



Contract No. BC090248DG

TRI-COUNTY METROPOLITAN TRANSPORTATION
DISTRICT OF OREGON

INVITATION TO BID
FOR

SUN ENTERPRISE SYSTEM ANNUAL SUPPORT

1. The Tri-County Metropolitan Transportation District of Oregon (TriMet) invites sealed bids for providing SUN Enterprise System Annual Support.
2. TriMet will receive sealed bids at 4012 SE 17th Avenue, Procurement & Contracts Department, Portland, Oregon 97202, Attention: Dion Glisan, until **2:00 pm., Pacific Time, on Friday, October 31, 2008**, at which time bids will be publicly opened and read aloud in a reserved Conference Room.
3. Bidders should register on TriMet's Vendor Registration System <https://www.ebidexchange.com/trimet/> or the State of Oregon's e-Procurement at <http://orpin.oregon.gov/open.dll/>. In the event solicitation addenda are issued **only registered Bidders** will be notified via e-mail of the availability of addenda for download. **Acknowledgement of addenda will be required.**
4. All questions should be referred to Dion Glisan, Contract Administrator at 503.962.3032, via e-mail to: glisand@trimet.org or via fax at 503.962.3042.

TRI-COUNTY METROPOLITAN
TRANSPORTATION
DISTRICT OF OREGON

BY: _____

Issue date: 9 October 2008

**INVITATION TO BID
FOR
SUN ENTERPRISE SYSTEM ANNUAL SUPPORT**

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2.1 Examination of Bid Documents (04/03)

Bidders shall examine the Invitation to Bid and associated bid documents and strictly comply with all instructions and provisions contained therein. Failure to do so shall be at the bidder's risk.

2.2 Completion of Bid Forms (04/03)

A. Bids shall be prepared without assistance from any person employed by TriMet except as stated in the Paragraph entitled "Clarification of Bidding and Contract Requirements."

B. Each bidder shall furnish all information required by these documents. Each bid shall bear the bidder's name and address, the signature of a person authorized to bind the bidder, and the title of that person. All documents must be clearly and distinctly typed or written with ink in the English language. No erasures are permitted. Mistakes must be crossed out and initialed in ink by the person signing the bid. Corrections by inter-lineation must be explained in the bid over the signature of the person signing the bid.

C. Bids shall be made only on the Bid Form(s) provided by TriMet. Bids submitted on any other form may be rejected as non-responsive. No changes shall be made in the phraseology of any bid forms, and no addition shall be made to the items contained therein. Any additions, limitations, or provisions attached to the bid may render it non-responsive and cause its rejection.

2.3 Compliance with Tax Laws (04/03)

A. Each bidder shall certify in writing, under penalty of perjury, that the bidder is, to the best of the bidder's knowledge, not in violation of any Oregon tax law imposed by ORS chapters 118, 314, 316, 317, 318, 320, 321 and 323 and sections 10 to 20, chapter 533, Oregon Laws 1981, as amended by chapter 16, Oregon Laws 1982 (first special session); the Elderly Rental Assistance Program under ORS 310.630 to 310.706; and local taxes administered by the Oregon Department of Revenue under ORS 305.620.

B. Any bidder that does not make the certification required by Subparagraph A. of this Paragraph shall be deemed to be non-responsive and, pursuant to Oregon law, TriMet shall not enter into a contract with that bidder.

2.4 Bid Price (04/03)

A. To be the lowest responsive bid, the bid must meet the requirements contained in this Invitation to Bid and have the lowest total bid price.

B. All prices on the Pricing Form shall be in U.S. dollars.

C. If required on the Pricing Form, the unit price for each item shall be shown. Prices shall include all costs associated with furnishing and/or installing the item as defined in the Payment Schedule and Contract including overhead, profit, packing, import duties, transportation and delivery charges, insurance unless otherwise furnished by TriMet, and all other costs. Unit prices must be based upon the number of units designated on the Pricing Form. Bids that attempt to modify the units upon which the unit price is based, that attempt to impose a minimum shipment, or that attempt to condition prices

bid in any other way will be rejected as non-responsive. A total shall be entered where indicated on the Pricing Form for each item. In the case of a discrepancy between the unit prices and extended amounts and/or total amount(s), for an item(s), the unit price shall be used and the Total Price recalculated accordingly. The Total Bid Price will be recalculated by TriMet based upon unit prices and shall be the basis for awarding the Contract.

D. TriMet is exempt from Federal Excise and Transportation taxes, and these taxes shall not be included in bid prices.

2.5 No Telegraphic or Facsimile Bids (04/03)

TriMet will not accept any bid transmitted by telegraph, facsimile, or other electronic means.

2.6 Clarification of Bid and Contract Requirements (04/03)

A. Bidders shall immediately notify TriMet of any ambiguity, error, or omission in the ITB and associated bid documents. A bidder desiring clarification of the meaning of any aspect of the Invitation to Bid (ITB) and associated bid documents must request the clarification in writing. If TriMet determines that a clarification is required, TriMet shall furnish the additional information to all prospective bidders in the form of an addendum to the ITB. Requests for clarification, or reports of errors or omissions, shall be submitted in writing to TriMet's Procurement and Contracts Department. Requests for clarification may be transmitted electronically.

B. Requests for clarification must be received by TriMet's Procurement and Contracts Department no fewer than seven (7) days prior to the scheduled bid opening. TriMet may decline to consider requests received fewer than seven (7) days before the scheduled bid opening.

2.7 Procurement Confidentiality (07/07)

Proposers are cautioned that until submission of their bid, they may have contact with only those District representatives, agents, or personnel designated in writing within this ITB. Discussions or communications in any capacity with Project Managers, District employees, its contractors, or members of the Board of Directors, are strictly prohibited. Any violation of this restriction may result in disqualification of the Proposer from further participation in this procurement and from award of any contract or subcontract under this solicitation.

2.8 Revisions to the Invitation to Bid (04/03)

A. TriMet reserves the right to amend the Invitation to Bid (ITB) up to the time set for opening the bids. Solicitation addenda shall be electronically posted to TriMet's Vendor Registration System, which can be accessed at www.trimet.org. Addenda shall be made available to all prospective bidders. If addenda are required, the date set for opening bids may be postponed by TriMet to enable bidders to revise their bids. In any event, bid opening shall be at least five (5) days after the posting of the last addendum. If the bid opening is postponed, TriMet will announce the new date for opening bids in an addendum.

B. A Bidder may request a change in the ITB by submitting a request to the Procurement and Contracts Department. The request shall specify the provision of the ITB in question, and contain an explanation for the requested change. If the requested change is to the Technical Specifications and/or Scope of Services, the request must be submitted no less than seven (7) business days prior to the date set for receipt of proposals. TriMet may not consider requests received within seven (7)

business days of the date set for the opening of bids.

C. TriMet shall evaluate any request submitted, but reserves the right to determine whether to accept the requested change.

D. Firms shall not rely on verbal or written representations regarding this ITB unless issued in writing by the Procurement Department.

2.9 Submission of Bids (04/03)

Bidders shall deliver bids only to TriMet's Procurement and Contracts Department, at or before the time specified in this Invitation to Bid. No bids shall be accepted by TriMet after the time specified. TriMet shall not be liable for delays in delivery of bids to the Procurement and Contracts Department due to handling by the U.S. Postal Service, any other type of delivery service or TriMet's internal mail distribution system. TriMet shall keep bids unopened until the time fixed for the bid opening. TriMet reserves the right to postpone the bid opening for its own convenience.

2.10 Marking of Bid (04/03)

Each bid shall be sealed in a suitable envelope that prominently bears the following information in capital letters on the front and back:

A. The words "TRIMET - BID FOR: " followed by the name of the solicitation;

B. The solicitation number **BC090248DG**;

C. Bidder's full and correct name; and

D. Bidder's address.

2.11 Modification of Bid (04/03)

A bidder may modify its bid in writing prior to the time scheduled for opening bids. The modification shall conform in all respects to the requirements for submission and marking of bids. Modifications shall be clearly delineated as such on the face of the document to prevent confusion with the original bid. If multiple modifications are submitted, they must be sequentially numbered so the TriMet can accurately determine the final content and price of the bid. The writing shall identify the specific bid element being modified, the exact nature of the modification, the revised price, if any, for the modified element, and the resulting modified total bid price. No telegraphic, facsimile, or other electronically transmitted modifications are permitted.

2.12 Withdrawal of Bid (04/03)

A bidder may withdraw its bid only by a written and signed request that is received by TriMet's Procurement and Contracts Department prior to the time that the first bid is opened. Following withdrawal of its bid, the bidder may submit a new bid, provided that it is received prior to the designated time for bid opening. The bidder agrees that after the first bid is opened, its bid constitutes a valid, firm and binding offer that shall not be withdrawn sooner than sixty (60) days after bid opening.

2.13 Administrative Remedies (09/06)

A bidder or offeror may seek administrative remedies under Bid/Proposal Protest Procedures of TriMet's Contracting Procedures. Copies of TriMet's Bid/Protest Procedures are available upon request from TriMet's Procurement and Contracts Department, 4012 SE 17th Avenue, Portland, Oregon 97202. In accordance with FTA Circular 4220.1E, the FTA will only entertain a protest that alleges that TriMet failed to have or adhere to its protest procedures.

2.14 Investigation (04/03)

TriMet may investigate issues of responsibility, responsiveness, cost, and price, as necessary, prior to awarding a contract. A bidder's failure to supply information promptly upon request by TriMet pursuant to such an investigation shall be grounds for disqualification and rejection of its bid. If all or part of the information requested by TriMet is of a confidential nature, the bidder may request, in writing, that the designated information be deemed "trade secrets" pursuant to ORS 192.501 through 192.505 [ORS 279.037].

2.15 Bid Rejection (03/05)

TriMet may reject a bid for any of the following reasons:

- A. If the bid is not in substantial compliance with all prescribed public bidding procedures and requirements;
- B. If the bid is conditioned in whole or in part upon the addition, revision, or deletion of any requirement or provision in any part of the Invitation to Bid (ITB);
- C. If the bid is based upon any substitution that has not been approved by TriMet;
- D. If in TriMet's estimation, the bidder does not have adequate financial, material, equipment, facilities, personnel resources, or expertise, or the ability to obtain the resources and expertise, necessary to indicate the capability of the prospective bidder to meet all contractual responsibilities;
- E. If the bidder does not have a satisfactory record of performance;
- F. If the bidder does not have a satisfactory record of integrity;
- G. If the bidder is not qualified legally to contract with TriMet;
- H. If the bidder has been disqualified by TriMet under ORS 279B.130;
- I. If the bidder has not supplied all necessary information in connection with the inquiry concerning responsibility. If a prospective bidder fails to promptly supply information requested by TriMet concerning responsibility, TriMet shall base its responsibility determination upon any available information, or may find the prospective bidder not to be responsible; or
- J. For good cause upon a finding by TriMet that it is in the public interest to reject the bid or all bids.

2.16 Procedure When Only One Responsive Bid is Received (04/03)

If TriMet receives only one responsive bid, TriMet reserves the right to negotiate a contract with the sole responsive bidder. As a condition of TriMet's entering into negotiations with the bidder, and as a matter of continuing responsiveness to the ITB, the bidder shall submit detailed cost and price data to TriMet, and shall allow TriMet to verify the data. If the bidder certifies in writing that the cost and price data is confidential and privileged, TriMet will not disclose it to any third party except pursuant to a lawful order of a court of competent jurisdiction, or pursuant to the requirements of ORS Chapter 192, Oregon's Public Records law. TriMet will use the cost and price data to determine whether the bid price is fair and reasonable. TriMet will not award the contract to the bidder if TriMet determines that the bid price is not fair and reasonable, unless TriMet and the bidder negotiate a price that is fair and reasonable.

2.17 Equal Bids (04/03)

If two or more responsible bidders submit responsive bids with identical low Total Bid Prices, TriMet will select the successful bidder publicly using a random selection process.

2.18 Award of Contract (04/03)

A. Unless all bids are rejected or this procurement is canceled, the contract shall be awarded to the lowest responsive and responsible bidder. TriMet may:

- (1) Hold the bids and accompanying checks or bonds under consideration for a reasonable time until the final award is made;
- (2) Conduct a pre-award survey of any bidder; or
- (3) Waive any minor informality or irregularity in a bid.

B. Within ten (10) days after TriMet notifies the successful bidder that TriMet has awarded the contract to the bidder, the successful bidder shall deliver to TriMet all required documents, including, but not limited to, the signed contract (in duplicate), any required bonds, and any required insurance certificates. The contract with the successful bidder shall not be effective until it has been signed by both Contractor and TriMet.

C. Failure to comply with item B above may result in cancellation of the Notice of Award and forfeiture of Bid Bond.

D. The Contract to be awarded by TriMet to the successful bidder shall be based upon TriMet's Invitation to Bid (ITB) and the bid submitted by the successful bidder. No negotiations shall be permitted, except as provided in this ITB. A sample of the Contract form that the successful bidder shall be required to sign is included in the Bid document. The successful bidder shall not make any additions to, deletions from, or changes in the required contract form, except that the successful bidder shall complete the appropriate blanks in the form and shall sign the form.

2.19 Registration and Representative in Oregon (04/03)

A. Prior to commencing performance of the contract, the successful bidder shall register to do business in Oregon, if such registration is required under Oregon law.

B. Within ten (10) days after TriMet notifies the successful bidder that TriMet has awarded the contract to the bidder, the successful bidder shall notify TriMet in writing of the name and address of its agent in Oregon who is authorized to accept all legal process on behalf of the successful bidder. The successful bidder shall not change that authorized agent without prior written notice to TriMet.

2.20 Board Approval (04/03)

Approval by TriMet's Board of Directors is required at the following thresholds:

A. \$150,000 for Personal Services Contracts

B. \$250,000 for goods and ordinary services contracts when the contract has been solicited by other means than a formal Invitation for Bid process.

C. \$500,000 for goods and ordinary services contracts when the contract has been solicited by a formal Invitation for Bid process.

D. Revenue contracts are approved or delegated for approval by TriMet's General Manager.

2.21 Cancellation (04/03)

TriMet reserves the right to cancel the solicitation or award of this Contract at any time before execution of the Contract by both parties if cancellation is deemed to be in TriMet's best interest. In no event shall TriMet have any liability for the cancellation of the solicitation or failure to award a contract. The bidder assumes the sole risk and responsibility for all expenses connected with the preparation of its bid.

END OF SECTION 2 - BID REQUIREMENTS

EXHIBIT A

****SAMPLE ONLY -- DO NOT INCLUDE WITH BID****

Contract No. BC090248DG

**TRI-COUNTY METROPOLITAN TRANSPORTATION
DISTRICT OF OREGON**

**GOODS AND SERVICES CONTRACT
FOR
SUN ENTERPRISE SYSTEM ANNUAL SUPPORT**

THIS CONTRACT, made and entered into as of the ____ day of _____, 2006, is by and between Tri-County Metropolitan Transportation District of Oregon ("TriMet"), and ("Contractor").

WHEREAS, TriMet requires goods and services that Contractor is capable of providing, under terms and conditions set forth in this contract; and

WHEREAS, TriMet has determined that Contractor submitted the lowest responsive and responsible bid for those goods and services;

NOW, THEREFORE, in consideration of the mutual promises and the terms and conditions set forth in this contract, the parties agree as follows:

Term

Unless terminated sooner under the provisions of this Contract, the term of this Contract shall be from November 6, 2008 through November 5, 2009, with TriMet's unilateral option to extend for four (4) additional option years for a total of five (5) years.

Compensation

Total contract compensation shall not exceed \$_____ during the base term.

Contract Provisions

Every provision of the documents listed below is incorporated in this contract by this reference. Any conflict between or among any of the documents listed below shall be resolved in favor of the document that has the lower number.

1. Written contract modifications executed by the parties after contract execution;
2. This contract form;
3. Addenda issued prior to bid opening;

4. The Special Conditions set forth in TriMet's Invitation to Bid for this contract;
5. The General Conditions set forth in TriMet's Invitation to Bid for this contract;
6. The Bid Requirements set forth in TriMet's Invitation to Bid for this contract;
7. The Scope of Services and Technical Specifications set forth in TriMet's Invitation to Bid for this contract; and
8. Contractor's Bid for this contract.

Integration

This contract contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements.

CONTRACTOR

TRI-COUNTY METROPOLITAN
TRANSPORTATION DISTRICT
OF OREGON

BY: _____
(Signature)

BY: _____
(Signature)

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

APPROVED AS TO FORM:

Dion Glisan
Contract Administrator

Telephone: _____

Contractor's Federal I.D. No.
or Social Security No.

SECTION 3 - GENERAL CONDITIONS

3.1 Contractor's Status and General Responsibilities (06/03)

A. Contractor is an independent Contractor for all purposes and is entitled to no compensation from TriMet other than that provided by this contract. Contractor shall inform TriMet of Contractor's Federal Internal Revenue Service Employer Identification Number, or, if Contractor is an individual with no employer identification number, Contractor's Social Security Number. The Contractor and its officers, employees, and agents are not officers, employees or agents of TriMet as those terms are used in ORS 30.265. The Contractor, its employees or officers shall not hold themselves out either explicitly or implicitly as officers, employees or agents of TriMet for any purpose whatsoever, nor are they authorized to do so.

B. Contractor shall provide and pay for all labor, materials, equipment, utilities, and other goods or services necessary for full contract performance unless this contract specifically provides otherwise. Contractor shall supervise and direct contract performance using its best skill, and shall be responsible for selecting the means of contract performance. If, during or after the term of this contract, Contractor learns of any actual or potential defect in the goods provided under this contract, of any problem associated with the results of contract performance, or of any nonconformance with a provision of this contract or of Federal, state, or local law, Contractor shall inform TriMet immediately in writing with a full description of the defect, problem, or nonconformance.

3.2 Notices and Communications (06/03)

A. All notices and other communications concerning this contract shall be written in English and shall bear the contract number assigned by TriMet. Notices and other communications may be delivered personally, by telegram, facsimile, or by regular, certified or registered mail.

B. A notice to TriMet will be effective only if it is delivered to that person designated in writing in either a) the Notice of Award of this contract, (b) the Notice to Proceed under this contract, or c) to another individual specifically designated by this contract. A notice to the Contractor shall be effective if it is delivered to the individual who signed this contract on behalf of Contractor at the address shown with that signature, to a corporate officer if Contractor is a corporation, to a general partner if Contractor is a partnership, or to another individual designated in writing by the Contractor in the contract or in a written notice to TriMet.

3.3 Assignment and Subcontracting (06/03)

Contractor shall not assign any of its rights or subcontract any of its responsibilities under this contract without the prior written consent of TriMet. Contractor shall include in each subcontract any provisions necessary to make all of the provisions of this contract fully effective. Contractor shall provide all necessary plans, specifications, and instructions to its suppliers and subcontractors to enable them to properly perform their work.

3.4 Indemnification (06/03)

A. To the fullest extent permitted by law, Contractor agrees to fully indemnify, hold harmless and defend TriMet, its directors, officers, and employees from and against all claims, damages, losses, attorney fees and expenses incidental to the investigation and defense thereof, based upon or arising out of or incidental to damages or injuries to persons or property,

caused by the fault or negligence in whole or in part of contractor, its agents, contractors, sub-contractors, or employees from the performance of the work.

B. This indemnity shall survive the termination of this Contract or final payment hereunder. This indemnity is in addition to any other rights or remedies which TriMet and the other parties to be indemnified may have under the law or under this Contract. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, TriMet may in its sole discretion reserve, retain or apply any monies due to the Contractor under the contract for the purpose of resolving such claims; provided, however, that TriMet may release such funds if the Contractor provides TriMet with adequate assurance of the protection of TriMet's interests. TriMet shall be the sole judge of whether such assurances are adequate.

3.5 Prompt Payment (06/03)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the prime contractor receives from TriMet. The prime contractor agrees further to return retainage payments to each subcontractor within 10 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of TriMet.

3.6 Compliance with Laws and Regulations (03/05)

Contractor shall adhere to all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Contract. The Contractor shall comply with the clauses required in every public contract entered into in the State of Oregon as set forth in ORS 279B.220, 279B.230, 279B.235, 279B.320, 279C.505, and 279C.515 which are hereby incorporated by reference.

Contractor acknowledges that the Oregon Government Standards and Practices laws ("Ethics Laws"), as set forth in ORS 244.010 et seq. are applicable to contractors when performing certain work on behalf of TriMet under contract and that the individual employees and agents of Contractor may be treated as public officials under ORS 244.020 (15). Contractor agrees to determine whether and under what circumstances it or its agents are subject to the Ethics Laws, as referenced herein and incorporated by reference, and shall comply and ensure compliance by those subject to Contractor's control when performing work under this Contract.

3.7 Liens Prohibited (06/03)

Contractor shall not permit any lien or claim to be filed or prosecuted against TriMet, its property or its right-of-way on account of any labor or material furnished or any other reason for work arising out of this Contract. If any lien shall be filed, Contractor shall satisfy and discharge or cause such lien to be satisfied and discharged immediately at Contractor's sole expense

3.8 Safety (06/03)

Notwithstanding any safety provisions elsewhere in this contract, and in addition to Contractor's own safety procedures, Contractor shall implement and enforce all safety requirements that are standard in the industry and/or that are required by TriMet's Safety Department.

3.9 Prohibited Interests (10/04)

A. No TriMet Board member, officer, employee or agent (or any member of the immediate family or the partner of any of the aforementioned) shall have any direct or indirect interest in this contract or its proceeds during, or within one year after, that person's tenure with TriMet, except to the extent such interest is permitted and disclosed as may be required under applicable law and TriMet policy.

B. No TriMet Board member, officer, employee, or agent (or any member of the immediate family or the partner of any of the aforementioned) shall solicit or accept, and Contractor shall not offer or give to any TriMet Board member, officer, employee or agent (or any member of the immediate family or the partner of any of the aforementioned), any gratuities, favors, or anything of monetary value, in connection with the administration of this Contract, except to the extent permitted by applicable law and TriMet policy.

C. No member of, or delegate to, the Congress of the United States shall be admitted to a share or part of this contract or to any benefit arising therefrom.

3.10 Integration, Modification, and Administrative Changes (06/03)

This contract includes the entire agreement of the parties and supersedes any prior discussions or agreements regarding the same subject. This contract may be modified in writing by a modification that has been signed by individuals authorized to bind each of the parties contractually. TriMet reserves the right to make administrative changes to the contract unilaterally. An administrative change means a written contract change that does not affect the substantive rights of the parties.

3.11 Severability/Survivability (06/03)

If any of the provisions contained in this Agreement are held by a court of law or arbitrator to be illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired, and the parties shall negotiate an equitable adjustment of this contract so that the purposes of this contract are affected. All provisions concerning indemnity survive the termination or expiration of this contract for any cause.

3.12 Waiver and Nonwaiver (06/03)

A. A waiver by one party of a right to a remedy for breach of this contract by the other party shall not be deemed to waive the right to a remedy for a subsequent breach by the other party. TriMet's acceptance of goods or services, or payment under this contract, shall not preclude TriMet from recovering against Contractor or Contractor's surety for damages due to Contractor's failure to comply with this contract.

B. Both parties having had the opportunity to consult an attorney regarding the provisions of this contract, the parties agree to waive the principle of contract interpretation that an ambiguity will be construed against the party that drafted the ambiguous provision.

3.13 Termination for Default (08/05)

A. TriMet may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension; (ii) Make progress, so as to endanger performance of this contract; or (iii) Perform any of the other provisions of this contract.

B. TriMet's right to terminate this contract under subdivisions (A)(ii) and (iii) of this clause may only be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contract Administrator) after receipt of the notice from the Contract Administrator specifying the failure.

C. If TriMet terminates this contract in whole or in part under the default provisions, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to TriMet for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

D. Contractor shall be paid the contract price only for completed supplies or services delivered and accepted. If it is later determined by TriMet that Contractor had an excusable reason for not performing, such as a strike, fire, flood, or other event that is not the fault of, or is beyond the control of, Contractor, TriMet may allow Contractor to continue work, or may treat the termination as a termination for convenience.

E. The rights and remedies of TriMet in this Article are in addition to any other rights and remedies provided by law or under this Contract.

3.14 Termination for Convenience (06/03)

TriMet may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in TriMet's best interest. The Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. TriMet will not be responsible for payment for any work performed after the time of termination. After termination, the Contractor shall promptly submit to TriMet its termination claim for payment. If the Contractor has any property in its possession belonging to TriMet, the Contractor will account for the same, and return it to TriMet in the manner that TriMet directs.

3.15 Intellectual Property (06/03)

Contractor shall hold harmless, defend and indemnify TriMet, its directors, officers, employees and agents from any loss of any kind, based on a claim that the work performed, or products provided hereunder, including material(s) or any part thereof, constitutes infringement of any patent, trademark, trade-name, copyright, trade secret, or other intellectual property infringement, including but not limited to claims arising out of the manufacture, sale or use of such work, products or materials. Such indemnification shall include all damages and costs incurred by TriMet as the result of the claim, including attorney fees and expert witness fees.

3.16 Acceptance, Rejection, and Revocation of Acceptance (06/03)

If this contract is for the supply of goods or equipment, then TriMet shall be deemed to have accepted goods only after the goods have been delivered by Contractor, and TriMet has had a reasonable

opportunity after delivery to inspect the goods. Prior to acceptance, TriMet may reject any goods that fail to conform to the requirements of this contract. TriMet may revoke its acceptance of goods that fail to conform to this contract if the failure to conform was not reasonably discoverable by ordinary pre-acceptance inspection or evaluation. Acceptance may be revoked under this Paragraph even if TriMet has started using the goods before discovering that they do not conform to the contract. Upon request by TriMet, Contractor shall replace or repair to TriMet's satisfaction any goods that have been rejected by TriMet or the acceptance of which has been revoked by TriMet under this Paragraph. Failure to replace or repair those goods within a reasonable time after TriMet's request shall be a material breach of this contract.

3.17 Inspection of Supplies/Services (06/03)

A. TriMet has the right to inspect and test all supplies/services called for under the contract, to the extent practicable, at all times and places during the term of the contract. TriMet shall perform inspections and tests in a manner that will not unduly delay the work.

B. If any of the supplies or services do not conform with contract requirements, TriMet may require the Contractor to replace the supplies or perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in supplies or services cannot be corrected by re-performance, TriMet may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the supplies/services performed.

C. If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, TriMet may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by TriMet or (2) terminate the contract for default.

3.18 Title and Risk of Loss (06/03)

If this contract is for the supply of goods, Contractor shall bear the risk of loss until the goods have been delivered to the site designated by TriMet and an authorized TriMet employee or agent has taken possession of them. Title to goods shall pass to TriMet upon TriMet's payment for those goods. If this contract is for the rental or lease of Contractor's goods, the Contractor shall bear the risk of loss to Contractor's goods. Contractor agrees to carry insurance to cover any such losses. Title to the Contractor's goods shall remain with Contractor while goods are in TriMet's possession. If this contract is for the repair or servicing of TriMet owned goods, Contractor shall bear the risk of loss until the goods have been delivered to the site designated by TriMet and an authorized TriMet employee or agent has taken possession of them. Title to TriMet owned goods shall remain with TriMet while goods are in Contractor's possession. Contractor agrees to carry insurance to cover any losses/damages to TriMet's goods while in Contractor's possession.

3.19 Work Product (06/03)

All work product of Contractor that results from this Agreement (the "Work Product") is the exclusive property of TriMet. Work Product shall include but not be limited to all data, information in any form, documents, research, analysis and other any work subject to intellectual property laws and doctrines. TriMet and Contractor intend that such Work Product be deemed "work for hire" of which TriMet shall be deemed the author. If for any reason the Work Product is not deemed "work for hire," Contractor hereby irrevocably assigns to TriMet all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal

intellectual property law or doctrine. Contractor shall execute such further documents and instruments as TriMet may reasonably request in order to fully document such vested rights in TriMet. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC Section 106A or any other rights of identification or authorship or rights of approval, restriction or limitation on use or subsequent modifications.

3.20 Paragraph Headings and Other Titles (06/03)

The parties agree that paragraph headings and other titles used in this Contract are for convenience only, and are not to be used to interpret this Contract.

3.21 Audit and Inspection of Records (06/03)

A. Contractor shall maintain a complete set of records relating to this Contract in accordance with generally accepted accounting procedures. Contractor shall permit the authorized representatives of TriMet, the U.S. Department of Transportation, the Oregon Secretary of State and the Comptroller General of the United States to inspect and audit all work, materials, payrolls, books, accounts, and other data and records of Contractor relating to its performance under this contract until the expiration of three (3) years after final payment under this contract.

B. Contractor further agrees to include in all of its subcontracts under this Contract a provision to the effect that the subcontractor agrees that TriMet, the U.S. Department of Transportation, and the Comptroller General of the United States, or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and other records of the subcontractor. The term "subcontract" as used in this Section excludes (1) purchase orders not exceeding \$10,000.00 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

C. The periods of access and examination described in subparagraphs A and B of this Section for records that relate to (1) disputes between TriMet and Contractor, (2) litigation or settlement of claims arising out of the performance of this Contract, or (3) costs and expenses of this Contract as to which exception has been taken by the Comptroller General or any of his or her duly authorized representatives, shall continue until all disputes, claims, litigation, appeals, and exceptions have been resolved.

3.22 Mediation (03/07)

Should any dispute arise between the parties concerning this agreement, which is not resolved by mutual agreement, it is agreed that it will be submitted to mediated negotiation prior to any party commencing litigation. In such an event, the parties to this agreement agree to participate in good faith in a non-binding mediation process. The mediation shall take place in Portland, Oregon. The mediator shall be selected by mutual agreement of the parties, but in the absence of such agreement each party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. The mediator's fees and costs shall be borne equally by the parties.

3.23 Applicable Law and Jurisdiction (06/03)

This contract shall be governed by Oregon law without resort to any jurisdiction's conflicts of law principles, rules or doctrines. Any suit or action arising from this contract shall be commenced and

prosecuted in the courts of Multnomah County, Oregon or the U.S. District Court for the District of Oregon, in Portland, Oregon, as applicable. The parties agree to submit to the jurisdiction and venue of these courts.

3.24 Nondiscrimination (12/07)

During the term of this contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, sexual orientation, disability or national origin.

3.25 Intergovernmental Cooperative Agreement (04/05)

Pursuant to ORS 279A and TriMet contracting rules, other public agencies shall have the ability to purchase the awarded goods and services from the awarded Contractor(s) under terms and conditions of the resultant contract.

Any such purchases shall be between the Contractor and the participating public agency and shall not impact the Contractor's obligation to TriMet. Any estimated purchase volumes listed herein do not include other public agencies and TriMet makes no guarantee as to their participation.

Any bidder, by written notification included with their solicitation response, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies.

3.26 TriMet Facility Security (07/05)

A. TriMet policy is that all persons inside the perimeter of TriMet buildings and yards must display TriMet-issued badges upon their person. Contractor employees who are required to access TriMet buildings or yards to perform the requirements of this contract shall comply with this requirement. If such access shall be occasional and during regular business hours, badges shall be "Visitor Pass" type, for which Contractor's employees shall sign-in, show picture ID, and sign-out for according to reception procedures in effect at the respective TriMet building/yard, each instance when access is required. If Contractor's employees shall need access frequently over an extended period, and/or consistently at times other than regular business hours, badges shall be "Contractor Badge" type, which TriMet's project manager shall obtain for Contractor's employees. Contractor shall coordinate TriMet-issued badge requirements with TriMet's project manager within 10 days of contract award. Contractor is responsible for compliance by each of Contractor's employees with all TriMet facility security access control procedures. Contractor is responsible for the return of all "Contractor Badges" at the time of contract expiration or termination. Contractor Badges are initially provided at no charge; however, any badges not returned as required will result in a \$100 per badge charge to Contractor. This charge will be deducted from the final payment invoice.

B. Contractor Badges are for identification and building/yard access only. If Contractor employees are required to ride transit as part of the contractual requirements, TriMet's project manager will obtain tickets or passes for this purpose.

C. Contractors that require vehicular access to TriMet operations facilities shall comply with vehicle access control procedures in effect at the site. Any vehicular access to a TriMet operations facility by a non-TriMet vehicle is by permission only, and via designated gates and roadways only. Contractor's vehicle drivers shall comply with site-specific vehicle access control procedures, including the Visitor Pass procedure (described in paragraph A of this section) or display of TriMet-issued Contractor Badges, for all vehicle occupants.

D. All Contractor employees not displaying a TriMet-issued Visitor Pass or Contractor Badge while inside a TriMet building or yard may be required to display photo identification while on TriMet premises, upon request by any TriMet employee, and/or required to immediately obtain a Visitor Pass. Non-compliance by Contractor employees with these requirements may result in forcible removal of Contractor employees from TriMet buildings/yards and/or arrest for trespass.

E. Before TriMet grants Contractor employees access to TriMet property under this Agreement or at any time thereafter, in accordance with applicable laws and TriMet requirements, TriMet reserves the right to: (1) conduct or obtain, or require Contractor to conduct or obtain background checks on Contractor's employees; (2) have Contractor require its subcontractors to conduct or obtain background checks on their respective employees; and (3) require Contractor to provide written certification and documentation as determined by TriMet evidencing compliance with these requirements.

F. Performance of this contract may require access to Sensitive Security Information (SSI) that is controlled under 49 CFR 1520. Only persons who have a "need to know" as defined in 49 CFR § 15.11 may access SSI. In addition, persons in possession of SSI have duties as described in 49 CFR § 15.9, including:

- take reasonable steps to safeguard SSI in that person's possession or control from unauthorized disclosure;
- secure SSI, such as in a locked desk or file cabinet or in a locked room;
- only disclose, or provide access to SSI, to persons who have a "need to know";
- report any unauthorized disclosure of SSI to a proper government agency, at the time of becoming aware of such improper disclosure;
- refer requests by other persons for SSI, to a proper government agency;
- mark SSI, as specified in 49 CFR § 15.13; this includes taking steps to properly mark SSI upon receipt of it, if it was not properly so marked when received, and informing the sender of SSI marking responsibilities;
- when disposing of SSI, do so as specified in 49 CFR § 15.19.

END OF SECTION 3 - GENERAL CONDITIONS

SECTION 4A - SPECIAL BID CONDITIONS

4A.1 Single Award

One award is anticipated under this solicitation. Multiple contract awards shall not be made.

4A.2 Materially Unbalanced Bids

TriMet reserves the right to reject bids that are materially unbalanced, i.e., that contain unreasonably high unit prices for some items and/or unreasonably low prices for other items.

4A.3 Inclusion of Option Pricing in Evaluation of Bids

TriMet shall evaluate bids for award purposes by including the total price for the basic requirement together with any option pricing; i.e., option year pricing will be included in the evaluation for award purposes. Optional items shall not necessarily be purchased under this solicitation.

4A.4 Detailed Description of Supplies/Services

Bidders are cautioned that the item descriptions on the Bid Form are not intended as complete descriptions of the required supplies or services to be purchased under this solicitation. Each bidder must consult the Specification or Statement of Work sections of the solicitation document for complete descriptions of the required supplies or services.

4A.5 Inclusion of Costs

The line item proposal prices must include any and all incidental expenses or other incidental costs, including any and all warehousing, shipping, freight, delivery, pick-up, disposal, financing or carrying charges, and all other charges to accommodate the delivery of the goods and services requested herein. All goods shall be shipped FOB destination.

4A.6 Record of Integrity Disclosure

Within five (5) calendar days from the date the bidder is notified that it is the apparent low bidder, the apparent low bidder shall complete and submit the Record of Disclosure Form contained in this section as Exhibit "4A-A". The apparent low bidder shall: a) Disclose any pending or final litigation and violations of environmental, health, safety or other laws that are relevant to the bidder's responsibility; and b) require major subcontractors utilized substantially by the bidder to make the same disclosures. The evaluation of a bidder's responsibility shall take into consideration: the seriousness of the violations; the dates of the violations; the repetitiousness and/or multiplicity of the violations; the criminal or civil status of the violations; the existence of mitigating circumstances; the corrective actions taken; other relevant information; and the impact or effect of all considerations on the bidder's ability to perform the proposed contract. Failure to complete and submit the Record of Disclosure Form may result in rejection of the bid in accordance with Section 2, paragraph 2.14, entitled Bid Rejection."

4A.7 Brand Name or Approved Equal

Bidder shall meet TriMet's requirements and specifications. Bidder is not required to provide any particular brand. Where TriMet has listed a brand name, it has done so to inform Bidder that TriMet has determined that the listed brand will meet TriMet's requirements and specifications. TriMet will

determine, in its sole discretion, whether a product provided by Bidder meets TriMet's requirements and specifications or is equal to a listed brand.

4A.8 Substitutions

A. Prior to bid opening, written requests for substitutions of materials, products, or manufacturers, whether specified by reference standards, name, or the words "or approved equal", may be submitted to TriMet. TriMet will consider any properly submitted requests. If TriMet approves the proposed substitution, the approval shall be set forth in an addendum. Bidders shall not rely upon approvals made in any other manner.

B. Bidders shall notify TriMet of any inappropriate brand name, component, or equipment that may be called for in the Invitation to Bid, and shall propose a suitable substitute for consideration by TriMet.

C. Requests for substitutions shall be submitted to TriMet's Procurement & Contracts Department, attn: Dion Glisan, 4012 SE 17th Avenue, Portland, Oregon 97202, Bidders must use the TriMet Contract Number on all correspondence.

D. The request for substitution must be received by TriMet's Procurement Department not less than seven (7) days before the date of the scheduled bid opening. TriMet may decline to consider requests that are not received in accordance with the applicable time limitation.

E. Bidder must submit all applicable product and warranty information from the manufacturer, and information regarding similar projects on which the product was used, including dates of installation.

END OF SECTION 4A SPECIAL BID CONDITIONS

EXHIBIT B

Record of Integrity Disclosure Form

(To be submitted within five (5) calendar days from the date bidder is notified that it is the apparent low bidder)

TriMet Board Resolution 00-10-90 requires that bidders provide the following information prior to contract award. Additionally, the apparent low bidder must require that their major subcontractors provide the same information and must also submit that information to TriMet prior to contract award.

The apparent low bidder bidder/major subcontractor shall disclose on an attachment, any pending or final litigation or violations of environmental, health, safety or other laws that are relevant to the bidder's responsibility. For each litigation or violation, identify:

- 1) Its seriousness
- 2) The date(s) of the violations(s)
- 3) Whether it is a repeat violation
- 4) Its civil or criminal status
- 5) Existence of mitigating circumstances
- 6) Corrective actions taken
- 7) Other relevant information
- 8) Impact or effect on the contractor's/subcontractor's ability to perform under the proposed contract.

- ☐ The attached material represents my firm's Record of Integrity disclosure as outlined above.
- ☐ My firm has no violations or litigation as outlined above.

Date: _____

Signature: _____

Name: _____

Title: _____

SECTION 4B - SPECIAL CONTRACT CONDITIONS

4B.1 Contract Term

Unless terminated sooner under the provisions of this Contract, the term of this Contract shall be from November 1, 2008 through October 31, 2009, with TriMet's unilateral option to extend for two (2) additional option years for a total of three (3) years.

4B.2 Type of Contract

A. This is a non-exclusive requirements contract for the supplies or services specified. The quantities of supplies and services specified are estimates only and are not purchased by this contract. TriMet may order more or fewer than the estimated amount, at its discretion.

B. Delivery or performance shall be made only as authorized by TriMet's Project Manager.

C. Except for any limitations on quantities which may be specified elsewhere in this contract, there is no limit on the number of requests for service that may be issued.

D. Any request issued during the effective period of this contract and not completed within that period must be completed by the contractor within the time specified in the request. If no time is specified, the contractor must complete the request within a reasonable time. This contract shall govern Contractor's and TriMet's rights and obligations with respect to outstanding orders to the same extent as if the order were completed during the contract's effective period.

E. Except as this contract may otherwise provide, quantity variance between "estimated" and actual orders placed shall not constitute the basis for an equitable price adjustment. Should TriMet identify additional requirements for similar items or services which are readily available to Contractor, TriMet reserves the right to modify this contract to include those items or services at a price which shall reflect a markup not to exceed that for comparable item(s) and services listed on quote documents.

4B.3 Payments

TriMet shall pay the Contractor, upon the submission of proper invoices, the prices stipulated in this contract for goods delivered and accepted, less any deductions provided in this contract. TriMet shall pay the Contractor within thirty (30) days of the receipt of a proper invoice. Contractor may submit only one invoice per month.

Notwithstanding any other additional requirements of this contract, invoices shall contain the contract number, the date(s) goods were delivered; a detailed description of the supplies or services furnished, location of delivery and a price breakdown showing contract prices and units. All invoices shall be submitted to TriMet's Finance Department as follows:

TriMet Finance Department
Attn: Accounts Payable
4012 SE 17th Avenue
Portland, OR 97202

Failure to strictly comply with this provision may result in a delay in payment.

For all contracts executed after July 1, 2004, TriMet will no longer offer payment by check. In order to enter into this contract, Contractor must be willing to accept payment via ACH (Automatic Clearing House). TriMet will not execute this contract without the required information being provided on the Vendor/Payment Setup Form. A completed Setup Form will be submitted by the Contractor at the time a signed contract is returned to TriMet.

4B.4 Project Managers (06/03)

The Contractor's designated Project Manager shall be the Contractor's representative for the administration of the contract documents and the supervision of the work. In all matters relating to the performance of the work and payment therefore, and in all situations involving actual, recommended or, proposed changes, TriMet shall accept commitments and instructions of the Contractor only from the Project Manager or a duly authorized representative of the Project Manager so designated in writing. After initial approval by TriMet, the Contractor shall not change the Project Manager without the prior written approval of TriMet. TriMet shall appoint its own Project Manager for the work required by this contract.

4B.5 Insurance (06/03)

During the term of this contract, Contractor shall purchase and maintain any insurance required by this contract. Contractor shall furnish acceptable certificates of insurance to TriMet within ten (10) days after award of this contract, and prior to commencement of any contract work. Contractor shall indemnify TriMet for any liability or damages that TriMet may incur due to Contractor's failure to purchase or maintain any required insurance.

Contractor shall be responsible for the payment of all premiums and deductibles. Contractor shall maintain insurance of the types and in the amounts described below:

- (1) **Commercial General Liability Insurance**
Contractor shall maintain commercial general liability (CGL) with a limit of not less than \$1,000,000 each occurrence.
- (2) **Business Auto Liability Insurance**
Contractor shall maintain business auto liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of the use of any auto (including owned, hired, and non-owned autos).
- (3) **Worker's Compensation Insurance**
Contractor shall maintain worker's compensation and employer's liability insurance as required by ORS Chapter 656. The employer's liability limit shall not be less than \$500,000 each accident for bodily injury by an accident and \$500,000 each employee for bodily injury by disease.

Contractors who are non-subject workers meeting one of the exceptions in ORS 656.027 may not be required to carry workers compensation insurance. Any Contractor requesting an exemption from the workers compensation coverage listed above must make that request in writing, stating the Contractor's qualification for exemption under ORS 656.027.

Contractor shall furnish TriMet with a certificate(s) of insurance, executed by a duly authorized representative of each insurer showing compliance with the insurance requirements set forth above.

Failure of TriMet to demand such certificate or other evidence of full compliance with these insurance requirements or failure of TriMet to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

The insurance required under this Paragraph shall:

- (1) Include TriMet and its directors, officers, representative, agents, and employees as additional insureds with respect to work or operations connected with the contract and
- (2) Require the insurer to give TriMet not less than thirty (30) days notice prior to termination or cancellation of coverage.

4B.6 Inspection of Goods and Services

TriMet has the right to inspect and test all supplies/services called for under the contract, to the extent practicable, at all times and places during the term of the contract. TriMet shall perform inspections and tests in a manner that will not unduly delay the work.

If any of the supplies or services do not conform with contract requirements, TriMet may require the Contractor to replace the supplies or perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in supplies or services cannot be corrected by reperformance, TriMet may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the supplies/services performed.

If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, TriMet may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by TriMet or (2) terminate the contract for default.

4B.7 Hours of Labor – Goods and Services (03/05)

Pursuant to ORS 279B.020, ORS 279B.235, and ORS 279C.520 the Contractor shall pay employees for overtime work performed under this contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. 201 et seq.).

4B.8 Warranties

"Acceptance," as used in this clause, means the act of an authorized representative of TriMet by which TriMet approves specific services, as partial or complete performance of the contract.

"Correction," as used in this clause, means the elimination of a defect.

The Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of the contract. TriMet shall give written notice of any defect or nonconformance to the Contractor within 90 days of the date of acceptance of the services by TriMet. This notice shall state either (1) that the Contractor shall correct or reperform any defective or non-conforming services, or (2) that Tri-Met does not require correction or reperformance.

If the Contractor is required to correct or reperform, it shall at no cost to TriMet, and any services corrected or reperformed by the Contractor shall be subject to this clause to same extent as work initially performed. If the Contractor fails or refuse to correct or reperform, TriMet may correct or replace with similar services and charge Contractor the cost to TriMet, or make an equitable adjustment in the contract price. Contractor shall keep records on all reperformed work and the hours and cost associated with such work shall be segregated for accounting purposes.

If TriMet does not require corrections or reperformance, TriMet shall make an equitable adjustment in the contract price.

END OF SECTION 4B SPECIAL CONTRACT CONDITIONS

SECTION 5 – TECHNICAL SPECIFICATIONS

Introduction:

TriMet is located in Portland, Oregon and provides public transportation services in the tri-county metropolitan region of Washington, Clackamas and Multnomah Counties. TriMet currently employs approximately 2,600 workers.

Purpose

TriMet seeks bids for providing Annual Support for our current SUN Enterprise System. Should TriMet identify additional requirements for similar services, which are readily available to the Contractor, TriMet reserves the right to request a modification of this contract to include those services at a price which shall reflect a markup not to exceed that for comparable services listed on bid documents.

Following is a list of hardware that is currently utilized by TriMet. The contract is structured to encompass one (1) base-year with the possibility of four (4) optional one-year modifications, so hardware requested may change over the life of the contract, according to TriMet's needs and changes in the operations.

Hardware to Support for 12 Months

Line Item	Product Number and Description	Serial Number
1	A30-WSF2-04GRF SFV880 2@900 Mhz,4GB,6-73GB	303V01C0
2	A23-UEC1-9L-128 AC WS U60/300 C3D3 128MB/4GB	823FF9B9
3	A23-UGD1-9Q-128 AH WS U60/1X360 AFB-L 128MB/9GB	829F277C
4	A23-UGD1-9Q-512 AH A WS U60/1X360 AFB-L 512MB/9GB	926H4329
5	A23-UGD1-9Q-512 AH A WS U60/1X360 AFB-L 512MB/9GB	926H4324
6	A35-WRF1-1GQ A1 SF280 R/1x750MHz 1GB/1x36 DVD	114C05D9
7	A35-WSPF2-2GQB1OS 280 R 2x900 2GB 2x36GB DVD OS	305AD133F
8	A35-WSPF2-2GQB1OS 280 R 2x900 2GB 2x36GB DVD OS	304AD1A52
9	A30-WSF2-04GRF SFV880 2@900 Mhz,4GB,6-73GB	303V0021
10	A35-WRF22-2GQB1 SF280 R 1x750MHz-2 1GB 1x36 DVD	209C06AF
11	A35-WRF22-2GQB1 280 R 2x750 MHz-2 2GB 2x36GB DVD	214C0308
12	TC3900-N2-1321 SE3900 SL SP-RR 2x9x73G	310H2D0D

13	TC3900-N2-1321 SE3900 SL SP-RR 2x9x73G		310H2D0E
14	T20Z108B-32GA2G SFT2000		0720NNN04P
15	A52-CWZ4C416GYB6 SF V490		0712AM0520

Hardware Support Ending December 1, 2008

16	A30-WSF4-09GRF SFV880 4@900 MHz, 8GB, 6-73GB		232V0061
17	A30-WSF4-09GRF SFV880 4@900 MHz, 8GB, 6-73GB		232V005B
18	SE9970 Disk Controller Frame		20442
19	T9-DKU-F455I-72J4 4 Disk Drive Canisters - 73GB		20442DKU
20	T9-DKU-F455I-72J4 4 Disk Drive Canisters - 73GB		20442DKU1
21	T9-DKU-F455I-72J4 4 Disk Drive Canisters - 73GB		20442DKU2
22	T9-DKU-F455I-72J4 4 Disk Drive Canisters - 73GB		20442DKU3
23	T9-DKU-F455I-72J4 4 Disk Drive Canisters - 73GB		20442DKU4
24	T9-DKU-F455I-72J4 4 Disk Drive Canisters - 73GB		20442DKU5
25	T9-DKU-F455I-72J4 4 Disk Drive Canisters - 73GB		20442DKU6
26	T9-DKU-F455I-72J4 4 Disk Drive Canisters - 73GB		20442DKU7
27	T9-DKU-F455I-72J4 4 Disk Drive Canisters - 73GB		20442DKU8
28	TC3900-N2-1321 SE3900 SL SP-RR 2x9x73G		20442DKU9
29	T9-DKU-F455I-72J4 4 Disk Drive Canisters - 73GB		20442DKU10
30	T9-DKU-F455I-72J4 4 Disk Drive Canisters - 73GB		20442DKU11
31	T9-DKU-F455I-72J4 4 Disk Drive Canisters - 73GB		20442DKU12
32	T9-DKU-F455I-72J4 4 Disk Drive Canisters - 73GB		20442DKU13

Support Service Level

Support levels are those standard to Sun Microsystems. The pricing form 6.4 details the levels of service TriMet is requiring for each of the particular items. Below is a summary of the support levels for Hardware.

Hardware

Coverage Hours and Response Times	GOLD (SGLD)	Bronze (SBRN)
Standard phone coverage hours	7x24	8:00am-5:00pm Pacific, Mon-Fri
Standard on-site coverage hours	8:00am-8:00pm Pacific, Mon-Fri	n/a
Response times - Urgent (phone/on-site)	Live transfer / 4 hour	4 hour / n/a
Response times - Serious (phone/on-site)	2 hour / Next Day	4 hour / n/a
Response times - Not Critical (phone/on-site)	Live transfer / customer convenience	4 hour / n/a
Parts Replacement	On-Site Technician	2 business days
Sun VIP	Included	n/a

Delivery, Times and Location

Regular business hours are 7:30am- 5:00pm Monday through Friday, Pacific Standard Time. In case of a hardware malfunction, the contractor may need to come on-site and be able to connect to TriMet systems. For the purposes of this contract, there will only be one site where the maintenance would take place or where any correspondence would be sent. Depending upon the needs of TriMet and the importance of the hardware that may malfunction to TriMet's operations, a request may be made for services outside regular business hours. The project manager will make arrangements, but the only location will be the following address:

TriMet
Attn: "Project Manager"
4012 SE 17th Avenue
Portland, OR 97202

As stated on the pricing form, unit prices must include any and all expenses or other incidental costs, including any and all warehousing, shipping, freight, delivery, pick-up, disposal, financing or carrying charges, and all other charges to accommodate the delivery of the goods and services requested herein. All goods must be shipped FOB destination without separate shipping charges.

END OF SECTION 5 – TECHNICAL SPECIFICATIONS

SECTION 6 - PROPOSAL FORMS

6.1 FORM OF BUSINESS

Name of Firm: _____

Principle Business Address: _____

Phone: _____

Fax: _____

E-mail: _____

1. What form of business is your organization? (check one)
☐ Sole Proprietorship
☐ Partnership (☐ Limited ☐ General)
☐ Corporation
2. If a corporation, when and where was your organization incorporated?
3. If a limited partnership, when and where is your organization certified?
4. If not certified or incorporated in Oregon, is your organization authorized to do business in Oregon?
5. State of Oregon Certified M/W/ESB* Firm? ☐ Yes ☐ No

If yes, please provide State Certification Number: _____

*For more information on certification please contact the State of Oregon Office of Minority, Women and Emerging Small Business at (503) 947-7976.

6.2 RECIEPT OF ADDENDA

ADDENDA RECEIVED:

Addendum No.____ Date Received_____

Addendum No.____ Date Received_____

Addendum No.____ Date Received_____

Addendum No.____ Date Received_____

Addendum No.____ Date Received_____

Addendum No.____ Date Received_____

Addendum No.____ Date Received_____

If no addendum received write "None Received": _____

Date

Signature

Name

Title

Important Note: Solicitation addenda shall be electronically posted to TriMet's Vendor Registration System which can be accessed at www.trimet.org/bidding/index.htm or The State of Oregon's e-procurement at <http://orpin.Oregon.gov>. While TriMet is confident in the full functionality of these systems, as a legal matter, notification services offered through the site are not guaranteed and users of the notification services offered through the site are not guaranteed and users of the notification services are ultimately responsible for reviewing postings to the site. Failure to acknowledge receipt of an addendum may cause a bid to be rejected as non-responsive.

6.3 CERTIFICATE OF COMPLIANCE WITH OREGON TAX LAWS

By executing this contract, Contractor certifies under penalty of perjury, that Contractor is, to the best of Contractor's knowledge, not in violation of any Oregon tax law imposed by ORS Chapters 118, 314, 316, 317, 318, 320, 321 and 323 and sections 10 to 20 Chapter 533, Oregon Laws 1981, as amended by Chapter 16, Oregon Laws 1982 (first special session); the Homeowners and Renters Property Tax Relief Program under ORS 310.630 to 310.690; and, local taxes administered by the Oregon Department of Revenue under ORS 305.620.

Date: _____

Signature: _____

Name: _____
(print)

Title: _____

Firm: _____

6.4 PRICING FORM

Firms shall insert the price for the yearly purchase of items specified below and shall calculate and insert the total price, where appropriate, on the quote form. Failure to provide prices for each yearly total may render the quote non-responsive and cause it to be rejected.

Quantities are an estimate of total support needed within a one-year period. Numbers are for comparison and evaluation purposes only and are not purchased hereby. Support requirements may change, depending upon system requirements, changes in operations or repair issues.

Hardware Support for 12 Months:

Line Item	Product Number and Description	Support Level	Serial Number	Per month	Yearly total
1	A30-WSF2-04GRF SFV880 2@900 Mhz,4GB,6-73GB	SGLD	303V01C0		
2	A23-UEC1-9L-128 AC WS U60/300 C3D3 128MB/4GB	SBRN	823FF9B9		
3	A23-UGD1-9Q-128 AH WS U60/1X360 AFB-L 128MB/9GB	SBRN	829F277C		
4	A23-UGD1-9Q-512 AH A WS U60/1X360 AFB-L 512MB/9GB	SBRN	926H4329		
5	A23-UGD1-9Q-512 AH A WS U60/1X360 AFB-L 512MB/9GB	SBRN	926H4324		
6	A35-WRF1-1GQ A1 SF280 R/1x750MHz 1GB/1x36 DVD	SBRN	114C05D9		
7	A35-WSPF2-2GQB1OS 280 R 2x900 2GB 2x36GB DVD OS	SGLD	305AD133F		
8	A35-WSPF2-2GQB1OS 280 R 2x900 2GB 2x36GB DVD OS	SGLD	304AD1A52		
9	A30-WSF2-04GRF SFV880 2@900 Mhz,4GB,6-73GB	SGLD	303V0021		
10	A35-WRF22-2GQB1 SF280 R 1x750MHz-2 1GB 1x36 DVD	SBRN	209C06AF		
11	A35-WRF22-2GQB1 280 R 2x750 MHz-2 2GB 2x36GB DVD	SBRN	214C0308		
12	TC3900-N2-1321 SE3900 SL SP-RR 2x9x73G	SGLD	310H2D0D		
13	TC3900-N2-1321 SE3900 SL SP-RR 2x9x73G	SGLD	310H2D0E		
14	T20Z108B-32GA2G SFT2000	SGLD	0720NNN04P		
15	A52-CWZ4C416GYB6 SF V490	SGLD	0712AM0520		

A. Yearly Cost (Sub-Total) of Hardware Items Requiring 12 Months of Support (Items 1-15):

\$ _____

Hardware Support Ending December 1, 2008:

Line Item	Product Number and Description	Support Level	Serial Number	Per month	2-Month Total
16	A30-WSF4-09GRF SFV880 4@900 MHz, 8GB, 6-73GB	SGLD	232V0061		
17	A30-WSF4-09GRF SFV880 4@900 MHz, 8GB, 6-73GB	SGLD	232V005B		
18	T9-DKC465I-5F SE9970 Disk Controller Frame	SGLD	20442		
19	T9-DKU-F455I-72J4 4 Disk Drive Canisters - 73GB	SGLD	20442DKU		
20	T9-DKU-F455I-72J4 4 Disk Drive Canisters - 73GB	SGLD	20442DKU1		
21	T9-DKU-F455I-72J4 4 Disk Drive Canisters - 73GB	SGLD	20442DKU2		
22	T9-DKU-F455I-72J4 4 Disk Drive Canisters - 73GB	SGLD	20442DKU3		
23	T9-DKU-F455I-72J4 4 Disk Drive Canisters - 73GB	SGLD	20442DKU4		
24	T9-DKU-F455I-72J4 4 Disk Drive Canisters - 73GB	SGLD	20442DKU5		
25	T9-DKU-F455I-72J4 4 Disk Drive Canisters - 73GB	SGLD	20442DKU6		
26	T9-DKU-F455I-72J4 4 Disk Drive Canisters - 73GB	SGLD	20442DKU7		
27	T9-DKU-F455I-72J4 4 Disk Drive Canisters - 73GB	SGLD	20442DKU8		
28	T9-DKU-F455I-72J4 4 Disk Drive Canisters - 73GB	SGLD	20442DKU9		
29	T9-DKU-F455I-72J4 4 Disk Drive Canisters - 73GB	SGLD	20442DKU10		
30	T9-DKU-F455I-72J4 4 Disk Drive Canisters - 73GB	SGLD	20442DKU11		
31	T9-DKU-F455I-72J4 4 Disk Drive Canisters - 73GB	SGLD	20442DKU12		
32	T9-DKU-F455I-72J4 4 Disk Drive Canisters - 73GB	SGLD	20442DKU13		

B. Support (Sub-Total) of Hardware Items Requiring Support thru December 1, 2008 (Items 16-32):

\$ _____

A. Sub-Total Hardware Items Requiring 12 Months of Support (Items 1-15):

\$ _____

B. Sub-Total Hardware Items Requiring Support through December 1st. (Items 16-32):

\$ _____

First Year Total (Sub-Total A + Sub-Total B) = \$ _____

Contract Total for 5 years (5 X Subtotal A + Subtotal B) = \$ _____

Date: _____

Firm: _____

Signature: _____

Name: _____
(print)

Title: _____

6.5 COOPERATIVE PURCHASING CERTIFICATE

Pursuant to ORS 279A and TriMet contracting rules, other public agencies shall have the ability to purchase the awarded goods and services from the awarded Contractor(s) under terms and conditions of the resultant contract.

Any such purchases shall be between the Contractor and the participating public agency and shall not impact the Contractor's obligation to TriMet. Any estimated purchase volumes listed herein do not include other public agencies and TriMet makes no guarantee as to their participation.

Any offeror, by written notification included with their solicitation response, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies.

Will your company participate in Intergovernmental Cooperative Purchasing?

Yes _____

No _____

If no, please explain below.

Company will not participate in Intergovernmental Cooperative Purchasing because:

Date: _____

Signature: _____

Firm: _____

Name (Print) _____

Title: _____