

THE STATE OF OREGON
DEPARTMENT OF ADMINISTRATION SERVICES
PUBLISHING AND DISTRIBUTION

REQUEST PROPOSALS FOR
INVITATION TO BID
450-1132448-12

RELEASE DATE: October 5th, 2012

OPENING DATE & TIME:

DATE: OCTOBER 11, 2012

TIME: 10:00 AM PST

FOR
THE OREGON DEPARTMENT OF TRANSPORTATION,
DEPARTMENT OF MOTOR VEHICLES
SECURE ODOMETER FORM and SECURE POWER OF
ATTORNEY FORMS

Vendors are responsible for submitting 2 complete copy of this ITB with all information completed along with all required documentations to be considered a responsive, responsible bidder.

SECTION A - TABLE OF CONTENTS:

SECTION A - TABLE OF CONTENTS
SECTION B - INTRODUCTION
SECTION C - GENERAL BIDDING INFORMATION
SECTION D - RESPONSIBILITY INQUIRY AND CONTRACTOR REFERENCES (MUST BE RETURNED WITH OFFER)
SECTION E - RECYCLED PRODUCTS (MUST BE RETURNED WITH OFFER)
SECTION F - RESIDENCY STATEMENT (MUST BE RETURNED WITH OFFER)
EXHIBIT A - CONTRACT (MUST BE RETURNED WITH OFFER)
SECTION 1 - DEFINITIONS
SECTION 2 - STANDARD CONTRACT TERMS AND CONDITIONS
SECTION 3 - SPECIAL CONTRACT TERMS AND CONDITIONS
SECTION 4 - INSURANCE REQUIREMENTS
SECTION 5 - SPECIFICATIONS
SECTION 6 - PRICING
SECTION 7 - CERTIFICATION OF COMPLIANCE WITH NONDISCRIMINATION LAWS
SECTION 8 - CERTIFICATION OF COMPLIANCE WITH TAX LAWS
SECTION 9 - CONTRACTOR'S SIGNATURE PAGE -SECTION
SECTION 10 - AWARD AND STATE SIGNATURE PAGE
ATTACHMENT A - PRICING MATIX

SECTION B - INTRODUCTION

B.1 PURPOSE OF SOLICITATION: The State of Oregon, acting by and through its Department of Administrative Services, Publication and Distribution Section ("DAS P&D"), on behalf of The Oregon Department of Transportation, Department of Motor Vehicles ("ODOT DMV") hereby issues this Invitation to Bid (this "ITB") to solicit offers ("Bids") for an annual contract for the production, security, storage, inventory, distribution and invoicing services for two items, 735-403 (10-02) Secure Odometer Disclosure & 735-402 (10/03) Secure Power of Attorney and potential reorders as described. The expected Contract period is from Oct 18, 2012 through Oct 17, 2013.

B.2 AMOUNT OR ESTIMATE OF PURCHASES: The Agency plus three additional Authorized Distributors shall make purchases directly from the successful vendor. Estimated usage over the past 5 year contract was:

Item 1: 735-403 Secure Odometer Disclosure
2008 - 497,500
2009 - 137,000
2010 - 279,000
2011 - 216,500
2012 - 600,000

Item 2: 735-402 Secure Power of Attorney
2008 - 0
2009 - 13,500
2010 - 80,500
2011 - 105,000
2012 - 255,000

However, its purchases may be of a somewhat greater or lesser quantity. Therefore, the quantities indicated in the ITB are estimated yearly quantities offered solely for the purpose of Bid evaluation. The usage volumes indicated in this Section B.2, and any usage figures stated elsewhere in this ITB, are not, and may not be construed as, any representation, warranty or guarantee of the volume that actually will be purchased by the Agency or any Authorized

Purchasers under any Contract. Each Bidder agrees to accept all risks associated with the volumes actually purchased under any resulting Contract. By submitting a bid, each Bidder thereby expressly waives and relinquishes any claim it may have, if awarded a Contract, that may arise out of or relate to the volume actually purchased under the Contract.

B.3 METHOD OF BIDDING: The Bidder is to respond to all specification requirements described in Section 3.C.

All Bidders shall submit bid prices for items indicated in Attachment "A", together with all other requested Bid information. This information shall be detailed, legible, and complete. Bids submitted may be rejected on the basis of being non-responsive to bidding requirements and any exceptions taken to terms, conditions, or specifications of this ITB shall constitute just cause for bid rejection.

B.4 METHOD OF AWARD: Oregon Revised Statutes (ORS) 282.210 (printing, binding and stationary work for the state) applies to this ITB for the purchase of 735-403 (10-02) Secure Odometer Disclosure & 735-402 (10/03) Secure Power of Attorney. ORS 282.210 requires that printing work under Oregon public contracts must be performed within the State of Oregon unless: (i) the work cannot be performed in Oregon; (ii) the lowest bid for printing work to be performed within the state exceeds the charges usually and customarily made for work of similar character and quality; or (iii) all bids for in-state printing work are excessive and not reasonably competitive.

DAS P&D shall award the Contract to the responsible Bidder submitting the lowest responsive Bid, based upon the following method of calculation below:

Item 1:

735-403 (10/02), Secure Odometer Disclosure

Cost for contract year 2011/2012.....Per M cost X 250/M
Cost for contract year 2012/2013..... Per M cost X 250/M
Cost for contract year 2013/2014..... Per M cost X 250/M
Cost for contract year 2014/2015..... Per M cost X 250/M
Cost for contract year 2015/2016..... Per M cost X 250/M

Item 2:

735-402 (10/03), Secure Power of Attorney

Cost for contract year 2011/2012..... Per M cost X 60/M
Cost for contract year 2012/2013 Per M cost X 60/M
Cost for contract year 2013/2014 Per M cost X 60/M
Cost for contract year 2014/2015 Per M cost X 60/M
Cost for contract year 2015/2016 Per M cost X 60/M

TOTAL FORMS COST ABOVE WILL BE USED FOR METHOD OF AWARD

B.5 DEFINITIONS. Unless otherwise noted, the definitions in Exhibit A, Section 1 are applicable to the entire Invitation to Bid (ITB). Additional Definitions are found in section C.1 of this ITB

B.6 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 that incorporate certain of the Attorney General's Model Public Contract Rules ("Model Rules"). The ITB and resulting Contract may be subject to other laws and rules. Offerors should obtain and become acquainted with the applicable provisions of the above laws and rules.

Copies may be obtained as follows:

B.6.1 OREGON REVISED STATUTES (ORS 279A and 279B) - Can be obtained From:
Legislative Counsel Committee, S101 State Capitol, Salem, OR 97310-0630. Phone (503) 378-8146, or on line at:
<http://www.leg.state.or.us/ors/home.html>

B.6.2 OREGON ATTORNEY GENERAL'S MODEL PUBLIC CONTRACT RULES (OAR 137-046 and 047) - Can be obtained from the Department of Justice, Publications Center, 16 Justice Building, Salem, OR 97310. Phone(503) 378-2663 or on line at:
<http://arcweb.sos.state.or.us/banners/rules.htm>

B.6.3 OREGON DEPARTMENT OF ADMINISTRATIVE SERVICES ADMINISTRATIVE RULES - (OAR 125) - Can be obtained from the Department of Administrative Services, 1225 Ferry Street SE U140, Salem, OR 97301-4285. Phone (503) 378-4642 or on line at:
<http://arcweb.sos.state.or.us/banners/rules.htm>

SECTION C - GENERAL BIDDING INFORMATION

C.1 ITB DEFINITIONS: Together with the Definitions found in Section 1 of the Contract, the following definitions apply to this ITB.

C.1.1 "Addendum" or "Addenda" means an addition or deletion to, a material change in or general interest explanation of this ITB. Addendum or Addenda shall be labeled as such and shall be made available to all interested Offerors in accordance with the OAR 137-047-0430(2) and 125-247-0430(2).

C.1.2 "Bid" means a response to an Invitation to Bid.

C.1.3 "Bidder" means a person who submits a Bid in response to this Invitation to Bid. Bidder is used interchangeably with and means Offeror.

C.1.4 "Closing" means the date and time announced in ITB as the deadline for submitting Offers.

C.1.5 "Contractor" means the Person with whom DAS on behalf of the OR Department of Transportation, Department of Motor Vehicles enters into a Contract (and is interchangeable with "Consultant" or "Provider").

C.1.6 "Invitation to Bid" or "ITB" is defined in ORS 279B.005 and 279C.400 and means all documents whether attached or incorporated by reference, and any Addenda thereto, used for soliciting Bids in accordance with ORS 279B.055.

C.1.7 "Opening" means the date, time and place announced in the Solicitation Document for the public opening of Written sealed Offers.

C.1.8 "Offer" means Bid.

C.1.9 "Offeror" means Bidder.

C.1.10 "ORPIN" means the on-line electronic Oregon Procurement Information Network administered by the State Procurement Office, as further defined on OAR 125-246-0500.

C.1.11 "Solicitation Document" means this Invitation to Bid and all other documents, either attached or incorporated by reference, and any changes thereto, issued by P&D to establish a Contract.

C.1.12 "State" means the State of Oregon.

C.1.13 "P&D" means State of Oregon, Publishing and Distribution Division.

C.1.14 "DAS" means the Department of Administrative Services.

C.2 GENERAL INFORMATION

C.2.1 OFFERS ARE FIRM OFFERS: An Offer is a firm offer, irrevocable, valid and binding on the Offeror for not less than thirty (30) calendar days from the Closing unless otherwise specified in this ITB or extended by written agreement.

C.2.2 OFFER SUBMISSION ADDRESS AND CLOSING: DAS will receive sealed Offers on behalf of the OR Department of Transportation, Department of Motor Vehicles until 5PM (Pacific time) on the Closing date specified on page one (1) of the ITB, or as amended by Addenda, at the Office of P&D, to Attn: Pat Smith, 550 Airport Rd. SE, Salem OR 97301.

C.2.3 SINGLE POINT OF CONTACT: There will be only one DAS point of contact during this procurement process. The designated point of contact for questions concerning the procurement process, requests for brand approval, change, clarification, and protests, the award process, and any other questions that may arise is Pat Smith who can be contacted at (503)373-1304 or by regular mail delivered to P&D, 550 Airport Rd SE, Salem, OR 97301.

C.2.3 ORPIN:

C.2.3.1 ORPIN VENDOR HANDBOOK: Offerors unfamiliar with ORPIN are encouraged to request a copy of "ORPIN Vendor Handbook." This brochure is available free of charge from SPO, 1225 Ferry St. SE - U140, Salem, OR 97301-4285; telephone (503) 378-4642.

C.2.3.2 ITBs, ADDENDA AND ATTACHMENTS: ITBs, including all Addenda and most attachments, are posted on ORPIN and will not be mailed to prospective Offerors. Offerors without access to ORPIN may download copies at a Plan Center, or at SPO, 1225 Ferry St. SE - U140, Salem, Oregon. Offerors may also order hard copies from P&D.

C.2.3.3 ATTACHMENTS: Some exhibits and attachments may not be available on ORPIN. Offerors must purchase these separately from P&D, where so specified in this ITB.

C.2.3.4 ADDENDA: Addenda can be downloaded from ORPIN. Offerors should consult ORPIN regularly until Closing to avoid missing any Addenda.

C.2.4 TRADE SECRETS: Any information Offeror submits in response to the ITB that Offeror considers a trade secret under ORS 192.501(2) or confidential proprietary information, and that Offeror 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." Offerors 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 Offeror that is already in the public domain is not protected. The State shall not be liable for disclosure or release of information submitted by Offeror 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 Offeror under the circumstances set out in ORS 646.473(3).

C.3 OFFER FORMAT:

C.3.1 SIGNATURE REQUIRED; OFFEROR AFFIRMATIONS: All Offer documents requiring signature must be signed in ink by an authorized representative of the Offeror. Offeror's signature and submission of the Contractor's signature page in Section 9 of the Contract in response to the ITB constitutes Offeror's affirmation that:

C.3.1.1 Offeror has completely read and understands all the provisions of this ITB.

C.3.1.2 The Offer submitted is in response to the specific language contained in this ITB, and Offeror has made no assumptions based upon either (a) verbal or written statements not contained in the ITB, or (b) any previously-issued ITB, if any.

C.3.1.3 The Offer was prepared independently from all other Offerors, 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 Offeror based upon, resulting from, or related to, Offeror's failure to comprehend all requirements of this ITB.

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

C.3.1.6 Offeror accepts and agrees to be bound by the terms and conditions of the Contract, and agrees to provide all Goods ordered by P&D or Agency.

C.3.2 IN WRITING: Offerors must prepare all Offers including pricing information by word processor, typewriter or in ink. DAS will not accept oral, telephone, e-mail or facsimile Offers.

C.3.3 FORMS TO BE USED: Offerors must submit all required information on the forms specified in this ITB. Any information Offeror submits that is not required to be included on forms prescribed by DAS shall be formatted in the manner called for in the ITB and submitted on Offeror's letterhead.

C.4 OFFER CONTENTS:

C.4.1 INFORMATION TO BE INCLUDED; SIGNATURES; OFFERS MUST SUBMIT A COMPLETE ITB (SIGNED BY AUTHORIZED REPRESENTATIVE) AND ATTACHMENT A, THE CONTRACT. PRICING AND ANY OTHER INFORMATION REQUESTED FROM OFFEROR IN THE CONTRACT MUST BE COMPLETED. THE CONTRACT MUST BE SIGNED BY OFFEROR'S AUTHORIZED REPRESENTATIVE. CERTAIN ADDENDA (WHEN SO INSTRUCTED), ALL OTHER DOCUMENTS IDENTIFIED IN THE ITB AS REQUIRED SUBMISSIONS, ALL SUBMISSIONS SHALL BE SIGNED OR INITIALED WHEN REQUIRED.

All Offers and copies must 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.) must be submitted with the Offer in the required format.

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

C.4.2.1 "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 the product brand named. Offeror may show cost differences, alternates and options in the space provided in the ITB.

C.4.2.2 "OR APPROVED EQUAL": When the product brand is followed by "or approved equal" or "or approved equivalent" other products may be offered, if P&D has approved the Offeror's request for approved equal or approved equivalent in accordance with section C.5., and the brand named is not mandated pursuant to a brand-name specification.

C.4.2.3 DAS DETERMINES, IN ITS SOLE DISCRETION, WHETHER A PRODUCT OFFERED IS "EQUAL." When a product brand is followed by "or equal" or "or equivalent" DAS 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" DAS will consider timely requests for approval and make its decision concerning alternative brands prior to Closing.

C.4.3 JOINT VENTURES/PARTNERSHIPS: When an Offeror is a partnership or joint venture, Offeror shall supply, with the Offer submission, the name of the contact person for the partnership or joint venture. Prior to award, joint ventures and partnerships submitting Offers must provide a copy of the joint venture agreement or partnership agreement evidencing authority to Offer and to enter into the resulting Contract that may be awarded, together with corporate

resolutions (if applicable) evidencing corporate authority to participate as a joint venturer or partner. Such Offeror must also designate a contact person 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.4.4 SUBSTANTIAL COMPLIANCE REQUIRED: DAS will not consider incomplete Offers (not in substantial compliance with ITB requirements), and Offerors cannot supplement incomplete Offers by delivering submissions after Closing. However, DAS may waive minor informalities and irregularities, and may seek clarification from Offerors of any response that, in its sole discretion, it deems necessary or advisable.

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 "approved equal" or "approved equivalent" product approval; (b) requests for clarification; (c) formal submittal of requests for changes to contractual terms or Specifications; and (d) formal submittal of protests of contractual terms or Specifications. Any Offer that includes non-approved alternate brands of Goods where approval is required, or 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 "APPROVED EQUAL/EQUIVALENT" PRODUCT APPROVAL: DAS will consider requests for approval of brands as "approved equals" or "approved equivalents" of the brand specified in the ITB unless the brand specified is identified in the ITB as the subject of a brand name specification. Requests for brand approval must be submitted in writing to the contact point listed in C.2.2 "SINGLE POINT OF CONTACT." To be considered, DAS must receive the request for brand approval by the deadline specified in C.5.6. Offeror must include with the request all relevant information concerning the Goods in question.

C.5.3 REQUEST FOR CLARIFICATION: Any Offeror 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, DAS must receive the request for clarification by the deadline specified in C.5.6.

C.5.4 REQUEST FOR CHANGES TO CONTRACTUAL TERMS OR SPECIFICATIONS: Any Offeror 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, DAS must receive the request for changes by the deadline specified in C.5.6. Offeror must include in the request the reason for requested changes, supported by factual documentation, and any proposed changes.

C.5.4.1 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 Offeror shall seek a formal request for change, as set forth this section C.5.4. Failure to make such a request is at Contractor's risk, and the Offeror awarded a Contract shall be required to provide Goods meeting P&D's needs with regard to any omitted specification for which change should reasonably have been sought.

C.5.5 PROTEST OF CONTRACTUAL TERMS OR SPECIFICATIONS: Any Offeror 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, DAS must receive the protest by the deadline specified in C.5.6. Offeror must include in the protest the legal and factual grounds for the protest, a description of the resulting prejudice to the Offeror if the protest is not granted, and any proposed changes to the contractual terms or Specifications, or both.

C.5.6 METHOD OF SUBMITTING REQUESTS FOR MODIFICATION OF ITB PROVISIONS: Offerors must mark envelopes containing requests for brand approval, requests for clarification, requests for change, and protests as follows:

Bid Request for Brand Approval/Request for Clarification /Request
for Change/Protest
ITB Number
Closing Date

DAS must receive the request by 10 A.M. (Pacific time) on 10/09/2012. Unless DAS extends this specific deadline by subsequent Addendum, DAS will not consider requests for brand approval, requests for clarification, requests for change, or protests pertaining to provisions contained in the originally-issued ITB after the date specified herein.

C.5.7 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 DAS DETERMINES SHOULD BE HANDLED BY FORMALLY AMENDING THE ITB, DAS WILL DO SO ONLY BY ANNOUNCING SUCH A CHANGE IN THE ADDENDUM, NOT THROUGH INFORMATION IDENTIFIED AS A "CLARIFICATION." (Refer to Section C.5.8.)

C.5.8 RESPONSE TO REQUESTS FOR BRAND APPROVAL, REQUESTS FOR CHANGE AND PROTESTS: DAS will promptly respond to each properly-submitted written request for brand approval, request for change, and protest. Where appropriate, DAS will issue ITB revisions via Addenda posted on ORPIN. DAS may also informally respond to Offeror questions. HOWEVER, INFORMAL RESPONSES DO NOT AFFECT THE PROVISIONS OF THE ITB. SPECIFICATIONS, CONTRACTUAL TERMS, AND PROCUREMENT REQUIREMENTS OF THE ITB CAN ONLY BE CHANGED VIA FORMAL ADDENDA ISSUED BY DAS AND POSTED ON ORPIN.

C.6 PROTEST OF ADDENDA: DAS must receive requests for clarification, requests for change, and protests of Addenda by five (5:00) P.M. (Pacific time) on the date specified in the Addendum, or DAS will not consider them. DAS will not consider requests or protests of matters not added or modified by the Addendum.

C.7 OFFER MODIFICATION: The person signing the Offer must initial in ink each individual alteration and erasure made before Offer submission. Offerors may, in writing, modify Offers, once submitted, before Closing. Offeror shall prepare modifications on Offeror's letterhead. Each modification document must be signed by an authorized representative, and state that the modifications amend and supersede the identified portions of the prior Offer. DAS will reject any Offer that fails to comply with the provisions of this paragraph of Section C.7.

C.7.1 Offerors must submit modifications in a sealed envelope marked as follows:

Bid Modification
ITB Number
Closing Date
Closing Time

C.7.2 OFFERORS MAY NOT MODIFY OFFERS AFTER CLOSING.

C.8 OFFER SUBMISSION:

C.8.1 NUMBER OF COPIES; SIGNATURE REQUIRED: Offerors shall submit a total of 2 copies of the Offer. AT LEAST ONE COPY SUBMITTED BY OFFEROR MUST BEAR AN ORIGINAL SIGNATURE OR THE OFFER WILL BE REJECTED.

C.8.2 SEALED ENVELOPE; ADDRESS AND COVER INFORMATION: Offerors shall submit Offers in sealed packages or envelopes. To ensure proper identification and handling, Offerors must clearly mark Offer packages or envelopes as follows:

ITB Number
Closing Date
Closing Time

PUBLISHING & DISTRIBUTION

Attn: Pat Smith
550 Airport Rd SE
SALEM, OR 97301

DAS is not responsible for the proper handling of any Offer not properly identified, marked and submitted in a timely manner.

C.9 OFFER WITHDRAWALS:

C.9.1 IN WRITING. Offerors may withdraw Offers prior to Closing. Offer withdrawals must be in writing on Offeror's letterhead, signed by an authorized representative, and received by DAS prior to Closing. Offer withdrawals must be labeled as such and contain the ITB number.

C.9.2 IN PERSON. Offers may also be withdrawn in person before Closing if Offeror's representative presents appropriate identification and evidence of authorization to act for Offeror. DAS may require that the Offeror's representative sign appropriate documentation to confirm withdrawal.

C.10 OPENING: DAS will hold Bid Opening at 10AM. (Pacific Time) on the Closing date, at the office of P&D, 550 Airport Rd. SE, Salem, OR 97301. Only the names of the Offerors will be read at the Opening. It is optional for Offerors to attend Opening. Award decisions will not be made at Opening.

C.11 REJECTION OF OFFERS:

C.11.1 REJECTION OF ALL OFFERS. DAS may reject all Offers for good cause upon its finding that it is in the public interest to do so.

C.11.2 REJECTION OF PARTICULAR OFFERS. DAS may reject a particular Offer for any of the reasons listed under ORS 279B.100.

C.12 OFFER EVALUATION CRITERIA: DAS will evaluate Offers to identify the lowest responsive Offer submitted by a responsible Offeror and not otherwise disqualified. (Refer to ORS 279B.100) Adjustments made to account for reciprocal preferences and percentage of recycled materials incorporated into the Goods will be for Offer evaluation purposes only. (Refer to Section

C.12.4) No such adjustments shall operate to amend Offeror's Offer or any Contract awarded pursuant thereto.

C.12.1 RESPONSIVENESS: To be considered responsive, the Offer must substantially comply with all requirements of the ITB and all prescribed public solicitation procedures. In making such evaluation, DAS may waive minor informalities and irregularities.

C.12.2 RESPONSIBILITY: Prior to award of a Contract, DAS will evaluate whether the apparent successful Offeror meets the applicable standards of responsibility identified in OAR 125-247-0500. In doing so, DAS may investigate Offeror and request information in addition to that already required in the ITB, when DAS, in its sole discretion, considers it necessary or advisable.

C.12.3 DISCOUNTS: Offeror may offer cash or term discounts, or both in its Offer, and such discounts will be binding upon Offeror in the event Offeror is awarded a Contract. However, such discounts will not be considered for award purposes.

C.12.4 RECIPROCAL PREFERENCE: For Offer evaluation purposes only, DAS will add a percent increase to each out-of-State Offeror's Offer price which is equal to the percent preference, if any, given to resident Offerors of the Offeror's state. For example, if the Offeror is from a state that grants a ten (10) percent preference to local Offerors, DAS will add ten (10) percent to that Offeror's Offer price.

C.12.5 RECYCLED MATERIAL: For Offer evaluation purposes only, DAS will deduct from the Offer price an amount equivalent to the dollar value of the percentage of the Goods offered by Offeror constituting recycled paper and non-paper products, up to a maximum of five percent (5%) of the Offer price for recycled paper products.

C.13 PROCESSING OF BIDS: Neither the release of a Bid bond, the return of a Bid, nor acknowledgment that the selection process is complete (whether by posting of a Bid tabulation sheet, issuance of notice of intent to award, or otherwise), shall operate as a representation by DAS that any Bid submitted was complete, sufficient, lawful in any respect, or otherwise in substantial compliance with the ITB requirements.

C.14 WITHDRAWAL BY DAS OF BID ITEMS PRIOR TO AWARD: DAS reserves the right to delete Bid items prior to award.

C.15 INTENT-TO-AWARD ANNOUNCEMENT: DAS may announce its intent to award prior to formal Contract award by posting the tabulation sheet of Bid results on ORPIN, or by letter or fax ("Intent-to-Award Announcement"). The Intent-to-Award Announcement shall serve as notice to all Offerors that DAS intends to make an award.

C.16 REVIEW OF BID FILES: Offerors shall have seven calendar days from the date of the Intent-to-Award Announcement within which to view the Bid files (by appointment).

C.17 PROTEST OF INTENT TO AWARD: Adversely-affected or aggrieved Offerors shall have seven (7) calendar days from the date of the Intent-to-Award Announcement within which to file a written protest. DAS will not consider protests submitted after that date. Offerors must specify in the protests the grounds upon which the protest is based (Refer to ORS 279B.410, ORS 279B.415 and OAR 125-247-0740).

C.18 RESPONSE TO INTENT-TO-AWARD PROTESTS: DAS will respond in writing to intent-to-award protests submitted by adversely-affected or aggrieved Offerors. DAS may also respond to intent-to-award protests submitted by other Offerors for purposes of clarification. However, any response provided by DAS is not intended to, and shall not in and of itself, constitute confirmation that the Offeror is, in fact, adversely-affected or aggrieved, and therefore entitled to protest an intent to award, or that the protest was timely or correctly filed.

C.19 AWARD: After expiration of the seven (7) calendar-day file review and intent-to-award Announcement protest period, and resolution of all protests, DAS will proceed with final award. (If DAS receives only one Bid, DAS may dispense with the intent-to-award protest period and proceed with award of a Contract.)

C.20 BID RESULTS: After awards are completed, Offerors may download a tabulation of Bid results from ORPIN. Alternatively, Offerors may submit a written request to DAS for a copy of the tabulation.

C.21 REVIEW OF AWARDED BID FILES: Most information contained in Awarded Bid files are public records and available for review at the P&D office by appointment.

C.22 INFORMATION TO BE SUBMITTED WITH OFFER. Offerors must submit the following information/documentation with the Offer or by Offer modification prior to Closing.

1. Signed bid response
2. Pricing matrix

C.23 INFORMATION TO BE SUBMITTED BY THE APPARENT SUCCESSFUL OFFEROR.

C.23.1 The apparent successful Offeror shall provide all required proofs of insurance to DAS within ten (10) calendar days of notification of intent to award. DAS may reject the Offer if the apparent successful Offeror fails to present the required documents within the seven calendar-day period. Offerors are encouraged to consult their insurance agent(s) prior to Offer submission about the insurance requirements contained in the ITB.

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SECTION D - RESPONSIBILITY INQUIRY AND CONTRACTOR REFERENCES

RESPONSIBILITY NOTIFICATION: DAS 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 Offeror's responsibility to perform the Contract. Offeror's submission of a signed Offer shall constitute Offeror's authorization for DAS to obtain, and Offeror's agreement to produce for DAS's review and copying, any information DAS deems necessary to conduct the evaluation. DAS shall notify the apparent successful Offeror, 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; materials /equipment/inventory; facility and personnel information; record of contract performance; etc. DAS may reject an Offer, if Offeror fails to promptly provide this information. DAS may postpone the award of the Contract after announcement of the apparent successful Offeror in order to complete its investigation and evaluation. Failure of the apparent successful Offeror to demonstrate Responsibility, as required under OAR 125-247-0500, shall render the Offeror non-responsible and shall constitute grounds for Offer rejection.

D.8 OFFERORS MUST PROVIDE ONE (1) REFERENCE HAVING CONTRACT(S) WITH OFFEROR WITHIN THE PAST TWENTY-FOUR (24) MONTHS THAT ARE EQUIVALENT IN TYPE TO THE TERMS CONTEMPLATED IN THIS ITB:

D.8.1 OFFEROR REFERENCE #1:

FIRM NAME:

ADDRESS:

CONTACT PERSON:

POSITION TITLE:

TELEPHONE NUMBER:

SECTION E- RECYCLED PRODUCTS CERTIFICATION (PART A)

Offerors shall use recyclable products to the maximum extent economically feasible in the performance of the Contract.

"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 its total weight consisting of post-consumer waste. "Recycled product" includes any product that could have been disposed of as 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)(ii)

"Post-consumer waste" means a finished material that 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)(u)

"Secondary waste materials" means fragments of products or finished products of a manufacturing process that 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)(jj)

"Recycled PETE" means post-consumer polyethylene terephthalate material. ORS 279A.010(1)(hh)

SECTION E- RECYCLED PRODUCTS CERTIFICATION (PART B)

I, the undersigned duly authorized representative of the Offeror, hereby certify that the following product, offered in this Offer contain the following minimum percentages:

Identify the Good and respond to the following regarding that Good:

- a) % (recycled product as defined in ORS 279A.010(1)(ii) _____
- b) % (post-consumer waste as defined in ORS 279A.010(1)(u) _____
- c) % (secondary waste materials as defined in ORS 279A.010(1)(jj) _____
- d) % (recycled PETE product as defined in ORS 279A.010(1)(hh) _____

Offeror must provide a separate signed Recycled Product Certification for each Good identified.

Signature of Authorized Representative

Typed or Printed Name of Authorized Representative

Title

SECTION F- RESIDENCY INFORMATION (PART A)

ORS 279A.120 states "In determining the lowest responsible bidder, a public contracting agency shall, for the purpose of awarding the contract, add a percent increase on the bid/proposal 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/proposal 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: Offeror 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:

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SECTION F- RESIDENCY INFORMATION (PART B)

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

CONTRACT

BETWEEN

STATE OF OREGON,

ACTING BY AND THROUGH ITS

DEPARTMENT OF ADMINISTRATIVE SERVICES ("P&D")

For the Benefit of the Department of Transportation

AND

("Contractor")

Table of Contents

SECTION 1 - DEFINITIONS
SECTION 2 - STANDARD CONTRACT TERMS AND CONDITIONS
SECTION 3 - SPECIAL CONTRACT TERMS AND CONDITIONS
SECTION 4 - INSURANCE REQUIREMENTS
SECTION 5 - SPECIFICATIONS
SECTION 6 - PRICING (ATTACHMENT A)
SECTION 7 - CERTIFICATION OF COMPLIANCE WITH TAX LAWS
SECTION 8 - CERTIFICATION OF COMPLIANCE WITH NONDISCRIMINATION LAWS
SECTION 9 - CONTRACTOR'S SIGNATURE PAGE -SECTION
SECTION 10 - AWARD AND STATE SIGNATURE PAGE
ADDENDA (IF ANY)

CONTRACT

This Contract is between the State of Oregon, acting by and through its Department of Administrative Services ("P&D") for the benefit of the Department of Transportation (collectively, "Agency") and the undersigned ("Contractor").

RECITALS

A. P&D issued ITB #450-1132448-12 seeking offers from qualified and responsible vendors to provide Goods, described in Sections 5 and 6 of this Contract; and

B. Contractor submitted an Offer in response to the ITB offering to provide the Goods as set forth in Section 5 at the price set forth in Section 6 pursuant to the terms and conditions set forth herein; and

C. P&D, by its execution of Section 10 hereof, has accepted Contractor's offer to the extent set forth in section 10.

AGREEMENT

In consideration of the foregoing recitals and subject to the covenants, terms and conditions set forth below Contractor agrees to sell and P&D agrees to purchase the Goods described herein.

1.0 DEFINITIONS

1.1 "Agency" means the State agencies listed above for whose benefit P&D has entered into this Contract for the purchase of the Goods.

1.2 "Contract" means the entire agreement between P&D and Contractor consisting of (i) this document and all exhibits, (ii) Purchase Orders, and (iii) any amendments.

1.3 "Goods" means the individual items and related Services described in Sections 5 and 6.

1.4 "Purchase Order" or "Order" means the documentation, including but not limited to purchase orders, delivery orders and notices to proceed that are submitted to Contractor by P&D or Agency initiating the purchase and delivery of Goods under this Contract.

1.5 "Services" means the services, if any, described in Sections 5 and 6 to be performed by Contractor under the Contract that are incidental to the purchase of Goods.

1.6 "Specifications" means the specific attributes of the Goods to be purchased or Services to be performed, if any as described in Section 5.

1.7 "P&D" means the State of Oregon acting by and through its Department of Administrative Services - Publishing & Distribution Division.

1.8 "Standard" means everything related to the Goods that the Contractor offers to the general public as standard.

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

1.10 "UCC" means the Uniform Commercial Code as set forth in ORS chapters 71 and 72.

2.0 - STANDARD CONTRACT TERMS AND CONDITIONS

2.1 ORDER OF PRECEDENCE: Whenever possible, all terms and conditions are to be harmonized. In the event of a conflict between the Standard and Special Contract Terms and Conditions, the Special Contract Terms and Conditions take precedence, except in the event the Standard term in question is required by law. In the event of any other conflict, the Contract will be interpreted in the following order of precedence: (i) amendments, (ii) addenda, (iii) the Special Contract Terms and Conditions, (iv) Specifications, and (v) these Standard Contract Terms and Conditions.

2.2 PAYMENT: Contractor shall look solely to AGENCY/APPROVED DISTRIBUTORS for payment of all amounts that may be due under this Contract. Agency/Approved Distributors are solely responsible for payment under this Contract. Payment is due by Agency/Approved Distributors within forty-five (45) days after the date of the invoice.

2.3 OVERDUE CHARGES: At Contractor's option, it may 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) in accordance with the provision of ORS 293.462(4).

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

2.5 INVOICES: Contractor shall invoice Agency/Approved Distributors upon acceptance by Agency/Approved Distributors of the entire order. Invoices shall be sent to the Agency/Approved Distributors specified in the Purchase/Work 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.

2.6 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.

2.6.1 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 P&D and to

Agency. This provision applies to comparable goods and services, and to purchase volumes by P&D or 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.

2.6.2 Section 2.6.1 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 2.6.1.

2.7 INSPECTIONS/ACCEPTANCE: The Agency/Approved Distributors 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, P&D or Agency/Approved Distributors 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.

2.7.1 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.

2.7.2 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 2.7 precludes P&D from other remedies to which it may be entitled upon rejection or revocation of acceptance.

2.8 REPRESENTATIONS; WARRANTIES:

2.8.1 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.

2.8.2 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 warranty period specified in Section 3. Contractor further represents and warrants that all Goods are in compliance with and meet or exceed all Specifications set forth in section 5, Specifications.

2.8.3 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.

2.8.4 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 P&D or Agency hereunder.

2.8.5 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.

2.8.6 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 P&D and Agency the broadest warranty protection available.

2.8.7 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.

2.9 COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS:

2.9.1 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.

2.9.2 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)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), other recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)), and other recycled plastic resin products.

2.9.3 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 P&D and Agency of any such required modifications upon receipt of knowledge or notification of such.

2.9.4 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 P&D and the Agency of the recall or non-compliance, and shall provide copies of the notice or other documentation. P&D 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.

2.10 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.

2.11 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.

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

2.13 FORCE MAJEURE: Neither P&D or 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. P&D may terminate the Contract upon written notice after reasonably determining that such delay or default will likely prevent successful performance of the Contract.

2.14 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 4. 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.

2.15 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.

2.16 Independent Contractor Status; Responsibility for Taxes and Withholding:

2.16.1 Contractor shall perform all Services as an independent Contractor. Although P&D and Agency reserve 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, P&D and 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.

2.16.2 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, P&D or Agency.

2.16.3 Contractor is 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.

2.17 INDEMNIFICATION:

2.17.1 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. P&D OR AGENCY SHALL PROMPTLY NOTIFY CONTRACTOR IN WRITING OF ANY CLAIM OF WHICH P&D OR AGENCY, RESPECTIVELY, 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, P&D, 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.

2.17.2 The Oregon Attorney General must give written authorization to any legal counsel purporting to act in the name of, or represent the interests of, the State or its officers, employees and agents prior to such action or representation. Further, the State, 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 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 or that of its officers, employees, or agents under (i) and (ii) above.

2.18 Events of Default.

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

2.18.1.1 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

2.18.1.2 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 P&D's notice of default or such longer period as P&D may specify in such notice; or

2.18.1.3 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 P&D's notice of default or such longer period as P&D may specify in such notice.

2.18.2 Default by P&D. P&D shall be in default under this Contract if:

2.18.2.1 Agency/Approved Distributors 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

2.18.2.2 P&D or 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 P&D or 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.

2.19 REMEDIES

2.19.1 State's Remedies. In the event Contractor is in default under Section 2.18.1, in addition to the remedies afforded elsewhere herein, P&D, 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. P&D 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:

2.19.1.1 Termination of this Contract under Section 2.23.2;

2.19.1.2 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;

2.19.1.3 Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief; and

2.19.1.4 Exercise of its right of setoff, and withholding of monies otherwise due and owing in an amount equal to P&D's setoff, without penalty.

These remedies are cumulative to the extent the remedies are not inconsistent, and P&D 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 Section 2.18.1, the rights and obligations of the parties shall be the same as if this Contract was terminated pursuant to Section 2.23.2.1.

2.19.2 Contractor's Remedies. In the event P&D terminates the Contract for convenience under Section 2.23.2, or in the event P&D is in default under Section 2.18.2 and whether or not Contractor elects to exercise its right to terminate the Contract under Section 2.23.3, Contractor's sole remedy shall be (a) A claim against Agency/Approved Distributors for the unpaid price for any Goods delivered and accepted by Agency/Approved Distributors; (b) with respect to Services compensable on an hourly basis, a claim against Agency/Approved Distributors for unpaid invoices, hours worked but not yet billed and authorized expenses for Services completed and accepted by Agency/Approved Distributors; and (c) with respect to deliverable-based Services, a claim against Agency/Approved Distributors for the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by Agency/Approved Distributors, 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/Approved Distributors upon written demand.

2.20. ATTORNEYS' FEES: With the exception of defense costs and expenses pursuant to 2.17.2, 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.

2.21 TERM OF CONTRACT; PRICES: In consideration of the award of this Contract to Contractor and P&D's ongoing authorization of Agency to make Orders resulting from this Contract, Contractor agrees to deliver all Goods and provide all Services ordered by Agency in accordance with the terms, conditions and pricing of this Contract for the Term of this Contract or any extension thereof. Initial term of the Contract shall be one (1) year, beginning on the date the Contract is awarded. Upon concurrence of the parties, the Contract may be extended for additional terms (each an "Extension Term"), provided, however, that the maximum duration of the Contract, including all extensions, shall be five (5) years.

2.22 EXTENSIONS: P&D shall notify Contractor in writing of the State's intent to extend the Contract ("Renewal Notice") at least thirty (30) days prior to the expiration of the then-current term. If Contractor consents to the extension, it shall sign and return the Renewal Notice to P&D within the time period specified therein. If Contractor does not consent, the Contract shall expire according to its terms, unless earlier terminated.

2.22.1 THREE MONTH EXTENSION OPTION: The State reserves the right in its sole discretion to extend the Contract for a maximum of one (3) three calendar month period beyond any term. P&D shall notify Contractor in writing of the three-month extension prior to the expiration of the then-current term. Price adjustments are not available for the three-month extension obtained pursuant to this Section 2.22.1.

2.23 TERMINATION:

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

2.23.2 P&D:

2.23.2.1 P&D may, at its sole discretion, terminate the Contract, for convenience upon 30 days written notice.

2.23.2.2 P&D is excused from performance and may in its sole discretion terminate the Contract immediately upon notice to Contractor, or at such later date as P&D 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 2.23.2.2, upon receipt of written notice of termination, Contractor shall stop performance under the Contract as directed by P&D.

2.23.3 CONTRACTOR: Contractor may terminate the Contract immediately upon notice to P&D, or at such later date as it may establish in such notice as set forth in Section 2.18.2.1, upon Agency's failure to pay for the Goods, in accordance with the terms of this Contract.

2.24 ACCESS TO RECORDS: Contractor shall retain, maintain, and keep accessible all records relevant to the Contract (the "Records") for 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 2.24, 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.

2.25 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 10. Contractor's authorized representative shall be the individual identified in Section 9. 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.

2.26 PURCHASE ORDERS; WORK ORDERS: 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 Work Orders 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.

2.26.1 Method of Ordering: All orders resulting will be made throughout the year directly to the Contractor by ODOT-DMV or one of the Authorized Distributors only. P&D will issue one Purchase Order per year. Contractor will submit invoices directly to the Agency/Authorized Distributor according to billing information provided by ODOT-DMV. Contractor shall look solely to the invoiced Agency/Authorized Distributor for payment of invoice.

Itemized Invoices are to be submitted after each delivery in duplicate to the Agency or Authorized Distributors, as appropriate, named in the ITB under 5.2.1. Each invoice must clearly identify the contract number, the ordering agency/business name, the form number and name and quantity ordered.

2.27 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.

2.28 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.

2.29 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.

2.30 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.

2.31 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 P&D. 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.

2.32 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.

SECTION 3 - SPECIAL CONTRACT TERMS AND CONDITIONS

3.1 USAGE/QUANTITY QUARTERLY REPORTS. Contractor shall provide quarterly reports to:

Publishing and Distribution
Attn: Pat Smith, Contract Services
550 Airport Rd SE
Salem OR 97301

Quarterly Reports MUST include:
AGENCY NAME OR APPROVED VENDOR NAME
Date of Order
Quantity
Cost

Questions on quarterly reports are to be directed to Pat smith at 503-373-1769.

3.2 STOCK ESCALATION: N/A

SECTION 4 - INSURANCE REQUIREMENTS

4.1 REQUIRED INSURANCE. Contractor shall obtain at Contractor's expense the insurance specified in this section 4 prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract and all warranty periods. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in State and that are acceptable to Agency.

4.2 WORKERS COMPENSATION. All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements.

4.3 . EMPLOYERS' LIABILITY. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall obtain employers' liability insurance coverage. Contractor shall provide proof of insurance of not less than the following amounts as determined by the Agency:

\$1,000,000 Per occurrence

4.4 Commercial General Liability. Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to the State. This insurance shall include personal injury liability, products, and completed operations. Coverage shall be written on an occurrence basis. Contractor shall provide proof of insurance of not less than the following amounts as determined by the Agency:

Bodily Injury/Death:

Per occurrence limit for any single claimant: \$1,000,000.

Per occurrence limit for multiple claimants: \$2,000,000.

AND

Property Damage:

Per occurrence limit for any single claimant: \$100,000

Per occurrence limit for multiple claimants: \$500,000

4.5 ADDITIONAL INSURED. The Commercial General Liability insurance and Automobile Liability insurance required under this Contract shall include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

4.6 NOTICE OF CANCELLATION OR CHANGE. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without sixty (60) days' written notice from the Contractor or its insurer(s) to P&D. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by P&D.

4.7 CERTIFICATE(S) OF INSURANCE: Contractor shall provide to Agency Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any. The Contractor shall immediately notify the Department of Transportation of any change in insurance coverage.

SECTION 5 - SPECIFICATIONS

5.1 GENERAL PROVISIONS:

5.1.1 SILENCE OF SPECIFICATIONS: The apparent silence of the Specifications and/or any supplemental 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. However, 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, Contractor shall seek a formal request for change. Failure to make such a request is at Contractor's risk, and Contractor shall be required to provide Goods meeting the Agency's needs with regard to any omitted specification for which change should reasonably have been sought

5.1.2 ADHERENCE TO THE SPECIFICATIONS: Deviations discovered after purchase shall be corrected at no cost to P&D or to Agency.

5.2 TECHNICAL SPECIFICATIONS:

5.1.2 ADHERENCE TO THE SPECIFICATIONS: Deviations discovered after purchase shall be corrected at no cost to P&D or to Agency.

5.2 DELIVERY:

5.2.1 DELIVERY DATE REQUIRED: Contractor must make delivery of the Goods to a secure location within Oregon, provided by Contractor in order to store and inventory stock. Authorized Distributors will contact Contractor directly for orders. Currently there is a total of four (4) secondary Authorized Distributors. However, additional Authorized Distributors may be added throughout the life-time of the Contract while others may be removed. All Authorized Distributors must be approved by ODOT DMV to be added or removed from the approved list of Authorized Distributors. Distributions currently are to be made to a total of 4 secondary Authorized Distributors (one in Portland OR, three in Salem OR) at addresses provided below and approved by ODOT DMV. No initial distribution.

Approved Distributors:

**Dept of Transportation
Support Service Storeroom
455 Airport Rd SE, Bldg K
Salem OR 97301-5348**

NOTE: Billing address is:

ODOT Financial Services MS-21 – 355 Capitol St NE, Rm 434, Salem OR 97301

Delivery and Billing addresses of the Authorized Distributors:

**OADA
777 NE 7th
Portland OR 97432**

**OIADA
1475 Capitol St NE
Salem OR 97301**

**OVDA
6952 Osprey Ct SE, Salem OR 97306
Salem OR 97302**

5.3 TECHNICAL SPECIFICATIONS:

5.3.1 STYLE:

Both Items: Multiple part carbonless unit set form with security features and top pasted stub

5.3.2 SIZE:

Both Items: Torn out size: 8-1/2" x 11"

5.3.3 PAGES:

Item 1: Four plies

Item 2: Five plies

5.3.4 STOCK:

Item 1: All carbonless stock must be black image.

Ply 1: 24# white security stock, a true watermark and chemical reaction to at least 8 commonly used chemicals (Fourdrinier Watermark Paper, Appleton DocuCheck or Mead Defensa) or equivalent

Ply 2: 17# white Self-Contained CB

Ply 3: 14# white CFB

Ply 4: 15# white CF

Item 2: All carbonless stock must be black image.

Ply 1: 20# white bond

Ply 2: 24# white security stock, a true watermark and chemical reaction to at least 8 commonly used chemicals (Fourdrinier Watermark Paper, Appleton DocuCheck or Mead Defensa) or equivalent

Ply 3: 17# white Self-Contained CB

Ply 4: 14# white CFB

Ply 5: 15# white CF

NOTE: Alternate stock must meet all requirements to be considered equivalent. Bidder must provide documentation *from manufacturer* to show that alternate stock meets *all* requirements.

5.3.5 INK:

Item 1: Face: Eraser sensitive process blue (cyan) plus black;

All other plies: Black

Item 2: Face: Plies 1, 3, 4 and 5: Black;

Ply 2: Eraser sensitive PMS 185 red plus black

Ink Density: Ink density and densitometer readings on screen feature must remain consistent throughout each lot.

5.3.6 COMPOSITION:

Electronic files and samples from previous production of both items available for vendor pick up at Publishing and Distribution in Salem OR at bid award. **Note: Absolutely no vendor advertising or trademarks are permitted.**

Item 1: Prints face only. All plies print same copy except ply 1 requires a graduated color screen that overprints in black. All Plies print one line of micro printing. Text on all plies print black. There are no bleeds (sufficient lock up allowed). Note alpha prefix included in base ink plate.

Item 2: Prints face only. Ply 1 prints different copy than plies 2 thru 5. Plies 2 thru 5 print the same copy except that ply 2 requires a graduated color screen that overprints in black. Form prints one line of micro printing, micro line prints on parts 2 thru 5 only. Text on all plies print black. There are no bleeds (sufficient lock up allowed). Note alpha prefix included in base ink plate.

Both Items: Security Features Required: Security features are required to be printed as part of these items. Both items include a security background (same for both items) to deter color copying, eraser sensitive inks for the prevention of alterations, sensitized (safety) paper to detect chemical alteration; micro printing (same for both items but different positions), to deter copying and counterfeiting. Vendor must

guarantee results of security features to be satisfactory deterrents to color copying and counterfeiting.

5.3.7 PROOF:

Contractor shall deliver all proofs by courier with receipt signature required. Contractor shall mark packages with "Proof enclosed, please expedite." Fax proofs are NOT acceptable. A minimum of **five (5)** working days are required for approval of each proof type. Contractor shall send paper proof of all items to:

ODOT

Dave Pritchard

1905 Lana Avenue NE

Salem OR 97314.

Proofs (if required) must show collation, numbering positions, micro lines and screens. Proof must be made into a construction dummy.

No proofs required on printings with no changes (exact reprints).

5.3.8 OTHER:

Number: Both items: Seven digit consecutive number in one position in red, parallel to stub on all parts of both items. Press numbering required on all parts. Crash numbering is not acceptable. No overrun/underrun/missing/duplicate numbers acceptable as part of initial or any additional orders. Vendor to send certification of no over/under/missing/duplicate numbers for initial and all additional and optional orders to Dave Pritchard at proof address within five (5) business days from production. A different alpha prefix is used for each item and may be plated in base color. Number series for items:

Item 1: 4175001 and up

Item 2: 4870001 and up

Note: No vendor advertising or trademarks allowed. Orders containing advertising or trademarks may be rejected at the option of the State.

5.3.9 USAGE:

Forms to be purchased by secondary distributors for distribution to end users. Entries made by hand or machine (typewriter or impact printer). Forms are decollated/separated by hand, individual plies are them distributed.

5.3.10 **Quantities/Availability of stock levels:**

Contractor agrees to notify Agency when stock of either item reaches an estimated 2 month supply (estimated usage for two months for Item 1 - 40/M to 75/M; Item 2 - 10/M to 15/M) and at other points as needed to assure availability of stock. Agency will be responsible for purchasing of up to a 2 month (VENDOR MAY PRODUCE A 6 MONTH SUPPLY AT THE BEGINNING OF THE CONTRACT FOR INITIAL DISTRIBUTION) after initial quantities are used) supply of either form if this Contract expires or changes to the forms are required. In addition, Contractor must provide inventory reports to Agency no later than 90 calendar days (or Monday if 90 calendar days falls on weekend) prior to end of the

Contract period, and prior to the expiration of any extension period. Contractor must Fax all inventory notices and reports to LORI BOWMAN • ODOT • (503) 945-5257.

Contractor must provide distribution to and invoicing of up to four different authorized secondary distributors.

Minimum order quantity for distribution is:

10,000 of ITEM 1, SECURE ODOMETER

2,500 of ITEM 2, SECURE POWER OF ATTORNEY.

The four approved secondary Authorized Distributors locations are one located in Portland OR, three located in Salem OR at addresses approved by Agency. Contractor guarantees delivery within five (5) business days from order unless arrangements/costs for sooner delivery are made and approved in advance.

Contractor must accept orders from secondary Authorized Distributors using procedures approved by the Agency. Contractor must have the capability of receiving electronic orders from Authorized Distributors by fax or other facility approved by the Agency.

5.3.11 Quality:

P&D and the ordering Authorized Distributors will perform random checks of product quality. The Contractor will be charged for any additional processing cost due to defective printing or trimming. A percent of "defective rate" or "defect rate" must not exceed one (1) percent or more of the quantity of documents covered by any purchase order. If the documents delivered under any purchase order violates this requirement, Agency or Authorized Purchaser shall be entitled to require Contractor to replace that entire order with non-defective documents at no additional cost to the Agency or the Authorized Purchaser.

5.3.12 Replacement of Forms: All products that do not meet the specifications of this ITB or of the specific purchase order shall be replaced within five (5) business days from the date that the Contractor is first notified of the problem by Agency or DAS P&D.

5.3.13 N/A

5.3.14 BINDING: BOTH ITEMS:

Top pasted and perforated stub. Line holes okay (no image)

5.3.15 PACKAGING:

Package each item separately.

Item 1: Shrink-wrap 100 forms per package, 500 forms per carton.

Item 2: Shrink-wrap 50 forms per package, 500 forms per carton.

Both Items: Cartons must be sized for solid pack and suitable for further distribution. Label each carton with item name and form number, purchase order number, quantity and number series in carton.

Contractor shall pack shipping containers as to secure the items and to prevent shifting, crushing, scuffing or damage in the shipping and storing operations

5.3.16 DELIVER FOB: Contactor shall deliver items as order by approved distributors only by FOB destination to the addresses specified under 5.2.1.

5.3.17 Provided Media

Contractor shall be provide electronic files. If the Contractor recreates (typesets) or modifies supplied materials in any way other than as indicated in the bid specifications, it is the Contractor's responsibility to notify the P&D Contact Person identified in Section 10 before proceeding.

5.3.18 Negatives/flats/discs/electronic files: All negatives, flats, discs, separations CD Images, ZIP cartridges, art work and latest versions of files become the property of the State of Oregon and shall be returned within 30 days of completion of printing to Publishing and Distribution, 550 Airport Rd SE, Salem OR 97301-6084. Lost or damaged photographs shall be compensated by the bidder at rates recommended by the American Society of Magazine Photographers.

5.3.19 Additional Charges/Changes

If a change is made to the Purchase Order that affects the cost, specifications or delivery date of the order to distributors, the Contractor must send a change notice request in writing to P&D prior to proceeding with the change. The change order request must include the reason for the change, the Bid number and the proposed new delivery date and total price. P&D may request additional information concerning the change order request. If the process is not followed, the Agency shall not be responsible for any costs not authorized in the Purchase Order.

SECTION 6 - PRICING SUBMITTAL PAGE is on Attachment A of the ITB. Contractor's completed Pricing Page is incorporated by reference into this Contract. Upon acceptance by P&D of Contractor's Offer, P&D will insert the Pricing Page into this Contract.

LEFT BLANK TO END OF PAGE & CONTINUED ON NEXT PAGE

SECTION 7 - CERTIFICATION OF COMPLIANCE WITH TAX LAWS

By my signature in Section 9 of this Contract, I, hereby attest or affirm under penalty of perjury: That I am authorized to act on behalf of the Contractor in this matter, that I have authority and knowledge regarding the payment of taxes, and that Contractor is, to the best of my knowledge, not in violation of any Oregon Tax Laws." For purposes of this certification, "Oregon tax laws" are those tax laws listed mean a state tax imposed by ORS 401.792 to 401.816 and ORS Chapters 118, 314, 316, 317, 318, 320, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and any local tax laws administered by the Oregon Department of Revenue under ORS 305.620.

SECTION 8 - CERTIFICATION OF COMPLIANCE WITH NON-DISCRIMINATION LAWS

By my signature in Section 9 of this Contract, I hereby attest or affirm under penalty of perjury: that I am authorized to act on behalf of Contractor in this matter, and to the to the best of my knowledge the Contractor has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts, and that the Contractor is not in violation of any Discrimination Laws.

SECTION 9 - SIGNATURE OF CONTRACTOR'S DULY AUTHORIZED REPRESENTATIVE

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

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

(1) He/she is a duly authorized representative of the Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract, if any, issued, and to execute this Contract on behalf of Contractor.

(2) Contractor is bound by and will comply with all requirements, Specifications, and terms and conditions contained in this Contract (including all listed attachments and Addenda, if any, issued).

(3) Contractor will furnish the designated Goods in accordance with the Contract Specifications and requirements, and will comply in all respects with the terms of the resulting Contract upon award; and

(4) All affirmations contained in Section C.3.1 of the ITB are true and correct.

Authorized Signature: _____

Title: _____

Contact Person (Type or Print): _____

Telephone Number: (_____) _____

SECTION 10, STATE SIGNATURE (to be completed by the State of Oregon)

The State of Oregon hereby accepts Contractor's offer and awards a Contract to the above Contractor for the item(s) and/or Service(s) designated in Section 6 (Pricing Matrix A).

Authorized Signature: _____

Date: _____

Term of Contract: _____

P&D Contact

Contact Person (Type or Print): _____

Telephone Number: (_____)_____

Fax Number: (_____)_____