



**PRICE AGREEMENT
WITH QUALIFIED REHABILITATION FACILITY
FOR THE PURCHASE OF OEM COMPATIBLE,
REMANUFACTURED TONER CARTRIDGES**



This Price Agreement is between the State of Oregon, acting by and through its Department of Administrative Services ("State") and Step Forward Activities, Inc., an Oregon nonprofit corporation, which is a Qualified Rehabilitation Facility ("Contractor").

RECITALS

The State of Oregon has enacted legislation to encourage and assist individuals with disabilities to achieve maximum personal independence through useful, productive and gainful employment by assuring an expanded and constant market for sheltered workshop and activity center products and services, thereby enhancing the dignity and capacity of such individual with disabilities for self-support and minimizing their dependence on welfare and need for costly institutionalization.

This legislation and the implementing rules (ORS 279.835 to 279.855 and OAR 125-055-0005 to 125-055-0045) provide that if any public agency intends to procure certain specified products or services, that public agency is required to procure such products or services from a qualified nonprofit agency for individuals with disabilities in accordance with rules adopted by, and at prices established by, the Oregon Department of Administrative Services.

Authorized Purchaser is interested in procuring the products described in this Price Agreement. Such products are on the list of specified products within the scope of the legislation described above.

Contractor is a qualified nonprofit agency for individual with disabilities and is an employer of individuals with disabilities whom the State seeks to benefit through the legislation described above. Contractor is in the business of providing products of the type sought by the Authorized Purchaser.

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

1. DEFINITIONS

- 1.1. **"Authorized Agency"** means those State Agencies that are subject to the procurement authority of the Director of the Department of Administrative Services (the "Department") pursuant to ORS 279A.050 and 279A.140 and with delegated authority pursuant to OAR 125-246-0170. This term also includes the Department when the Department is engaged in Public Contracting (as defined under ORS 279A.010(1)(aa)).
- 1.2. **"Authorized Purchaser"** means the State of Oregon, acting by and through DAS-SPO, Authorized Agencies, Independent Agencies and ORCPP Participants that have chosen to purchase Products under this Price Agreement.
- 1.3. **"DAS-SPO"** means the State Procurement Office of the State Services Division of the Oregon Department of Administrative Services.
- 1.4. **"Determination of Price"** means a determination by DAS-SPO, in accordance with OAR 125-055-0030, that the Prices are reasonable and adequate to recover for Contractor the

cost of raw materials, labor, overhead, delivery costs and an amount held in reserve for inventory and equipment replacement.

- 1.5. **“Effective Date”** means the date that this Price Agreement is fully executed by the Parties and all required State of Oregon approvals have been obtained.
- 1.6. **“Independent Agencies”** means those State Agencies with independent procurement authority pursuant to ORS 279A.050 and other provisions of applicable State law.
- 1.7. **“OAR”** means the Oregon Administrative Rules.
- 1.8. **“ORCPP”** means the Oregon Cooperative Purchasing Program and the participants in that program that include Independent Agencies, cities, counties, school districts, special districts, Qualified Rehabilitation Facilities (QRF’s), residential programs under contract with the Oregon Department of Human Services, United States governmental agencies, and American Indian tribes or agencies.
- 1.9. **“ORCPP Participants”** means ORCPP members in good standing that have chosen to purchase Products from the Contractor under this Price Agreement.
- 1.10. **“ORS”** means the Oregon Revised Statutes.
- 1.11. **“Price”** or **“Prices”** means the price to be paid to the Contractor by an Authorized Purchaser for the Products provided by the Contractor pursuant to a Purchase Order Contract issued in accordance with this Price Agreement.
- 1.12. **“Price Agreement”** means this agreement for the procurement of Goods.
- 1.13. **“Product”** or **“Products”** means those items identified in Attachment A.
- 1.14. **“Purchase Order Contract”** means the contract resulting from the issuance of a purchase order for the Product by an Authorized Purchaser that complies with the terms and conditions of this Price Agreement.
- 1.15. **“Qualified Rehabilitation Facility”** or **“QRF”** means an activity center or rehabilitation facility, which DAS-SPO has determined to be qualified under the QRF Statutes and QRF Rules.
- 1.16. **“QRF Rules”** means OAR 125-055-0005 through 125-055-0045, as amended from time to time, or successor rules implementing the QRF Statutes.
- 1.17. **“QRF Statutes”** means ORS 279.835 through 279.855, as amended from time to time, or a successor statute implementing the QRF policy of the State.
- 1.18. **“Re-determination of Price”** means an adjustment of the Price by DAS-SPO at the request of the Authorized Purchaser or the Contractor, in accordance with OAR 125-055-0030(7).
- 1.19. **“State”** means the State of Oregon and its boards, commissions, departments, institutions, branches and agencies.
- 1.20. **“UCC”** means the Uniform Commercial Code, ORS chapters 71 and 72 as amended from time to time.

2. AGREEMENT TO PROVIDE THE PRODUCTS

During the Term of this Price Agreement, Contractor agrees to provide the Products described in Attachment A, at the time and place, and on the terms and conditions requested by an Authorized Purchaser in a Purchase Order Contract.

3. TERM OF THIS PRICE AGREEMENT

- 3.1.** The initial term of this Price Agreement is two (2) years beginning on the Effective Date unless terminated earlier in accordance with the termination provisions of this Price Agreement (the "Initial Term"). The parties may agree to extend this Price Agreement for additional periods ("Extension Terms") in the manner set forth in Section 3.2 below. The Initial Term and all Extension Terms (the "Term") must not exceed five (5) years.
- 3.2.** DAS-SPO shall notify Contractor in writing if the State wishes to extend this Price Agreement ("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 DAS-SPO within the time period specified therein. If the Contractor does not consent, this Price Agreement expires according to its terms, unless earlier terminated.
- 3.3.** Notwithstanding the foregoing, the State reserves the right in its sole discretion to extend this Price Agreement for a maximum of one (1) calendar month beyond expiration of the Term. DAS-SPO shall notify Contractor in writing of the one-month extension prior to the expiration of the term. Consecutive one-month extensions under this Section are not allowed.

4. PRICING, INVOICING, AND PAYMENT

- 4.1.** Pursuant to the QRF Statutes and QRF Rule, DAS-SPO is required to determine the Price of goods offered for sale by Contractor to Authorized Purchasers. The Price must be reasonable and adequate to recover for Contractor the cost of raw materials, labor, overhead, delivery costs, and an amount held in reserve for inventory and equipment replacement, all in conformity with the QRF Rules.
- 4.2.** Authorized Purchaser shall compensate Contractor for Products provided according to the individual Product price specified in Attachment A. The parties agree that as of the Effective Date, the Determination of Price conforms to the QRF Rules and that the Price satisfies the standard described in Section 4.1.
- 4.3.** Upon delivery of the entire order, Contractor shall provide Authorized Purchaser with an itemized invoice of all Products delivered. Contractor shall submit itemized invoices in a format approved by the Authorized Purchaser and shall include in each invoice all supporting documentation requested by Authorized Purchaser. Contractor shall send invoices to the billing address specified in the Purchase Order Contract.
- 4.4.** Authorized Purchaser shall pay Contractor within thirty (30) days after the date of receipt of the invoice at the address specified in the invoice.
- 4.5.** Contractor may only assess overdue account charges in accordance with the provisions of ORS 293.462, up to a maximum rate or two-thirds of one percent per month (8% per annum).

- 4.6. The Authorized Purchaser obtaining Products under this Price Agreement is solely responsible for the payment of all amounts due to the Contractor as a result of the purchase of such Products. Contractor agrees to look only to the Authorized Purchaser for payment.
- 4.7. The Authorized Purchaser has seven (7) calendar days from the date of delivery of the entire order within which to inspect and accept or reject the Product(s). If the Product(s) are rejected, the Authorized Purchaser shall provide Contractor with written notification of rejection. The notice of rejection must include itemization of apparent defects, including, but not limited to, discrepancies between the Product and the applicable specifications or warranties (including variance from demonstrations or sample characteristics where demonstrations or samples have been provided), or otherwise nonconforming Product (including late delivery). The notice of rejection must also indicate whether cure will be allowed, according to the procedure in Attachment C, Section C.2.4.
- 4.8. If any Products are rejected or acceptance is revoked, the Contractor shall refund any Purchase Order Contract payments that have been made with regard to any rejected Products, and shall (at Contractor's sole cost and expense) remove such Product(s) within seven (7) calendar days of receiving notice of rejection or revocation of acceptance.

5. ADJUSTMENT OF PRICES

- 5.1. Either party may request a Price adjustment, in whole or in part, at any time during the Term of this Price Agreement in the event of (a) a change in the general scope of work under the Purchase Order Contract, which may include, but is not limited to, a change in the nature of the Products supplied under the Purchase Order Contract including quantity, quality or any specifications of the Products or (b) changes in the cost of producing the Products.
- 5.2. Requests for Price adjustments must be submitted in writing to the other party at least sixty (60) days prior to the proposed effective date, and must include supporting information and documents sufficient to demonstrate that the need for the adjustment is the result of the application of the criteria identified in Section 5.1.
- 5.3. In the event either party requests a Price adjustment, Authorized Purchaser shall promptly transmit a copy of the request to DAS-SPO and DAS-SPO shall make a Re-determination of Price in accordance with OAR 125-055-0030(7). The parties to this Price Agreement may submit such comments and additional information as they desire to DAS-SPO in connection with its consideration of the adjustment request.
- 5.4. DAS-SPO shall make its Re-determination of Price promptly upon receipt of a request for a Price adjustment. DAS-SPO shall advise the parties when the decision has been made on the adjustment request. Any adjustment to the Prices takes effect on the later of (a) the proposed effective date as contained in the adjustment request or (b) fifteen (15) days after DAS-SPO's decision on the Re-determination of Price.

6. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

- 6.1. Contractor warrants that Contractor has the power and authority to enter into and perform this Price Agreement and the resulting Purchase Order Contracts and that when

executed and delivered, (a) this Price Agreement constitutes a valid and binding obligation of the Contractor, enforceable in accordance with its terms, and (b) when executed and delivered by the Authorized Purchaser, a Purchase Order Contract constitutes a valid and binding obligation of Contractor enforceable in accordance with its terms.

- 6.2. Contractor warrants that all Products are new, unused, current production models, where applicable, and are free from defects in materials, design, and workmanship.
- 6.3. Contractor warrants that it has the skill and knowledge possessed by well-informed members of its industry, trade, or profession; and Contractor will apply that skill and knowledge with care and diligence to provide the Products in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession.
- 6.4. Contractor warrants that all Products are free and clear of any liens or encumbrances, and that Contractor has full legal title to the Products, and that no other person has any right, title, or interest in the Products that is superior to or infringe upon the rights granted to the State or any Authorized Purchaser hereunder.
- 6.5. Contractor shall transfer all manufacturer warranties covering the Products and component parts, if any, to the Authorized Purchaser at the time of delivery of the Products at no charge.
- 6.6. Contractor warrants that, at all times during the Term of this Price Agreement, it is in compliance with all applicable license requirements including but not limited to professional, business and corporate licenses and those that are specific to the Products to be provided under this Price Agreement.
- 6.7. Contractor warrants that it qualifies as a "qualified nonprofit agency for individuals with disabilities" as defined in ORS 279.835(5).
- 6.8. Contractor warrants that all individuals employed as individuals with a disability by the Contractor are individuals with disabilities within the meaning of the QRF Statutes and QRF Rules. Contractor shall maintain documentation in its file on each such individual's status as an individual with disabilities.
- 6.9. During the term of this Price Agreement, Contractor shall comply with the applicable requirements of the QRF Statutes and the QRF Rules.
- 6.10. Contractor warrants that Products and incidental services provided under the Purchase Order 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.
- 6.11. Contractor warrants that it has not submitted false or misleading information in connection with its application for QRF status, or in connection with a Determination of Price; and will not submit false or misleading information in connection with the Contractor's continuing qualifications to maintain the listing of its Products on the procurement list of qualified QRFs or in connection with a Determination of Price.
- 6.12. The warranties set forth in this Section 6 are in addition to, and not in lieu of, any other warranties provided in this Price Agreement, any resulting Purchase Order Contract or the UCC. All warranties provided in this Price Agreement and any resulting Purchase

Order Contract are cumulative, and are to be interpreted expansively so as to afford the State and any Authorized Purchaser the broadest warranty protection available.

7. TERMINATION OF THIS PRICE AGREEMENT

- 7.1. The State and Contractor may terminate this Price Agreement at any time by mutual written consent.
- 7.2. The State, may, at its sole discretion, terminate this Price Agreement upon thirty (30) days written notice to Contractor.
- 7.3. The State, may, at its sole discretion, terminate this Price Agreement upon thirty (30) days written notice to Contractor upon the occurrence of any of the following events:
 - 7.3.1. Federal or State laws, regulations, or guidelines are modified or interpreted in such a way that either providing the Products under the Purchase Order Contract is prohibited or Authorized Purchaser is prohibited from paying for such Products from the planned funding source; or
 - 7.3.2. Contractor no longer holds any license, certificate, or certification that is required to manufacture the Product or to qualify as a QRF.
- 7.4. The State may terminate this Price Agreement if Contractor is in default under this Price Agreement.
- 7.5. The Contractor has no unilateral right to terminate this Price Agreement prior to the expiration or termination of the Term of this Price Agreement. The Contractor may refuse to provide products under this Price Agreement if the Authorized Purchaser fails to pay invoiced charges in accordance with Section 4 above, and such invoices remain unpaid for sixty (60) days after the receipt of an invoice for the charges. Contractor shall not terminate a Purchase Order Contract, under this subsection, if a good faith dispute exists between Contractor and Authorized Purchaser with respect to the amount in dispute. Violation of this subsection may render Contractor in default under Section 20 of this Price Agreement and subject Contractor to liability for damages.
- 7.6. Upon receiving a notice of termination of this Price Agreement, Contractor shall immediately cease all activities under this Price Agreement, unless the State expressly directs otherwise in such notice of termination. Contractor shall also immediately deliver to the State and to each Authorized Purchaser for which it is providing Products, all Authorized Purchaser documents, information, and other Authorized Purchaser property in its possession.

8. PURCHASE ORDER CONTRACT PROCESS

To obtain Products under this Price Agreement, an Authorized Purchaser shall issue a Purchase Order Contract that meets the requirements contained in Attachment C. Issuance of a Purchase Order Contract constitutes an acceptance of the Contractor's offer to provide Products, extended by virtue of its execution of this Price Agreement.

9. VOLUME SALES REPORTS

- 9.1. Contractor shall submit a quarterly Volume Sales Report ("VSR") to DAS-SPO, not later than two months after the end of the quarter that contains: (i) complete and accurate details of the total sales for the quarter; and (ii) such other information as

DAS-SPO may request. Contractor shall send a VSR each quarter, whether or not there are reportable sales.

9.2. Contractor shall provide the following information on the VSR:

Price Agreement number

Authorized Purchaser

Purchase Order Contract number

Date ordered

Item number of Product(s) ordered

Quantity of Product(s) ordered

Unit purchase price and extended total for each item ordered

9.3. VSR FORMAT - Contractor shall provide all reports in a format approved by the State. Unless instructed otherwise by DAS-SPO, Contractor shall submit reports by e-mail to the DAS-SPO State Procurement Analyst assigned to this Price Agreement.

9.4. DAS-SPO may, at its sole discretion, permit reports by other than email. All report formats, other than electronic, must be approved and agreed upon by DAS-SPO and Contractor prior to submission of the first report.

9.5. DAS-SPO's receipt or acceptance of any of the reports furnished pursuant to this Price Agreement does not preclude DAS-SPO from challenging the validity of the report or of any amounts paid under this Price Agreement at any time.

9.6. ANY FAILURE BY CONTRACTOR TO SUBMIT TIMELY VSRs CONSTITUTES A DEFAULT UNDER THIS PRICE AGREEMENT AND DAS-SPO RESERVES THE RIGHT TO TERMINATE THIS PRICE AGREEMENT IF VSRs ARE NOT RECEIVED AS SCHEDULED.

9.7. Contractor shall permit the State, by itself or by a person authorized by it, to audit Contractor's records and other pertinent data to determine and verify the figures reported in any VSR furnished by Contractor and other pertinent data made available to DAS-SPO or its authorized representative. Any such audit must be conducted during Contractor's regular business hours upon reasonable notice at Contractor's business premises.

10. COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS

10.1. The State's performance under this Price Agreement is conditioned upon Contractor's compliance with the obligations of contractors contemplated under ORS 279B.220, 279B.230 and 279B.235, which are incorporated by reference herein. In addition, Contractor shall comply with all federal, state and local laws, rules, regulations, executive orders and ordinances applicable to this Price Agreement, all of which are incorporated herein by reference to the extent that they are applicable to this Price Agreement. Contractor shall, to the maximum extent economically feasible in the performance of this Price Agreement or Purchase Order

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

10.2. In the event any Product or component part is recalled by a regulatory body or the manufacturer, or discovered by Contractor not to be in compliance with the applicable standards, Contractor shall immediately notify the Authorized Purchaser of the recall or non-compliance, and shall provide copies of the notice or other documentation to the Authorized Purchaser. Contractor shall promptly remove the Product at its sole cost and expense, and reimburse Authorized Purchaser for payments made. Authorized Purchaser may elect to:

10.2.1. Cancel any portion of the Purchase Order Contract;

10.2.2. Reject the Product(s);

10.2.3. Revoke its acceptance of the Product(s);

10.2.4. Terminate the Purchase Order Contract in whole or in part, based upon such recall or non-compliance.

11. CONFLICT BETWEEN PRICE AGREEMENT AND STATE AND FEDERAL LAW

In the event of a conflict between the terms of this Price Agreement and applicable federal and State laws, the federal or State laws 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 applies. Contractor is responsible for making any modifications required to achieve compliance with the required laws and standards. Contractor shall notify DAS-SPO and Authorized Purchasers of any such required modifications upon receipt of knowledge or notification of such.

12. MATERIAL SAFETY DATA SHEET

At the time of delivery of any Product under a Purchase Order Contract, Contractor shall provide the Authorized Purchase with a Material Safety Data Sheet as defined by OSHA for any Products provided that may release or otherwise result in exposure to hazardous chemicals under normal conditions of use. In addition, Contractor must properly label, tag, or mark such Products.

13. TIME IS OF THE ESSENCE

Contractor agrees that time is of the essence in Contractor's performance of its obligations under this Price Agreement and any resulting Purchase Order Contract.

14. FORCE MAJEURE

Neither the State nor Contractor is responsible for delay or default caused by fire, riot, acts of God, war, or any other cause 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 this Price Agreement. The State may terminate this Price Agreement upon written notice after reasonably

determining that such delay or default will likely prevent successful performance of this Price Agreement.

15. INSURANCE

Contractor shall obtain prior to the Effective Date of this Price Agreement, and maintain during the Term of this Price Agreement, the insurance required as provided in Attachment B. With regard to workers' compensation insurance, all employers, including Contractor, that employ subject workers who work under this Price Agreement 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.

16. FUNDS AVAILABLE AND AUTHORIZED; PAYMENTS

If Authorized Purchaser is an Authorized Agency or an Independent Agency, such Authorized Purchaser represents that it has sufficient funds available and authorized within its biennial appropriation or limitation to pay the cost of purchases under this Price Agreement prior to the end of the current biennium. Contractor understands and agrees that such an Authorized Agency's or Independent Agency's payment of amounts under this Price Agreement attributable to purchases made after the last day of the current biennium is contingent on that Authorized Purchaser's receiving from the Oregon Legislative Assembly appropriations, limitations, or other expenditure authority sufficient to allow it, in the exercise of its reasonable administrative discretion, to continue to make payments under this Price Agreement.

17. INDEPENDENT CONTRACTOR STATUS; RESPONSIBILITY FOR TAXES AND WITHHOLDING

- 17.1. Contractor's performance under this Price Agreement or any Purchase Order Contract is as an independent contractor. Although the State reserves the right (i) to determine (and modify) the delivery schedule for the Products to be provided and (ii) to evaluate the quality of the completed performance, Authorized Purchaser cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of providing any Products required by a Purchase Order Contract.
- 17.2. If Contractor is currently performing work for the State or the federal government, Contractor, by signature to this Price Agreement, declares and certifies that: Contractor's work to be performed under a Purchase Order Contract creates no potential or actual conflict of interest as defined by ORS 244 and no State or federal rules or regulations would prohibit Contractor's performance under a Purchase Order Contract. Contractor is not an "officer", "employee", or "agent" of the State or any Authorized Agency or Independent Agency, as those terms are used in ORS 30.265.
- 17.3. Contractor is responsible for all federal and state taxes applicable to compensation or payments paid to Contractor under this Price Agreement and, unless Contractor is subject to backup withholding, Authorized Purchaser 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 Price Agreement, except as a self-employed individual.

18. INDEMNIFICATION

- 18.1.** Contractor shall defend, indemnify and hold harmless the State and its officers, employees and agents ("Indemnified Party" or "Indemnified Parties") 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) asserted by a third party and arising out of the actual or alleged (a) breach of this Price Agreement, (b) the infringement of any patent, copyright, trade secret or other proprietary right of any third party by delivery or use associated with the Products provided, (c) failure by Contractor to comply with applicable law, or (d) misconduct, negligence or other intentional or culpable act, error or omission of Contractor, any subcontractor or their respective employees or agents in or associated with the performance of this Price Agreement ("Indemnified Claims").
- 18.2.** Upon receipt of notice that a third party is making a claim against an Indemnified Party, the Indemnified Party receiving notice of the claim shall notify Contractor and provide copies of all documents, if any, from the third party describing the claim. If the Indemnified Party determines that the asserted claim in whole or in part may be an Indemnified Claim, it may tender the Indemnified Claim in whole or in part to Contractor pursuant to subsection 19.1.
- 18.3.** Contractor's liability under this Section 18 does not extend to that portion of a claim caused by (a) the negligent or willful misconduct of the Indemnified Party or (b) a material breach of this Price Agreement or a resulting Purchase Order Contract by the Indemnified Party.
- 18.4.** Neither Contractor nor any attorney engaged by Contractor shall defend any claim in the name of the State nor purport to act as legal representative of the State without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Contractor is prohibited from defending the State, or that Contractor is not adequately defending the State's interests, or that an important governmental principle is at issue or that it is in the best interests of the State to do so. The State reserves all rights to pursue any claims it may have against the Contractor if the State elects to assume its own defense.

19. DEFAULT

Contractor is in default under this Price Agreement under the following circumstances:

- 19.1.** Contractor commits any material breach or default of any covenant, warranty, obligation or certification under this Price Agreement and such breach, default or failure is not cured within ten (10) business days after delivery of a notice of default, meeting the standards of Section 23, by the State or such longer period as the State may specify in such notice.

- 19.2. Contractor loses its QRF status pursuant to the QRF Rules or loses any license, certificate or certification that is required to qualify as a QRF.
- 19.3. Contractor institutes or has instituted against it, insolvency, receivership or bankruptcy proceedings or makes a general assignment for the benefit of creditors; or ceases doing business on a regular basis of the type identified in its obligations under this Price Agreement.
- 19.4. Contractor no longer holds a license or certificate that is required for Contractor to perform its obligations under this Price Agreement and Contractor has not obtained such license or certificate within ten (10) business days after delivery of a notice by the State or such longer period as the State may specify in such notice; or
- 19.5. Contractor attempts to assign rights in, or delegate duties under, this Price Agreement or any Purchase Order Contract.

20. REMEDIES

In addition to the remedies afforded elsewhere herein, the State is entitled to recover any and all actual consequential, indirect, and incidental damages suffered as the result of Contractor's breach of this Price Agreement. The State shall also be entitled to any equitable remedies to which it may show itself entitled.

21. ACCESS TO RECORDS

Contractor shall retain, maintain, and keep accessible all records relevant to this Price Agreement and all resulting Purchase Order Contracts (the "Records") for a minimum of six (6) years, or such longer period as may be required by applicable law following expiration or termination of this Price Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Price Agreement or any resulting Purchase Order 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, the Contractor shall permit the State and its duly authorized representatives access to the Records at a reasonable time and place for purposes of examination and copying.

22. NOTICES

All notices required under this Price Agreement shall be in writing and addressed to the party's authorized representative. For Authorized Purchasers, the authorized representative shall be identified in the Purchase Order Contract. Contractor's authorized representative shall be the individual identified as such in this Price Agreement, unless otherwise specified. Mailed notices are deemed received five (5) days after post marked, when deposited, properly addressed and prepaid, into the United States Postal Service. Faxed notices are deemed received upon electronic confirmation of successful transmission to the designated fax number. Personal delivery is effective upon delivery.

23. GOVERNING LAW, VENUE, AND JURISDICTION

- 23.1. Choice of Law. This Price Agreement and all resulting Purchase Order Contracts are 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 Price Agreement, the UCC shall govern this transaction.

23.2. Designation of Forum; Federal Forum.

23.2.1 Any claim, action, suit or proceeding (collectively, "Claim") between the State and Contractor that arises from or relates to this Price Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. State and Contractor hereby consent to the exclusive jurisdiction of such court, waive any objection to venue, and waive any claim that such forum is an inconvenient forum.

23.2.2 Notwithstanding Section 23.2.1, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This section applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This section is also not a waiver by the State of Oregon of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

23.3. ORCPP PRICE AGREEMENT OR PURCHASE ORDER CONTRACT VENUE; CONSENT TO JURISDICTION: Any Claims between Contractor and an Authorized Purchaser, other than an Authorized Agency or an Independent Agency, that arise from or relate to a resulting Purchase Order Contract, shall be brought and conducted solely and exclusively within the Circuit Court of the county in which such Authorized Purchaser resides, or at Authorized Purchaser's option, within such other county as Authorized Purchaser is entitled under the laws of the relevant jurisdiction to bring or defend Claims. If any such Claim must be brought in a federal forum, then unless otherwise prohibited by law it shall be brought and conducted solely and exclusively within the United States District Court for the District 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 constitutes a waiver of Authorized Purchaser's sovereign or governmental immunity, if any, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or of any defenses to Claims or jurisdiction based thereon.

24. SURVIVAL

Any terms of this Price Agreement, 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 survive the termination or expiration of this Price Agreement.

25. SEVERABILITY

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

26. ASSIGNMENT/SUBCONTRACT/SUCCESSORS

Contractor shall not assign, sell, transfer, or subcontract rights, or delegate responsibilities under this Price Agreement or any resulting Purchase Order Contract, in whole or in part, without the prior written approval of the State. Further, no such written approval relieves Contractor of any obligations under this Price Agreement, and any assignee, transferee, or delegate is considered the agent of Contractor. The provisions of this Price Agreement are binding upon, and inure to the benefit the parties to this Price Agreement and their respective successors and permitted assigns.

27. MERGER CLAUSE; AMENDMENT; WAIVER

This Price Agreement constitutes the entire agreement between the parties on the subject matter thereof. There are no understandings, agreements, or representations, oral or written, not specified therein regarding this Price Agreement. No waiver, consent, or amendment of terms of this Price Agreement binds either party unless in writing and signed by both parties, and all necessary approvals have been obtained. Waivers and consents are effective only in the specific instance and for the specific purpose given. The failure of the State to enforce any provision of this Price Agreement does not constitute a waiver by the State of that or any other provision

28. "DIRECT LABOR" AUDIT REQUIREMENT

If the total annual value of Contractor's contracts with State or Oregon Public Agencies, including this Price Agreement, exceeds \$20,000, Contractor shall conduct an annual audit of its "direct labor" in accordance with the requirements of the QRF Rules to determine compliance with ORS 279.835(5)(c) or successor statute. The cost of any audit performed pursuant to this provision is considered an overhead expense by Contractor.

29. SAFETY/HEALTH HAZARDS

Contractor shall take every precaution to instruct employees relative to, and to otherwise provide safeguards against any possible injuries associated with the Products to be provided under a Purchase Order Contract.

30. EMPLOYER CONTRIBUTIONS AND TAX WITHHOLDINGS

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

31. MEDIA DISCLOSURE

The Contractor shall not provide any information to the media regarding this Price Agreement or any Authorized Purchaser without first consulting with the Authorized Purchaser. The Contractor shall contact Authorized Purchaser immediately when any media contact occurs. Authorized Purchaser shall assist the Contractor with an appropriate follow-up response for the media.

32. DISPUTES

The Contractor and Authorized Purchaser shall provide the DAS-SPO Contact (identified in Section 39) with notice of any dispute arising between those parties involving Price Agreement or Purchase Order Contract performance issues, such as disputes concerning provision of Products or compliance with specifications, that those parties have been unable to resolve. The Contractor and Authorized Purchaser shall further provide notice to the DAS-SPO Contact of any disputed issues that relate to the involvement of DAS-SPO under the QRF Rules or QRF Statutes.

33. CONTACT INDIVIDUALS

Contractor shall designate one or more person(s) responsible for its work under this Price Agreement. The name, address and telephone number of the Contractor, or his or her authorized representative must be made available to Authorized Purchaser at all times. Contractor shall maintain an office which is staffed during the day, and through which direct telephone contact is possible between the hours of 8:00 am and 5:00 pm.

34. CERTIFICATION OF COMPLIANCE WITH TAX LAWS

By signature on this Price Agreement, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Contractor and that Contractor is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 (Amusement Device Taxes), 403.200 to 403.250 (Tax For Emergency Communications), 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 321 (Timber And Forestland Tax), 323 (Cigarettes And Tobacco Products Tax), and the elderly rental assistance program under ORS 310.630 to 310.706; and any local taxes administered by the Department of Revenue under ORS 305.620.

35. SIGNATURE OF CONTRACTOR'S DULY AUTHORIZED REPRESENTATIVE

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

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

- 35.1. He or she is a duly authorized representative of the Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Price Agreement and to execute this Price Agreement on behalf of Contractor.
- 35.2. Contractor is bound by and shall comply with all requirements, specifications, and terms and conditions contained in this Price Agreement (including all listed attachments and addenda, if any, issued).
- 35.3. Contractor shall furnish the designated Products in accordance with the Price Agreement requirements,

CONTRACTOR SHALL PROVIDE ITS FEDERAL EMPLOYEE IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER BY SEPARATE LETTER WITH PRICE AGREEMENT SIGNATURE PROCESS.

Howard E. Button
Signature of Contractor's Authorized Representative

Howard E. Button

Typed or Printed Name of Signer

Executive Director

Title

July 29th 2010

Date

PO Box 1070, Baker City, OR, 97814

Mailing Address

(541) 523-7475 (541) 523-4136

Telephone

Fax

gene@stepforwardactivities.org

Email Address:

36. SIGNATURE OF THE STATE'S DULY AUTHORIZED REPRESENTATIVE

The State of Oregon hereby accepts Contractor's offer and awards a Price Agreement to the above Contractor for the Products designated in this Price Agreement.

Authorized Signature: Darvin Pierce

Title: State Procurement Analyst

Date: 8/1/2010

Price Agreement Term: Two Year (with options up to five years)

DAS-SPO Contact Person: DARVIN PIERCE

Telephone Number: (503) 378-4690

Fax Number: 503 373-1626

Email Address: darvin.pierce@state.or.us

**ATTACHMENT A
PRODUCT PRICING AND SPECIFICATIONS**

ITEM #	DESCRIPTION	PRICE PER ITEM
A.1	92298A Toner Cartridge (For HP 4, 4M, 4+, 5, 5M (EX))	\$54.97
A.2	C4127A Toner Cartridge (HP 4000,4000T,4000N,4000TN (27X))	\$50.80
A.3	C4127X Toner Cartridge (HP 4000,4000T,4000N,4000TN (27X))	\$52.08
A.4	Q2612A Toner Cartridge (HP LaserJet 1010/ 1012/ 1015/ 1020/ 1022/ 3015/ 3020/ 3030 Series)	\$51.12
A.5	Q2613A Toner Cartridge (HP LaserJet 1300 Series)	\$59.12
A.6	Q2613X Toner Cartridge (HP Laser Jet 1300 Series (High Yield))	\$61.07
A.7	C7115X Toner Cartridge (HP Laser Jet 1200/1220/3300mfp/3380)	\$58.34
A.8	Q2624A Toner Cartridge (HP LaserJet 1150)	\$58.68
A.9	Q2624X Toner Cartridge (HP LaserJet 1150 (High Yield))	\$62.39
A.10	Q1338A Toner Cartridge (HP LaserJet 4200)	\$101.38
A.11	Q5942X Toner Cartridge (HP LaserJet 4250/4350(High Yield))	\$101.35
A.12	Q5949A Toner Cartridge (HP LaserJet 1160/1320)	\$57.07
A.13	C8061X Toner Cartridge (HP LaserJet 4100)	\$62.80
A.14	C4096A Toner Cartridge (HP LaserJet 2100/2200)	\$61.49
A.15	Q5942A Toner Cartridges (HP LaserJet 4240/4250/4350)	\$90.01
A.16	CB436A Toner Cartridges (HP LaserJet HP LaserJet P1505/ M1120/ M1522)	\$56.24
A.17	CE505X Toner Cartridges (HP LaserJet P2055)	\$72.63
A.18	CE505A Toner Cartridges (HP LaserJet P2035/P2055)	\$62.78
A.19	Q7553X Toner Cartridges (HP LaserJet P2014/P2015/M2727)	\$78.32
A.20	Q7553A Toner Cartridges (HP LaserJet P2014/P2015/M2727)	\$66.37
A.21	Q5949X Toner Cartridges (HP LaserJet 1320)	\$70.59
A.22	CC364A Toner Cartridges (HP LaserJet P4014/P4015/P4515)	\$118.84
A.23	CC364X Toner Cartridges (HP LaserJet P4015/P4515)	\$137.96
A.24	C7115A Toner Cartridges (HP LaserJet 1200/1220 MFP)	\$51.14
A.25	Q1339A Toner Cartridges (HP LaserJet 4300)	\$104.46

A.1 SILENCE OF SPECIFICATIONS

The apparent silence of the specifications 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. If any omitted specification, however, results in ambiguity as to material characteristics of the Product(s), 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 the Contractor is required to provide Product(s) meeting the State's need with regard to any omitted specification for which change should reasonably have been sought.

A.2 DELIVERY

A.2.1. All Products delivered are FOB destination, freight prepaid. The Contractor prepays transportation charges and they are already included in the contract price.

A.2.2. Contractor shall deliver Product ordered within seven (7) calendar days after receipt of an order. Contractor shall notify the Authorized Purchaser, in writing, within three (3) calendar days of receipt of an order if delivery cannot be completed as required. Upon receipt of such notice from Contractor, the Authorized Purchaser reserves the right to cancel the order and make the purchase from another contractor without risk of liability or damage to the State or the Authorized Purchaser.

A.3. ORDERING

A.3.1. Each Authorized Purchaser is responsible for placing its own orders. Authorized Purchaser shall use a Purchase Order Contract that meets the requirements of Attachment C and this Section A.3. Purchaser Order Contracts that meet these requirements are authorized by DAS SPO pursuant to Section C.2.1.

A.3.2. Contractor shall accept orders by mail, fax or attachment to email, telephone, and computer on-line systems.

A.3.3. Contractor shall accept hard copy Purchase Order Contract orders by mail, fax or attachment to email.

A.3.4. Contractors shall have a local Oregon telephone number, or a toll free (800) number, or agree to accept collect calls. Contractor shall provide on-line ordering with information, instructions, point and click shopping cart, appropriate security and privacy protection, and order confirmation, which can be printed from Authorized Purchaser's browser at the end of the on-line checkout process. Contractor shall send a confirmation or acknowledgment page for telephone, email, and on-line orders. The page must include the items and quantities ordered, the total price of the order, and the following language:

“THIS PURCHASE ORDER CONTRACT IS PLACED AGAINST STATE OF OREGON PRICE AGREEMENT # 0462. THE PURCHASE ORDER CONTRACT TERMS AND CONDITIONS AND SPECIAL CONTRACT TERMS AND CONDITIONS CONTAINED IN THE PRICE AGREEMENT ARE HEREBY INCORPORATED BY REFERENCE AND SHALL APPLY TO THIS PURCHASE AND SHALL TAKE PRECEDENCE OVER ALL OTHER CONFLICTING TERMS AND CONDITIONS, EXPRESS OR IMPLIED.”

No language in on-line and telephone order forms and acknowledgements shall vary, amend, modify, or add terms or conditions to the Price Agreement. Operative provisions in the telephone and on-line forms shall be limited to: designation of Authorized Purchaser and its authorized representative; identification of Products and order quantities; optional Products, equipment, and accessories offered under the terms of this Price Agreement; delivery schedules in accordance with the terms of this Price Agreement; delivery destination and invoicing address.; and financial information required (i.e.: credit card information) to conduct any telephone or online purchase.

A.3.5. Contractor shall accept credit card payment.

A.3.6. Contractor shall reference this Price Agreement Number 0462 on every invoice.

A.4. CARTRIDGE PACKAGING

A.4.1. Contractor shall clearly label each toner cartridge with the manufacturer's name and cartridge model number. Each toner cartridge shall be packaged in a moisture proof bag and sealed in a manner meeting or exceeding industry standards. The cartridge shall then be placed in a protective cradle prior to being packaged in an external carton. The external carton and packaging of the toner cartridge shall protect the cartridge from damage during shipping.

A.4.2. A packing slip on the carton shall identify toner cartridge type (make and model), the Contractor's name, address, telephone number, and purchase order number. All cartons or internal shipping invoices must also bear the date of remanufacture and use-by date for shelf life and inventory purposes.

A.4.3. Packaging for each toner cartridge must permit users to re-package the spent cartridge for return to Contractor. All corrugated packaging must contain a minimum of thirty-five percent (35%) recycled content.

A.5. CARTRIDGE TESTING

Contractor shall perform a quality test on every toner cartridge prior to shipment. The Contractor shall only deliver toner cartridges to Authorized Purchasers meeting or exceeding the manufacturer's specifications. OEM compatible remanufactured toner cartridges are manufactured by the Contractor using all new internal components and used toner cartridge casings.

A.6. DEFECTIVE CARTRIDGES

Contractor shall accept return of all defective toner cartridges to the Contractor at Contractor's expense. Contractor shall perform a diagnostic analysis to determine the cause of the problem for any toner cartridge returned by the Authorized Purchaser.

If the analysis determines that the toner cartridge failed, Contractor shall provide a replacement remanufactured cartridge at no expense to the Authorized Purchaser within five (5) business days from the date of Contractor's receipt of the returned cartridge. Replacement cartridge shall be properly marked as replacement and identified by the Purchase Order number.

Contractor shall supply pre-paid mailing labels, or shall pick up defective cartridge(s) at the Authorized Purchaser's location.

A.7. WARRANTY

The Contractor shall warrant the remanufactured toner cartridges against defects in material and workmanship for 120 days from the date of Authorized Purchaser's receipt of the cartridge.

If problems occur with printers due to a toner cartridge provided by the Contractor, Contractor will provide a competent factory-trained service technician to repair printer within two (2) business days, or will reimburse the Authorized Purchaser for any printer service performed or replacement costs for damage to printers as a result of the Contractor's defective cartridge.

A.8. USED CARTRIDGE RECYCLING COLLECTION

Contractor shall provide in-person or third party collection of all used and empty toner cartridges within 5 (five) business days of telephone or written request for collection from Authorized Purchaser.

Contractor shall recycle end-of-life toner cartridges and provide Authorized Agency with details of its recycle program upon request.

A.9. WASTE RECYCLING OR DISPOSAL

The Contractor shall ensure any waste cartridge components are recycled or disposed of in a manner that complies with all regulations regarding the environment and health and safety. At Authorized Agency's request, Contractor shall provide manifests and any other documentation needed to confirm the proper disposal of material.

A.10. CUSTOMER SUPPORT

The Contractor shall provide all Authorized Purchasers a single, local point of contact (and a backup) to handle questions and resolve problems that arise. At least one Contractor customer service representative will be available during Contractor's operating hours. Contractor will offer a "wait in queue" or voicemail option with call back. All service representatives will have on-line access to information to provide immediate response to inquiries concerning the status of orders (shipped or pending), delivery information, back-order information, Price Agreement pricing, contracted product offerings/exclusions, Contract compliance requirements, and general product information. Representatives should be available by phone, fax, or email (local or 800 # preferred).

The Contractor shall provide in-person customer support to Authorized Purchaser within 2 (two) business days as requested.

ATTACHMENT B
INSURANCE REQUIREMENTS

During the term of this Price Agreement, including warranty periods, if any, Contractor shall maintain in full force and at its own expense each insurance coverage or policy noted below, from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and are acceptable to DAS-SPO.

B.1. COMMERCIAL GENERAL LIABILITY

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Price Agreement, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that is satisfactory to the DAS-SPO. This insurance shall include personal injury liability, products and completed operations, and contractual liability coverage for the indemnity provided under this Price Agreement, and is made on an occurrence basis. Combined single limit per occurrence shall not be less than \$1,000,000. Each annual aggregate limit shall not be less than \$1,000,000.

B.2. AUTOMOBILE LIABILITY INSURANCE

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Price Agreement, Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance. Combined single limit per occurrence shall not be less than \$1,000,000.

B.3. EMPLOYERS' LIABILITY

If Contractor is a subject employer, as defined in ORS 656.023, with regard to performance under this Price Agreement or resulting Purchase Order Contract, Contractor shall obtain employers' liability insurance coverage with combined single limit per occurrence of not less than \$500,000 and annual aggregate limits of not less than \$1,000,000.

B.4. WORKERS' COMPENSATION

All employers, including Contractor, that employ subject workers who work under this Price Agreement 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. Contractor shall ensure that each of its subcontractors complies with these requirements.

B.5. ADDITIONAL INSURED

The liability insurance coverage, except Professional Liability, Errors and Omissions, or Workers' Compensation, if included, required for performance of this Price Agreement shall include the State of Oregon, and its departments, divisions, commissions, branches, officers and employees as Additional Insured but only with respect to the Contractor's activities to be performed under this Price Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

B.6. "TAIL" COVERAGE

If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the completion of this Price Agreement for a duration of 24 months, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following Price Agreement completion. Continuous "claims made" coverage will be acceptable

in lieu of "tail" coverage, provided its retroactive date is on or before the Effective Date of this Price Agreement. If Continuous "claims made" coverage is used, Contractor shall be required to keep the coverage in effect for a duration of not less than twenty-four (24) months from the end of this Price Agreement. This will be a condition of the final acceptance of work or Products.

B.7. 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 DAS-SPO. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of this Price Agreement and shall be grounds for immediate termination of this Price Agreement by DAS-SPO.

B.8. CERTIFICATE(S) OF INSURANCE

Prior to performing under this Price Agreement, as evidence of the insurance coverage required by this Price Agreement, the Contractor shall furnish Certificate(s) of Insurance for all required insurance to the DAS-SPO prior to the award of this Price Agreement. The Certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insured (or Loss Payees). Insurance coverage required under this Price Agreement shall be obtained from insurance companies acceptable to DAS-SPO. The Contractor shall pay for all deductibles, self-insured retention and self-insurance included hereunder.

ATTACHMENT C
PURCHASE ORDER CONTRACT REQUIREMENTS

Price Agreement Terms and Conditions Incorporated into Resulting Contracts

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

Sections 1, 2, 3, 4, 6, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 28, 29, 30, 31, 32, 33, 34, 35, 37, Attachments A, B, and C.

C.2. The special provisions identified below are incorporated into any Purchase Order Contract issued under this Price Agreement.

C.2.1. UNAUTHORIZED PURCHASES – Products provided without written authority (i.e. without a written Purchase Order Contract or Purchase Order Contract Amendment or approved equivalent) from Authorized Purchaser are considered unauthorized and Authorized Purchaser is under no obligation to pay for the Products.

C.2.2. NOTICE TO CURE - In the event an Authorized Purchaser includes a notice to cure in any notice of rejection under Section 4.7 of this Price Agreement, the notice to cure must provide the Contractor with seventy-two (72) hours from the receipt of the notice to cure to respond to the Authorized Purchaser in writing addressing all Product deficiencies and the Contractor's intended cures for those deficiencies. Contractor shall fully resolve all deficiencies within thirty (30) days from the receipt of the notice of rejection unless additional time is otherwise negotiated. Failure to cure deficiencies within the specified amount of time constitutes a material breach and Authorized Purchaser and DAS-SPO reserve the right to terminate the Purchase Order Contract or this Price Agreement, respectively, as provided for herein. Authorized Purchaser shall notify, in writing, the DAS-SPO Contact (identified in Section 39) of any failure by Contractor to cure major deficiencies with respect to the Products in accordance with its notice to cure.

C.3. PURCHASE ORDER REQUIREMENTS

C.3.1. Authorized Agencies shall use the DAS-SPO-approved Purchase Order Contract forms to order Products under this Price Agreement unless otherwise authorized by DAS-SPO. Purchase Order Contracts shall incorporate this Price Agreement by reference, identify this Price Agreement number, and item number(s) of the Product(s) ordered.

C.3.2. Independent Agencies shall use either the DAS-SPO-approved Purchase Order Contract forms or their own internal Purchase Order Contract forms incorporating this Price Agreement by reference, and identifying this Price Agreement number and the unit serial or identification number(s), if any, to order Products under this Price Agreement.

C.3.3. No language in a Purchase Order Contract issued by an Authorized Agency or Independent Agency shall vary, amend, modify, or add terms or conditions to this Price Agreement. Operative provisions in the Purchase Order Contract shall be limited to: designation of Authorized Purchaser and its authorized representative; identification of Products and order quantities; optional Products, equipment, and accessories offered under the terms of this Price

Agreement; delivery schedules in accordance with the terms of this Price Agreement; and delivery destination and invoicing address.

C.3.4. ORCPP Participants that are not Independent Agencies shall use their own Purchase Order Contract forms to order under this Price Agreement. The Mandatory Purchase Authorization Language set below shall be required on the front page of each Purchase Order Contract submitted to Contractor by an ORCPP Participant for Products ordered under this Price Agreement.

“THIS PURCHASE ORDER CONTRACT IS PLACED AGAINST STATE OF OREGON PRICE AGREEMENT # 0462. THE PURCHASE ORDER CONTRACT TERMS AND CONDITIONS AND SPECIAL CONTRACT TERMS AND CONDITIONS CONTAINED IN THE PRICE AGREEMENT ARE HEREBY INCORPORATED BY REFERENCE AND SHALL APPLY TO THIS PURCHASE AND SHALL TAKE PRECEDENCE OVER ALL OTHER CONFLICTING TERMS AND CONDITIONS, EXPRESS OR IMPLIED.”