

**AMENDMENT #2 TO
MASTER AGREEMENT #PO-10700-00012991**

This is Amendment #2 to Master Agreement #PO-10700-00012991 ("Amendment #2"), dated as of January 5, 2023, made between the State of Oregon, acting by and through its Department of Administrative Services, Enterprise Goods and Services, Procurement Services ("DAS PS"), on behalf of the member states of the NASPO ValuePoint Cooperative Purchasing Program and Staples Contract & Commercial, LLC ("Contractor"). This Amendment #2 is effective when signed by all parties.

RECITALS

WHEREAS, DAS PS and Contractor are parties to that certain Master Agreement #PO-10700-00012991, dated as of January 5, 2023, ("Master Agreement"); and

WHEREAS, the parties acknowledge and agree that Purchasing Entities may utilize federal funds, including funds authorized pursuant to the American Rescue Plan Act of 2021, to procure Goods available through the Master Agreement.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:
bill

AMENDMENT

Exhibit 4 (Provisions Required by Federal Law) of the Master Agreement is replaced in its entirety with Exhibit 4 (Provisions Requirement by Federal Law), Revision 1.

Pay Equity. As required by ORS 279B.235, Contractor shall comply with ORS 652.220 and not unlawfully discriminate against any of its employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability, or age. Contractor's compliance with this section is a material term of this Master Agreement, and Contractor's failure to comply constitutes a breach entitling DAS PS to terminate this Master Agreement for cause.

Except as expressly amended above, all other terms and conditions of the Master Agreement are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the Master Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of execution of the Amendment.

Certification: By signature on this amendment for Contractor, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Contractor and that Contractor is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 305.380(4), ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly

rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives as of the day and year last written below.

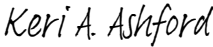
Approval Signatures:

Staples Contract & Commercial, LLC
Federal Tax ID: 04-3390816

Signature and Date:  Apr 24, 2023

Printed Name and Title: Jeremy Landis VP Vertical Markets

The State of Oregon, acting by and through its Department of Administrative Services, Enterprise Goods and Services, Procurement Services

Signature and Date:  Apr 24, 2023

Printed Name and Title: Keri Ashford, State Procurement Analyst

Approved for Legal Sufficiency Pursuant to ORS 291-047: Karen Johnson, Senior Assistant Attorney General, via email dated 4/6/2023

Exhibit 4
Revision 1

Provisions Required by Federal Law

Contractor shall comply and shall cause its subcontractors to comply with the following federal requirements, as may be applicable to the Master Agreement or any Contract. For purposes of this Master Agreement and any Contract, all references to federal laws are references to federal laws and implementing administrative rules as they are adopted and amended from time to time.

1. Equal Employment Opportunity. If this Master Agreement or any Contract, including amendments, is for more than \$10,000, then Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). The Executive Order prohibits contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment. During the performance of the Master Agreement or any Contract:

- 1.1. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. 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 must 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. 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.
- 1.2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- 1.3. Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision does not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation

conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

- 1.4. Contractor will send to each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 1.5. 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.
- 1.6. 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.
- 1.7. In the event of Contractor's noncompliance with the nondiscrimination clauses of this Master Agreement or any Contract or with any of the said rules, regulations, or orders, this Master Agreement or a 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.
- 1.8. Contractor will include the portion of the sentence immediately preceding subsection 1.1 and the provisions of subsection 1.1 through this subsection 1.8 in every subcontract 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. Contractor will take such action with respect to any subcontract as administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance;
 - 1.8.1. Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor as a result of such direction by administering agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. Davis-Bacon Act.

- 2.1. All transactions regarding this Master Agreement or a Contract will be done in compliance with the Davis-Bacon Act (40 USC §§3141-3144, and §§3146-3148) and the requirements of 29 CFR Part 5 as may be applicable. Contractor shall comply with 40 USC §§3141-3144, and §§3146-3148 and the requirements of 29 CFR part 5 as applicable.

- 2.2. Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- 2.3. Additionally, Contractor shall pay wages not less than once a week.
- 2.4. **Oregon Prevailing Wage Laws.** Contractor shall comply with the prevailing wage rate requirements that may apply to the Master Agreement or a Contract as set forth in ORS 279C.800 through 279C.870, the administrative rules promulgated thereunder (OAR Chapter 839, Division 25) and Oregon Laws 2021, chapter 678, section 17 (collectively, state "PWR"), if applicable. Contractor shall:
 - 2.4.1. comply with PWR, require its contractors and subcontractors to pay the applicable PWR or Davis-Bacon Act rates, as applicable, and to comply with all other Oregon Bureau of Labor and Industries ("BOLI") requirements pursuant to the PWR, including on all contracts and subcontracts and in filing separate public works bonds with the Construction Contractors Board;
 - 2.4.2. pay to BOLI, within the required timeframe and in the appropriate amount, the Contract fee required by OAR 839-025-0200 to 839-025-0230, including any additional fee that may be owed upon completion of the Contract; and
 - 2.4.3. unless exempt under Section 17(2) of Oregon Laws 2021, chapter 678, if Contractor is a "public body" and the Contract is a "qualified project," as those terms are defined in Section 17(3) of Oregon Laws 2021, chapter 678, Contractor shall require each contractor in a contract with an estimated cost of \$200,000 or greater to:
 - 2.4.4. Enter into a labor agreement that, at a minimum, provides for payment of wages at or above the prevailing rate of wage;
 - 2.4.5. Employ apprentices to perform 15 percent of the work hours that workers in apprenticeable occupations perform under the Contract, in a manner consistent with the apprentices' respective apprenticeship training programs;
 - 2.4.6. Establish and execute a plan for outreach, recruitment and retention of women, minority individuals and veterans to perform work under the Contract, with the aspirational target of having at least 15 percent of total work hours performed by individuals in one or more of those groups; and
 - 2.4.7. Require any subcontractor engaged by the Contractor to abide by the requirements set forth in subparagraphs (i), (ii) and (iii) above, if the work to be performed under the subcontract has an estimated cost of \$200,000 or greater.
 - 2.4.8. Contractor represents and warrants that it is not on the BOLI current List of Contractors Ineligible to Receive Public Works Contracts and that it will not contract with any contractor on this list.
 - 2.4.9. Pursuant to ORS 279C.817, Contractor may request that the Commissioner of BOLI make a determination about whether the Contract is a public works on which payment of the prevailing rate of wage is required under ORS 279C.840.

3. Copeland "Anti-Kickback" Act.

- 3.1. Contractor shall comply with 18 USC §874, 40 USC §3145, and the requirements of 29 CFR part 3 as may be applicable, which are incorporated by reference into this Master Agreement and Contracts.
- 3.2. Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Emergency Management Agency (FEMA) may by appropriate instruction require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontract with all such contract clauses.
- 3.3. A breach of this Section 3 may be grounds for termination of the Master Agreement or a Contract and for debarment as a contractor and subcontractor as provided in 29 CFR 5.12.

4. Contract Work Hours and Safety Standards Act.

- 4.1. Overtime requirements. No contractor or subcontractor contracting for any part of the Master Agreement or a 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 work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rates of pay for all hours worked in excess of forty hours in such workweek.
- 4.2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subsection 4.1, Contractor or subcontractor responsible therefor shall be liable for the unpaid wages. 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 subsection 4.1, in the sum of \$26 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 subsection 4.1.
- 4.3. Withholding for unpaid wages and liquidated damages. Purchasing Entity 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 Contractor or subcontractor under the Master Agreement or a Contract or any other Federal contract with Contractor or subcontractor or any other federally-assisted contract subject to the same Contract Work Hours and Safety Standards Act, which is held by Contractor or subcontractor, such sums as may be determined to be necessary to satisfy any liabilities of Contractor or subcontractor for unpaid wages and liquidated damages as provided in subsection 4.2.
- 4.4. Subcontracts. Contractor or subcontractor shall insert in any subcontract the clauses set forth in subsections 4.1 through 4.3 and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor with these provisions.

5. Funding Agreements. If Contractor is a small business firm or nonprofit organization and the Master Agreement or a Contract provides for the performance of experimental, developmental or research work funded in whole or in part by the federal government, Purchasing Entity shall comply with the provisions of 37 CFR part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements) and any implementing regulations issued by the federal funding agency. See 2 CFR part 200, Appendix II F.

6. Clean Air, Clean Water, EPA Regulations. If this Master Agreement or a Contract, including amendments, exceeds \$100,000 then Contractor shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC §7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 USC §§1251-1387), specifically including, but not limited to Section 508 (33 USC §1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. Contractor shall report violations to Purchasing Entity, the federal funding agency, and the appropriate Regional Office of the Environmental Protection Agency. Contractor shall include, and require all subcontractors to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.

- 6.1. Contractor shall report each violation to Purchasing Entity and understands that Purchasing Entity will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.
- 6.2. Contractor shall include these provisions in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.

7. Truth in Lobbying. By signing this Master Agreement or a Contract, Contractor certifies, to the best of Contractor's knowledge and belief that:

- 7.1. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, 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.
- 7.2. 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, Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- 7.3. Contractor 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 and subcontractors shall certify and disclose accordingly.

- 7.4. This certification is a material representation of fact upon which reliance was placed when this Master Agreement and Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Master Agreement and Contract imposed by the Byrd Anti-Lobbying Amendment, Section 1352, Title 31, U.S. Code and 31 CFR Part 21. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 7.5. No part of any federal funds paid to Contractor under this Master Agreement or a Contract may be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government itself.
- 7.6. No part of any federal funds paid to Contractor under this Master Agreement or a Contract may be used to pay the salary or expenses of any grant recipient or contractor, or agent acting for such Contractor, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or executive order proposed or pending before the United States Congress or any state government, state legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- 7.7. The prohibitions in Subsections 7.5 and 7.6 of this section include any activity to advocate or promote any proposed, pending or future federal, state or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- 7.8. No part of any federal funds paid to Contractor under this Master Agreement or a Contract may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation does not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

8. Solid Waste Disposal Act. Contractor shall comply with all applicable requirements of Section 6002 of the Solid Waste Disposal Act.

9. Resource Conservation and Recovery. Contractor shall comply and cause all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 USC §6901 et. seq.). Section 6002 of that act (codified at 42 USC §6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

10. Recycled Materials. In the performance of the Master Agreement or a Contract, 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 Master Agreement and the Contract performance schedule, (ii) meeting Master Agreement and Contract performance requirements, or (iii) at a reasonable price.

11. Prohibition on certain Telecommunications and Video Surveillance Services or Equipment. Contractor certifies, following a reasonable inquiry for purposes of this representation, that Contractor does not use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, that are prohibited under Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Public Law 115-232 (hereinafter, the NDAA), regardless of whether such use is in Contractor's performance under this Master Agreement and Contract.

12. Buy American. Contractor shall comply with any applicable provisions of the Buy American Act (41 USC §§83-1-8305 and any other applicable statutes, regulations or rules that require, or provide a preference for, the purchase or acquisition of goods, products, or material produced in the United States.

13. Audits; Access to Records. Contractor shall comply and, if applicable, cause a subcontractor to comply, with the applicable audit requirements and responsibilities set forth in this Master Agreement or a Contract and applicable state or federal law.

13.1. If Contractor expends \$750,000 or more in federal funds (from all sources) in a federal fiscal year, Contractor shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200.

13.2. Contractor shall comply and cause its subcontractor to comply, to the extent applicable to Contractor or such subcontractor in connection with its performance of the Services under this Master Agreement, with the applicable audit requirements and responsibilities set forth in the Subpart F of [2 CFR part 200](#) (for audits for fiscal years beginning after December 26, 2014).

13.3. Contractor shall provide the State of Oregon, Purchasing Entity, the federal funding agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Contractor which are directly pertinent to this Master Agreement or a Contract for the purpose of making audits, examinations, excerpts and transcripts. Contractor shall permit the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as

reasonably needed. If applicable, Contractor shall provide authorized representatives of the federal funding agency or the funding agency's authorized representatives access to construction sites pertaining to the work being completed under the Master Agreement or Contract. Contractor and Lead State acknowledge and agree that no language in this Master Agreement or Contract is intended to prohibit audits or internal reviews by the federal funding agency or the Comptroller General of the United States.

14. Debarment and Suspension. Contractor shall comply and shall cause its subcontractors to comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C and shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders No. 12,549 and No. 12,689, "Debarment and Suspension". (See 2 CFR part 180 and 2 CFR Part 3000, principles as defined in 2 CFR 180.995 or its affiliates, as defined in 2 CFR 180.905.). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549 (excluded as defined in 2 CFR 180.940 or disqualified as defined in 2 CFR 180.935). Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award. Contractor certifies:

- 14.1. Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- 14.2. Contractor has not within a three-year period preceding the Effective Date of this Master Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 14.3. Contractor is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in subsection 1 of this certification; and
- 14.4. Contractor has not within a three-year period preceding the Effective Date of this Master Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

15. False Statements. Contractor acknowledges that 31 USC Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Master Agreement or Contract and that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

16. General Provisions. The federal government is not a party to this Master Agreement or Contract and is not subject to any obligations or liabilities to Lead State, Participating Entity, Contractor or any other party pertaining to any matter resulting from the Master Agreement or Contract. No federal funds may be used to provide grant activities in violation of 42 USC 14402.

17. Coronavirus State Fiscal Recovery Fund. Contractor shall comply with the terms, conditions and requirements of the federal Coronavirus State Fiscal Recovery Fund (codified at 42 U.S.C. 802), including all implementing regulations (31 CFR 35.1 et seq.) and other guidance promulgated by the U.S. Department of the Treasury (collectively, the “CSFRF”).

18. Drug Free Workplace. Contractor shall comply with the Drug-free Workplace requirements in subpart b (or subpart c, if an individual) of 2 CFR subtitle B, Chapter XV, Part 1536, which adopts the governmentwide implementation (2 CFR Part 182) of sec. 5152-5158 of the Drug Free Workplace Act of 1988 (pub. L. 100-690, title v, subtitle d; 41 U.S.C. 701-707; 31 CFR Part 20). Contractor acknowledges:

18.1. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the workplace.

18.2. Violators may be terminated or requested to seek counseling from an approved rehabilitation service. Employees must notify their employer of any conviction of a criminal drug statute no later than five days after such conviction.

18.3. Although alcohol is not a controlled substance, it is nonetheless a drug. It is the policy of the State of Oregon that abuse of this drug will also not be tolerated in the workplace.

18.4. Contractor certifies that it will provide drug-free workplaces for its employees.

19. Civil Rights Act. Contractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance. ADDITIONAL ATTACHMENTS REQUIRED – APPENDIX 1

20. Fair Housing Act. Contractor shall comply with the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

21. Relocation and Real Property Acquisition. Contractor shall comply with the provisions of Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (42 U.S.C. §§4601-4655) and implementing regulations.

22. Rehabilitation Act of 1973. Contractor shall comply with requirements of Section 503 and Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

23. Age Discrimination Act. Contractor shall comply with the requirements of the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

24. Americans with Disabilities Act. Contractor shall comply and cause all subcontractors to comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 USC §12131 et. seq.) in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the performance of work. This act (28 CFR Part 35, Title II, Subtitle A) prohibits discrimination on the basis of disability in all services, programs, and activities provided to the public by state and local governments, except public transportation services.

25. Hatch Act. Contractor shall comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

26. Whistleblower Protection Act. Contractor shall comply with the requirements for whistleblower protections (as applicable) at 10 USC §2409, 10 USC §4712, 10 USC §2324, 41 USC §§4304- 4310. may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a contract (including the competition for or negotiation of a contract) or grant. The list of persons and entities referenced in the paragraph above includes the following:

- A member of Congress or a representative of a committee of Congress;
- An Inspector General;
- The Government Accountability Office;
- A Treasury employee responsible for contract or grant oversight or management;
- An authorized official of the Department of Justice or other law enforcement agency;
- A court or grand jury; or
- A management official or other employee of Contractor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

27. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor should encourage its contractors to adopt and enforce on-the- job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

28. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Contractor should establish workplace safety policies to decrease accidents caused by distracted drivers.

29. Pro-Children Act. Contractor shall comply and cause all subcontractors to comply with the Pro-Children Act of 1995 (codified at 20 USC §6081 et. seq.).

30. Educational Records. Contractor shall comply with the provisions of the Family Educational Rights and Privacy Act (FERPA) (20 USC §1232g; 34 CFR Part 99).

31. National Voter Registration Act. Contractor shall comply with the agency-based voter registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities to be offered to applicants for services.

32. Servicemembers Civil Relief Act. Contractor shall comply with the Servicemembers Civil Relief Act (codified at 50 USC App. 501 et. seq.).

33. US Patriot Act of 2001. Contractor shall comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (US PATRIOT Act), which amends 18 USC §175-175c.

34. Trafficking Victims Protection Act of 2000. Contractor shall comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking of Victims Protection Act of 2000 (TVA), as amended by 22 USC §7104.

35. Vietnam Era Veterans. Contractor shall comply with the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended.

Exhibit 4
Appendix 1

Assurances of Compliance with Civil Rights Requirements
Assurances of Compliance with Title VI of the
Civil Rights Act of 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the contractor named below (hereinafter referred to as the “Contractor”) provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Contractor’s beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Contractor may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Contractor’s program(s) and activity(ies), so long as any portion of the Contractor’s program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. Contractor acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Contractor’s programs, services, and activities.

3. Contractor agrees to consider the need for language services for LEP persons when Contractor develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor's successors, transferees, and assignees for the period in which such assistance is provided.

5. Contractor acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Contractor and the Contractor's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits contractors or recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Contractor understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Contractor, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Contractor for the period during which it retains ownership or possession of the property.

7. Contractor shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Contractor shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Contractor shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Contractor also must inform the Department of the Treasury if Contractor has received no complaints under Title VI.

9. Contractor must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Contractor and the administrative agency that made the finding. If the Contractor settles a case or matter alleging such discrimination, the Contractor must provide documentation of the settlement. If Contractor has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Contractor makes sub-awards to other agencies or other entities, the Contractor is responsible for ensuring that sub-contractors also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-Contractors.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Contractor's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Contractor is in compliance with the aforementioned nondiscrimination requirements.