

NOTE: This is a generic City-Pairs Price Agreement that was signed by all airlines providing city-pairs.

PRICE AGREEMENT NO XXXX
BETWEEN
STATE OF OREGON,
ACTING BY AND THROUGH ITS
DEPARTMENT OF ADMINISTRATIVE SERVICES STATE PROCUREMENT OFFICE ("STATE")
AND
_____ AIRLINE
("Contractor")

This Price Agreement is between the State and the Contractor.

- A.** The State issued RFP # 102-1782-11 seeking offers from qualified and responsible Proposers to provide the Services, described in this Price Agreement; and
- B.** Contractor submitted a Proposal in response to the RFP offering to provide the Services pursuant to the terms and conditions set forth herein; and
- C.** The State, by its execution of the Price Agreement, has accepted Contractor's offer to the extent set forth by the State's signature in Section 9.
- D.** This is a Price Agreement between _____ Airline and the State of Oregon to provide City Pair Air Fares for the State of Oregon and Participating ORCPP Members.

AGREEMENT:

In consideration of the foregoing recitals and subject to the covenants, terms and conditions set forth below the parties agree as follows:

1 GENERAL DEFINITIONS/ INFORMATION:

1.1 "Addendum" or "Addenda" means an addition or deletion to, a material change in, or clarification of, the RFP. Addenda shall be labeled as such and shall be made available to all interested Proposers in accordance with Oregon Administrative Rule (OAR) 125-247-0430.

1.2 "Authorized Purchaser" means SPO, Purchasing Agencies ordering Goods or Services pursuant to SPO purchasing authority and direction, and State Agencies with their own purchasing authority. It may also include ORCPP Participants with appropriate purchasing authority under their applicable rules and regulations.

1.3 "Contract" means a request to purchase Services under this Price Agreement by an Authorized Purchaser and the delivery of those Services by the Contractor. The terms and conditions of a Contract include the terms and conditions of this Price Agreement to the extent incorporated by reference as provided in Exhibit A of this Price Agreement.

1.4 "Contractor" means the Entity with whom the State enters into a Price Agreement setting prices for the purchase of Services, pursuant to the RFP.

1.5 "DAS" means the Oregon Department of Administrative Services.

1.6 "Entity" means a natural person with legal capacity to contract, sole proprietorship, limited liability company, corporation, partnership, limited liability partnership, limited partnership, profit or non-profit unincorporated association, business trust, two or more persons each with legal capacity to contract and having a joint or common economic interest, or any other person with legal capacity to contract, or a government or governmental subdivision. Entity does not include a State Agency.

1.7 "ORCPP" means the Oregon Cooperative Purchasing Program, which allows its members to utilize certain State Price Agreements for Goods and Services. ORCPP Participants include but not limited to: cities, counties, school districts, special districts, Qualified Rehabilitation Facilities (QRF's), Oregon Department of Higher Education, Oregon Health Sciences University, Oregon State Lottery, residential programs under contract with the Oregon Department of Human Services, United States governmental agencies, and American Indian tribes or agencies.

1.8 "Participant" has the same meaning as Authorized Purchaser.

1.9 "Price Agreement" means this agreement for the procurement of Services, and consists of the entire agreement between the Contractor and the State, comprised of the RFP and the Contractor's Offer.

1.10 "Project" means the scope of this Price Agreement, including all Services to be provided hereunder.

1.11 "Proposal" means the Proposer's written offer submitted in response to an RFP, including all necessary attachments.

1.12 "Proposer" means the Entity that submits a Proposal in response to an RFP.

1.13 "Request for Proposals" or "RFP" means the entire solicitation document, including all parts, sections, exhibits, attachments, and Addenda.

1.14 "Services" means all work required to be performed under this Price Agreement.

1.15 "SPO" means State Procurement Office.

1.16 "State" means the State of Oregon and its boards, commissions, departments, institutions, branches, and agencies.

1.17 "State Procurement Office" means the central purchasing office of the State Services Division of DAS.

1.18 "UCC" means the Uniform Commercial Code, ORS chapters 71, 72, and 72A, as applicable and as amended from time to time.

SECTION 2 - POINTS OF CONTACT

STATE CONTACT:

Tim Hay, State Procurement Analyst,
1225 Ferry Street SE, U140
Salem, OR 97301-4285

Tel: (503) 378-4650
Fax: (503) 373-1626
e-mail: tim.hay@state.or.us.

CONTRACTOR CONTACT:

Name:
ADDRESS:

Tel:
Fax:
e-mail:

SECTION 3 – GENERAL REQUIREMENTS

3.1 DEFINITIONS PERTAINING TO THIS PRICE AGREEMENT

A. CAPACITY CONTROLLED INVENTORY: Any available seat above the bottom 1/3 of the airline's seating hierarchy in coach class of the carrier's commercial fare classification code schedule.

B. CITY-PAIR: The one-way flight in either direction between two designated cities.

C. CITY-PAIR FARE: The fare for a one-way flight in either direction between two designated cities.

D. CONTRACTED TRAVEL AGENCY: The travel agency or agencies with which the State of Oregon contracts for statewide travel management services, and their affiliates and subcontractors.

E. CONTRACTOR'S REPRESENTATIVE: An individual designated by the Contractor to act on behalf of the Contractor concerning the terms and conditions set forth in proposal and Contract documents.

F. DIRECT FLIGHT: A direct flight from one segment (city) to another segment (city) utilizing the same aircraft with just one stop.

G. NON-STATE AGENCY PARTICIPANTS: Any city, county, school district, board, commission or other political subdivision that participates in the State Travel Management Program. Through an agreement with the Department of Administrative Services, non-state agencies participate in all aspects of the program and have agreed to operate under all requirements. Additional non-state agencies may participate in the Program by entering into the agreement. Non-State Agency Participants are defined as ORCPP members and has the same meaning as defined as "Participants" in Section 1.8.

Contractor shall provide all contracted services to Authorized Purchasers in the same manner as state agencies. Any reference to "State" shall also apply to Authorized Purchasers, PROVIDED, HOWEVER, that each Authorized Purchaser shall be exclusively responsible for compensating Contractor for the Services ordered by the Authorized Purchaser (See Sections 4.5 and 6.1.1 of this Price Agreement). The City-Pair Air Fare proposal is one part of the State's Travel Management Program.

H. NON-STOP FLIGHT: A direct flight from one segment (city) to another segment (city) with no stops or layovers in between.

I. TRAVELER: Any ticket holder whose arrangements were made through a Contracted Travel Agency. Travelers shall be on State of Oregon or Participant business and representing their government entity. Not all agencies issue employees identification; therefore, not all travelers will possess government identification.

J. Y-CLASS INVENTORY: Any available seat up to 100% of the plane's seating capacity in coach class.

3.2.BONUS MILEAGE POINTS: The State agrees to waive the right to receive "frequent flyer" bonus points for State agency and Participant agency travelers using City-Pair fares in order to obtain the lowest possible contracted air fares for both Y-Class and Capacity Controlled Fares.

3.3 PUBLISHED TARIFF: The Contractor shall enter all awarded City-Pair fares into their published tariffs within thirty (30) business days after the issuance of a Notice to Proceed.

3.4 PENALTIES AND RESTRICTIONS: Neither penalties nor restrictions may be imposed on contract airline fares resulting from this RFP for both Y-Class and Capacity Controlled fares. City Pair Fares shall not be subject to any time limitation for advance purchase of tickets; excursion, day or time of departure; length of stay; ticket cancellation or change of reservations charges or other special purchase requirements. All fares offered by the Proposer in both Y-Class and Capacity Controlled shall have equal rules and carry no restrictions or limitations.

3.5 BOUND/IN CUSTODY PASSENGERS: Certain Authorized Purchasers may require transporting bound or in custody passengers (prisoners, runaway children, etc). It is understood by the State and Participants that Contractors may have different policies regarding the transportation of bound or in custody passengers.

3.6 PRICE APPLICABILITY: All fares awarded herein shall be available on all tickets purchased by State agencies and Participants during the initial twelve month Price Agreement period (August 1, 2011 thru July 31, 2012). The State requires that all tickets purchased within the Price Agreement period allow a minimum availability of dates for travel at least 30 days (90 days preferred) after the expiration of the term of the Price Agreement. Price Agreement fares established by this Price Agreement must be made available for the booking of travel, by the State, Authorized Purchasers, and by the Contracted Travel Agencies, that will occur after the expiration this Price Agreement.

Contracted City-Pair Fares shall apply seven (7) days per week to all coach class seats, for both Y-Class inventory and Capacity Controlled inventory, on all scheduled flights. A Contracted City-Pair Fare shall be the highest fare the Contractor can charge the State agency or a Participant for a coach class ticket on that route for Y-Class or Capacity Controlled inventory. Fare rules shall be the same level for both Y-Class and Capacity Controlled Fares.

Published fares lower than the contracted City-Pair Fares offered to the general public by Contractor shall also be available to State agencies and Participants. Contractor shall arrange for prompt adjustment on all charges exceeding contracted City-Pair Fares.

3.7 APPLICABILITY OF FARES: Contracted airline fares shall apply only between the City-Pairs quoted by the Contractor and shall not be applicable to or from intermediate points. Contractor may not construct or reconstitute fares or routing within a City Pair in a manner that results in fares that are lower than the contracted fare for that City Pair. However, the State and Authorized Purchasers may use these fares in conjunction with any other published or contracted airline fares. In these circumstances, the lowest published fares in conjunction with the contracted City Pairs will be added to the applicable City Pair Fares. Under this provision, the Contractor shall provide through-ticketing and service, except where prohibited by applicable statute, regulation, or interline carrier agreements.

Each City-Pair Fare offered must include standard fuel charges, any standard baggage allowance offered by the Contractor, all other applicable taxes, and all fees, commissions, or charges. Proposer's pricing shall NOT include Passenger Facility Charges (PFC's), Segment Fees or Security Fees. (The fare proposed **must** be the same as the base fare listed on the traveler's passenger receipt). Contractor may assess a fuel surcharge per Section 5.2.C. The fuel surcharge, and any periodic adjustments to the fuel surcharge, must be mutually agreed between the Contractor and the State before the fuel surcharge or any adjustment can take effect.

3.8 SERVICE CHANGES: If the frequency of flights in a contracted City Pair decreases more than 25% from the number of flights originally provided in the response, the Contractor must provide thirty (30) calendar days' prior written notice to SPO of the change of service. If the Contractor cannot provide thirty (30) calendar days' prior written notice, notification should be given as soon as possible. If the frequency of flights in a contracted City Pair decreases 50% or more from the number of flights originally provided in the response, SPO has the right to cancel the affected City Pair with the Contractor. SPO may exercise its right to cancel the affected City-Pair Fare and award the affected City Pair to the Proposer with the next highest total points.

If the Contractor discontinues all flights in a contracted City Pair, the Contractor must provide thirty (30) calendar days' written notice to SPO prior to the discontinuance of service. If the Contractor cannot provide thirty (30) calendar days' prior written notice, notification should be given as soon as possible. SPO has the option of awarding the discontinued City Pair to the Proposer with the next highest total points.

If the selected Contractor temporarily ceases all operations or is placed in temporary nonuse status by the U.S. Department of Defense, the State and Participants may use the services of other carriers in those affected contract City Pairs for the duration the period of temporary nonuse/suspension. Should the Contractor resume operations, the use of services will resume in accordance with the terms of the Price Agreement. If the Contractor does not resume operations within sixty (60) days from the temporary cease of all operations or from placement of temporary nonuse, the State has the option of awarding the affected City Pairs to the Proposer with the next highest total points.

3.9 RESERVED

3.10 AIRFARE ARRANGEMENTS: City-Pair Fares shall be issued only by the Contracted Travel Agency or agencies. SPO shall provide a list of Contracted Travel Agencies and their Airline Reporting Corporation (ARC) numbers who are authorized to issue City-Pair tickets upon award of Price Agreement. SPO reserves the right to amend this list with additions or deletions as needed. Contractor shall not charge any booking, processing or segment fees in relation to City Pairs tickets sold and issued by Contracted Travel Agency or agencies.

3.11 AIRFARE PAYMENT: SPO has contracted on behalf of the State and Participants for travel related charge services which include air fares. The Contracted Travel Agency (or agencies), under contract with the State of Oregon, charges the fare to the State's or Participant's respective billing number. The forms of payment for this Price Agreement are the Visa credit card (series 4730 and 4488 only) for State agencies, Participants, and the Oregon University System. If the State or University System awards a new contract for its travel related charge services, SPO shall notify the Contractor in writing prior to the tickets being purchased with the new charge cards. The State reserves the right to allow a check form of payment through the State of Oregon Contracted Travel Agency whenever a credit card becomes unavailable. At the discretion of any State Contracted Travel Agency, the Contracted Travel Agency may accept a check as the form of payment from the Participant and process the ticket through ARC. Under no circumstances shall checks be written directly to the Contractor.

3.12 STATE TRAVEL POLICY: State of Oregon travel policy requires, and will continue to require:

- State agency travelers (state agency personnel who travel on business for those state agencies that are subject to SPO contracting oversight under Oregon Revised Statutes (ORS) 279A.050 and ORS 279A.140 or SPO regulation or policy) to refer to the appropriate price agreements for Airline Ticket Purchases.
- Contracted City-Pair Fares shall be made available only to the Contracted Travel Agency or agencies, which shall be directed to use those fares only for State agency and Participant agency travel.
- The Contracted Travel Agency (or agencies) shall be directed not to offer any special fare of another airline that matches a Contracted City-Pair Capacity Controlled fare.
- If the contracted airline for a City-Pair Segment offers a lower price restricted ticket or published fare lower than the Capacity Controlled fare, the State reserves the option to purchase the lower price ticket with the contracted airline for that City-Pair Segment.
- The State reserves the right to allow travel on an alternate carrier only if:
 1. The Contractor is oversold for a requested flight,
 2. A flight is cancelled,
 3. The Contractor's policy prevents the movement or requires a special requirement that is too restrictive to the Participant for the movement of bound or in custody passengers,
 4. The circumstances or conditions affecting the Contractor, its scheduling or its flights delay or probably will delay the traveler by more than three hours for air travel (one way)

that both originates and has its destination in North America, or by more than four hours for air travel (one way) that either originates or has its destination outside North America, or in situations where a traveler is unable to reach his/her final destination in the time required. Examples of delaying circumstances or conditions include, but are not limited to:

- (i). A lay-over between connecting flights that exceeds the applicable maximum number of hours of delay stated above;
 - (ii) Any combination of lay-overs on a one-way series of flights that in the aggregate exceed the applicable maximum number of hours of delay stated above; or
 - (iii) Any event that delays either the scheduled boarding or the scheduled take-off of a flight by more than the applicable maximum number of hours of delay stated above.
5. **There is available to the Authorized Purchaser a lower priced published fare that is more than \$25.00 lower than the lowest Contractor's published fare.**

3.12.1 GROUP TRAVEL: Contractor reserves the right to approve or reject group travel (10 or more travelers) from utilizing the Contract Airline Fares under this Price Agreement.

3.13 PRICE DISCRIMINATION: Contracted prices must be applicable for all available seats on a given flight in the coach class section, for both Y-Class inventory and Capacity Controlled inventory. Contractor shall not discriminate against any State or Authorized Purchaser travelers in favor of higher fare tickets paid by other travelers on any given seat or block(s) of seats.

3.14 FARE BASIS CODE: The State of Oregon contract airline fares shall be available in two separate categories: Unrestricted "Y-Class" fares and Capacity Controlled, "_CAOR" fares.

Unrestricted fares must be filed under the fare basis code of "YCAOR" to identify all contract airfares for the State. Contract airlines under this fare basis code must be available for booking under the "Y-Class" booking code or other booking class codes used by the Contractor to designate normal unrestricted coach class seats except as noted below.

Capacity Controlled fares must be filed under the fare basis code of "_CAOR" to identify all contract airline fares for the State. A Capacity Controlled "_CAOR" fare shall be offered only in conjunction with a "YCAOR" fare except as stipulated below. Contract airline fares under this fare basis code are capacity-controlled and no other restrictions shall apply. All contract "_CAOR" airline fares shall be any available seat above the bottom 1/3 of the airline's seating hierarchy in coach class of the carrier's commercial fare classification code schedule. The Capacity Control fare code shall be identified as indicated in the Pricing Section. Capacity Controlled fares must be viewable on the first screen of the Global Distribution System (GDS).

The State may accept an offer for Capacity Controlled markets served with commuter type aircraft (aircraft seating 50 or fewer passengers), filed by the Contractor under the fare basis code of "_CAOR" if the City Pair is served in whole or part by the commuter aircraft.

For cities that have multiple airports, (e.g. Houston, Chicago, Washington D.C.) the contract airline fares must be filed with the airport-specification designation (e.g. YCAORDCA or YCAORIAD). The Contractor shall not discriminate against any State or Authorized Purchaser travelers in favor of higher fare tickets paid by other travelers on any given seat or block of seats.

The Contractor shall notify SPO of any changes in the commercial fare classification code structure that affect the awarded City Pairs not less than 15 calendar days after the change. The City Pairs shall be revised as needed to ensure that the original proportional relationship of the awarded class of City Pairs to the other classes of fares within the Contractor's commercial code structure is maintained.

3.15 RESERVATION AND TICKET SALES: The Contractor shall have contract airline fares entered into its electronic reservation system and any other electronic reservation system in which it participates within thirty (30) days from written notification of Price Agreement award.

Reservations and tickets shall be available to the State through all of the following sources: direct from the Contractor; through all member airlines of the Airline Reporting Corporation (ARC) or the International Airlines Travel Agent Network (IATAN)(where allowed by interline agreements); the State's Contracted Travel Agency, on-line booking and reservation systems; and all other travel agencies approved by the airline and the ARC or IATAN. Reservations for state travelers shall be confirmed on the same basis that reservations are confirmed for other travelers.

3.16 CIRCUIITY MILEAGE: Contractor shall only offer City-Pair Segments where the total flight miles between Segments does not exceed the chart shown below.

Flight Miles	Percentage Allowed
0-200	175%
201-600	160%
601-1000	145%
1001-1400	140%
1401-2000	135%
2001-3000	130%
3001 & up	125%

3.18 CODE SHARING: Contractor must indicate both (i) all flight number series or sequences (and the carriers) where code sharing will be allowed; (ii) and all flight number series or sequences where code sharing will be prohibited; in any resulting contract. With any SPO approved code sharing, it shall be the Contractor's responsibility to seek compensation from its code share partner for tickets booked using the partner's equipment. The Contractor shall not seek reimbursement from or make any charge back against, either the State's travel management provider(s), the State, or any Authorized Purchaser.

3.19 MANDATORY REQUIREMENTS: Contractor shall meet all of these mandatory requirements.

1. The City Pair fare offered shall be available on all non-stop, direct and connecting flights.
2. There shall be no more than one (1) connection or stop on flights to or from Portland, Oregon.
3. There shall be no more than two (2) connections or stops on flights to or from Boise, Idaho, Pasco, Washington, or cities in Oregon, other than Portland.
4. There shall be no more than three (3) connections or stops on flights to or from cities outside North America.
5. The maximum layover during any connection or stop shall not exceed two (2) hours in North America or four (4) hours outside North America.
6. Airlines shall provide a minimum of three (3) flights each way per day from Portland and a minimum of two (2) flights per day from all other cities in Oregon (excluding Portland), Boise Idaho and Pasco Washington that meet the connection, stop and layover criteria for North America City Pairs and one (1) flight each way per day for cities outside North America. Airlines flying to international locations may use code sharing partner airlines to meet this requirement. Code sharing of additional domestic flights with partner airlines is allowed provided the Contractor meets the minimum requirements set forth above. All domestic flights must originate after 5:30 AM and conclude by 11:30 PM. There are no time restrictions on international flights.
7. Fares shall be from the inventory for both Y-Class and Capacity Controlled fares.

8. Airlines must offer seats above the bottom 1/3 of their seating hierarchy in coach class for Capacity Controlled inventory to the State.

9. No ground transportation segments shall be allowed. All segments (cities) shall have scheduled air service offered by airline or partner airline.

10. No routing restrictions shall be placed on published connections in City-Pair markets. City-Pair fares shall be available on all normal routings and through all hubs of the airline's published availability.

11. All fares shall be published on the Central Reservation System (CRS) through systems such as Galileo, Worldspan, Sabre or equivalent systems that are available to travel agencies.

12. Contracted City-Pair fares must be treated the same as published fares for any re-accommodations.

THE REST OF THIS PAGE IS INTENTIONALLY BLANK

SECTION 4 - STANDARD SERVICE PRICE AGREEMENT TERMS AND CONDITIONS

4.1 ORDER OF PRECEDENCE: The printed terms and conditions set out in this Section 4 are the Oregon Standard Service Contract Terms and Conditions established for trade services. The State may also provide Special Terms and Conditions in Section 5, which apply only to the Price Agreement awarded as a result of this solicitation. Whenever possible, all terms and conditions are to be harmonized. In the event of a conflict between the Standard and Special Terms and Conditions, the Special Terms and Conditions take precedence, unless the Standard term in question is required by law. In the event of any other conflict, the Price Agreement shall be interpreted utilizing the following order of precedence: (i) the Special Terms and Conditions, (ii) these Standard Terms and Conditions, and (iii) the attached pricing.

4.2 NOT USED

4.3 PAYMENT; OVERDUE ACCOUNT CHARGES: Payment shall be due and owing no later than thirty (30) days from date of acceptance of Services or expiration of the acceptance period, whichever occurs first. Contractor may only assess overdue account charges, in accordance with the provisions of ORS 293.461(3), up to a maximum rate of two-thirds of one percent per month (8% per annum).

4.4. NOT USED

4.5 SOURCE OF FUNDS; FUNDS AVAILABLE AND AUTHORIZED: Contractor shall look to the individual Authorized Purchasers for payments due and owing under the Price Agreement. Contractor understands and agrees that Authorized Purchasers' payment of amounts under the Price Agreement attributable to purchases made after the last day of the current fiscal period is contingent on Authorized Purchasers receiving from the Oregon Legislative Assembly appropriations, limitations, or other expenditure authority sufficient to allow Authorized Purchasers, in the exercise of its reasonable administrative discretion, to continue to make payments under the Price Agreement

4.6 NOT USED

4.7 INSPECTIONS/ACCEPTANCE:

4.7.1 CURE:

4.7.1(a) SERVICES. Authorized Purchasers may elect to have the Contractor perform remedial Services that comply with the Price Agreement specifications and warranties, or may, in their sole discretion, have the Services performed by other providers and charge the cost to Contractor.

4.7.1(b) Nothing in this Section 4.7.1 shall preclude Authorized Purchasers from other remedies to which they may be entitled.

4.8. WARRANTIES:

4.8.1 WARRANTIES CUMULATIVE. All warranties provided in the Price Agreement shall be cumulative, and shall be interpreted expansively so as to afford the State and Authorized Purchasers the broadest warranty protection available.

4.9 INDEPENDENT CONTRACTOR; RESPONSIBILITY FOR TAXES AND WITHHOLDING:

4.9.1 Contractor shall perform all required Services as an independent contractor. Although State and

each Authorized Purchaser reserves the right (i) to determine (and modify) the delivery schedule for the Services to be performed and (ii) to evaluate the quality of the completed performance, State and Authorized Purchasers cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Services.

4.9.2 If Contractor is currently performing work for the State or the federal government, Contractor warrants and certifies that: Contractor's performance of Services under the Price Agreement creates no potential or actual conflict of interest as defined by ORS 244 and no rules or regulations of Contractor's employing agency (state or federal) would prohibit Contractor's performance of Services under the Price Agreement. Contractor is not an "officer", "employee", or "agent" of State or of any Authorized Purchaser, as those terms are used in ORS 30.265.

4.9.3 Contractor shall be responsible for all federal or State taxes applicable to compensation or payments paid to Contractor under the Price Agreement, and unless Contractor is subject to backup withholding, neither State nor Authorized Purchasers will withhold from such compensation or payments any amount(s) to cover Contractor's federal or State tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under the Price Agreement, except as a self-employed individual.

4.10 COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS:

4.10.1 Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Price Agreement. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Price Agreement: (i) Titles VI and VII of Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) The Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vi) The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (vii) ORS Chapter 659, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. The laws, regulations, and executive orders applicable to the Price Agreement are incorporated by reference where so required by law. For public Contracts as defined in ORS 279A.020, State's and each Authorized Purchaser's performance is conditioned on Contractor's compliance with ORS 279B.020, 279B.220, 279B.230, and 279B.235, the terms of which are incorporated by reference into this Price Agreement.

4.10.2 In the event any Service to be provided under the Price Agreement is discovered by Contractor not to be in compliance with the applicable standards, Contractor shall immediately notify the Authorized Purchaser of the non-compliance, and shall provide copies of the notice or other documentation.

4.10.3 If, in the sole discretion of the Authorized Purchaser, a change in the law frustrates the purpose of the Price Agreement or would result in a change in Price Agreement price, Authorized Purchaser may terminate the Price Agreement without penalty. Contractor's remedy shall be limited to reimbursement for the percentage of the Services completed. In the alternative, if price renegotiation or amendment is available to Authorized Purchaser, Authorized Purchaser may require Contractor to complete necessary modifications, where applicable, in a timely manner. In such case, where applicable, the parties shall negotiate the price of necessary changes in good faith. Contractor shall be responsible for making and implementing any modifications required by a change in the applicable to the Price Agreement, at no cost to the Authorized Purchaser.

4.11 FOREIGN CONTRACTOR: If the amount of a Contract with an Oregon Authorized Purchaser exceeds \$10,000 and if Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue all information required by that Department relative to the Price Agreement. The Oregon Authorized Purchaser shall be entitled to withhold final payment under the Contract until Contractor has met this requirement.

4.12 SAFETY AND HEALTH REQUIREMENTS: Contractor warrants that Goods and Services provided under the Price Agreement comply with all applicable federal health and safety standards, including but not limited to, Occupational Safety and Health Administration (OSHA), and with all Oregon safety and health requirements, including, but not limited to, those of the State Workers' Compensation Division.

4.13 RECYCLED PRODUCTS: Contractor shall use recycled and recyclable products to the maximum extent economically feasible in the performance of all Contracts with Authorized Purchasers subject to ORS 279B.270. These products shall include recycled paper, recycled PETE products, as defined in ORS 279A.010(1)(hh), and other recycled plastic resin products. Contractor shall specify the minimum percentage of recycled product used.

4.14 TIME IS OF THE ESSENCE: Contractor agrees that time is of the essence for Contractor's performance of its obligations under the Price Agreement.

4.15 FORCE MAJEURE: Neither Authorized Purchaser nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, war, or any other cause which is beyond the party's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the Price Agreement. SPO may terminate the Price Agreement upon written notice after reasonably determining that such delay or default will likely prevent successful performance of the Price Agreement.

4.16 EVENTS OF DEFAULT:

4.16.1 CONTRACTOR. Contractor shall be in default under the Contract if:

4.16.1(a) Contractor commits any material breach or default of any covenant, warranty, certification, or obligation it owes under the Contract;

4.16.1(b) Contractor institutes an action for relief in bankruptcy or has instituted against it an action for insolvency; makes a general assignment for the benefit of creditors; or ceases doing business on a regular basis of the type identified in Contractor's obligations under the Contract; or

4.16.1(c) Contractor attempts to assign rights in, or delegate duties under, the Contract, or sells or otherwise transfers title or an ownership interest in rented Goods.

4.16.2 AUTHORIZED PURCHASER. The Authorized Purchaser shall be in default under the Contract if it commits any material breach or default of any covenant, warranty, certification, or obligation it owes under the Contract.

4.17 TERMINATION:

4.17.1 MUTUAL CONSENT. The Price Agreement may be terminated at any time by mutual written consent of the Contractor and SPO.

4.17.2 AGENCY. SPO shall act on behalf of Authorized Purchasers in terminating this Price Agreement.

4.17.2(a) FOR CONVENIENCE. SPO may without penalty to the State, and at its sole discretion, terminate the Price Agreement at any time, in whole or in part, for convenience.

4.17.2(b) LACK OF FUNDING/LEGAL PROHIBITION. Authorized Purchasers are excused from performance, and SPO may without penalty to the State terminate the Price Agreement, in whole or in part, immediately upon notice to Contractor, or at such later date as SPO may establish in such notice, upon the occurrence of any of the following events: (i) State or an Authorized Purchaser fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the Goods to be purchased or the Services to be provided under the Price Agreement; or (ii) federal or state laws, regulations, or guidelines are modified or interpreted in such a way that either the purchase of Services or Goods under the Price Agreement is prohibited, or State or an Authorized Purchaser is prohibited from paying for such Services or Goods from the planned funding source. Pursuant to this Section, upon receipt of written notice of termination, Contractor shall stop performance under the Price Agreement as directed by SPO.

4.17.2(c) EVENT OF DEFAULT. Authorized Purchaser is excused from performance and SPO may terminate the Price Agreement, in whole or in part, immediately upon an event of default by Contractor. In the event a court of competent jurisdiction determines that insufficient evidence of Contractor's default has been established, the termination shall be deemed for SPO's convenience.

4.17.2(d) RETURN OF DOCUMENTS/DELIVERABLES. Upon termination of the Price Agreement by SPO, Contractor shall deliver to Authorized Purchaser all documents, information, works-in-progress, and other property that are or would be deliverables had the Price Agreement been completed. Contractor shall also deliver to Authorized Purchaser all property in Contractor's possession or subject to its control required to complete the Price Agreement.

4.17.3 CONTRACTOR. Contractor may terminate the Contract, in whole or in part, immediately upon an event of default by Authorized Purchaser.

4.17.4 STATE: If a Price Agreement is terminated with a Contractor for any reason, SPO reserves the right to award the affected City-Pair markets held by that Contractor to the Proposer with the next highest total points for each market.

4.18 INDEMNIFICATION:

4.18.1 Contractor shall defend, indemnify, save, and hold harmless the State and its officers, employees and agents and all Authorized Purchasers from and against all claims, suits, actions, losses, damages, liabilities, and costs and expenses of any nature whatsoever resulting from, arising out of, or relating to (i) the activities of Contractor or its officers, employees, subcontractors, or agents, (ii) the Goods sold, and (iii) the Services provided pursuant to the Price Agreement.

4.18.2 Provided, however, that the Oregon Attorney General must give written authorization to any legal counsel purporting to act in the name of, or represent the interests of, the State or its officers, employees and agents prior to such action or representation. Further, the State or any Authorized Purchaser, acting by and through its Department of Justice, may assume its own defense, including that of its officers, employees and agents, at any time when in the State's or the Authorized Purchaser's sole discretion it determines that (i) proposed counsel is prohibited from the particular representation contemplated; (ii) counsel is not adequately defending the interests of the State, the Authorized Purchaser or their respective officers, employees and agents; (iii) important governmental interests are at stake; or (iv) the best interests of the State are served thereby. Contractor's obligation to pay for all costs and expenses shall include those incurred by the State or Authorized Purchasers in assuming their own defense or that of their officers, employees, and agents under (i) and (ii) above.

4.19 REMEDIES:

4.19.1 STATE. In addition to the remedies afforded elsewhere herein, the State and any Authorized Purchaser shall be entitled to recover for any and all actual and incidental damages suffered as the result of Contractor's breach of contract. The State and Authorized Purchasers shall also be entitled to any equitable remedies to which they may show themselves entitled.

4.19.2 CONTRACTOR. Contractor's sole remedy for State's or an Authorized Purchaser's breach of contract shall be a claim for the sum designated for performing the Services multiplied by the percentage of Services completed and accepted by State or the Authorized Purchaser, less previous amounts paid by the State or Authorized Purchaser under the terms of the Contract, if any, and any right to setoff the State or Authorized Purchaser may have.

4.19.3 ATTORNEY'S FEES. With the exception of defense costs, attorney fees and expenses that may be recoverable under Section 4.18, above (pertaining to Indemnification), neither party shall be entitled to recover attorney's fees, court and investigative costs, or any other fees or expenses associated with pursuing a remedy or damages arising out of or relating to the Contract.

4.20 TRADE SECRETS: Contractor shall label the information and documentation qualifying as trade secrets under ORS 293.501(2) that it wishes to protect from disclosure to third parties with the following: "This data constitutes a trade secret under ORS 192.501(2) and is not to be disclosed except as required by law." Authorized Purchaser will take reasonable measures to hold in confidence all such labeled information and documentation. Provided, however, the State shall not be liable for release of any information when authorized or required by law or court order to do so, whether pursuant to Oregon Public Records Law or otherwise. Further, the State shall also be immune from liability for disclosure or release of information under the circumstances set out in ORS 646.473(3).

4.21 ACCESS TO RECORDS: Contractor shall retain, maintain, and keep accessible all records relevant to Contractor's performance of the Price Agreement (collectively, "Records") for a minimum of three (3) years, or such longer period as may be required by applicable law following expiration or termination of the Price Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to the Price Agreement, whichever date is later. Contractor shall maintain all fiscal Records during the Record-retention period in accordance with generally-accepted accounting principles. SPO, as well as its duly authorized representatives, shall have access to Records for purposes of examination and copying.

4.22 AUTHORIZED REPRESENTATIVES/NOTICES: For the SPO, the authorized representative shall be the individual identified as the contact person in Section 2. Contractor's authorized representative shall be the individual specified in the Proposal. All notices required under the Price Agreement shall be in writing and addressed to the appropriate authorized representative. Mailed notices shall be deemed given five (5) days after post-marked, when deposited, properly addressed and prepaid, into the U.S. postal service. Faxed notices shall be deemed given upon electronic confirmation by the transmitting machine of successful transmission to the designated fax number.

4.23 INSURANCE: Contractor shall maintain during the term of the Price Agreement the insurance required under Section 7.

4.24 GOVERNING LAW: The Price Agreement shall be governed by and construed in accordance with the internal laws of the State of Oregon without regard to principles of conflicts of law. With regard to transactions in Goods, the UCC shall govern, as modified, if so, by the terms of the Price Agreement.

4.25 VENUE; CONSENT TO JURISDICTION: Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to the Price Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. CONTRACTOR HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

Nothing herein shall be construed as a waiver of the State's sovereign or governmental immunity, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or of any defenses to Claims or jurisdiction based thereon.

4.26 SURVIVAL: Termination of the Price Agreement shall not extinguish or prejudice the State's or an Authorized Purchaser's right to enforce the warranty, indemnification, access to records, governing law, venue, consent to jurisdiction, and remedies provisions.

4.27 SEVERABILITY: If any provision of the Price Agreement is declared by a court of competent jurisdiction to be illegal or otherwise invalid, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Price Agreement did not contain the particular provision held to be illegal or otherwise invalid.

4.28 ASSIGNMENT/SUBCONTRACT/SUCCESSORS: Contractor shall not assign, sell, transfer, or subcontract rights or delegate responsibilities under the Price Agreement, in whole or in part, without the prior written approval of SPO. Further, no such written approval shall relieve Contractor of any obligations under the Price Agreement, and any assignee, transferee, or delegate shall be considered the agent of Contractor. The provisions of the Price Agreement shall be binding upon and shall inure to the benefit of the parties to the Price Agreement and their respective successors and permitted assigns.

4.29 OREGON FALSE CLAIMS ACT:

4.29.1 Contractor acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any action or conduct by Contractor pertaining to this Price Agreement that constitutes a "claim" (as defined by ORS 180.750(1)). By its execution of this Price Agreement, Contractor certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to this Price Agreement. In addition to other liabilities that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false claim or performs a prohibited act under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against Contractor.

4.29.2 Without limiting the generality of the foregoing, Contractor represents and warrants that:

4.29.2.1. Contractor's representations, certifications, and other undertakings in this Price Agreement are not False Claims Act Violations; and

4.29.2. None of Contractor's performance under this Price Agreement, including but not limited to any invoices, reports, or other deliverables in connection with its performance of this Price Agreement, will constitute False Claims Act Violations.

4.29.3 For purposes of this Section 4.29, a "False Claims Act Violation" means a false claim as defined by ORS 180.750(2) or anything prohibited by ORS 180.755.

4.29.4 Contractor shall immediately report in writing, to the DAs State Procurement Office, any credible evidence that a principal, employee, agent, subcontractor, subgrantee, or other person has made a false claim or committed a prohibited act under the Oregon False Claims Act, or has committed a criminal or civil violation of laws pertaining to fraud, bribery, gratuity, conflict of interest, or similar misconduct in connection with this Price Agreement or any moneys paid under this Price Agreement.

4.29.5 Contractor understands and agrees that any remedy that may be available under the Oregon False Claims Act shall be in addition to any other remedy available to the State of Oregon or any Authorized Purchaser under any other provision of law, or this Price Agreement.

4.30 MERGER CLAUSE; AMENDMENT; WAIVER: The Price Agreement constitutes the entire agreement between the parties on the subject matter thereof. There are no understandings, agreements, or representations, oral or written, not specified therein regarding the Price Agreement. No waiver, consent, or amendment shall bind either party unless in writing and signed by both parties, and all necessary approvals have been obtained (including that of SPO). Waivers and consents shall be effective only in the specific instance and for the specific purpose given. The failure of SPO to enforce any provision of the Price Agreement shall not constitute a waiver by SPO of that or any other provision.

THE REST OF THIS PAGE IS INTENTIONALLY BLANK

SECTION 5 – SPECIAL PRICE AGREEMENT TERMS AND CONDITIONS

5.1 PRICE AGREEMENT EXTENSION: The initial term of the Price Agreement shall be one (1) year, beginning on the date the Price Agreement is awarded ("Term"). Upon concurrence of the parties, the Price Agreement may be extended for additional extension terms ("Extension Terms"). Provided, however, that the maximum duration of the Price Agreement, including all Extension Terms, shall be five (5) years.

SPO shall notify Contractor in writing of the State's intent to extend the Price Agreement ("Renewal Notice") at least thirty (30) days prior to the expiration of the then-current Term or Extension Term. If Contractor consents to the extension, it shall sign and return the Renewal Notice to SPO within the time period specified therein. If the Contractor does not consent, the Price Agreement shall expire according to its terms, unless earlier terminated.

5.2 PRICE ADJUSTMENTS: Prices shall be firm throughout the initial term of the Price Agreement, with the following exceptions:

A. Any special fare that is lower than a Contracted City-Pair fare and is offered to the general public by the Contractor shall be offered on equal terms to the State and Authorized Purchasers.

B. The SPO will consider price increases in the event the renewal option is exercised. Price increases will be limited to 10% per renewal. Price changes must be substantiated by providing documented evidence of cost increases to the Contractor such as costs imposed on the airline by governmental regulation, such as excise taxes, etc. The written request for price increases shall be submitted 45 days prior to the renewal date and shall be accompanied by the required documentation. The SPO shall have the option of accepting the price change or allowing the Price Agreement to expire.

The State and any Authorized Purchaser shall be given the immediate benefit of any price decrease. Contractor shall promptly notify DAS State Procurement Office of the amount and effective date of each decrease. This decrease shall apply to orders placed on or after the effective date of the decrease. Invoices shall reflect prices in effect on the date the State's or Authorized Purchaser's Ordering Document was written.

Should such decreased prices again increase during the term of the Price Agreement, including extensions, the State shall honor the increase, but only within the limits of the pricing that was in effect prior to the price decrease, if acceptable documentation verifying the increase is submitted to DAS State Procurement Office. DAS State Procurement Office shall determine what constitutes acceptable documentation.

C. The SPO will consider Contractor requests for fuel surcharge adjustments no more frequently than every six months, February and August each year. To have a fuel surcharge adjustment request considered, Contractor must submit a written request to the SPO no fewer than 30 days prior to the next request deadline date. No upward fuel surcharge adjustment may become effective without the SPO's written agreement on the amount or percentage of the adjustment and commercially imposed fuel charges must be in effect a minimum of 14 consecutive days. No fuel surcharge or fuel surcharge adjustments (nor any consequent or associated increases in fares) may exceed those imposed on Contractor's published fares. Any upward fuel surcharge adjustment shall be effective only with respect to travel ordered on or after the date of the SPO's agreement to the adjustment. The SPO will not consider any retrospective fuel charge adjustments; any adjustments must operate prospectively only. Contractor must immediately give the State and any Authorized Purchaser the benefit of any downward change in a fuel surcharge. Fuel surcharges must be assessed at the time of ticketing and shall not be added to already ticketed reservations.

5.3 PRICES: Refer to Exhibit B for City Pair Markets and prices under this Price Agreement.

SECTION 6 – AUTHORIZED PRICE AGREEMENT USERS

6.1.1 The Oregon Cooperative Purchasing Program recognizes the following agencies and organizations as other authorized Price Agreement users: State of Oregon Agencies, registered members/participants of ORCPP.

Contractor by executing this Price Agreement acknowledges and agrees that the State shall only be liable for purchases made by State Agencies under this Price Agreement, and that each ORCPP member/participant shall be responsible for any purchases it makes under this Price Agreement. DAS State Procurement Office expressly disclaims any liability for purchases made under this Price Agreement by ORCPP members/participants, whether or not authorized. Further, Contractor acknowledges and agrees that authorized ORCPP members/participants shall be entitled to the same warranties, rights, remedies and benefits as the State has under this Price Agreement for any purchases made by such members/participants under this Price Agreement.

6.1.2 ORDERING PROCEDURES: State of Oregon Agencies and ORCPP authorized members/participants shall utilize the states travel management contractor to order tickets under this Price Agreement.

6.1.3 ORCPP: Authorized ORCPP agencies can be verified through the on-line on the State Procurement Office website at

<http://procurement.oregon.gov>

SECTION 7 - INSURANCE REQUIREMENTS

7.1 COMMERCIAL GENERAL LIABILITY. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the Price Agreement, commercial general liability insurance covering bodily injury and property damage. This insurance shall include personal injury coverage, contractual liability coverage for the indemnity provided under the Price Agreement, and products/completed operations liability coverage. Combined single limit per occurrence shall not be less than \$1,000,000.00. Each annual aggregate limit shall not be less than \$1,000,000.00, when applicable.

7.2 WORKERS' COMPENSATION. The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under the Price Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide Oregon workers' compensation coverage that satisfies Oregon law for all their subject workers.

7.3 AIRCRAFT LIABILITY. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the Price Agreement, Aircraft Liability Insurance. Combined single limit shall not be less than \$5,000,000, or the equivalent and no less than \$100,000 per seat for passenger liability.

7.4 "TAIL COVERAGE". If any of the required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of the Price Agreement for a duration of 24 months or the maximum time period the Contractor's insurer will provide such if less than 24 months. Contractor will be responsible for furnishing certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following Contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of the Price Agreement. This will be a condition of final acceptance of work or services and related warranty(ies), if any.

7.5 ADDITIONAL INSURED. The liability insurance coverages, except professional liability if included, required for performance of the Price Agreement shall include the Authorized Purchaser (or the State of Oregon, its agencies, divisions, officers and employees, if Authorized Purchaser is a State Agency) as Additional Insureds, but only with respect to the Contractor's activities to be performed under the Price Agreement.

7.6 NOTICE OF CANCELLATION OR CHANGE. There shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s) without 30 days' written notice from the Contractor or its insurer(s) to the Authorized Purchaser (or DAS if Authorized Purchaser is a State Agency subject to DAS purchasing authority). Any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided thereunder.

7.7 CERTIFICATE(S) OF INSURANCE. As evidence of the insurance coverages required by the Price Agreement, the Contractor shall furnish Certificate(s) of Insurance to DAS State Procurement Office prior to Contractor's delivery of Goods or performance of services under the Price Agreement. The Certificate(s) will specify all of the parties who are Additional Insureds (or Loss Payees). Insurance coverages required under the Price Agreement shall be obtained from acceptable insurance companies or entities. The Contractor shall be financially responsible for all deductibles, self-insured retentions, and self-insurance included hereunder.

SECTION 8 CONTRACTOR CERTIFICATIONS AND SIGNATURE

8.1 CERTIFICATION OF COMPLIANCE WITH TAX LAWS

By my signature on this Price Agreement, I, hereby attest or affirm under penalty of perjury: That I am authorized to act on behalf of the Contractor in this matter, that I have authority and knowledge regarding the payment of taxes, and that Contractor is, to the best of my knowledge, not in violation of any Oregon Tax Laws." For purposes of this certification, "Oregon tax laws" are those tax laws listed in ORS 305.380(4), namely ORS Chapters 118, 314, 316, 317, 318, 320, 321 and 323 and Sections 10 to 20, Chapter 533, Oregon Laws 1981, as amended by Chapter 16, Oregon Laws 1982 (first special session); the elderly rental assistance program under ORS 310.630 to 310.706; and any local tax laws administered by the Oregon Department of Revenue under ORS 305.620.

8.2 CERTIFICATION OF COMPLIANCE WITH NON-DISCRIMINATION LAWS

By my signature on this Price Agreement, I hereby attest or affirm under penalty of perjury that I am authorized to act on behalf of Contractor in this matter, and to the best of my knowledge the Contractor has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts, and that the Contractor is not in violation of any Discrimination Laws."

THE REST OF THIS PAGE IS INTENTIONALLY BLANK.

8.3 SIGNATURE OF CONTRACTOR'S DULY AUTHORIZED REPRESENTATIVE

THIS PRICE AGREEMENT MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF THE CONTRACTOR; ANY ALTERATIONS OR ERASURES TO THE OFFER MUST BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

The undersigned acknowledges, attests and certifies individually and on behalf of the Contractor that:

(1) He/she is a duly authorized representative of the Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Price Agreement, if any, issued, and to execute this Price Agreement on behalf of Contractor. (2) Contractor is bound by and will comply with all requirements, specifications, and terms and conditions contained in this Price Agreement (including all listed attachments and Addenda, if any, issued (3) Contractor will furnish the designated Services in accordance with the Price Agreement specifications and requirements, and will comply in all respects with the terms of the resulting Price Agreement upon award; and (4) CONTRACTOR WILL PROVIDE/FURNISH FEDERAL EMPLOYEE IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER WITH OFFER.

Contractor's Name: _____

Authorized Signature: _____

Title: _____

FEIN ID# (required) _____

Contact Person (Type or Print): _____

Telephone Number: (_____) _____

Fax Number: (_____) _____

SECTION 9. STATE SIGNATURE (to be completed by the State of Oregon)

The State of Oregon, acting by and through SPO hereby accepts Contractor's offer and awards a Price Agreement to the above Contractor for the item(s) and Service(s) contained in this Price Agreement.

Authorized Signature: _____

Date: _____

Term of Price Agreement: _____

Price Agreement No.: _____

SPO Contact Person (Type or Print): _____

Telephone Number: (_____) _____

Fax Number:(_____) _____

EXHIBIT A

OREGON TERMS AND CONDITIONS FOR RESULTING CONTRACTS

1. The following Sections are incorporated by reference into any resulting Contract under this Price Agreement. In incorporating these provisions, "Price Agreement" is deemed to mean "Contract", and "State" or "SPO", is deemed to mean "Participant" in all instances unless the context requires otherwise.

Sections 1, 2, 4, 5, 6, 7, 8 and Exhibits A, and B.

2. The following Sections are incorporated by reference into any resulting Contract under this Price Agreement only to the extent described below. In incorporating these provisions, "Price Agreement" is deemed to mean "Contract", and "State" or "SPO", is deemed to mean "Participant" in all instances unless the context requires otherwise.

2.1 Section 4.21 shall be incorporated by reference but shall be limited to allow Participants access only to records for transactions to which the requesting Participant was a party.

2.3 Section 4.81.1 and 4.19.3 shall be incorporated by reference into any resulting Contract to which an Oregon Participant is a party. Section 4.18.2 shall only be incorporated by reference into a resulting Contract to which an Oregon Agency is a party.

2.4 Section 4.24 shall be incorporated by reference into any resulting Contract to which an Oregon Participant is a party. Section 4.25 shall be incorporated by reference only into a resulting Contract to which an Oregon Agency is a party. The following provision shall be incorporated by reference into any resulting Contract to which an ORCPP Participant is a party:

"Any Claims between Contractor and an ORCPP Participant that arise from or relate to a Contract shall be brought and conducted solely and exclusively within the Circuit Court of the county in which such ORCPP Participant resides, or at the ORCPP Participant's option, within such other county as the ORCPP Participant shall be entitled under the laws of the relevant jurisdiction to bring or defend Claims. If any such Claim must be brought in a federal forum, then unless otherwise prohibited by law it shall be brought and conducted solely and exclusively within the United States District Court for the District in which such ORCPP Participant has its principal offices. CONTRACTOR HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURTS, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM. Nothing herein shall be construed as a waiver of ORCPP Participant's sovereign or governmental immunity, if any, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or of any defenses to Claims or jurisdiction based thereon."

EXHIBIT B

Contractors awarded City Pairs and Prices inserted here.