

INVITATION TO BID

NUMBER: 257-1398-10

Currency Counting, Tracing & Validation System

CLOSING: January 21, 2010 @ 2:00 PM

CONTACT

**Wally Jacobs, OPBC
OSP/Procurement Services Unit
Phone: (503) 378-2276**

SECTION A - TABLE OF CONTENTS

SECTION B – INTRODUCTION
SECTION C - GENERAL BIDDING INFORMATION
SECTION D - SPECIFICATIONS
SECTION E - STANDARD CONTRACT TERMS AND CONDITIONS
SECTION F - SPECIAL CONTRACT TERMS AND CONDITIONS
SECTION G - INSURANCE REQUIREMENTS
SECTION H – PRICING **(BIDDER MUST COMPLETE AND RETURN WITH BID)**
SECTION I – RESPONSIBILITY INQUIRY AND CONTRACTOR REFERENCES
(BIDDER MUST COMPLETE AND RETURN WITH BID)

Appendix I - Residency Statement
Appendix II - Certification of Compliance with Nondiscrimination Laws
Appendix III - Certification of Compliance with Tax Laws
Appendix IV - Recycled Products
Appendix V - Contract Signature Page

BIDDER IS RESPONSIBLE FOR COMPLETING AND RETURNING ANY PAGES IN ANY APPENDICES THAT REQUIRE A RESPONSE.

SECTION B - INTRODUCTION

This Section is included to familiarize potential Bidders with the overall scope of the anticipated procurement, the selection criteria, and the method of award. Refer to detailed Sections identified in Section B, TABLE OF CONTENTS, for complete information.

B.1 PURPOSE OF SOLICITATION: State of Oregon, Department of Oregon State Police (OSP), hereby solicits Bids to provide the Drug Enforcement Section with Intelligent Currency Validation Network, Inc. (iCVn), or equal, mobile currency counting, tracking and validation systems.

The initial term of the Contract shall be one (1) year (the "Initial Term") and may be extended for additional one (1) year terms, not to exceed five (5) years. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes extensions, if any, is \$99,000.

B.2 METHOD OF BIDDING: Bidders are required to provide pricing, in US funds, for each of the Bid items listed on Section H of the ITB. Failure to submit pricing for all items shall result in Bid rejection.

B.3 METHOD OF AWARD: The Contract shall be awarded on an all or none basis. One Contract will be awarded to the lowest responsive and responsible Bidder, meeting all requirements of the qualifications, references, and specifications. The award shall be based upon the total lowest cost for the item(s) as detailed in Section H, Pricing. OSP reserves the right to withdraw any and/or all items from award consideration.

B.4. SCHEDULE OF EVENTS:

ITB Issue/Release01/08/2010
Deadline for Protest of Requirements
or Contractual Language01/15/2010
Closing Date01/21/2010
Contract Start Date To Be Determined

Note: All dates listed are subject to change.

B.5 SOLICITATION LAW AND RULES: This ITB and the resulting Contract are governed by Oregon Law. Specific laws and rules that govern this solicitation process are found in Chapter 279A and 279B of the Oregon Revised Statutes, and the Administrative Rules of the Department of Administrative Services, OAR Chapter 125, divisions 246 and 247. The ITB and resulting Contract may be subject to other laws and rules. Bidders should obtain and become acquainted with the applicable provisions of the above laws and rules.

SECTION C - GENERAL BIDDING INFORMATION

C.1. DEFINITIONS: As used in this solicitation document, the following definitions shall apply:

C.1.1. "Addendum", "Addenda" or "Revision" means an addition or deletion to, a material change in, or clarification of, the ITB. Addendum or Addenda shall be labeled as such and shall be made available to all interested Bidders in accordance with the OAR 125-247-0430.

C.1.2. "Agency" means the State agency subject to DAS purchasing authority pursuant to ORS 279A.050 and ORS 279A.140. In this solicitation, "Agency" is the Department of Oregon State Police (OSP).

C.1.3. "Bid" means the Bidder's written offer submitted in response to the ITB, including all necessary attachments. (Refer to Section C.4.1.)

C.1.4. "Bid Closing" means the date and time set in the ITB for Bid submission, after which Bids may not be submitted, modified, or withdrawn by Bidder.

C.1.5. "Bid Opening" means the same date and time set for Bid Closing, as specified in Section B.5.

C.1.6. "Bidder" means the person or organization that submits a Bid in response to an ITB.

C.1.7. "Contract" means the entire agreement between the Contractor and the State, acting by and through OSP, comprised of the ITB, the accepted Bid, and any terms and conditions contained in any exhibits, schedules, and other appendices, attachments to and any amendments of any of the above.

C.1.8. "Contract Administrator" is the OSP contact individual listed in Section C.2.2.

C.1.9. "Contractor" means the person or organization who is a party to the Contract and by whom the Services will be performed under the Contract.

C.1.10. "DAS" means the Department of Administrative Services for the State of Oregon.

C.1.11. "Designated Procurement Officer" and DPO has the meaning contained in Oregon Administrative Rule (OAR) 125-246-0110(45).

C.1.12. "Goods" means all those items supplied under the Contract as described in Section D, Specifications.

C.1.13. "Invitation to Bid" or "ITB" means the entire solicitation document, including all parts, sections, exhibits, attachments, Addenda, and matter incorporated by reference.

C.1.14. "Opening" means the same date and time set for Closing, unless otherwise specified in Section C.11.

C.1.15 "Oregon Procurement Information Network" or "ORPIN" means the on-line electronic Oregon Automated Procurement System administered by the State Procurement Office, as further defined in OAR 125-246-0500. The ORPIN System website is located at: <http://orpin.oregon.gov/open.dll/welcome>

C.1.16 "OSP" means the Oregon Department of State Police.

C.1.17. "Price" or "Prices" means the cost of the Goods from Contractor under this Contract.

C.1.18. "Services" means all work and services, if any, required to be performed under the Contract as further outlined in Section D.

C.1.19 "Specifications" means the specific attributes of the Goods to be purchased and incidental services to be provided, if any.

C.1.20. "State" means the State of Oregon and its boards, commissions, departments, institutions, branches, and agencies, including OSP.

C.1.21 "Superintendent" has the meaning contained in ORS 181.200.

C.2. GENERAL INFORMATION:

C.2.1. BID SUBMITTAL ADDRESS AND BID CLOSING: OSP will receive sealed Bids until 2:00 p.m. (Pacific time) on the Bid Closing date specified in Section B.5. SCHEDULE OF EVENTS of the ITB, or as amended by Addenda, at the Procurement Services Unit, at the receptionist's desk, at 4760 Portland Road NE, Salem, Oregon 97305.

C.2.2. SINGLE POINT OF CONTACT: There will be only one point of contact during the procurement process. This includes the bidding process, change, clarification, and protests; the award process; and/or any other questions that may arise. The contact point for this ITB is Wally Jacobs, who can be contacted at (503) 378-2276, via fax (503) 378-4190, or by mail delivered to 4760 Portland Rd. NE, Salem, OR 97305.

C.2.3. . ORPIN:

C.2.3.1 ORPIN INFORMATION: Bidders unfamiliar with ORPIN are encouraged to go to the ORPIN website found at <http://orpin.oregon.gov/open.dll/welcome> . Bidders may contact the State Procurement Office at: 1225 Ferry St. SE – U140, Salem, OR 97301-4285; telephone (503) 378-4642 for additional assistance.

C.2.3.2 ITBs, ADDENDA AND ATTACHMENTS: ITBs, including all Addenda and most attachments, are posted on the ORPIN and will not be mailed to prospective Bidders. Bidders may also order hard copies from OSP/Procurement Services Unit for a fee.

C.2.3.3 ATTACHMENTS: Some exhibits and attachments may not be available on the ORPIN system. Bidders must purchase these separately from Agency, where so specified in this ITB. See Section C.2.2, Single Point of Contact.

C.2.3.4 ADDENDA: Addenda can be downloaded from ORPIN. BIDDERS SHOULD CONSULT ORPIN REGULARLY UNTIL CLOSING TO AVOID MISSING ANY ADDENDA.

C.2.3.5 PLAN HOLDER'S LIST: IN ORDER TO APPEAR ON THE BID PLAN HOLDERS LIST, VENDORS MUST BE ENTERED ON ORPIN. Vendors can enter their vendor information via the internet at: <http://tpps.das.state.or.us/purchasing>

VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEIR VENDOR INFORMATION IS

CURRENT AND CORRECT. Agency accepts no responsibility for missing or incorrect vendor information contained on ORPIN.

C.2.4. BIDDERS NOTE: SECTION G, SECTION H, SECTION I, and APPENDIX (ROMAN NUMERAL) I THROUGH VI CONTAIN INFORMATION REQUIRING RESPONSES OR SIGNATURE CERTIFICATION FROM BIDDER.

C.3. BID FORMAT:

C.3.1. SIGNATURE REQUIRED; BIDDER AFFIRMATIONS: Bids must be signed in ink by an authorized representative of the Bidder. Bidder's signature and submission of a signed Bid in response to the ITB constitutes Bidder's affirmation that:

C.3.1.1. Bidder has completely read and understands all the provisions of the particular ITB.

C.3.1.2. The Bid submitted is in response to the specific language contained in the ITB, and Bidder has made no assumptions based upon either (1) verbal or written Statements not contained in the ITB, or (2) any previously-issued ITB, if any.

C.3.1.3 The Bid was prepared independently from all other Bidders, and without collusion, fraud, or other dishonesty.

C.3.1.4. The State shall not be liable for any claims or be subject to any defenses asserted by Bidder based upon, resulting from, or related to, Bidder's failure to comprehend all requirements of the ITB, including site conditions.

C.3.1.5. The State shall not be liable for any expenses incurred by Bidder in preparing and submitting its Bid or in participating in the Bid evaluation/selection process.

C.3.1.6. Bidder accepts and agrees to be bound by the terms and conditions of the Contract, and to provide all Services ordered by OSP.

C.3.2. IN WRITING: Bids and pricing information shall be prepared by word processor, typewriter or in ink. No oral, telegraphic, telephone, e-mail or facsimile Bids will be accepted.

C.3.3. FORMS TO BE USED: Required information shall be submitted on the forms specified in the ITB. Any information Bidder submits that is not required to be included on forms prescribed by OSP shall be formatted in the order called for in the ITB and submitted on Bidder's letterhead.

C.4. BID CONTENTS:

C.4.1. INFORMATION TO BE INCLUDED; ATTACHMENTS: All ITB submittal copies shall be complete in all respects, including necessary signatures, certifications, documentation, responses on pricing and specifications pages, and any other required information. All necessary attachments (residency statement, Bid bond, references, descriptive literature, manufacturers' warranties, etc., if required) must be submitted with the Bid in the required format.

C.4.2 PRODUCT IDENTIFICATION: Bidders must clearly identify all Goods offered. Brand name and model, serial, or identification number, where applicable, must be shown. OSP reserves the right to reject any Bid when the Goods information submitted with the Bid is incomplete.

C.4.3 "OR EQUAL": Any product brand name listed in the Specifications as "or equal" or "or equivalent" shall establish the minimum requirements for quality, utility, durability, function, purpose, etc. When the brand name is followed by "or equal" or "or equivalent" other product brands may be offered that are equal to or better than the minimum requirements established by product brand named. Bidder may show cost differences, alternates and options (must include brand name and model number) on their company's letterhead and it **must be submitted with their Bid**.

C.4.3.1 OSP DETERMINES, IN ITS SOLE DISCRETION, WHETHER A PRODUCT OFFERED IS "EQUAL." When a product brand is followed by "or equal" or "or equivalent" OSP will decide after Closing whether the product brands offered are equal or equivalent to the product brand name specified in the ITB. When the product brand name is followed by "or approved equal" or "or approved equivalent" OSP will consider timely requests for approval and make its decision concerning alternative brands prior to Closing.

C.4.4 CORPORATIONS, JOINT VENTURES/PARTNERSHIPS: Corporations, partnerships and joint ventures shall supply, with Bid submission, the name of the contact person for the corporation, partnership or joint venture. Prior to award, joint ventures and partnerships submitting Bids must provide a copy of the bylaws, joint venture agreement or partnership agreement evidencing authority to Bid and to enter into the resulting Contract that may be awarded, together with corporate resolutions (if applicable) evidencing corporate authority to participate as a corporation, joint venture or partner. A contact person must also be designated for purposes of receiving all notices and communications under the Contract. All partners and joint venturers will be required to sign the Contract awarded.

C.4.5 SUBSTANTIAL COMPLIANCE REQUIRED: Incomplete Bids (not in substantial compliance with ITB requirements) cannot be considered, and cannot be supplemented by submissions delivered after Bid Closing. However, OSP may waive minor informalities and irregularities, and may seek clarification of any response that, in its sole discretion, it deems necessary or advisable.

C.4.6. TRADE SECRETS: Any information Bidder submits in response to the ITB that Bidder considers a trade secret under ORS 192.501(2) or confidential proprietary information, and that Bidder wishes to protect from public disclosure, must be clearly labeled with the following: "This information constitutes a trade secret under ORS 192.501(2) or confidential proprietary information, and is not to be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192." Bidders are cautioned that price information submitted in response to an ITB is generally not considered a trade secret under the Oregon Public Records Law. Further, information submitted by Bidder that is already in the public domain is not protected. The State shall not be liable for disclosure or release of information submitted by Bidder when authorized or required by law, or pursuant to a court or administrative order to do so. The State is immune from liability for disclosure or release of information submitted by Bidder under the circumstances set out in ORS 646.473(3).

C.5. METHODS OF SEEKING MODIFICATIONS OF ITB PROVISIONS:

C.5.1. PROCEDURE: The appropriate means of seeking modifications to provisions of an ITB are through (a) requests for clarification; (b) formal submittal of requests for changes to Contractual terms or specifications; and (c) formal submittal of protests of Contractual terms or specifications. Any Bid response that takes exception to the specifications or Contractual terms of the ITB may be deemed non-responsive and may be rejected.

C.5.2. REQUEST FOR CLARIFICATION: Any Bidder requiring clarification of any provision of the ITB may make a request for clarification in writing, to the contact point listed in C.2.2 "SINGLE POINT OF CONTACT". To be considered, the request for clarification must be received by OSP by the deadline specified in C.5.5.

C.5.3. REQUEST FOR CHANGES TO CONTRACTUAL TERMS OR SPECIFICATIONS: Any Bidder may submit a request for changes to Contractual terms or specifications, in writing, to the contact point listed in C.2.2 "SINGLE POINT OF CONTACT". To be considered, the request for changes must be received by OSP by the deadline specified in C.5.5. The request shall include the reason for requested changes, supported by factual documentation, and any proposed changes.

C.5.3.1. If any omitted specification results in ambiguity as to material characteristics of the Goods, and inclusion is necessary to enable a reasonable person in the particular industry to properly identify such characteristics, an Bidder shall seek a formal request for change, as set forth this section C.5.3. Failure to make such a request is at Contractor's risk, and the Bidder awarded a Contract shall be required to

provide Goods meeting OSP's needs with regard to any omitted specification for which change should reasonably have been sought.

C.5.4. PROTEST OF CONTRACTUAL TERMS OR SPECIFICATIONS: Any Bidder who believes Contractual term(s) or specification(s) are unnecessarily restrictive or limit competition may submit a protest, in writing, to the contact point listed in C.2.2 "SINGLE POINT OF CONTACT." To be considered, the protest must be received by OSP by the deadline specified in C.5.5. The protest shall include the legal and factual grounds for the protest, a description of the resulting prejudice to the Bidder if the protest is not granted, and any proposed changes to the contractual terms or Specifications, or both.

C.5.5. METHOD OF SUBMITTING REQUESTS FOR MODIFICATION OF ITB PROVISIONS: Envelopes containing written requests for clarification, requests for change, and Bid protests shall be marked as follows:

Bid Request for Clarification /Request for Change/Protest
ITB Number: 257-1398-10
Bid Closing Date: January 21, 2010

and must be received by OSP by 5:00 P.M. (Pacific time) on the date specified in Section B.4., Schedule of Events. Unless this specific deadline is extended by subsequent Addendum, no requests for clarification, requests for change, or protests pertaining to provisions contained in the originally-issued ITB will be considered after the date specified herein.

C.5.6. RESPONSE TO REQUESTS FOR CLARIFICATION OR CHANGE, AND PROTESTS: OSP will promptly respond to each properly-submitted written request for clarification, request for change, and protest. Where appropriate, OSP will issue revisions, approve substitutions, and clarify ITB provisions via Addenda. OSP may also respond informally to Bidder questions. HOWEVER, SPECIFICATIONS, CONTRACTUAL TERMS, AND PROCUREMENT REQUIREMENTS OF AN ITB CAN ONLY BE CHANGED VIA FORMAL ADDENDA ISSUED BY OSP AND POSTED ON ORPIN. RESPONSE TO REQUESTS FOR CLARIFICATION: CLARIFICATIONS, WHETHER VERBAL, IN WRITING, OR INCLUDED IN AN ADDENDUM AS A "CLARIFICATION," DO NOT CHANGE SPECIFICATIONS, CONTRACTUAL TERMS, OR PROCUREMENT REQUIREMENTS OF AN ITB. IF A REQUEST FOR CLARIFICATION RAISES AN ISSUE THAT OSP DETERMINES SHOULD BE HANDLED BY FORMALLY AMENDING THE ITB, OSP WILL DO SO ONLY BY ANNOUNCING SUCH A CHANGE IN THE ADDENDUM POSTED ON ORPIN, NOT THROUGH INFORMATION IDENTIFIED AS A "CLARIFICATION." (Refer to Section C.5.3.)

C.5.7. PROTEST OF ADDENDA: Requests for clarification, requests for change, and protests of Addenda must be received by OSP by 5:00 P.M. (Pacific time) on the date specified in the Addendum, or they will not be considered. OSP will not consider requests or protests of matters not added or modified by the Addendum.

C.5.8. BID MODIFICATION: Alterations and erasures made before Bid submission MUST EACH BE INDIVIDUALLY INITIALED in ink by the person signing the Bid. Bids, once submitted, may be modified in writing before Bid Closing. Modifications made after Bid submission shall be prepared on company letterhead, be signed by an authorized representative, and state that the modifications amend and supersede the prior Bid. Failure to comply with the provisions of this paragraph shall result in Bid rejection.

C.5.8.1. Modifications must be submitted in a sealed envelope marked as follows:

Bid Modification
ITB Number: 257-1398-10
Bid Closing Date: January 21, 2010

C.5.8.2. Bidders may not modify Bids after Bid Closing.

C.6. BID SUBMITTAL

C.6.1. NUMBER OF COPIES; SIGNATURE REQUIRED: Bidders shall submit a total of two (2) copies of the Bid. AT LEAST ONE BID SUBMITTED BY BIDDER MUST BEAR AN ORIGINAL SIGNATURE. FAILURE TO SUBMIT A BID BEARING AN ORIGINAL SIGNATURE WILL RESULT IN REJECTION OF THE BID.

C.6.2. SEALED ENVELOPE; ADDRESS AND COVER INFORMATION: Bids shall be submitted in sealed packages or envelopes. To ensure proper identification and handling, all packages and envelopes should be clearly marked as follows:

ITB Number: 257-1398-10
Bid Closing Date: January 21, 2010
Bid Closing Time: 2:00 PM (PT)

OREGON STATE POLICE
PROCUREMENT SERVICES UNIT
4760 PORTLAND ROAD N.E.
SALEM, OR 97305

OSP shall not be responsible for the proper handling of any Bid not properly identified, marked and submitted in a timely manner by Bidder.

C.7. BID WITHDRAWALS: Bids may be withdrawn in writing when submitted on Bidder's letterhead, signed by an authorized representative, and received by OSP prior to Bid Closing. Bids may also be withdrawn in person before Bid Closing upon presentation of appropriate identification and evidence of authorization to act for Bidder. Bid withdrawals must be labeled as such and contain the ITB number.

C.8. BID OPENING: Bid Opening will be held at 2:00 p.m. (Pacific Time) on the Bid Closing date specified in B.5 SCHEDULE OF EVENTS of the ITB, at the Procurement Services Unit, Oregon State Police, in the Office of the State Fire Marshal's building, at 4760 Portland Rd. NE, Salem, Oregon 97305. Only Bidders' names, addresses, and unit prices will be read at the Bid Opening. It is optional for Bidders to attend Bid Opening. Award decisions will not be made at Bid Opening.

C.8.1. TIME FOR BID ACCEPTANCE: Any Bidder's Bid is a firm Bid, irrevocable, valid and binding on the Bidder for not less than 30 calendar days from the Bid Closing Date.

C.9. REJECTION OF BIDS:

C.9.1 REJECTION OF ALL BIDS. OSP may reject all Bids in any or all award categories for good cause upon its finding that it is in the OSP's interest to do so.

C.9.2 REJECTION OF PARTICULAR BIDS. OSP may reject a particular Bid for any of the reasons listed under OAR 125-247-0640

C.10. BID EVALUATION CRITERIA: Bids will be evaluated to identify the lowest responsive Bid submitted by a responsible Bidder and not otherwise disqualified. (Refer to OAR 124-247-0640 (1)(b)) and (c).) Adjustments made to account for reciprocal preferences will be for Bid evaluation purposes only. (Refer to Section C.13.4) No such adjustments shall operate to amend Bidder's Bid or any Contract awarded pursuant thereto.

C.10.1. RESPONSIVENESS: To be considered responsive, the Bid must substantially comply with all requirements of the ITB and all prescribed public solicitation procedures. In making such evaluation, OSP may waive minor informalities and irregularities.

C.10.2. RESPONSIBILITY: Prior to award of a Contract, OSP may investigate Bidder and request information in addition to that already required in the ITB, when OSP, in its sole discretion, considers it

necessary or advisable in order to evaluate whether the Bidder meets the applicable standards of responsibility identified in OAR 125-247-0640(1)(c)(F).

C.10.3. DISCOUNTS: Cash and/or term discounts may be offered by Bidder in its Bid, and will be binding upon Bidder in the event Bidder is awarded a Contract. However, such discounts will not be considered for award purposes unless so specified.

C.10.4. RECIPROCAL PREFERENCE: For Bid evaluation purposes only, OSP will add a percent increase to each out-of-State Bidder's Bid price which is equal to the percent preference, if any, given to resident Bidders of the Bidder's State. For example, if the Bidder is from a State that grants a 10 percent preference to local Bidders, OSP will add 10 percent to that Bidder's Bid price.

C.11. PROCESSING OF BIDS: Neither the return of a Bid, nor acknowledgment that the selection process is complete, shall operate as a representation by OSP that any Bid submitted was complete, sufficient, or lawful in any respect.

C.12. WITHDRAWAL BY OSP OF PARTICULAR BID ITEMS PRIOR TO AWARD: OSP reserves the right to delete particular Bid items or award categories. The deletion of one or more Bid items or award categories will not affect the method of award. (Refer to Section B.4.)

C.13. INTENT-TO-AWARD ANNOUNCEMENT: OSP reserves the right to announce its intent to award prior to formal Contract award by making the tabulation sheet of Bid results available by letter or fax ("Intent-to-Award Announcement"). The Intent-to-Award Announcement shall serve as notice to all Bidders that OSP intends to make an award.

C.14. REVIEW OF BID FILES: Bidders shall have seven (7) calendar days from the date of the Intent-to-Award Announcement within which to view the Bid files (by appointment).

C.15. PROTEST OF INTENT TO AWARD: Adversely affected or aggrieved Bidders shall have seven (7) calendar days from the date of the Intent-to-Award Announcement within which to file a written protest. Protests submitted after that date will not be accepted. Protests must specify the grounds upon which the protest is based (Refer to OAR 125-247-0740).

C.16. RESPONSE TO INTENT-TO-AWARD PROTESTS: OSP will respond in writing to intent-to-award protests properly submitted by adversely-affected or aggrieved Bidders. OSP may also respond to intent-to-award protests submitted by other Bidders for purposes of clarification. However, any response provided by OSP is not intended to, and shall not in and of itself constitute, confirmation that either (a) the protest was timely filed, or (b) the Bidder is, in fact, adversely affected or aggrieved, and therefore entitled to protest an intent to award.

C.17. AWARD: After expiration of the seven (7) calendar-day file review and intent-to-award protest period, and resolution of all properly-submitted protests, OSP will proceed with final award. (If OSP receives only one (1) Bid for any award category, OSP may dispense with the intent-to-award protest period for any award category and proceed with award.)

C.18. BID RESULTS: After awards are completed, Bidders may submit a written request to OSP for a copy of the tabulation. Each request must indicate the ITB number and must include a self-addressed envelope and a \$5.00 check payable to the Department of Oregon State Police.

C.19. REVIEW OF AWARDED BID FILES: Awarded Bid files are public records and available for review at the Procurement Services Unit of OSP by appointment.

SECTION D - SPECIFICATIONS

D.1 SILENCE OF SPECIFICATIONS: The apparent silence of the ITB specifications as to any detail, or the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only materials and workmanship of first quality are to be used in performance of Services under this Contract.

D.1.1. However, if any omitted specification results in ambiguity as to material characteristics of the Bid item, and clarification is necessary to enable a reasonable Bidder in the particular industry to properly identify such characteristics, Bidder shall seek a formal request for clarification as set forth in Section C.5.2. Failure to make such a request is at Bidder's risk, and the Bidder awarded the Contract shall be required to provide Services meeting OSP's needs with regard to any omitted specification for which clarification was not sought.

D.2 ADHERENCE TO THE SPECIFICATIONS: Deviations in the Bid from any of the ITB specifications requirements may result in Bid rejection. Deviations discovered after Contract formation shall be corrected at no cost to OSP.

D.3 SPECIFICATIONS:

Summary:

The Department of Oregon State Police (OSP), in order to pursue the mission of dismantling major crime organizations operating in the State of Oregon, has the need to purchase two (2) each mobile currency counting, tracking and validation systems. As the equipment and related software purchased under this Bid will be used to network with existing Intelligent Currency Validation Network, Inc. (iCVn) equipment in both Oregon and Washington, the technical specifications and system requirements of this Bid need to be closely met.

Technical Specifications and System Requirements:

The system must be able to:

1. Quickly and accurately count multiple denominations in a single pass.
2. Quickly and accurately scan and index denominations in a single pass.
3. Upload data to a centrally located and managed database.
4. Store the information in the database with vital information such as case number, date, time, location.
5. The database shall be SQL compliant with the proper management utilities and reporting capabilities for statistical and evidence purposes.
6. The database shall be based on a server platform with the proper interface software to allow for VPN capabilities of the field units for uploading and downloading data.
7. The database needs to be able to handle millions of currency note records quickly and efficiently.
8. The system shall be able to track whether the bill possesses a duplicate serial number to notify the user that the bill is fraudulent.
9. They system shall be able to track whether the bill has been previously scanned to notify the user that the bill has been used in another case.
10. The field units shall be highly mobile. Meaning the system should be ready to deploy to a field environment and contained in a way to withstand environmental elements such as weather, along with the rigors of traveling great distances in a vehicle or airplane.
11. The field units shall contain the proper software to allow access via VPN to the central server for uploading and downloading information to and from the currency tracker.
12. The field units shall be easily manipulated, meaning the setup, configuration, operation of the units needs to be short, simple, and fool-proof.
13. The field units shall be able to handle continual use to include thousands of bills during a single use.
14. The system shall be expandable and possess the capability of adding additional field units without major configuration changes.
15. The company providing the system must be able to provide support on the centrally located

server database and the field units on a eight hour a day, five day a week basis (9:00 am – 5:00 pm eastern time, M – F).

16. The company providing the system must be able to provide prompt and reliable turnaround should any piece of the equipment need to be returned or replaced.

Hardware and software shall include, but may not be limited to, the following items.

1. iCVn LWH-2102 Laptop Workstation with modified software package (or equal).
2. iCVn LWL-2103 Perpetual Software License for Laptop Workstation (or equal).
3. iCVn RAD-2104 ACC, 2 Pocket Sorter with modified software package (or equal).

SECTION E - STANDARD CONTRACT TERMS AND CONDITIONS

E.1 ORDER OF PRECEDENCE: The printed terms and conditions set out in this Section E are the Standard Terms and Conditions for State of Oregon procurement contracts. OSP may also provide Special Contract Terms and Conditions which apply only to this Contract. Whenever possible, all terms and conditions are to be harmonized. In the event of a conflict between the terms and conditions, the Contract is interpreted utilizing the following order of precedence: (i) amendments, (ii) addenda, (iii) the Special Contract Terms and Conditions, (iv) Specifications, (v) these Standard Contract Terms and Conditions, (vi) the Invitation to Bid. If however a particular provision is required by law, it takes precedence over any conflicting terms.

E.2 TERM OF CONTRACT/OPTION TO EXTEND: The initial term of the Contract shall be one (1) year (the "Initial Term") and shall become effective on the date this Contract is signed by every party hereto and all other required approvals have been obtained (the "Effective Date"). Upon concurrence of the parties, the Contract may be extended for additional terms ("Extension Terms"); provided, however, that the maximum duration of the Contract, including all extensions, shall not exceed five (5) years. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes extensions, if any, is \$99,000.

E.3 EXTENSIONS: OSP shall notify Contractor in writing of its intent to extend the Contract ("Renewal Notice") at least thirty (30) days prior to the expiration of the then current Initial Term or Extension Term. If Contractor consents to the extension, it shall sign and return the Renewal Notice to OSP within the time period specified therein. If the Contractor does not consent, the Contract shall expire according to its terms, unless earlier terminated.

E.4 ONE MONTH EXTENSION OPTION: Notwithstanding the foregoing, the State reserves the right in its sole discretion to extend the Contract for a maximum of one (1) calendar month beyond any term. OSP shall notify Contractor in writing of the one-month extension prior to the expiration of the then current term. Consecutive one-month extensions obtained under this Section are not allowed.

E.5 DELIVERY: Contractor agrees to deliver the Goods as described in the Final Award to Contractor in accordance with the terms and conditions of the Contract.

E.6 PAYMENT: Contractor shall look solely to Agency for payment of all amounts that may be due under this Contract. Agency is solely responsible for payment under this Contract. Payment is due by Agency within thirty (30) days after the date of the invoice.

E.7 OVERDUE CHARGES: At Contractor's option, it may assess overdue account charges, in accordance with the provisions of ORS 293.462, up to a maximum rate of two-thirds of one percent per month (8% per annum) in accordance with the provision of ORS 293.462(3).

E.8 PAYMENT ADDRESS: Payment shall be sent to Contractor at the address specified in the invoice.

E.9 INVOICES: Contractor shall invoice Agency upon acceptance by Agency of the entire order. Invoices shall be sent to the Delivery Destination specified in the Purchase Order. Contractor shall include in its invoice the ITB#, Contract #, if any, Goods ordered and volume or quantity of Goods delivered, the price per item or quantity of Goods, the total amount due, and address to which payment is to be sent.

E.10 MOST FAVORABLE PRICES AND TERMS: Contractor represents and warrants that all prices, terms and benefits offered by Contractor under this Contract are equal to or better than the equivalent prices, terms and benefits being offered by Contractor to any other state or local government unit or commercial customer.

E.10.1 Should Contractor, during the term of the Contract, enter into any contract, agreement or arrangement that provides lower prices, more favorable terms or greater benefits to any other such government unit or commercial customer, this Contract shall thereupon be deemed amended to provide the same price or prices, terms and benefits to Agency. This provision applies to comparable goods and services, and to purchase volumes by Agency that are not less than the purchase volumes of the government unit or commercial customer that has received the lower prices, greater benefits or more favorable terms.

E.10.2 Section E.10.1 does not apply to donations of Goods to charitable, nonprofit or government entities, if the donations are recognized as such and are deductible under the federal Internal Revenue Code. Such donations shall not be considered contracts, agreements, sales or arrangements with other government units or commercial customers subject to the application of section E.10.1.

E.11 INSPECTIONS/ACCEPTANCE: The Agency shall have ten (10) calendar days from date of delivery of the entire order within which to inspect and accept or reject the Goods. If the Goods are rejected, the Agency shall provide Contractor with written notification of rejection. Notice of rejection shall include itemization of apparent defects, including but not limited to (i) discrepancies between the Goods and the applicable Specifications or warranties (including variance from demonstrations or sample characteristics where demonstrations or samples have been provided), or (ii) otherwise nonconforming Goods (including late delivery). Notice of rejection shall also indicate whether cure will be allowed.

E.11.1 CURE: The Agency may permit Contractor to deliver substitute Goods. The Contractor shall deliver substitute conforming Goods within ten (10) calendar days of receipt of notice of rejection and opportunity to cure. Failure to complete cure within the ten (10) calendar-day period shall constitute material default.

E.11.2 REMOVAL/REIMBURSEMENT: If the Goods are rejected or acceptance is revoked, the Contractor shall refund any Contract payments that have been made with regard to the Goods, and shall (at Contractor's sole cost and expense) remove the Goods within seven (7) calendar days of receiving notice of rejection or revocation of acceptance.

Nothing contained in this Section E.10 precludes Agency from other remedies to which it may be entitled upon rejection or revocation of acceptance.

E.12 REPRESENTATIONS; WARRANTIES:

E.12.1 AUTHORITY; BINDING OBLIGATION. Contractor represents and warrants that Contractor has the power and authority to enter into and perform the Contract and that the Contract, when executed and delivered, is a valid and binding obligation of Contractor enforceable in accordance with its terms.

E.12.2 WARRANTY ON MATERIALS, DESIGN, MANUFACTURE. Contractor represents and warrants that all Goods shall be new, unused, current production models, where applicable, and shall be free from defects in materials, design and manufacture for the duration of the manufacturers warranty period . Contractor further represents and warrants that all Goods are in compliance with and meet or exceed all Specifications set forth in section D, Specifications.

E.12.3 WARRANTY ON SERVICE STANDARDS. Contractor represents and warrants that all Services, if any, shall be performed in a good and workmanlike manner, and in the event that such Services are covered by professional or industry standards then the Services shall be performed according to the highest applicable professional and/or industry standards.

E.12.4 WARRANTY OF TITLE. Contractor represents and warrants that all Goods are free and clear of any liens or encumbrances, and that Contractor has full legal title to the Goods, and that no other person has any right, title or interest in the Goods which shall be superior to or infringe upon the rights granted to Agency hereunder.

E.12.5 WARRANTY ON SAFETY AND HEALTH REQUIREMENTS: Contractor represents and warrants that Goods provided under this Contract comply with all applicable federal health and safety standards, including but not limited to, Occupational Safety and Health Administration (OSHA), and all Oregon safety and health requirements, including, but not limited to, those of the State Workers' Compensation Division.

E.12.6 WARRANTIES CUMULATIVE. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided in this Contract. All warranties provided in the Contract shall be cumulative, and shall be interpreted expansively so as to afford Agency the broadest warranty protection available.

E.12.7 MANUFACTURER WARRANTIES: Contractor shall have all manufacturer warranties covering the Goods and component parts, if any, transferred to the Agency at time of delivery at no charge.

E.13 COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS:

E.13.1 Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Contract. 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 Contract: (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; (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and (x) all federal and state laws governing the handling, processing, packaging, storage, labeling, and delivery of food products, if applicable. All laws, regulations and executive orders applicable to the Contract are incorporated by reference where so required by law. The State's performance is conditioned upon Contractor's compliance with ORS 279B.220, 279B.225, 279B.230, 279B.235, and 279B.270, as applicable, the terms of which are incorporated by reference into such Contracts.

E.13.2 RECYCLED PRODUCTS: Contractor shall use recycled and recyclable products to the maximum extent economically feasible in the performance of the Contract. These products shall include recycled paper (as defined in ORS 279A.010(1)(ee)), recycled PETE products (as defined in ORS 279A.010(1)(ff)), other recycled products (as "recycled product" is defined in ORS 279A.010(1)(gg)), and other recycled plastic resin products.

E.13.3 In the event of a conflict between the Specifications and applicable federal or State laws, the federal or State laws shall prevail. Provided, however, in the event any conflict is based solely upon minimum standards, such as quality or safety, the higher or more stringent standard shall apply. Contractor shall be responsible for making any modifications required to achieve compliance with the required laws and standards. Contractor shall notify Agency of any such required modifications upon receipt of knowledge or notification of such.

E.13.4 In the event any Good or component part is recalled by a regulatory body or the manufacturer, or discovered by Contractor not to be in compliance with the applicable standards, Contractor shall immediately notify the Agency of the recall or non-compliance, and shall provide copies of the notice or

other documentation. Agency may elect to (a) cancel any portion of the Contract, (b) reject the Goods, (c) revoke its acceptance of the Goods, or (d) terminate the Contract in whole or in part, based upon such recall or non-compliance. In the event of rejection or revocation of acceptance under this subsection, Contractor shall promptly remove the Goods at its sole cost and expense, and reimburse Agency for payments made.

E.14 FOREIGN CONTRACTOR: If the amount of the Contract exceeds ten thousand dollars (\$10,000), and if Contractor is not domiciled in or registered to do business in the State, Contractor shall promptly provide to the Oregon Department of Revenue all information required by that Department relative to the Contract. Agency shall be entitled to withhold final payment under the Contract until Contractor has met this requirement.

E.15 MATERIAL SAFETY DATA SHEET: Contractor shall provide the Agency at time of delivery of the Goods with a Material Safety Data Sheet as defined by the Occupational Safety and Health Administration (OSHA) for any Goods provided under the Contract which may release or otherwise result in exposure to a hazardous chemical under normal conditions of use. In addition, Contractor must properly label, tag or mark such Goods.

E.16 TIME IS OF THE ESSENCE: Contractor agrees that time is of the essence for Contractor's performance obligations under the Contract.

E.17 FORCE MAJEURE: Neither Agency nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, terrorism, 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 Contract. Agency may terminate the Contract upon written notice after reasonably determining that such delay or default will likely prevent successful performance of the Contract.

E.18 INSURANCE: Contractor shall obtain prior to performing under the Contract, and maintain during the term of the Contract (including all warranty periods), the insurance required under Section G. With regard to workers' compensation insurance, all employers, including Contractor, that employ subject workers who work under the Contract in the State of Oregon shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors, if any, complies with these requirements.

E.19 FUNDS AVAILABLE AND AUTHORIZED; PAYMENTS: Agency represents that it has sufficient funds available and authorized within its biennial appropriation or limitation to finance the cost of purchases under the Contract prior to the end of the current biennium. Contractor understands and agrees that Agency's payment of amounts under the Contract attributable to purchases made after the last day of the current biennium is contingent on Agency's receiving from the Oregon Legislative Assembly appropriations, limitations, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to continue to make payments under the Contract.

E.20 INDEPENDENT CONTRACTOR STATUS; RESPONSIBILITY FOR TAXES AND WITHHOLDING:

E.20.1 Contractor shall perform all Services as an independent Contractor. Although Agency reserves the right (i) to determine (and modify) the delivery schedule for the Goods to be delivered and Services to be performed and (ii) to evaluate the quality of the completed performance, Agency 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 any Services called for under this Contract.

E.20.2 If Contractor is currently performing work for the State of Oregon or the federal government, Contractor by signature to this Contract declares and certifies that: Contractor's performance of this Contract 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 this Contract.

Contractor is not an "officer", "employee", or "agent" as those terms are used in ORS 30.265 of the State or Agency

E.20.3 Contractor shall be responsible for all federal and state taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, Agency will not 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 this Contract.

E.21 INDEMNIFICATION:

E.21.1 CONTRACTOR SHALL DEFEND, SAVE, HOLD HARMLESS, AND INDEMNIFY THE STATE AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, PROCEEDINGS, LOSSES, DAMAGES, LIABILITIES, AWARDS AND COSTS OF EVERY KIND AND DESCRIPTION (INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES AT TRIAL, ON APPEAL AND IN CONNECTION WITH ANY PETITION FOR REVIEW) (COLLECTIVELY, "CLAIM") WHICH MAY BE BROUGHT OR MADE AGAINST ANY AGENCY, THE STATE, OR THEIR AGENTS, OFFICIALS, EMPLOYEES AND ARISING OUT OF OR RELATED TO (I) ANY PERSONAL INJURY, DEATH OR PROPERTY DAMAGE CAUSED BY ANY ALLEGED ACT, OMISSION, ERROR, FAULT, MISTAKE OR NEGLIGENCE OF CONTRACTOR, ITS EMPLOYEES, AGENTS, RELATED TO THIS CONTRACT, (II) ANY ACT OR OMISSION BY CONTRACTOR THAT CONSTITUTES A MATERIAL BREACH OF THIS CONTRACT, INCLUDING WITHOUT LIMITATION ANY BREACH OF WARRANTY, OR (III) THE INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADE SECRET OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY BY DELIVERY OR USE OF THE GOODS. AGENCY SHALL PROMPTLY NOTIFY CONTRACTOR IN WRITING OF ANY CLAIM OF WHICH AGENCY BECOMES AWARE. CONTRACTOR'S OBLIGATION UNDER THIS SECTION SHALL NOT EXTEND TO ANY CLAIM PRIMARILY CAUSED BY (I) THE NEGLIGENT OR WILLFUL MISCONDUCT OF AGENCY, STATE, OR THEIR AGENTS, OFFICIALS OR EMPLOYEES, OR (II) AGENCY'S MODIFICATION OF GOODS WITHOUT CONTRACTOR'S APPROVAL AND IN A MANNER INCONSISTENT WITH THE PURPOSE AND PROPER USAGE OF SUCH GOODS.

E.21.2 PROVIDED, HOWEVER, 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 AND/OR ITS OFFICERS, EMPLOYEES AND AGENTS PRIOR TO SUCH ACTION OR REPRESENTATION. FURTHER, THE STATE, 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 SOLE DISCRETION IT DETERMINES THAT (I) PROPOSED COUNSEL IS PROHIBITED FROM THE PARTICULAR REPRESENTATION CONTEMPLATED; (II) COUNSEL IS NOT ADEQUATELY DEFENDING OR ABLE TO DEFEND THE INTERESTS OF THE STATE, ITS OFFICERS, EMPLOYEES AND/OR 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 IN ASSUMING ITS OWN DEFENSE AND/OR THAT OF ITS OFFICERS, EMPLOYEES, OR AGENTS UNDER (I) AND (II) ABOVE.

E.22 EVENTS OF DEFAULT.

E.22.1 Default by Contractor. Contractor shall be in default under this Contract if:

E.22.1.1 Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or

E.22.1.2 Contractor no longer holds a license or certificate that is required for Contractor to perform its obligations under this Contract and Contractor has not obtained such license or certificate within ten (10)

business days after delivery of Agency's notice of default or such longer period as Agency may specify in such notice; or

E.22.1.3 Contractor commits any material breach or default of any covenant, warranty, obligation or certification under this Contract, and such breach, default or failure is not cured within ten (10) business days after delivery of Agency's notice of default or such longer period as Agency may specify in such notice.

E.22.2 Default by Agency. Agency shall be in default under this Contract if:

E.22.2.1 Agency fails to pay Contractor any amount pursuant to the terms of this Contract, and Agency fails to cure such failure within ten (10) business days after delivery of Contractor's notice of default or such longer period as Contractor may specify in such notice; or

E.22.2.2 Agency commits any material breach or default of any covenant, warranty, or obligation under this Contract, fails to perform its commitments hereunder within the time specified or any extension thereof, and Agency fails to cure such failure within ten (10) business days after delivery of Contractor's notice of default or such longer period as Contractor may specify in such notice.

E.23 REMEDIES

E.23.1 State's Remedies. In the event Contractor is in default under Section E.21.1, in addition to the remedies afforded elsewhere herein, Agency, shall be entitled to recover for any and all damages suffered as the result of Contractor's breach of Contract, including but not limited to direct, indirect, incidental and consequential damages, as provided in ORS 72.7110 to 72.7170. Agency may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, including, but not limited to:

E.23.1.1 Termination of this Contract under Section E.24.2;

E.23.1.2 Withholding all monies due invoiced for Goods and Services that Contractor is obligated but has failed to deliver or perform within any scheduled completion dates or has performed inadequately or defectively;

E.23.1.3 Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief;

E.23.1.4 Exercise of its right of setoff, and withholding of monies otherwise due and owing in an amount equal to Agency's setoff, without penalty;

E.23.1.5 These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If it is determined for any reason that Contractor was not in default under Sections E.22.1, the rights and obligations of the parties shall be the same as if this Contract was terminated pursuant to Section E.25.2.1.

E.23.2 Contractor's Remedies. In the event Agency terminates the Contract for convenience under Section E.25.2 or in the event Agency is in default under Section E.22.2, and whether or not Contractor elects to exercise its right to terminate the Contract under Section E.25.2, Contractor's sole remedy shall be (a) A claim against Agency for the unpaid price for any Goods delivered and accepted by Agency (b) with respect to Services compensable on an hourly basis, a claim against Agency for unpaid invoices, hours worked but not yet billed and authorized expenses for Services completed and accepted by Agency (b) with respect to deliverable-based Services, a claim against Agency for the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by Agency, less previous amounts paid and any claim(s) which State has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this Section, Contractor shall pay any excess to Agency upon written demand.

E.24. ATTORNEYS' FEES: With the exception of defense costs and expenses pursuant to E.21, 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 for damages arising out of or relating to the Contract.

E.25 TERMINATION:

E.25.1 MUTUAL CONSENT: The Contract may be terminated at any time by mutual written consent of the parties.

E.25.2 AGENCY:

E.25.2.1 Agency may, at its sole discretion, terminate the Contract, for convenience upon 30 days written notice.

E.25.2.2 Agency is excused from performance and may in its sole discretion terminate the Contract immediately upon notice to Contractor, or at such later date as Agency may establish in such notice, upon the occurrence of any of the following events: (i) the Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the Goods to be purchased under the Contract; or (ii) federal or state laws, regulations, or guidelines are modified or interpreted in such a way that either the purchase of the Goods by the Agency under the Contract is prohibited, or the Agency is prohibited from paying for such Goods from the planned funding source; or (iii) Contractor commits any material breach of the Contract. Pursuant to this Section E.24.2.2, upon receipt of written notice of termination, Contractor shall stop performance under the Contract as directed by Agency.

E.25.3 CONTRACTOR: Contractor may terminate the Contract immediately upon notice to Agency, or at such later date as it may establish in such notice as set forth in Section E.21.2.1, upon Agency's failure to pay for the Goods, in accordance with the terms of this Contract.

E.26 ACCESS TO RECORDS: Contractor shall retain, maintain, and keep accessible all records relevant to the Contract (the "Records") for a minimum of six (6) years, or such longer period as may be required by applicable law following expiration or termination of the Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to the Contract, whichever date is later. Financial Records shall also be kept in accordance with generally accepted accounting principles. During the Record-retention period established in this Section E.25, the Contractor shall permit the State, its duly authorized representatives, and the federal government access to the Records at a reasonable time and place for purposes of examination and copying.

E.27 NOTICES: All notices required under the Contract shall be in writing and addressed to the party's authorized representative. For the State, the authorized representative is the contact point identified in Section C. Contractor's authorized representative shall be the individual identified in the Bid. Mailed notices shall be deemed received five (5) days after post marked, when deposited, properly addressed and prepaid, into the U.S. postal service. Faxed notices shall be deemed received upon electronic confirmation of successful transmission to the designated fax number. Personal delivery shall be effective upon delivery.

E.28 PURCHASE ORDERS; ACKNOWLEDGEMENTS: The parties acknowledge and agree that other than designation of order quantities, types of Goods, delivery destination, and dates of order and scheduled delivery of other performance, Purchase Orders or acknowledgement documents are simply for the convenience of the parties to initiate or confirm an order of Goods under this Contract and that no terms or conditions contained in those documents shall be of any force or effect or be binding upon the parties.

E.29 GOVERNING LAW: The Contract shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of laws. To the extent not modified by the terms of this Contract, the UCC shall govern this transaction.

E.30 VENUE; CONSENT TO JURISDICTION: Any claim, action, suit or proceeding (collectively, "Claim") between the State and Contractor that arises from or relates to the Contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a 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 of Oregon. 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 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.

E.31 SURVIVAL: Any terms of this Contract, which by their nature are intended to survive termination or expiration including but not limited to warranty, indemnification, access to records, governing law, venue, consent to jurisdiction, termination and remedies provisions shall survive the termination or expiration of this Contract.

E.32 SEVERABILITY: If any provision of the Contract 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 Contract did not contain the particular provision held to be invalid.

E.33 ASSIGNMENT/SUBCONTRACT/SUCCESSORS: Contractor shall not assign, sell, transfer, or subcontract rights, or delegate responsibilities under the Contract, in whole or in part, without the prior written approval of the Agency. Further, no such written approval shall relieve Contractor of any obligations under the Contract, and any assignee, transferee, or delegate shall be considered the agent of Contractor. The provisions of the Contract shall be binding upon, and shall inure to the benefit the parties to the Contract and their respective successors and permitted assigns.

E.34 MERGER CLAUSE; AMENDMENT; WAIVER: The Contract 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 Contract. The Contract may be amended to the extent permitted by applicable statutes and administrative rules. For Anticipated Amendments, the Contract may be amended only in accordance with and to the extent provided in the Solicitation Document and the Contract, as provided under OAR 125-246-0560(2)(a)(A) (i)-(iii). No waiver, consent, or amendment of terms of the Contract shall bind either party unless in writing and signed by both parties, and all necessary approvals have been obtained. Waivers and consents shall be effective only in the specific instance and for the specific purpose given. The failure of the State to enforce any provision of the Contract shall not constitute a waiver by the State of that or any other provision.

E.35 ANTICIPATED AMENDMENTS. OSP has determined that during the term of the Contract, the parties may need to modify selected terms, conditions, price(s) and types of work and Services under circumstances related to the following illustrative, although not exhaustive, categories of anticipated amendments:

E.35.1 Amendments required as a result of necessary changes in the State's business process that may restructure a State Agency;

E.35.2 Amendments to the Specifications of the Contract to add Goods within the scope of the ITB and the Contract;

E.35.3 Amendments to delete Goods from the Statement of Work of a Contract; and

E.35.4 Amendments to extend the term of the Contract in accordance with Section E.2.

SECTION F - SPECIAL TERMS AND CONDITIONS

F.1 INVOICING/PAYMENT: At the end of each month, Contractor shall provide OSP with an invoice showing the Contract price (see Section H – Pricing) for all Goods. OSP shall make payment to Contractor in accordance with its regular payment procedures. Any invoice that does not comply with these requirements shall be returned to the Contractor for correction and resubmission.

Invoices shall be sent to:

Oregon State Police
Attn: Accounting Services
255 Capitol Street N.E., 4th Floor
Salem, Oregon 97310
Phone: (503) 934-0254

No Services shall be performed, and no Goods shall be provided, before the issuance of a Contract by OSP, as awarded under this ITB and Section C.20. Contractor shall not exceed, and OSP shall not pay, any amount in excess of the Bid Prices, as set forth in Section I. Any increases to the Prices shall be in accordance with the procedures set forth elsewhere herein. Contractor may only assess overdue account charges in accordance with the provisions of ORS 293.462(3) up to a maximum rate of two-thirds of one percent per month (8% per annum). Payment shall be sent to Contractor at the address specified in the invoice.

F.1.1 SHIPPING: Contractor shall ship all Goods FOB Destination, at no additional charge to OSP, within sixty (60) days after receipt of order.

Shipping address:

Oregon State Police General Headquarters
255 Capitol St. N.E., 4th Floor
Attn: Lt. Michael Dingeman
Salem, Oregon 97310

F.2 CONTRACT ADMINISTRATOR: The Contract Administrator for this Contract is:

Name: Wally Jacobs, OPBC
Address: OSP/Procurement Services Unit
4760 Portland Rd. NE
Salem, OR 97305
Telephone: (503) 378-2276
E-mail: harold.w.jacobs@state.or.us
Fax: (503) 378-4190

F.3 LICENSES: Contractor shall, at all times, be in compliance with all applicable license requirements including, but not limited to, business, corporate and those which are specific to Goods to be provided under this Contract.

F.4 PRICE ADJUSTMENTS: Prices shall be firm through the original term of the Contract and may only be adjusted at the time of Contract extensions. All information regarding proposed Price changes shall be submitted to the Contract Administrator, in writing, at least ninety (90) days prior to Contract termination date. Price increases shall be based on the Contractor's actual cost increases for materials, labor, overhead, etc. Proposed Price increases must be accompanied by documentation supporting such increases. OSP reserves the right to accept or reject any proposed Price increases, in the best interest of the State. If the proposed price increases are accepted, they shall become effective on the first day of the Contract extension period. Adjusted price increases shall be firm for a one (1) year period. Percentages off the current selling price may only be renegotiated at the time of extensions.

F.4.1 The State and OSP shall be given the immediate benefit of any Price decrease. Contractor shall promptly notify the Contract Administrator of the amount and effective date of each decrease. This decrease shall apply to Goods purchased on or after the effective date of the decrease. Invoices shall reflect Prices in effect on the date OSP's ordering document was written.

F.4.2 Should such decreased Prices again increase during the entire term of the Contract, including extensions, OSP shall honor the increase if acceptable documentation verifying the increase is submitted to the Contract Administrator. OSP shall determine what constitutes acceptable documentation.

F.5 CHANGE IN SPECIFICATIONS: Contractor shall notify OSP at any time that justified changes or modifications in the performance specifications would result in improved service. Major modifications which would involve a Price change can be made only by the mutual consent of all parties to the Contract.

F.6 CONTRACT AMENDMENTS: The terms of this Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval and notice from OSP. On behalf of the OSP, only the Contract Administrator, the DPO, or the Superintendent of OSP has the authority to execute changes, notices or amendments to this Contract.

F.7 EMPLOYER CONTRIBUTIONS AND TAX WITHHOLDINGS: Contractor agrees to forward to the Oregon Department of Revenue and to the United States Internal Revenue Service all sums withheld from employees pursuant to both State and Federal tax laws. Contractor further agrees to pay all contributions or taxes due to the United States Social Security Administration, the Department of Employment and the State Accident Insurance Fund from the Contractor, and to forward the contributions of its employees to the United States Social Security Administration.

F.8 PAYMENT FOR CONTRACTOR SUPPLIES AND EQUIPMENT: Contractor agrees to make payment promptly, as due, to all persons supplying to the Contractor services, supplies or equipment utilized in the performance of this Contract. Should the Contractor fail, neglect, or refuse to make prompt payment of any such claim in connection with this Contract, the proper officer representing the State may after ascertaining the claim is just, due and payable, pay such claim and charge the amount of the payment against such funds due, or to become due, to the Contractor by reason of this Contract. Payment of any claim in this manner will not relieve the Contractor with respect to any unpaid claims.

F.9 UNAUTHORIZED WORK: Extra Services provided or work done without written authority (i.e. without written Contract Amendment) from OSP will be considered unauthorized work or Services and will not be paid for by OSP.

F.10 MEDIA DISCLOSURE: The Contractor shall not provide any information to the media regarding this Contract or OSP without first consulting with OSP. The Contractor shall contact OSP immediately when any media contact occurs. OSP will assist the Contractor with an appropriate follow-up response for the media.

SECTION G - INSURANCE REQUIREMENTS

G.1. Insurance Requirements. The apparent successful Bidder shall provide all required proof of insurance to OSP within ten (10) calendar days of notification of award. Failure to present the required documents within ten (10) calendar days may be grounds for rejection of the Bid.

G.1.1. Bidders are encouraged to consult with their Insurance agent(s) about insurance requirements contained in the ITB prior to Bid submission.

G.2. COMMERCIAL GENERAL LIABILITY. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the Contract, 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 Contract, and products/completed operations liability coverage. Combined single limit per occurrence shall not be less than \$500,000. Each annual aggregate limit shall not be less than \$1,000,000, when applicable.

G.3. WORKERS' COMPENSATION. All employers, including Contractor, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements.

G.3.1. If Contractor is a subject employer, as defined in ORS 656.023, with regard to work under this Contract, Contractor shall obtain, at Contractor's expense, and have in place prior to the performance of any work under this Contract, all required workers' compensation insurance coverage.

G.4. AUTOMOBILE LIABILITY. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the Contract, Automobile Liability Insurance covering owned, non-owned and/or hired vehicles, as applicable. This coverage may be written in combination with the Commercial General Liability Insurance. Combined single limit per occurrence shall not be less than \$500,000 or the equivalent.

NOTE: AUTOMOBILE COVERAGE IS NOT REQUIRED IF CONTRACTOR USES COMMON CARRIER TO DELIVER THE GOODS.

G.6. ADDITIONAL INSURED. The liability insurance coverages, except Professional Liability if included, required for performance of the Contract shall include the State of Oregon, its departments and their divisions, officers and employees as "Additional Insured", but only with respect to the Contractor's activities to be performed under the Contract.

G.7. 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 thirty (30) days' written notice from the Contractor or its insurer(s) to the Contract Administrator, the DPO, or the Superintendent of OSP. 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 to the State of Oregon, its departments and their divisions, officers and employees.

G.8. CERTIFICATE(S) OF INSURANCE. As evidence of the insurance coverage required by the Contract, the Contractor shall furnish Certificate (s) of Insurance ("Certificate(s)") to the Contract Administrator prior to its issuance of a Notice to Proceed. The Certificate(s) will specify all of the parties who are Additional Insured or loss payees. Insurance coverage required under the Contract shall be obtained from acceptable insurance companies or entities that are licensed to transact insurance and issue coverage in the State of Oregon and are acceptable to OSP. The Contractor shall be financially responsible for all deductibles, self-insured retentions and/or self-insurance included hereunder.

G.9. 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 Contract 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 Contract. This will be a condition of the Final Acceptance of Work or Services and Related Warranty (if any).

SECTION H – PRICING

(BIDDER MUST COMPLETE AND RETURN WITH BID)

PROVIDE PRICING FOR ALL ITEMS LISTED BELOW :

1. Provide all Goods and Services as per the Specifications set forth in Section D.

2 each: iCVn LWH-2102 Laptop Workstation w/modified
software package (or equal) : Unit Price : \$ _____ Total Price: \$ _____

2 each: iCVn LWL-2103 Perpetual Software License for
Laptop Workstation (or equal) : Unit Price : \$ _____ Total Price: \$ _____

2 each: iCVn RAD-2104 ACC 2 Pocket Sorter w/modified
software package (or equal) : Unit Price : \$ _____ Total Price: \$ _____

SECTION I - RESPONSIBILITY INQUIRY AND CONTRACTOR REFERENCES

(BIDDER MUST COMPLETE AND RETURN WITH BID)

The State reserves the right, pursuant to OAR 125-247-0500, to investigate and evaluate, at any time prior to award and execution of the Contract, the apparent successful Bidder's responsibility to perform the Contract. Submission of a signed Bid shall constitute approval for the State to obtain any information the State deems necessary to conduct the evaluation. The State shall notify the apparent successful Bidder, in writing, of any other documentation required, which may include, but is not limited to, recent profit-and-loss history; current balance statements; assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims; availability of short and long-term financing; bonding capacity; credit information; material; equipment; facility and personnel information; performance record of contract performance; etc. Failure to promptly provide this information shall result in Bid rejection.

The State may postpone the award of the Contract after announcement of the apparent successful Bidder in order to complete its investigation and evaluation. Failure of the apparent successful Bidder to demonstrate Responsibility, as required under OAR 125-247-0500, shall render the Bidder non-responsible and shall constitute grounds for Bid rejection, as required under 279B.100.

I.1 INVESTIGATION OF REFERENCES: The State reserves the right to investigate the references and the past performance of any Bidder with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, and its lawful payment of suppliers, subcontractors, and workers. State may postpone the award or execution of the Contract after the announcement of the apparent successful Bidder in order to complete its investigation. State reserves its right to reject any Bid response or to reject all Bid responses at any time prior to OSP's execution of a contract.

I.2 PROVIDING REFERENCES: Provide at least three (3) current references (from different firms and clients) able to verify the Bidder's ability to comply with the requirements of this Contract.

I.3 REFERENCE FORM: Bidder Qualifications and Reference form is provided as part of this Invitation to Bid. Bidders must complete this form or provide all requested information on Bidder's letterhead and return it with their Bids. Failure to provide complete and/or accurate information shall be cause for Bid rejection.

I.4 NUMBER OF YEARS IN BUSINESS SELLING THE PRODUCTS AND PROVIDING THE SERVICES MADE THE SUBJECT OF THIS ITB:

I.5 NUMBER OF CURRENT CONTRACTS FOR GOODS AND ASSOCIATED SERVICES EQUIVALENT IN TYPE, VOLUME AND VALUE TO THOSE REQUIRED UNDER THIS ITB:

I.6 WITHIN THE PAST FIVE (5) YEARS, HAS BIDDER HAD ANY LAWSUITS FILED AGAINST IT INVOLVING CONTRACT DISPUTES?

☐ YES ☐ NO. IF "YES," INDICATE DATES AND ULTIMATE RESOLUTION OF SUIT. (WITH REGARD TO JUDGMENTS, INCLUDE JURISDICTION AND DATE OF FINAL JUDGMENT OR DISMISSAL.)

(USE SEPARATE SHEET IF ADDITIONAL SPACE NEEDED)

I.7 WITHIN THE PAST 24 MONTHS, HAS BIDDER FILED A BANKRUPTCY ACTION, FILED FOR REORGANIZATION, MADE A GENERAL ASSIGNMENT OF ASSETS FOR THE BENEFIT OF CREDITORS, OR HAD AN ACTION FOR INSOLVENCY INSTITUTED AGAINST IT?

☐ YES ☐ NO. IF "YES," SUPPLY FILING DATES, JURISDICTIONS, TYPE OF ACTION, ULTIMATE RESOLUTION, AND DATES OF JUDGMENT OR DISMISSAL, IF APPLICABLE.

(USE SEPARATE SHEET IF ADDITIONAL SPACE NEEDED)

I.8 WITHIN THE PAST 24 MONTHS, HAS BIDDER HAD ANY LAWSUITS FILED AGAINST IT BY CREDITORS?

☐ YES ☐ NO. IF "YES," INDICATE DATES AND ULTIMATE RESOLUTION OF SUIT (WITH REGARD TO JUDGMENTS, INCLUDE JURISDICTION AND DATE OF FINAL JUDGMENT OR DISMISSAL).

(USE SEPARATE SHEET IF ADDITIONAL SPACE NEEDED)

I.9 BIDDERS MUST PROVIDE THREE (3) REFERENCES FROM FIRMS OR CUSTOMERS WITH WHOM THEY HAVE PROVIDED GOODS AND/OR SERVICES WITHIN THE PAST TWENTY-FOUR (24) MONTHS THAT ARE EQUIVALENT IN TYPE, VOLUME, AND VALUE TO THE TERMS CONTEMPLATED IN THIS ITB:

REFERENCE #1:

FIRM NAME:

ADDRESS:

PROJECT NAME:

CONTACT PERSON:

POSITION TITLE:

TELEPHONE NUMBER:

REFERENCE #2:

FIRM NAME:

ADDRESS:

PROJECT NAME:

CONTACT PERSON:

POSITION TITLE:

TELEPHONE NUMBER:

REFERENCE #3

FIRM NAME:

ADDRESS:

PROJECT NAME:

CONTACT PERSON:

POSITION TITLE:

TELEPHONE NUMBER:

APPENDIX I - RESIDENCY INFORMATION

(BIDDER MUST COMPLETE AND RETURN WITH BID)

ORS 279A.120 provides that in determining the lowest responsible Bidder, a contracting agency shall, for the purpose of awarding the contract, "...add a percent increase on the bid of a nonresident bidder equal to the percent, if any, of the preference given to that bidder in the state in which the bidder resides."

"Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid/proposal, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder". (ORS 279A.120(1)(b))

"Non-resident bidder" means a bidder who is not a "resident bidder" as defined above. (ORS 279A.120(1)(a))

a. Check one: Bidder is a () resident bidder () non-resident bidder.

b. If a resident bidder, enter your Oregon business address:

c. If a non-resident bidder, enter state of residency: _____

d. If a non-resident bidder, do you or your firm receive, or are you or your firm eligible for, any preference in award of contracts with your state's government or with other governmental bodies in your state?

Check one: () Yes () No

If yes: state the preference percentage: _____ %

If yes, but not a percentage of bid/proposal price, describe the preference:

If yes, state the law or regulation that allows the preference described (legal citation):

Signature of Authorized Representative

Typed or Printed Name of Authorized Representative

Title

APPENDIX II - CERTIFICATION OF COMPLIANCE WITH DISCRIMINATION LAWS
(BIDDER MUST COMPLETE AND RETURN WITH BID)

By my signature in Section V-A of this ITB, I, hereby represent, warrant and certify under penalty of perjury:

That I am authorized to act on behalf of Contractor and that to the best of my knowledge, Contractor has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts, and that Contractor is not in violation of any discrimination laws.

APPENDIX III - CERTIFICATION OF COMPLIANCE WITH TAX LAWS
(BIDDER MUST COMPLETE AND RETURN WITH BID)

By my signature in Section V-A of this ITB, I, hereby represent, warrant and certify 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" means those programs listed in ORS 305.380(4) which is incorporated herein by this reference. Examples include the state inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Lane Transit District Self-Employment Tax, Lane Transit District Employer Payroll Tax, Tri-County Metropolitan Transit District of Oregon ("Tri-Met") Employer Payroll Tax, and Tri-Met Self-Employment Tax).

BIDDER NAME: _____

APPENDIX IV - RECYCLED PRODUCTS CERTIFICATION
(BIDDER MUST COMPLETE AND RETURN WITH BID)

Contractor(s) shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

ORS 279A.010(1)(gg) states: "'Recycled product' means all materials, goods and supplies, not less than 50 percent of the total weight of which consists of secondary and post-consumer waste with not less than 10 percent of total weight consisting of post-consumer waste. 'Recycled product' also includes any product that could have been disposed of as a solid waste, having completed its life cycle as a consumer item, but otherwise is refurbished for reuse without substantial alteration of the product's form."

ORS 279A.010(1)(s) states: "'Post-consumer waste' means a finished material which would normally be

disposed of as solid waste, having completed its life cycle as a consumer item. 'Post-consumer waste' does not include manufacturing waste."

ORS 279A.010(1)(hh) states: "'Secondary waste materials' means fragments of products of finished products of a manufacturing process which has converted a virgin resource into a commodity of real economic value. "Secondary waste materials" includes post-consumer waste. "Secondary waste materials" does not include excess virgin resources of the manufacturing process. For paper, "secondary waste materials" does not include fibrous waste generated during the manufacturing process such as fibers recovered from waste water or trimmings of paper machine rolls, mill broke, wood slabs, chips, sawdust or other wood residue from a manufacturing process."

ORS 279A.010(1)(ff) states: "'Recycled PETE product' means post-consumer polyethylene terephthalate material."

I, the undersigned duly authorized representative of the Bidder , hereby certify that the products, if any, offered in this Bid contain the following minimum percentages:

- a) ____ % (recycled product as defined in ORS 279A.010(1)(gg))
- b) ____ % (post-consumer waste as defined in ORS 279A.010(1)(s))
- c) ____ % (secondary waste materials as defined in ORS 279A.010(1)(hh))
- d) ____ % (recycled PETE product as defined in ORS 279A.010(1)(ff))

It is the Bidder's responsibility to provide additional signed copies of the Certification of Compliance for each item which contains a different percentage of recycled materials than listed above.

Signature of Authorized Representative

Typed or Printed Name of Authorized Representative

Title

CONTINUED NEXT PAGE

APPENDIX V-A - SIGNATURE OF BIDDER'S DULY AUTHORIZED REPRESENTATIVE
(BIDDER MUST COMPLETE AND RETURN WITH BID)

THIS BID MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF THE BIDDER; ANY ALTERATIONS OR ERASURES TO THE BID MUST BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

The undersigned acknowledges, attests and certifies individually and on behalf of the Bidder that:
(1) He/she is a duly authorized representative of the Bidder, has been authorized by Bidder to make all representations, attestations, and certifications contained in this bid/proposal document and all addenda, if any, issued, and to execute this bid/proposal document on behalf of Bidder;
(2) Bidder, acting through its authorized representatives, has read and understands all bid/proposal instructions, specifications, and terms and conditions contained in this bid/proposal document (including all listed attachments and addenda, if any, issued);
(3) Bidder certifies that this bid/proposal has been arrived at independently and has been submitted without any collusion designed to limit independent bidding or competition;
(4) Bidder is bound by and will comply with all requirements, specifications, and terms and conditions contained in this bid/proposal document (including all listed attachments and addenda, if any, issued);
(5) Bidder will furnish the designated item(s) and/or service(s) in accordance with the bid/proposal specifications and requirements, and will comply in all respects with the terms of the resulting contract upon award;
(6) BIDDER WILL PROVIDE/FURNISH FEDERAL EMPLOYEE IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER WITH BID/PROPOSAL SUBMISSION.

Authorized Signature: _____

Title: _____

FEIN ID# or SSN# (required) _____

Contact Person (Type or Print): _____

Telephone Number: (____) _____ Fax Number: (____) _____

APPENDIX V (B) (to be completed by the State of Oregon)

The State of Oregon hereby awards a contract to the above Bidder for the item(s) and/or service(s) designated on the bid/proposal invitation as Item No.:

Authorized Signature: _____

Date: _____

Term of Contract: _____

Contract No. _____