

ATTACHMENT A

CONTRACT SIGNATURE Oregon Utility Notification Center Professional Services Contract

ASSURANCES:

The undersigned attests that:

Contractor has read and understands all instructions, requirements, addenda, site conditions, and terms and conditions contained herein (including the attachments and Exhibits listed in this solicitation).

Contractor has the authority and/or responsibility to submit a proposal and to bind her/his organization in all phases of this RFP process.

The information provided is true and accurate to the best of her/his knowledge.

Contractor understands that any false statement may disqualify this offer from further consideration or may be cause for contract termination.

Contractor agrees to perform the work in accordance with the terms and conditions of this Contract.

PROPOSER INFORMATION:

Proposer Company Name

Company Address (from which work will be performed)

Telephone Number

Fax Number

FEDERAL ID NUMBER

Person Signing RFP _____ Title _____

Please print or type Name

Signature: _____

Email Address: _____

OUNC Chairperson - Scott Gallegos

Date

Term of Contract: _____

STANDARD TERMS & CONDITIONS FOR THE PURCHASE OF GOODS & SERVICES

A.1 DEFINITIONS:

"Contract" or **"Contracts"** means the Written agreement(s), resulting from the Solicitation Document that sets forth the rights and obligations of the parties.

"Contractor" means the Person with whom OUNC enters into a Contract.

"Goods" includes products that have associated or incidental service components, such as supplier warranty obligations or maintenance service programs.

"Work" means the furnishing of all materials, equipment, labor, and incidentals necessary to successfully complete any individual item or the entire Contract and successful completion of all duties and obligations imposed by the Contract.

A.2 STANDARD AND SPECIAL TERMS AND CONDITIONS; ORDER OF PRECEDENCE:

These printed Terms and Conditions are the Standard Terms and Conditions for OUNC contracts for the purchase of goods. OUNC may also provide "Special Terms and Conditions" elsewhere in the Contract which apply only to this Contract. Whenever possible, all terms and conditions are to be harmonized. In the event of a conflict between the standard and "special terms and conditions", the "special terms and conditions" take precedence, unless the standard term(s) in question is/are required by law. In the event of any other conflict, 1) the special terms and conditions, 2) these Standard Terms and Conditions, 3) the Invitation to Bid or Request for Proposal, and 4) the bid or response thereto shall be interpreted in the foregoing order of precedence. **By signing this Contract, Contractor agrees that, in the event of a conflict, all the terms and conditions of this Contract supersedes all preprinted terms and conditions on any forms used by the Contractor.**

A.3 DELIVERY:

All deliveries shall be F.O.B. destination with all transportation and handling charges paid by Contractor, unless specified otherwise in the Contract. Responsibility and liability for loss or damage shall remain with Contractor until final inspection and acceptance.

A.4 REPRESENTATIONS & WARRANTIES:

Unless otherwise stated, all goods shall be free and clear of any liens or encumbrances and shall be new (and, if applicable, the current model) and shall carry full manufacturer warranties. Contractor warrants all goods delivered to be free from defects in labor, material and manufacture and to be in compliance with the specifications set out in this Contract. All implied and express warranty provisions of the UCC as adopted in Oregon are hereby incorporated by reference. Further, Contractor represents and warrants to OUNC that Contractor has the power and authority to enter into and perform this Contract and that this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms.

Additionally, Contractor represents to OUNC that (1) Contractor has the power and authority to enter into and perform this Contract, (2) this Contract, when executed and delivered shall be a valid and binding obligation of Contractor, enforceable in accordance with its terms, (3) the Work under this Contract will be performed in accordance with the professional standards of skill and care ordinarily exercised by members of that profession under similar conditions and circumstances, (4) Contractor shall, at all times during the term of this Contract be duly licensed to perform the Work, and if there is no licensing requirement for the profession or work, be duly qualified and professionally competent.

A.5 INVOICING AND PAYMENT.

Payment will be made after product successfully passes an inspection at the delivery location, and it is in full compliance with the specifications of the solicitation including manuals, data sheets, or any other required component. Payment for undisputed amounts will be made after receipt and acceptance. All items must be accepted and invoiced before payment will be made. OUNC will make payment for undisputed amounts to Contractor in accordance with its regular payment terms: Net 30 days after acceptance of good and or services and receipt of a valid invoice.

A.6 SAFETY AND HEALTH REQUIREMENTS:

Contractor warrants goods and services provided under this Contract comply with all applicable federal Occupational Safety and Health Administration (OSHA) requirements and with all applicable Oregon safety and health requirements, including those of the Oregon State Workers' Compensation Division. Contractor shall take every precaution to instruct employees about and otherwise safeguard them against any possible injuries associated with chemicals or equipment as well as other potential hazards within the facility.

Contractor shall perform all services required by this contract within the time specified in this contract, including extensions. All services shall be performed in the highest professional manner, and in accordance with the utmost industry standards. Unless the means or methods of performing a task is specified elsewhere in this contract, Contractor shall employ methods that are generally accepted and used by the industry. Failure to meet the performance requirements of this contract shall constitute breach of contract. OUNC by written notice to Contractor, may cancel the whole or any part of this contract:

- a. If Contractor fails to provide the services required by this contract within the time specified, or fails to perform any other provision of this contract; and
- b. If Contractor, after receipt of written notice from OUNC, fails to correct such failures within the number of days specified in the written notice.

The rights and remedies of OUNC provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

A.8 EARLY TERMINATION:

This Contract may be terminated as follows:

- a. OUNC and Contractor, by mutual written agreement, may terminate this Contract at any time.
- b. OUNC in its sole discretion may terminate this Contract for any reason on 30 days written notice to Contractor.

A.9 PAYMENT ON EARLY TERMINATION:

Upon termination pursuant to paragraph A.20, payment shall be made as follows:

- a. If terminated under A.20a or A.20b for the convenience of OUNC, OUNC shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract. OUNC shall not be liable for direct, indirect, special, or consequential damages. Termination shall not result in a waiver of any other claim OUNC may have against Contractor.

A.10 MEDIATION/BINDING ARBITRATION Contractor agrees to resolve claims and disputes arising under or relating to this Contract are to be settled mediation. If not resolved by mediation, a party may elect to settle dispute through binding arbitration. Each party shall be responsible for its share of the arbitration fees. Both parties must agree to one arbitrator or each party may select their own arbitrator and share in the cost of the third arbitrator.

A.11 DAMAGES

Contractor shall deliver within the time indicated in Contractor's bid or work order. Should Contractor fail to meet the agreed-upon delivery schedule, thereby making it necessary for OUNC to purchase urgently needed items from another source, Contractor shall pay the difference between the accepted bid price and the purchase price

Should it become necessary for OUNC to purchase product from another supplier to meet its required deadlines, purchase shall be for the same product or an equivalent.

A.12 FORCE MAJEURE:

Unless this contract is executed to remedy an act(s), occurrence(s), or event(s) stated herein, neither Party shall be liable for delays in the execution of its obligations due to causes beyond its reasonable control including but not limited to acts of God, fires, strikes, labor disturbances, floods, epidemics, quarantine restrictions, war, insurrection or riot, acts of a civil or military authority, compliance with priority orders or preference ratings issued by the federal Government, acts of Government authorities with respect to revocation of export or re-export permits/licenses, wrecks, or unusually severe weather. The Party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

In the event of any such delay, the required date of shipment or services will be extended for a period of time equal to the period of the delay, or as short a period as is reasonably possible.

OUNC may terminate this Contract upon written notice after reasonably determining that such delay or default will likely prevent successful performance of this Contract.

A.13 LIMITATION OF LIABILITIES:

NEITHER PARTY SHALL BE LIABLE FOR (i) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES UNDER THE CONTRACT OR (ii) ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS CONTRACT IN ACCORDANCE WITH ITS TERMS.

A.14 ACCESS TO RECORDS:

Contractor shall maintain fiscal records and all other records **pertinent to this Contract**. Records shall be maintained pursuant to generally accepted accounting standards, and other records shall be maintained to the extent necessary to clearly reflect actions taken in the provision of the products required herein. All such records shall be retained and kept accessible for at least three years following final payment. OUNC's authorized representatives shall have the right to direct access to documents, papers and records **related to this Contract** for the purpose of conducting audits and examinations and making copies, excerpts and transcripts. OUNC shall reimburse Contractor for Contractor's cost of preparing copies.

A.15 COMPLIANCE WITH APPLICABLE LAW:

Contractor shall comply with all federal, state, and local laws applicable to the work under this Contract, and all regulations and administrative rules established pursuant to those laws.

Contractor shall maintain in effect all licenses, permits and certifications required for the performance of the work. Contractor shall notify OUNC immediately if any license, permit, or certification required for performance of this Contract ceases to be in effect for any reason.

A.16 WAIVER:

Waiver of any default under this Contract by OUNC shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.

A.17 ANTI-DISCRIMINATION:

Contractor shall not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, source of income, or political affiliation in programs, activities, services, benefits or employment. Contractor shall not discriminate against minority-owned, women-owned or emerging small businesses.

A.18 ACCEPTANCE

The Contract and the attached exhibits & attachments constitute the entire agreement between the parties. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose.