

Excerpt from City of Portland, OR Request for Proposals for LED Streetlight Installation and Maintenance

PROPOSAL NO. 116619 *Rev July 2013*

**42. INTERGOVERNMENTAL COOPERATIVE PROCUREMENT:** The Contractor agrees to extend identical prices and services under the same terms and conditions to all public agencies. Quantities stated in this Price Agreement reflect the City of Portland usage only.

Any public agency that wishes to purchase items will execute its own contract with the awarded Contractor for its requirements.

The Contractor, in its sole discretion, may decline to extend the prices and terms of this Price Agreement to any and/or all other public agencies. If the Contractor enters into a contract with any public agency on terms or prices other than that outlined in this Price Agreement or in conjunction with a competitive bid process, then there is no reporting requirement to City of Portland.

**43. INTERGOVERNMENTAL COOPERATIVE ADMINISTRATIVE FEE (CAF):** A 1.0% annual cooperative administrative fee ("CAF") on Eligible Revenues will be paid to the City for any Intergovernmental Cooperative Procurement contracts that Contractor agrees to enter into under identical prices and terms and conditions to this Agreement and which did not result from a competitive bid process ("Eligible Contracts"). The pricing extended to Participating Entity shall be the purchase price before promotional discount as outlined in Attachment B charged to the City of Portland under this Price Agreement (#310005xx) for each product.

Eligible Revenues shall mean the revenues on Eligible Contracts. In the event that the City exercises its unilateral right to Early Termination under clause 33(b), then Contractor will no longer be liable to City of Portland for any CAF otherwise due and payable to City of Portland.

**VOLUME SALES REPORTS:** When other Participating Entities are offered the same terms and conditions as the original Contract/Price Agreement between the Contractor and the City, Contractor shall provide a twice yearly Volume Sales Report to the City of Portland. The reports shall include the complete and accurate details regarding all transactions pertaining to sales under the Price Agreement terms and conditions for that Reporting Period. The Contractor shall provide the Volume Sales Reports regardless whether or not any sales have been conducted. When no sales have been recorded for the period a report must be submitted by so stating "NO SALES FOR THIS PERIOD".

Volume Sales Reports may be submitted either by email, US post or electronically and will be submitted on the City's standard document. The Contractor will submit the Volume Sales Reports to:

Celeste King, CPPO  
Procurement Supervisor  
Procurement Services  
1120 SW Fifth Avenue, Room 750  
Portland, OR 97204

The City reserves the right to terminate this Price Agreement if the Volume Sales Reports are not received on a timely basis as described herein, provided however that the Contractor is granted the right to cure any breach in this regard within thirty days (30) of written notice by the City of said breach.

The sales information shall be supplied to the City of Portland, Procurement Services Division for the following Reporting Period of January 1 - June 30 and July 1 – December 31. All reports are due by the 30th day following the end of the Reporting Period.

During the term of this Price Agreement and for the sales during the previous Reporting Period, the Contractor shall remit CAF payments to the City of Portland within thirty (30) days of City's receipt of Volume Sales Report . The Contractor shall be responsible for timely reporting and payment. . The City reserves the right, at its own expense, to audit Contractor's records and other pertinent data as indicated herein in Section 26 Audits.

**CAF PAYMENTS:** Contractor shall remit CAF payments in the form of a check to:

Procurement Services, Operations  
1120 SW Fifth Avenue, Room 750  
Portland, OR 97204

All payments shall be due thirty days after the City's receipt of the Volume Sales Report. The CAF will NOT be reflected as a separate line item charge to authorized purchasers. Contractor's bid prices shall reflect all of the Contractor's charges 31 of 39 to authorized purchasers. City of Portland CAF shall be calculated based upon Participating Entity Volume Sales Report limited to paid-for purchases, net of returns, discounts and credits made by the Participating Entity. The calculation will be as follows:

City of Portland Price \$100.00 Markup 1% Participating Entity pays \$101.00; rebate to be paid to the City of Portland = \$1.00 ( $\$101 - (\$101/1.01)$ )

**DEFINITIONS:**

**Participating Entity** shall be any public/governmental organization utilizing this Agreement in accordance with purchasing procedures mandated by Local and State procurement statutes and regulations.

**Reporting Period** means the twice yearly reporting of sales as conducted via cooperative procurement under this Agreement/Contract.

**Intergovernmental Cooperative Procurement** means the Contractor will consider, on a case by case basis and in its sole discretion, whether to extend the products and services provided under this Price Agreement with the same terms and conditions to all public agencies. Quantities stated in this bid reflect the City of Portland usage only. A public agency wishing to purchase items will execute its own contract with the awarded Contractor for its requirements.

Participating Entities may utilize City contracts through Intergovernmental Cooperative procurement if the Price Agreement is determined by the Participating Agency to have been awarded in compliance with their bidding requirements and there is no statutory provision prohibiting such purchase.