessibility options that Contractor can perform.
 - Within three (3) Business Days after receipt, City and Contractor shall advise the other Party in writing, and provide the other Party with copies (as applicable) of any notices alleging violation of or noncompliance with the ADA relating to the Agreement, or any governmental or regulatory actions or investigations instituted or threatened regarding noncompliance with the ADA and relating to the Agreement or the programs, Goods, Services or activities that Contractor is undertaking for City under this Agreement.
- 5.3.5 Required Reporting. (05/19) If any person or class of persons files a complaint with Contractor alleging discrimination under Title VI of the Civil Rights Act of 1964 (race, color, or national origin, including limited English proficiency), Contractor will notify the City of Portland of the complaint and cooperate with any investigation related to the complaint. Notifications shall be

sent to Title VI Program Manager, 421 SW 6th Ave, Suite 500, Portland, Oregon 97204, or title6complaints@portlandoregon.gov.

5.4 Goods and Service(s) Warranties. (08/19) Contractor makes the following warranties:

- 5.4.1 No Third-Party Conflict or Infringement. (01/19) As of the Effective Date, Contractor warrants the execution and performance of this Contract, shall not contravene the terms of any contracts with third parties or any third-party Intellectual Property Right; and, as of the Effective Date of this Contract, there are no actual or threatened legal actions with respect to the matters in this provision. Contractor agrees to promptly notify the City, in writing, if during the Term of the Contract, a potential third-party conflict or infringement of third-party Intellectual Property Rights arises.
- 5.4.2 No Encumbrances. (08/19) All Deliverables provided by Contractor under this Contract shall be transferred to the City free and clear of any and all restrictions of transfer or distribution and free and clear of any and all liens, claims, security interests, liabilities and encumbrances of any kind.
- 5.4.3 Conformance with Specifications. (11/20) Contractor warrants that the Goods and Services shall operate in conformance with the Specifications per the provisions of a Manufacturer's Warranty.
- 5.4.4 No Material Defects. (08/19) Contractor warrants that the Goods provided shall be free of any defects in design, material and workmanship.
- 5.4.5 Equipment and Parts. (08/19) Contractor warrants that Equipment and parts will be new, the latest model (or the one that meets the City's Specifications), and be free from Defects in design, material and workmanship. If Contractor proposes to provide refurbished, reclaimed or remanufactured parts or Equipment to the City, Contractor shall request the City's approval in writing in advance of delivery of Goods and the City retains the right to approve or refuse Contractor's use of refurbished, reclaimed, or remanufactured parts. If the City approves the use of refurbished, reclaimed, or remanufactured parts or Equipment, Contractor warrants such Equipment have the same warranty as that of new and current Equipment and are subject to all the same provisions of this Contract. If Contractor uses refurbished, reclaimed, or remanufactured parts without the prior approval required by the City, Contractor may be required, at the City's sole discretion, to replace such parts and Equipment with new and current manufactured parts and Equipment at Contractor's sole expense.
- 5.4.6 Planned Obsolescence. (09/20) Contractor warrants that at the time of delivery of Goods, it has no plans in the next twelve (12) months for announcing replacement products for those Goods delivered pursuant to this Contract that would result in reduced support or Warranty Services for the Goods.

- 5.4.7 Compliance with Law. (08/19) Contractor warrants that the Goods conform to all requirements of applicable law, including all applicable health, safety, privacy, data security and environmental laws and regulations.
- 5.4.8 Industry Standards. (01/19) Contractor warrants that the Goods are compliant with generally accepted industry standards. Contractor warrants that the Services performed under this Contract will meet the standards of skill and diligence normally employed by persons performing the same or similar services.
- 5.4.9 Substitution or Modification of Goods at No Charge. (07/20) Substitutions or modifications of Goods may only be provided upon prior written approval by the City. In the event that Contractor substitutes or modifies the Deliverables, Contractor shall ensure that the new or modified Deliverables shall conform in all aspects to the Specifications. Such substitutions or modifications shall in no way degrade the performance or functionality of the Deliverables and shall not result in additional cost to the City.
- 5.4.10 Warranty Remedies. (08/19) The City may return to Contractor any Defective Goods identified by the City or Contractor, at Contractor's sole risk and expense. Contractor shall provide one of the following remedies for each defective Good in accordance with Contractor's standard return process: (i) repair the defective Good; (ii) replace defective Goods that cannot be repaired; or (iii) make an appropriate credit adjustment or refund the full amount of the price of the Defective Goods.
- 5.5 Assignment of Manufacturers' Warranties. (01/20) In all cases where Goods are covered by a Manufacturer's Warranty, Contractor will provide the City with all Manufacturer's Warranties. Contractor will assign to the City any Manufacturer's Warranty applicable to any respective Good. Notwithstanding the foregoing, Contractor shall be held responsible by the City for correction to or replacement of the Goods or any of its components during the period of a Manufacturer's Warranty.
- 5.6 No Waiver of Warranties or Representation. (01/19) Delivery of Goods or performance of Services shall not be construed to represent Acceptance nor relieve Contractor from its responsibility under any representation or warranty.
- 5.7 No Third Party to Benefit. (09/17) This Contract is entered into for the benefit of the City and Contractor. Except as set forth herein, nothing in this Contract shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a Party to this Contract to maintain a suit for breach of contract, personal injuries, property damage, or any other relief in law or equity in connection with this Contract.

- 5.8 Assignment. (08/19) Neither Party shall assign, transfer, or delegate all or any part of this Contract, or any interest therein, without the other Party's prior written consent, which shall not be unreasonably withheld. For purposes of this Section, the acquisition, merger, consolidation or change in control of Contractor or any assignment by operation of law shall be considered an assignment of this Contract that requires the City's prior written consent. Notwithstanding the foregoing: (a) in the event that the City's business needs change or the City enters into an agreement with a provider for outsourcing services, Contractor agrees that the City shall have the right to assign this Contract to a successor of all, substantially all, or specified area(s) of the City's business, including an outsourcing provider, upon written notice to the other Party, and (b) Contractor may, without the City's consent, but upon prior written notice to the City, assign its right to payment under this Contract or grant a security interest in such payment to any third party without requiring that the third party be liable for the obligations of Contractor under this Contract. Any attempted assignment or delegation in violation of this Section shall be void.
- 5.9 Notice of Change in Financial Condition. (09/17) Contractor must maintain a financial condition commensurate with the requirements of this Contract. If, during the term of this Contract, Contractor experiences a change in its financial condition which may adversely affect its ability to perform the obligations of this Contract, Contractor shall immediately notify the City in writing. Failure to notify the City of such a change in financial condition is sufficient grounds for terminating this Contract.
- 5.10 Notice of Change in Ownership. (09/17) If, during the term of this Contract, Contractor experiences a change in ownership or control, Contractor shall immediately notify the City in writing. Failure to notify the City of such a change in ownership or control is sufficient grounds for terminating this Contract.
- 5.11 Subcontractors. (09/20) Contractor shall not subcontract any work under this Contract without the City's prior written consent. Contractor shall be fully responsible for the acts and omissions of its Subcontractors, including any Affiliates, at all levels, and of their agents and employees. Contractor shall ensure that all applicable provisions of this Contract (including those relating to Insurance, Indemnification, and Confidentiality) are included in all of its subcontracts. The City reserves the right to review any agreements between Contractor and its Subcontractors for Goods and Services authorized under this Contract.
- All COBID Certified subcontractors/suppliers identified in Contractor's proposals shall be used in their proposed capacity during Contract performance. If Contractor desires to replace any COBID Certified subcontractors/suppliers under this Contract all substitution requests must have approval from the City's Chief Procurement Officer before such substitutions can be made. In no event shall Contractor subcontract any work, assign any rights, or delegate any obligations under this Contract without the City's prior written consent.

5.12 Flow-down Clauses. (01/19) Contractor shall include the following clauses, or substantially similar language, in its subcontracts under this Contract:

Section 4.4, Confidentiality

Section 5.3, Compliance with Non-Discrimination Laws and Regulations

Section 6.1, Hold Harmless and Indemnification

Section 6.2, Insurance

5.13 Force Majeure. (08/20)

5.13.1 If a Force Majeure Event occurs, the Party that is prevented by that Force Majeure Event from performing any one or more obligations under this Agreement (the “Nonperforming Party”) will be excused from performing those obligations, on condition that (1) the Nonperforming Party used reasonable efforts to perform those obligations, (2) the Nonperforming Party’s inability to perform those obligations is not due to its failure to take reasonable measures to protect itself against the event or circumstance giving rise to the Force Majeure Event, and (3) the Nonperforming Party complies with its obligations under section 5.13.2.

5.13.2 Upon occurrence of a Force Majeure Event, the Nonperforming Party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on performance, and how long that Party expects it to last. Thereafter the Nonperforming Party shall update that information as reasonably necessary. During a Force Majeure Event, the Nonperforming Party shall use reasonable efforts to limit damages to the other Party and to resume its performance under this Contract.

5.14 Ownership of Property. (06/19) All work product produced by the Contractor under this Contract is the exclusive property of the City. “Work Product” includes, but is not limited to: research, reports, computer programs, manuals, drawings, recordings, photographs, artwork and any data or information in any form. The Contractor and the City intend that such Work Product shall be deemed “work made for hire” of which the City shall be deemed the author. If for any reason a Work Product is deemed not to be a “work made for hire,” the Contractor hereby irrevocably assigns and transfers to the City all right, title and interest in such Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrines. Contractor shall obtain such interests and execute all documents necessary to fully vest such rights in the City. Contractor waives all rights relating to work product, including any rights arising under 17 USC 106A, or any other rights of authorship, identification or approval, restriction or limitation on use or subsequent modifications. If the Contractor is an architect, the Work Product is the property of the Consultant-Architect, and by execution of this Contract, the Contractor-Architect grants the City an exclusive and irrevocable license to use that Work Product.

o Notwithstanding the above, all pre-existing trademarks, services marks, patents, copyrights, trade secrets, and other proprietary rights of Contractor are and will remain the exclusive property of Contractor. Contractor hereby grants to the City a non-exclusive, perpetual, irrevocable license, with the right to sublicense, to disclose, copy, distribute, display, perform, prepare derivative works of and otherwise exploit any pre-existing Intellectual Property Rights incorporated into the Work Product(s).

SECTION 6 INDEMNIFICATION, INSURANCE, AND BONDING

6.1 Hold Harmless and Indemnification. (08/19)

- 6.1.1 Contractor shall indemnify, defend and hold harmless the City of Portland, its officers, agents, and employees, from all claims, demands, suits, and actions for all losses, damages, liabilities, costs and expenses (including all attorneys' fees and costs), resulting from or arising out of the actions, errors, or omissions of Contractor or its officers, employees, Subcontractors, or agents under this Contract.
- 6.1.2 Infringement Indemnity. (08/19) Contractor shall indemnify, defend, and hold harmless the City, its directors, officers, employees, and agents from and against any and all claims, demands, suits, and actions for any damages, liabilities, losses, costs, and expenses (including reasonable attorney fees, whether or not at trial and/or on appeal), arising out of or in connection with any actual or alleged misappropriation, violation, or infringement of any proprietary right or Intellectual Property Right of any person whosoever. The City agrees to notify Contractor of the claim and gives Contractor sole control of the defense of the claim and negotiations for its settlement or compromise.
- 6.1.3 Contractor shall indemnify, defend, and hold harmless the City against any taxes, premiums, assessments, and other liabilities (including penalties and interest) that the City may be required to pay arising from Goods and Services provided by Contractor under this Contract. The City of Portland, as a municipal corporation of the State of Oregon, is a tax-exempt unit of local government under the laws of the State of Oregon and is not liable for any taxes.
- 6.2 Insurance. (08/19) Contractor shall not commence work until Contractor has met the insurance requirements in this section and Contractor has provided insurance certificates approved by the City Attorney. Contractor shall acquire insurance issued by insurance companies or financial institutions with an AM Best rating of A- or better and duly licensed, admitted and authorized to do business in the State of Oregon.
- 6.2.1 Insurance Certificate. (08/19) As evidence of the required insurance coverage, Contractor shall provide compliant insurance certificates, including required endorsements, to the City prior to execution of the Contract. The certificates shall list the City as certificate holder. Contractor

shall maintain continuous, uninterrupted coverage for the Term of this Contract and to provide insurance certificates demonstrating the required coverage for the Term of this Contract. Contractor's failure to maintain insurance as required by this Contract constitutes a Material Breach of this Contract. Contractor must notify the City in writing thirty (30) Calendar Days prior to a cancellation, non-renewal, or changes to the insurance policy.

6.2.2 Additional Insureds. (08/19) For commercial general liability coverage, Contractor shall provide City with a blanket additional insured endorsement form that names the City of Portland, Oregon, and its officers, agents and employees, as an additional insured. The additional insured endorsement must be attached to the general liability certificate of insurance.

6.2.3 Insurance Costs. (08/19) Contractor shall be financially responsible for all premiums, deductibles, self-insured retentions, and self-insurance.

6.2.4 Coverage Requirements. (08/19) Contractor shall comply with the following insurance requirements:

6.2.4.1 Commercial General Liability. (08/19) Contractor shall acquire commercial general liability ("CGL") and property damage insurance coverage in an amount not less than \$1 million per occurrence for damage to property or personal injury arising from Contractor's work under this Contract.

☒ Required and attached ☐ Reduced by Authorized Bureau Director ☐ Waived by Authorized Bureau Director

6.2.4.2 Automobile Liability. (08/19) Contractor shall acquire automobile liability insurance to cover bodily injury and property damage in an amount not less than \$1 million for each accident. Contractor's insurance must cover damages or injuries arising out Contractor's use of any vehicle.

☒ Required and attached ☐ Reduced by Authorized Bureau Director ☐ Waived by Authorized Bureau Director

6.2.4.3 Workers' Compensation. (08/19) Contractor shall comply with Oregon workers' compensation law, ORS Chapter 656, as it may be amended. If Contractor is required by ORS Chapter 656 to carry workers' compensation insurance, Contractor shall acquire workers' compensation coverage for all subject workers as defined by ORS Chapter 656 and shall maintain a current, valid certificate of workers' compensation insurance on file with the City for the entire period during which work is performed under this Contract. Contractor shall acquire workers compensation coverage in an amount not less than \$1 million each accident, \$1 million disease each employee, and \$1 million disease policy limit.

☒ Required and attached or ☐ Proof of exemption (Complete Independent Contractor Certification Statement)

6.2.5 Insurance Requirements for Subcontractors. (08/19) Contractor shall contractually require its Subcontractors to acquire and maintain for the duration of this Contract insurance equal to the minimum coverage limits required above.

- 6.3 Rolling Estoppel. (09/17) Unless otherwise notified by Contractor, it shall be understood that the City shall have met all its obligations under this Contract. The City will be conclusively deemed to have fulfilled its obligations, unless it receives written notification of a failure to meet such obligations in the next status report, or within ten (10) Business Days following such failure, whichever is sooner, and Contractor identifies the specific failure in that notification. The City's failure to meet obligations must be described in terms of how it has affected the Project schedule or a specific performance requirement of Contractor.
- 6.3.1 Contractor is estopped from claiming that a situation has arisen that might otherwise justify changes in Project timetable, the standards of performance under this Contract, or the Contract price, if Contractor knew of that problem and failed to provide notification to the City as set forth above or to include it in the applicable status report to the City's project manager.
- 6.3.2 In the event Contractor identifies a situation that is impairing Contractor's ability to perform for any reason, Contractor's notification should contain Contractor's suggested solutions to the situation. These suggestions should be in sufficient detail so that the City's Project Manager can make a prompt decision as to the best method of dealing with the problem and continuing the Project in an unimpeded fashion.
- 6.4 Dispute Resolution. (09/17) Contractor shall cooperate with the City to ensure that all claims and controversies which arise during this Contract will be resolved as expeditiously as possible in accordance with the following resolution procedure:
- 6.4.1 Any dispute between the City and Contractor shall be resolved, if possible by the Project Manager or their designee on behalf of the City and Nate Stanley on behalf of Contractor.
- 6.4.2 If the Project Manager or the Project Manager's designee and Contractor are unable to resolve any dispute within three (3) Business Days after notice of such dispute is given by either Party to the other, the matter shall be submitted to the Bureau or Office Director on behalf of the City and Nate Stanley on behalf of Contractor for resolution, if possible.
- 6.4.3 Should any dispute arise between the Parties concerning this Contract that is not resolved by mutual agreement above, it is agreed that such dispute will be submitted to mandatory mediated negotiation prior to any Party's commencing arbitration or litigation. In such an event, the Parties to this Contract agree to participate in good faith in a non-binding mediation process. The mediator shall be selected by mutual agreement of the Parties, but in the absence of such agreement each Party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. All costs of mediation shall be borne equally by the Parties.
- 6.4.4 Should an equitable solution not result from the foregoing, the City and Contractor shall be free to pursue other remedies allowed under this Contract.

- 6.4.5 Unless ordered by the City to suspend performance of all or any portion of Contractor's Services or delivery of Goods, Contractor shall proceed with the performance of such Services or delivery of Goods without any interruption or delay during the pendency of any of the foregoing dispute resolution procedures. During the pendency of any of the foregoing dispute resolution procedures, the City shall continue to make all payments that are not in dispute while having the right to withhold payments that are in dispute.
- 6.5 Remedies. (07/20) The remedies provided in this Contract are cumulative and may be exercised concurrently or separately. In the event of any Material Breach by Contractor, which Material Breach shall not have been cured as agreed to between the Parties, the City shall have the ability to pursue the City's rights at law or equity. The exercise of any one remedy shall not constitute an election of one remedy to the exclusion of any other.
- 6.6 Cost of Cover. (09/17) In the event of termination of this Contract by the City due to a Material Breach by Contractor, then the City may complete the Project itself, by agreement with another contractor, or by a combination thereof. After termination, in the event the cost of completing the Project exceeds the amount the City would have paid Contractor to complete the Project under this Contract, then Contractor shall pay to the City the amount of the reasonable excess.

SIGNATURE PAGE

(08/19)

Contractor represents that Contractor has had the opportunity to consult with its own independently selected attorney in the review of this Contract. Neither Party has relied upon any representations or statements made by the other Party that are not specifically set forth in this Contract.

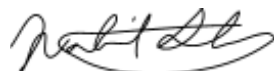
This Contract constitutes the entire agreement between the City and Contractor and supersedes all prior and contemporaneous proposals and oral and written agreements, between the Parties on this subject, and any different or additional terms on a City Purchase Order or Contractor quotation or invoice.

The Parties agree that they may execute this Contract and any Amendments to this Contract, by electronic means, including the use of electronic signatures.

This Contract may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereby cause this Contract to be executed.

Stanley Tiny Homes, LLC



04/23/2022

Authorized Signature

Date

Nathaniel Stanley, Founder

Printed Name and Title

Address: 8206 SW Terwilliger Blvd.

Portland, OR 97219

Phone: (503) 784-5029

Email: nate@stanleytinyhomes.com



CITY OF PORTLAND, OREGON

Contract No. 31002219

Contract Description: SHELTER VILLAGE HOUSING AND HYGIENE UNITS

CITY OF PORTLAND SIGNATURES:

By: N/A Date: _____
Bureau Director

By:  Date: 06/13/2022
Purchasing Agent

By: N/A Date: _____
Elected Official

Approved:

By:  Date: 06/14/2022
Office of the City Auditor

Approved as to Form:

By:  Date: 06/13/2022
Office of City Attorney

Exhibit A
Contractor's Price

SECTION 1 PRICING.

1.1 Most Favorable Prices and Terms: (08/19) Contractor represents that all prices, terms and benefits offered by Contractor under this Contract are equal to or better than the equivalent prices, terms and benefits being offered by Contractor to any other state or local government unit or commercial customer for the same or similar Goods or Services.

1.2 Contractor's Pricing:

Item #	Description	Quantity	Unit Cost
1 Nugget 1	Modern shed roof building with covered entrance. As pictured with a wardrobe for documents and clothes, a loft bed over a desk, with durable floors throughout.	1	\$24,500.00
2 Nugget 2	Pitched roof with gable on the covered porch. Comes with a wardrobe, bed and folding table/shelf.	1	\$23,000.00
3 Nugget 1 - no loft	Nugget 1 model with loft removed has ground level bed, desk removed from the model 1 and our standard wardrobe and durable finishes	1	\$22,500.00
4 Ramp option	Add aluminum ramp to any of our units secured fastened with a slope of at least 1 ft per inch of drop as site conditions allow.	1	\$2,100.00
Etc.	*All models include quality mini split for heating/cooling and dehumidification. All units include window, door with keypad lock, smoke and carbon monoxide detectors and a low to the ground, pressure treated beam design for easy ramp installation.		

Exhibit B

Statement of Work

SECTION 1 SUMMARY

Contractor will work collaboratively with the City to provide temporary structures for outdoor shelters known as Safe Rest Villages, and at times while delivering and installing these structures, to effectively engage with individuals experiencing unsheltered houselessness who may be directly impacted by the goods and services provided.

Contractor shall manufacture temporary Sleeping Units, such as Tiny Houses or other temporary shelter units, or Service Structures, such as kitchenette, bathroom, shower, and laundry units, as shown in Exhibit A, Contractor Pricing. The City shall purchase such units on an as-needed basis in coordination with efforts to increase sheltering options and stability for unhoused Portlanders.

SECTION 2 SCOPE OF WORK

Contractor shall provide temporary Sleeping Unit models as defined in Exhibit A, Contractor Pricing. Other units, designs, and accessories not in Exhibit A, Contractor's Pricing, may be added to the Price Agreement via amendment. The City shall purchase such units on an as-needed basis.

All units shall include a one (1) year manufacturer's warranty according to Exhibit C, Contractor's Proposal, which shall begin upon City's receipt of purchased units.

All deliveries shall include assembly, provided installation site is fully prepped, has a functioning electrical hookup, and is ready to have the unit installed.

SECTION 3 PROJECT SCHEDULE

The Project shall be completed no later than the last day of the Price Agreement Term.

SECTION 4 PROJECT MANAGEMENT

4.1 Place of Performance

Contractor shall provide City with services at City locations as directed by the City Project Manager. Some portions of the work will be performed at Contractor facilities as agreed with the City Project Manager.

4.2 Project Managers

The City's Project Manager will be Chariti Montez. The City may change City's Project Manager from time to time upon written notice to Contractor. Contact Information:

Chariti Montez

Phone: 503-865-6404

Email: chariti.l.montez@portlandoregon.gov

The Contractor's Project Manager will be Nate Stanley. Contact Information:

Nate Stanley

Phone: 503-784-5029

Email: nate@stanleytinyhomes.com

4.3 Acceptance Criteria

Acceptance Criteria shall be developed jointly by the City's Project Manager and Contractor's Project Manager. When agreed, the Acceptance Criteria shall be attached and incorporated here in this Statement of Work as Exhibit B-1.



Shelter Village Housing Units

02.14.2022

—

Nathaniel Stanley

Stanley Tiny Homes

8940 N Bradford St

Portland, OR 97203

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Cover Letter

City of Portland
1120 SW 5th Ave.
Portland, OR 97204
Email: cityinfo@portlandoregon.gov Phone:
(503)823-4000

Reference: Shelter Village Housing and Hygiene Units (RFP #: 00001818)

To whom it may concern,

I speak on behalf of the entire Stanley Tiny Homes team when I say that I cannot articulate just how excited we are to be submitting this proposal to the city of Portland. Stanley Tiny Homes, LLC started as a passion project in my driveway; my grandparents largely live out of their RV which was left after their evacuation from the Bull Run Complex fire in the summer of 2020. Once we identified our love for building and design of small and efficient homes, we made it our mission to improve access to housing for Oregonians that need it most.

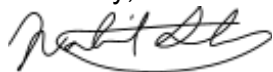
We are an emerging business, one that prides itself on quality, long-lasting, and thoughtful products. Both members of the Stanley Tiny Homes LLC have spent significant amounts of time houseless and housing insecure. This lived experience provides the organization's leaders with compassion, empathy, and insight into the needs of the houseless community. Nate Stanley, the company's founder, grew up in St. Johns, lived in city housing projects such as the Columbia Villa, and has a first-hand understanding of what it means to be an Oregonian experiencing houselessness.

For the past two years we have built several tiny homes for clients across Oregon. We have also trained and mentored young people in building their own homes, and hope to extend this to the houseless community as well. Matt is also the sole member of Sage Landscapes, a firm which has been a figure in the Oregon landscaping community for almost a decade, and brings a plethora of experience in construction and management.

Our experience within the houseless community paired with our combined experience building and our passion for working within this space creates an environment we believe is perfect for what the city is asking for. If selected to build housing units for the city's Safe Rest Villages, We promise to produce equitable, safe, and trauma-informed transitional homes, and homes that our younger selves would have been proud to stay in.

We thank you for the opportunity to build these housing units. This is the work we have dreamed of doing.

Sincerely,



Nate Stanley
Stanley Tiny Homes

(503) 784-5029
nate@stanleytinyhomes.com

Organization and Capabilities

Company Overview

Stanley Tiny Homes is a builder of custom, sustainable, and quality tiny homes serving clients in the Pacific Northwest. Nate, the company's founding member and lead designer, has been building and designing high-quality and sustainable tiny homes ever since his grandparents nearly lost their home to the fires of 2020. Matt, the company's other member, has been a figure in the landscaping community for almost a decade, being the sole member of Sage Landscapes, LLC. Between the two of them, there is a combined 15 years of trade experience working as contractors in the Portland area, 10 years of community organizing, public health, and trauma informed care experience, and a host of experience in nature and sustainability.

Contact

Persons authorized to represent the company in any negotiations and to sign any contracts that may result are Nathaniel (Nate) Stanley (he/him) and Matthew (Matt) Bowman (he/him).

The primary contact for this proposal is Nate Stanley who's information is as follows:

Office: (503) 482-2183

Cell: (503) 784-5029

Email: nate@stanleytinyhomes.com

Address: 2617 SE 35th Pl. Portland, OR 97202

Address

Our home office is located at 2617 SE 35th Pl., Portland, OR 97202. Our building site is nestled under the St. Johns bridge within the Green Anchors community, at 8940 N.

Bradford St. Portland, OR 97203.

Management and Organization

Stanley Tiny Homes is a tight knit group of builders, organizers, and community leaders. Nate Stanley is the company's founder and member, the lead designer and oversees community involvement. Matt Bowman is a member of the company and the company's project manager, overseeing all employees (including formen, subcontractors, material suppliers, and crew) and ongoing projects.

Quality and Cost Control

Quality is incredibly important to us and efforts to reduce costs are taken at every juncture of our project. When working on large-scale projects, especially those meant to serve the houseless, we reach out to manufacturers directly for discounts and/or donations of materials. Use of quality and lasting materials is a tenant we stand by, and we try our best to get these materials as cost efficiently as possible.

We follow local residential codes for building wherever appropriate. Each home is thoroughly inspected by several members of our team to ensure that it meets our rigorous standards and reflects a home in which we would be proud to live in.

Project Manager

Project manager Matt Bowman oversees production, quality, and procurement for project tasks. Matt oversees 5 employees currently that will work on the shelter village housing units. Current projects are residential in scale and scope and have involved gas, water, paving, framing, and roofing. In 2021 the team was able to serve over 40 customers and became one of Portland's most loved outdoor design and build teams. Matt and the whole team look forward to transitioning towards the safe rest village project and getting a chance to further deepen our connection to the Portland community.

Experience Providing Goods and Services

Experience with Unhoused and Diverse Communities

Matt and Nate have spent significant amounts of time houseless and have understanding informed by lived experience as to the trials and tribulations homelessness can bring. More than half of our company is employed by individuals who have either experienced homelessness and/or housing insecurity.

Importance of Lived Experience

Of our company Matt and Nate are the only non-BIPOC employees. Whenever appropriate we do our best to employ folks from marginalized and underserved backgrounds, those that have experienced homelessness, and hire subcontractors.

Integration of Trauma Informed Design

The members of Stanley Tiny Homes have taken several community-led courses in trauma informed care and design and incorporate these concepts into each of our homes. It can be degrading and dehumanizing to be placed in a home which you are not proud of. It is also hard to meet all requirements for materials and create something which does not feel like the institutions which many of these folk have little trust in. We believe we walk this line well; providing shelters which feel like homes, that individuals could be proud of, and that meet the needs of the city for cleaning and repair. **Past Government Contracts**

Stanley Tiny Homes has not previously provided products to any government agencies. However, we are excited, empowered, and (OTHER ADJECTIVE). This is the work that we have been wanting to do and are very eager to learn.

Product Information

Design

The floorplans being proposed are our Nugget models. These models are 64sqft and 8'X8'. Images and floor plans are attached to this proposal in appendix A.

Materials

In designing these structures for the Safe Rest Villages we have done our best to integrate trauma informed design and use materials which are sustainable, long-lasting, and are easily cleaned. We worried that many of the materials that are easily cleaned would too closely resemble those used in institutions which many of our patrons may have lost their trust in, and may be traumatized by. When appropriate we have opted for nicer finishes and materials to create a warm and welcoming environment.

To this end, Stanley Tiny Homes has weighed each material and picked ones which we believe to be the perfect balance between ease of cleaning and trauma-informed design. Each home will be constructed with:

- Traditional stick-frame construction
- Spray foam or Rock Wool insulation in walls, floors, and ceilings to a minimum R value of 15
- Zip sheathing and 40 year metal roofing and siding

- Fiberglass reinforced plastic panels for interior wall cladding for ease of cleaning
- Laminate flooring
- Foam mattress

All materials will be easily accessible through multiple suppliers to make replacement of damaged materials easy.

Amenities

Each of our homes will come with a twin sized mattress, small wardrobe, storage, and a lockable wall safe for personal documents. Each will also be outfitted with a covered porch, large window, and a “smart” door lock accessible with a physical key or numerical code. There will be no less than 5 outlets and one on each wall, an overhead light fixture, and a mini-split for heating, cooling, and dehumidifying. There will be exterior motion-sensing lights on the front and back of the units.

On request homes may be built with sleeping/storage lofts, desks, a sitting area, and on a trailer for easier transport.

Intended Use

Our 64sqft Nugget homes are designed to be short-term, transitional shelters and are meant to provide a trauma-informed respite for those in need. On request Stanley Tiny Homes is happy to update our designs and provide homes which are larger and which are intended for more continual use.

Accessibility

Our homes will be built on drag sleds. This not only makes the homes mobile, but reduces the overall height of the doorway from the ground making entry and exit easier and more accessible. Within the units a minimum radius of 5’ is available for those needing wheelchair or walker access to turn around. As our homes are less than 6” off the ground, ramps for our homes are easily constructed, moved, and maintained.

Installation

The sleeping unit is installed on a beam/sled base to allow for drop off with a tilt or utility trailer and positioned like a standard backyard shed. To move the sleeping unit to a new location, we provide connection points for a winch or small machine to connect to in order to pull the unit back onto a delivery trailer.

The sleeping units are constructed off site with the placement of wardrobe and furniture will take place on site. Any modifications for road transport will be removed by us.

Stanley Tiny Homes does not have to be the installer as furniture will be straightforward to arrange, though we are happy to. The installer will have to remove any strapping or wrapping from transport and visually check inside or out as items may have shifted during transport.

Warranty Terms & Conditions

All work and materials will be warrantied to be free of defect and in good construction for two (2) years from the date of installation. Stanley Tiny Homes stands by its product and will be available by phone within 8 hours of initial contact and will have eyes on the structure within no more than seven (7) business days. Any faulty materials will promptly be replaced at no cost to the city.

Stanley Tiny Homes also makes itself available to repair damages to the homes it provides for the cost of time and materials at a rate to be decided between the city and Stanley Tiny Homes.

Unit Availability

We do not have any sleeping units currently built. If awarded the contract building homes for the Safe Rest Villages will be our primary responsibility.

Lead time to build 10 units will be no more than six (6) weeks.

Lead time to build 50 units will be no more than four (4) months.

Cost

Cost Per Unit

The cost per unit will be \$24,500. This will include all materials and amenities aforementioned.

Per Unit Delivery

Delivery cost will be a flat \$500 fee per home. This will not include any site preparations.

Setup and Teardown

Setup costs are included in the cost per unit. There is very little that will need to be done onsite. Teardown pricing will depend on the city's intent with the units (moving, disposal, etc.) and can be negotiated at the time of teardown.

Replacement Parts

All parts and materials for the home, aside from the mini-split, are from local companies and are easily accessible upon request. Windows and doors will be of a standard size.

Expedited Delivery

Stanley Tiny Homes will not offer expedited delivery. However, if selected to be a supplier of homes to the city, providing these homes will be our primary objective for the length of the contract. When an order is placed all hands will be on deck. Therefore, for all intents and purposes, every delivery from Stanley Tiny Homes to the City of Portland will be an expedited delivery.

Cost Matrix

Item #	Description	Vendor Product Number	Quantity	Unit Cost
1 Nugget 1	Modern shed roof building with covered entrance. As pictured with a wardrobe for documents and clothes, a loft bed over a desk, with durable floors throughout.		1	24,500
2 Nugget 2	Pitched roof with gable on the covered porch. Comes with a wardrobe, bed and folding table/shelf.		1	23,000
3 Nugget 1- no loft	Nugget 1 model with loft removed has ground level bed, desk removed from the model 1 and our standard wardrobe and durable finishes		1	22,500
4 Ramp option	Add aluminum ramp to any of our units secured fastened with a slope of at least 1 ft per inch of drop as site conditions allow.		1	2,100

etc	*All models include quality mini split for heating/cooling and dehumidification. All units include window, door with keypad lock, smoke and carbon monoxide detectors and a low to the ground, pressure treated beam design for easy ramp installation.			
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Corporate Responsibility

State of Oregon Certification

Stanley Tiny Homes is currently in the process of getting COBID certified. Nate and Matt are the only individuals within the organization who are not women and/or identify as members of the BIPOC community.

COBID Certified Firm Subcontracting

All subcontracting will be conducted through COBID certified contractors.

Workforce Diversity and Community Involvement

In starting our business we tried our best to select clients which were from underserved communities. We quickly found that regardless of our practices those with existing resources were the ones that found us and the ones able to afford our homes. Instead, we switched to a model of wealth redistribution, where 10% of profits from custom homes is spent on materials for our nugget models which are then constructed with volunteer labor and donated to nonprofit organizations.

We preferentially hire individuals who have lived experience in the communities which we strive to serve. This results in the majority of those employed by Stanley Tiny Homes identifying as members of the BIPOC community and as more than 50% of our staff as having experienced homelessness and/or housing insecurity.

It is a goal of Stanley Tiny Homes to hire, mentor, and train individuals from the homeless community and provide them with the necessary references and job history they need to succeed in transitioning to permanent housing. We dream for this to evolve into a paid internship where we take on two individuals per quarter, train them in their preferred area (framing, roofing, design, etc.) and provide them with a certificate, which they can provide to future employers. If selected to build shelters for the city, it would make this dream much more likely to be a reality.

Employee Compensation

Stanley Tiny Homes provides wages well above the average (minimum of \$25/hour) for similar trade positions. We also provide healthcare coverage, and sick, paternity, and maternity leave. Our employees are the soul of our business - we put them first whenever possible.

Sustainable Business Practices

Our business does not currently hold any third-party certifications related to sustainable business practices. However, we attempt to be mindful of sustainable practices whenever possible.

What we have done currently to be more sustainable are as follows:

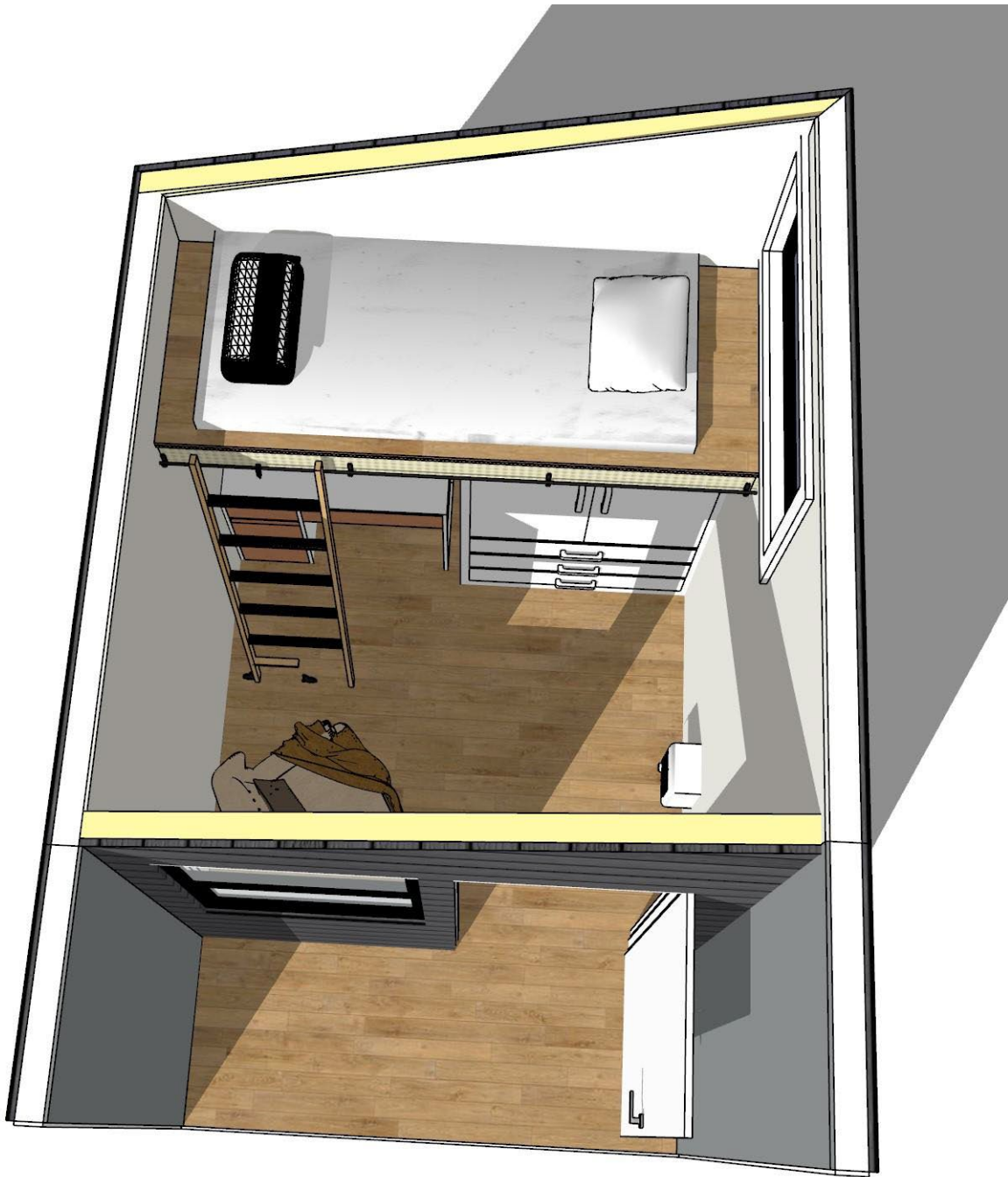
- Build in a community of builders on a prior Brownfield site, sharing utilities and dramatically decreasing our impact on the environment
- Choosing sustainable materials from reputable suppliers
- Integrating as many locally sourced materials as possible

Doing the above has decreased our overall impact and helps to make our practices more sustainable.

Appendix A











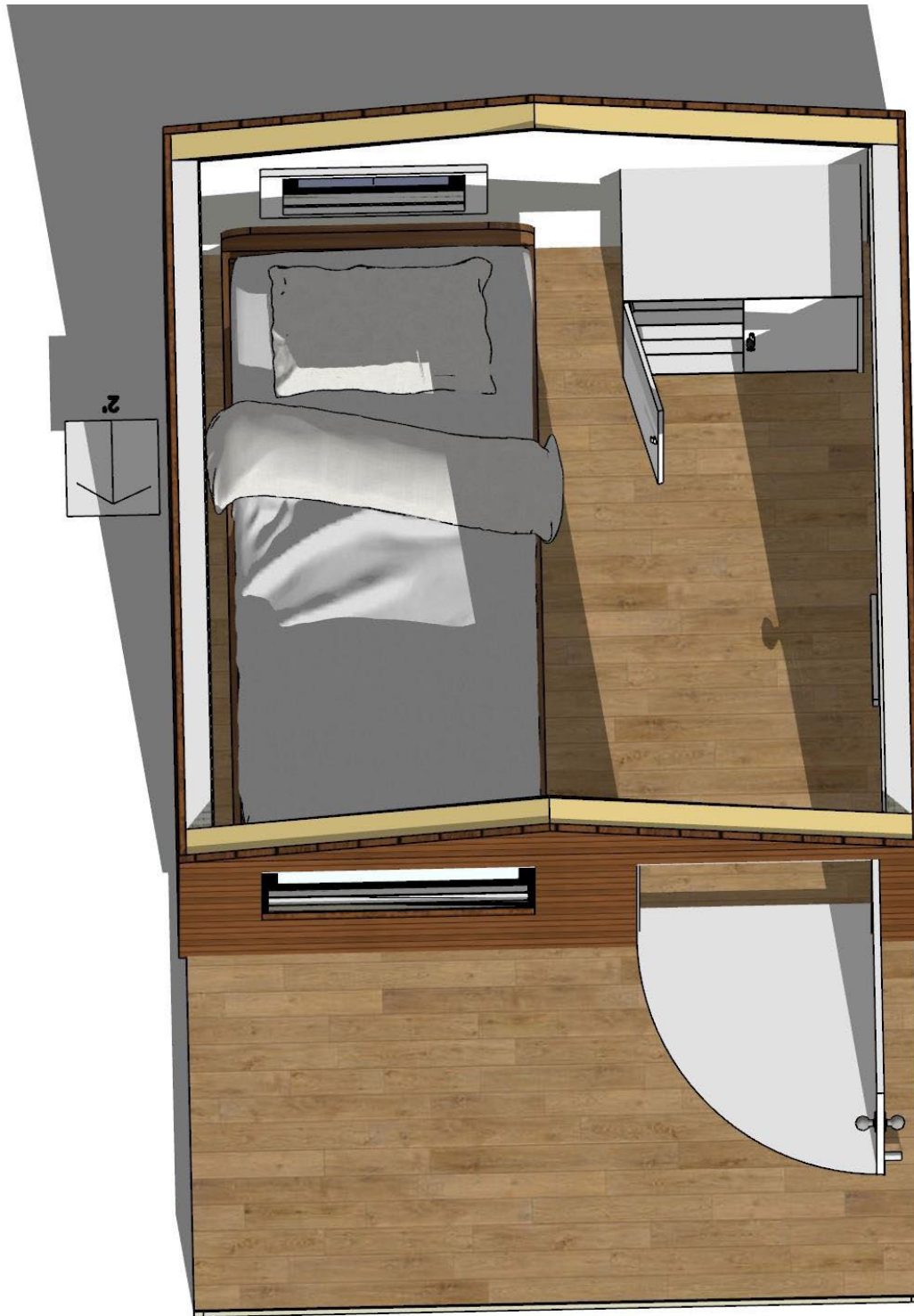



Exhibit D
Sample Forms

Exhibit D-1: CHANGE ORDER

	BUREAU NAME	LOGO

CHANGE ORDER

Contractor		Project Title	
Contract No.		Change Order No.	*SAMPLE*
Contract Date		Change Order Date	

Select	Type	Description and Reason for Change	Modification to:
<input type="checkbox"/>	Time		Project Schedule and/or Contract
<input type="checkbox"/>	Scope or Specifications		Statement of Work Acceptance Test Plan
<input type="checkbox"/>	Deliverables		Statement of Work Acceptance Test Plan
<input type="checkbox"/>	Price		Statement of Work and/or Contract
<input type="checkbox"/>	Terms and Conditions		Request Amendment to Contract
<input type="checkbox"/>	Other		

1. Additional time is necessary and the Project Schedule for the Statement of Work or a specific Deliverable is hereby extended through **(DATE)** or modified as shown on the attached Project Schedule.

2. Additional work or a change in work or Specifications is necessary. **For example, changes to the Statement of Work, Deliverables and/or the Acceptance Test Plan.**

3. A price adjustment is necessary for the following Deliverables. These changes will NOT affect the total not-to-exceed value of the Contract. **For example, price changes that show the original price and the modified price.**
4. An Amendment to the Contract is requested for the following reasons. **For example, any change to the total value of the Contract, the term or ending date of the Contract, or the Contract terms and conditions requires an Amendment.**

The Change Order is subject to the terms and conditions of the above-referenced Contract.

The rest of the Statement of Work shall remain unchanged and in full force and effect.

CITY OF PORTLAND

CONTRACTOR

Authorized Signature

Date

Authorized Signature

Date

Printed Name

Printed Name

City Project Manager

Title

Title

Exhibit E, Federal Requirements and Certifications

A. Equal Employment Opportunity.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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 such provisions will be binding upon

each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. Compliance with the Copeland “Anti-Kickback” Act.

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

C. Compliance with the Contract Work Hours and Safety Standards Act.

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

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

(3) Withholding for unpaid wages and liquidated damages. The City of Portland shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work

Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

D. Clean Air Act.

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

(2) The contractor agrees to report each violation to the Oregon Office of Emergency Management and understands and agrees that the Oregon Office of Emergency Management will, in turn, report each violation as required to ensure notification to the City of Portland, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

E. Federal Water Pollution Control Act.

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.*

(2) The contractor agrees to report each violation to the Oregon Office of Emergency Management and understands and agrees that the Oregon Office of Emergency Management will, in turn, report each violation as required to ensure notification to the City of Portland, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

F. Suspension and Debarment.

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City of Portland. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Oregon Office of Emergency Management and the City of Portland, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

G. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned Stanley Tiny Homes, LLC certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the

undersigned shall complete and submit Standard Form- LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Stanley Tiny Homes, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor’s Authorized Official

Nathaniel Stanley, Founder

Name and Title of Contractor’s Authorized Official

04/23/2022

Date

H. Procurement of Recovered Materials.

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA’s Comprehensive Procurement Guidelines web site,

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

I. Access to Records.

The following access to records requirements apply to this contract:

(1) The contractor agrees to provide Oregon Office of Emergency Management, the City of Portland, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

J. DHS Seal, Logo, and Flags.

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

K. Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

L. No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

M. Program Fraud and False or Fraudulent Statements or Related Acts.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.



**AMENDMENT No. 1 to
PRICE AGREEMENT No. 31002219
FOR
SHELTER VILLAGE HOUSING AND HYGIENE UNITS**

This Amendment No. 1 amends Price Agreement No. 1 dated 1st day of April, 2022, by and between Stanley Tiny Homes, LLC ("Contractor") a limited liability company of the State of Oregon, and the City of Portland, a municipal corporation of the State of Oregon ("City") by and through their duly authorized representatives. This Amendment may refer to Contractor and City individually as a "Party" or collectively as the "Parties."

The Effective Date of this Amendment is July 1, 2022. The purpose of this Amendment is to add funds, add prevailing wage language, and revise pricing.

The Parties agree to Amend the Price Agreement as follows:

1. The Price Agreement not-to-exceed amount of \$1,500,000.00 is increased by \$250,000.00 to a new total not-to-exceed amount of **1,750,000.00**.
2. The following language is added to the Price Agreement. New language is in **BOLD**:

4.5 Prevailing Wage Rates. State of Oregon, Bureau of Labor and Industries (BOLI) prevailing wage rates are required to be paid to workers in each trade or occupation that the Contractor or Subcontractor uses in performing all or part of the work on this project. The applicable prevailing wage rates for this project will be the rates in the BOLI publication titled "Prevailing Wage Rates for Public Works Contracts in Oregon" effective on July 1, 2022 which are hereby incorporated into this contract by this reference. Workers must be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840. You can download your copy from www.oregon.gov/boli.

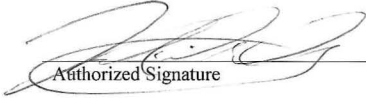
3. Pricing Exhibit A is replaced and updated per new **Amendment 1 Exhibit A**, attached to and incorporated by reference.

All other terms and conditions of the Price Agreement remain unchanged by this Amendment and in full force and effect.

This Amendment may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same instrument. The Parties agree that they may execute this Amendment by electronic means, including the use of electronic signatures.

IN WITNESS WHEREOF, the Parties hereby cause this Amendment to be executed.

Stanley Tiny Homes, LLC



Authorized Signature

8/8/2022

Date

Nathaniel E. Stanley, Founder

Printed Name and Title

Address: 8206 SW Terwilliger Blvd.
Portland, OR 97219

Phone: (503) 784-8029

Email: nate@stanleytinyhomes.com

Prepared By: _____

Sent to Stanley Tiny Homes, LLC, via email at nate@stanleytinyhomes.com.



CITY OF PORTLAND, OREGON

Contract No. 31002219

Contract Description: SHELTER VILLAGE HOUSING AND HYGIENE UNITS

CITY OF PORTLAND SIGNATURES:

By: N/A Date: _____
Bureau Director

By:  Date: 09/07/2022
Purchasing Agent

By: N/A Date: _____
Elected Official

Approved:

By:  Date: 09/08/2022
Office of the City Auditor

Approved as to Form:

By:  Date: 09/06/2022
Office of City Attorney

**Amendment 1 Exhibit A
Contractor's Price**

SECTION 1 Pricing.

1.1. Most Favorable Prices and Terms: (08/19) Contractor represents that all prices, terms and benefits offered by Contractor under this Contract are equal to or better than the equivalent prices, terms and benefits being offered by Contractor to any other state or local government unit or commercial customer for the same or similar Goods or Services.

1.2. Contractor's Pricing:

Item #	Description	Quantity	Unit Cost
1 Nugget 1	Modern shed roof building with covered entrance. As pictured with a wardrobe for documents and clothes, a loft bed over a desk, with durable floors throughout. 8'x10'	1	\$24,500.00
1 Nugget 1	Modern shed roof building with covered entrance. As pictured with a wardrobe for documents and clothes, a loft bed over a desk, with durable floors throughout. 8'x12'	1	\$26,500.00
2 Nugget 2	Pitched roof with gable on the covered porch. Comes with a wardrobe, bed and folding table/shelf.	1	\$23,000.00
3 Nugget 1 - no loft	Nugget 1 model with loft removed has ground level bed, desk removed from the model 1 and our standard wardrobe and durable finishes	1	\$24,500 \$22,500.00
4 Ramp option	Add aluminum ramp to any of our units secured fastened with a slope of at least 1 ft per inch of drop as site conditions allow.	1	\$2,100.00
Etc.	*All models include quality mini split for heating/cooling and dehumidification. All units include window, door with keypad lock, smoke and carbon monoxide detectors and a low to the ground, pressure treated beam design for easy ramp installation.		

VS

8/18/2022