



## INVITATION TO BID

**Bid No: 4000004007**

**Bid Title: Access Control, ID Cards, and Intrusion Detection System Parts and Products**

**Issue Date: September 11, 2015**

**Bids Due: October 6, 2015**

**Not Later Than 2:00 PM**

**LATE BIDS SHALL NOT BE CONSIDERED**

**Bid opening on the same day at 2:15 PM**

**Refer Questions to:**

Paula Rickman, CPPB,  
Senior Procurement Analyst  
Phone: (503) 988-7544  
Email: paula.j.rickman@multco.us

**Submit Bids to:**

Multnomah County Purchasing  
501 SE Hawthorne Blvd, Suite 125  
Portland, OR 97214

**Pre-Bid Conference: There will not be a pre-bid conference for this Solicitation.**

This ITB is issued under the provisions of the Oregon Revised Statutes Chapters 279 A and 279 B and Multnomah County PCRB public contracting rules. All bidders are charged with presumptive knowledge of the cited authorities. Submission of a valid executed proposal by any bidder shall constitute admission of such knowledge on the part of such bidder.

**OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION. PLEASE REVIEW ALL BIDDING INSTRUCTIONS AS WELL AS THE CONTRACT TERMS AND CONDITIONS.**

Electronic copies of this ITB and attachments, if any, can be obtained from the Multnomah County Purchasing Website at: <http://www.multcopurch.org>.

All Proposal documents shall be submitted in hard copy. Electronic or facsimile submissions shall be rejected.

## INVITATION TO BID

Notice is hereby given that sealed bids for Bid Number: **4000004007** for: **Access Control, ID Cards, and Intrusion Detection System Parts and Products** shall be received by the Purchasing Manager, Multnomah County, 501 SE Hawthorne, Suite 125, Portland OR 97214 until **the date and time listed on the cover page of this Invitation To Bid (ITB)**. All bids received in proper form shall be publicly opened and read aloud during the bid opening as noted on the cover page of this ITB.

**It is the sole responsibility of the bidder to ensure that Multnomah County receives the bid by the specified time. ALL BIDS SHALL BE TIME STAMPED AT THE BID WINDOW BY THE STATED DEADLINE.** All late bids shall be rejected.

The outside of the sealed envelope must be clearly marked with the bidder's name, address, bid name and number, and the due date. Bidder must submit one (1) original and one (1) complete copy of the bid response. Please retain a copy for your records.

Pre-Bid Conference:           **N/A**  
Conference Attendance is:   **N/A**

Interested parties may register at [www.multcopurch.org](http://www.multcopurch.org) to receive bid notices and addenda, if issued.

The bid documents may be obtained or examined at: Multnomah County Purchasing, 501 SE Hawthorne Blvd., Suite 125, Portland OR 97214. Requests to receive the bid document may be made in person, by mail or by telephone by calling (503) 988-5111. PLEASE REVIEW ALL BIDDING INSTRUCTIONS AND CONTRACT TERMS AND CONDITIONS.

Publication Date: **September 11, 2015**

## INSTRUCTIONS TO BIDDERS

### BID RESPONSE - PROVISIONS AND CONDITIONS

**BID FORMAT:** Bid must be typewritten or prepared in ink and must be submitted on the form provided (**Bid Form Response Packet – Attachment 2**) in the Invitation to Bid. Bidders shall return all information and forms as required on the bidder's response sheet. If Specifications include a "Meet or Exceed" column, then the specification sheets shall be completed and included with the bid to Multnomah County. Failure to return all required information and forms may result in the bid being considered non-responsive and rejected from further consideration. Each bid must contain a statement as to whether the bidder is a resident bidder, as defined in ORS 279A.120 (1) (b). Bidder must submit one (1) original and one (1) complete copy of the Bid Response Packet. Please retain a copy for your records.

In support of the County's sustainability goals regarding environmental impact and the disposal of paper, it is the County's preference that Proposals be stapled in the left upper corner. Do not use spiral bindings, glue or place in notebooks or use other methods of binding the proposal. If the document is too thick to be held with a single staple, secure the document with a metal clip that can be easily removed for copying purposes.

**NO BID:** If bid documents allow partial bids and bidder does not wish to bid a certain item(s), enter "NO BID" in that section and leave the page in the proper sequence. Your comments indicating any requirements of this Invitation to Bid that may have influenced your decision to "NO BID" are invited. If you believe that the bid documents require clarification or if you object to the form of the bid documents please follow the instructions below concerning clarification and protest.

**CONFORMANCE TO BID REQUIREMENTS:** The company name and the signature of an authorized person are to be inserted in the designated spaces. ALL BIDS MUST BE SIGNED by an individual of the company who is authorized to legally obligate the company. *No oral, telegraphic, telephone or facsimile bids or signatures will be accepted.* Bid prices are to exclude Federal Excise Tax. Federal exemption certificates will be furnished to successful bidders upon written request. BID PRICE(S) MUST BE F.O.B. DESTINATION.

**TERMS OF PAYMENT:** Bidder shall indicate terms of payment where indicated in the bid documents. The County shall only apply discounts that allow a minimum of 20 days to provide payment.

**BID WITHDRAWAL:** Any bid may be withdrawn at any time prior to the time fixed for receipt of bids, by providing written request to the Purchasing Manager. The bidder or a duly authorized representative must execute the request. Withdrawal of a bid will not prejudice the right of the bidder to file a new bid. All bids shall be irrevocable for thirty (30) calendar days from the day of opening.

**CLARIFICATION/PROTEST:** Any bidder requiring clarification or protesting any of the Specifications must submit specific questions in writing and received by Purchasing at least ten (10) calendar days prior to the bid opening date. Submit request in writing either by email, fax, or delivery with envelope marked as follows, to the procurement analyst named on the cover page:

Clarification/Protest, Bid No. **4000004007**  
Multnomah County Purchasing  
501 SE Hawthorne, Suite 125  
Portland, OR 97214  
(503) 988-7544, Fax (503) 988-3252  
E-Mail Address: **paula.j.rickman@multco.us**

A written response will be provided to those questions that are deemed appropriate. A copy of all written responses will be sent by mail or e-mail to all vendors known to have received this Invitation to Bid from County Purchasing or registered on the County Purchasing website for this solicitation. Oral instructions of information concerning the Specifications provided by County officers, employees, or agents to prospective bidders shall not bind the County.

**ADDENDA:** The County Purchasing Manager, no later than five (5) calendar days prior to the bid opening, shall issue any addendum. After bid closing date, any claims or misunderstanding in regard to the nature, quality or description of the item(s) to be supplied by this Invitation to Bid will be considered waived.

**DOCUMENTS ARE PUBLIC RECORDS:** All documents, reports, bids, submittals, working papers or other material submitted to the County, from the bidder, shall become the sole and exclusive property of the County, in the public domain, and not the property of the bidder. The bidder shall not copyright, or cause to be copyrighted, any portion of any said documents submitted to the County as a result of this Invitation to Bid.

**TABULATION OF BIDS:** Bidders may request a Tabulation of Bid Results.

## **REJECTION OR ACCEPTANCE OF BIDS**

**REJECTION/ACCEPTANCE:** The County reserves the right to waive technical defects, discrepancies and minor irregularities, or not to award a contract when it finds such action to be in the public interest. Bids may be rejected if they show any alteration of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind. **ALL UNSIGNED BIDS MAY BE REJECTED.**

**PUBLIC INTEREST:** The County reserve the right to reject any bid not in compliance with the bid documents, or all prescribed public bidding procedures and requirements, and the right to reject any or all bids when it is in the public interest to do so per ORS 279B.100(1). Written notice of rejection of all bids shall be sent to all bidders.

**COLLUSION:** Upon evidence that collusion exists among bidders, none of the bids of participants in such collusion will be considered. All involved bids shall be rejected. Bids in which prices are obviously unbalanced may be rejected.

**DELIVERY DATE:** If a delivery date is specified below and, in the opinion of the County, the bidder's proposed delivery date is such that it will inconvenience or cause hardship to the County, the County may, at its discretion, reject the bid.

**POWER OF ATTORNEY:** When bids are signed by an agent, other than the officer(s) of a corporation authorized to sign contracts on its behalf, or a member of a partnership, a Power of Attorney must be submitted with the bid. Failure to submit said Power of Attorney shall result in the bid being rejected as non-responsive.

## **AWARD AND CONTRACT**

**CONTRACT AWARD:** Award will be made to the lowest bidder who is determined to be responsive and responsible. The award will be made on an all-or-none basis, by category or by individual item as in the best interest of the County. The delivery or furnishing of any of the bid items cannot commence until a contract is properly executed.

**CANCELLATION OF AWARD:** The County reserves the right to cancel award of the contract at any time before execution of the contract(s) by both parties if cancellation is deemed to be the County's best interest. In no event shall the County have any liability for the cancellation of award. The bidder assumes the sole risk and responsibility for all expenses connected with the preparation of its bid.

**CONTRACT EXTENSION:** In the event more than thirty (30) calendar days lapse between the bid opening date and the date the contract is submitted to the bidder, the County may grant an extension of time to the bidder for fulfillment of the contract to offset any delay in the contract actually occasioned by the delay.

**PROTEST OF AWARD:**

1. All protests must be in writing and physically received by the Purchasing Manager no later than 4:00 P.M. on the fifth (5th) working day after the postmarked notice of intent to award or disqualification.

Address protests to:

PROTEST OF AWARD OR DISQUALIFICATION TO BID NO. 4000004007  
ATTN: Purchasing Manager  
Multnomah County Purchasing  
501 SE Hawthorne Blvd, Suite 125  
Portland OR 97214

2. Proposers may protest only deviations from laws, rules, regulations, or procedures. Protests must specify the grounds for the protest including the specific citation of law, rule, regulation, or procedure upon which the protest is based.

Protests not filed within the time specified in paragraph 1, above, or which fail to cite the specific law, rule, regulation, or procedure upon which the protest is based shall be dismissed.

**EEO AND ADA REQUIREMENTS:** All bidders shall be required to comply with applicable provisions of ORS Chapter 279A-C, the Equal Opportunity Act of 1972 and the Civil Rights Act of 1962, as amended. Bidders must comply with all applicable provisions of Executive Order #11246 as amended by Executive Order #11375 of the President of the United States dated September 24, 1965, Title VI, of the Civil Rights Act of 1964 (43 U.S.C. 2000[d]) and Section 504 of the Rehabilitation Act of 1973 as implemented by 45 C.F.R. 84.4 and the Americans With Disabilities Act of 1990, Public Law #101-336 and all enacting regulations of the EEOC and Department of Justice.

**PRE-AWARD RISK ASSESSMENT:** Successful proposers whose contract award includes federal funding (as identified by a Catalog of Federal Domestic Assistance number) will be subject to a Pre-Award Risk Assessment (which includes an evaluation of financial stability, quality of financial /management systems, experience with federal funds, reports and findings from audits) completed by Multnomah County (if one has not been submitted in the last year) prior to the issuance of a contract. Contractors who fail to submit the required documents will not be eligible for a contract from the County.

**GENERAL PROVISIONS**

**TERM:** The contract term shall not exceed five years. County may at its discretion re-bid the work before the end of the contract period.

**STANDARDS:** The items purchased by the County shall conform to the Specifications attached hereto as a part of the Invitation to Bid. The bidder must include any required descriptive literature and warranty of the item(s) being bid.

The apparent silence of the general provisions and Specifications as to any detail or the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only best commercial practice is to prevail and that only material and workmanship of first quality are to be used.

It is understood that if any manufacturers' names, trade names, make, model or catalog numbers are used in the Specifications, they are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids for equivalent items will be considered provided that such items are identified as to manufacturers' name, trade name, make, model, and catalog number.

Samples must be presented for inspection if requested by the County. Samples of items must be furnished free of expense to the County. If not destroyed or mutilated in testing, samples will, upon request, be returned at bidder's expense.

Items shall be new, current models of standard production, unless otherwise called for in the Specifications or noted in the bid as a deviation or alternative bid, and shall be completely prepared for customer delivery and use through service by a factory franchised agent or dealer prior to delivery.

Item delivery shall include all pre-delivery inspection sheets, coupons, certificates, and warranty identification cards furnished to the trade in general and all shall be properly completed and signed in accordance with industry standards.

All items offered of an electrical nature shall indicate the current UL listing, if any. In addition, any goods such as fire protection equipment, etc., for which there is a UL testing procedure shall also include the UL listing, if any. Any other certification such as Factory Mutual, etc., shall be noted in the offer.

**SUSTAINABLE PURCHASING:** In 2010, Multnomah County initiated a new Sustainable Purchasing and Social Equity Policy PUR-8 that demonstrates support for our sustainability goals by integrating environmental stewardship and social equity, as well as fiscal responsibility, into the procurement process. The County seeks to partner with suppliers who demonstrate a commitment to these considerations. Examples of such practices include but are not limited to: comprehensive energy conservation measures; renewable energy use; water conservation measures; waste management and reduction plans; alternative fuels and transportation plans; sustainable purchasing; supplier diversity; fair trade and labor policies; and community engagement and support for underserved populations.

**HAZARDOUS MATERIALS:** All materials that include solvents, paints, cleaning agents, chemicals, reagents or other hazardous materials shall be labeled in accordance with Oregon Administrative Rule (OAR) 437-155-020 with the name(s) of the hazardous ingredient(s), the hazard(s) of the material(s) and the appropriate precautions. Those materials for which toxicological or hazard data are unavailable shall carry a label stating: "Toxicological and other hazards unknown. Handle as extremely hazardous."

**USE OF RECYCLED MATERIALS:** Contractors shall use recyclable products and products which contain recycled content to the maximum extent economically feasible in the performance of the contract work set forth in this document.

**INTERGOVERNMENTAL COOPERATIVE PURCHASING:** Pursuant to ORS 279A.215, Multnomah County PCRB Rules, and agreement by the selected Contractor to extend the terms, conditions and prices of the original Contract, this offer shall be extended to any authorized public agency. Said agency/agencies shall have the power and authority to purchase specified goods/services directly from the Contractor under the terms and conditions of the Multnomah County contract. Each Contracting agency will execute a separate contract with the successful bidder for its own requirements. Quantities listed in this document reflect County's estimated usage only.

Any bidder, by written notification of the time of the bid opening, may decline to extend prices and terms of this bid to any, and/or all other public agencies. Contractor shall provide information regarding total usage of Contract upon the request of the County.

**LOCAL PURCHASING PREFERENCE:** The County desires to employ local businesses in the purchase or lease of any personal property, public improvements or services to support the local economy in the State

of Oregon so that residents benefit from local employment opportunities that are generated. Therefore, the County shall prefer goods or services that have been manufactured or produced by an Oregon business if price, fitness, availability, and quality are otherwise identical.

## **CONTRACT REQUIREMENTS**

**EEO CERTIFICATION REQUIREMENT:** Multnomah County PCRB Rule 60-0040 requires that all contractors furnishing goods and services to the County in excess of \$75,000 must be certified as an Equal Opportunity Employer. Contracts in excess of \$75,000 which originate from this ITB are subject to the County's Equal Employment Opportunity (EEO) requirements, and will include vendor certification as indicated in the attached Multnomah County Sample Contract.

**CONTRACT FORM AND INSURANCE:** In order to deliver services to the County, bidder(s) shall be required to execute a contract with the County. Goods may be delivered either under contract or purchase order. No goods or services shall be provided without a signed contract or purchase order. Contractor shall be required to provide the insurance coverage described in the attached Sample Contract.

**CERTIFICATE OF INSURANCE:** The successful Bidder shall be required to submit a standard insurance certificate with additional insured endorsement as evidence of compliance with the insurance requirements set forth in the attached Sample Contract. This shall be sent to the County with the contract before execution by the County.

### **CONTRACTOR GENERAL RESPONSIBILITIES:**

- Comply with all Federal, State and County laws, ordinances, and rules.
- Comply fully with specifications as attached for the agreed bid and/or contract, especially where materials and work are involved.
- Meet any and all registration requirements where required for contractors as set forth in the Oregon Revised Statutes.

**CONTRACT CHANGES:** The Contractor shall not make any changes in the specifications, method of fabrication or other requirements without the express prior written consent of the County. Any proposed changes shall be presented in writing to the assigned County point of contact not less than ten business days prior to the proposed effective date of said change.

Any claims made for adjustment hereunder shall be served within 30 calendar days of completion of delivery or service.

Nothing in this clause shall excuse the Contractor from proceeding with the Contract as changed.

**PERFORMANCE:** Contractor shall perform all services required by this solicitation within the time specified. All services shall be performed in the most highly professional manner, and in accordance with the highest industry standards. Unless the means or methods of performing a task are specified elsewhere in the Contract, Contractor shall employ methods that are generally accepted and used by the industry.

Any performance that is found unacceptable will be documented and the Contractor will be given written notice to correct the problem within a specified period. If the problem continues beyond the specified period the Contractor may be found in breach of this Contract, and the Contract may be terminated.

**CONTRACTOR'S RESPONSIBILITY:** It is understood that the specifications and other contract documents do not purport to control the manner of performing the work, but only the requirements as to the completed work or product standard(s). The contractor assumes the entire responsibility for the manner of performing the work. Suggestions as to the manner included in the contract documents shall be deemed advisory only

and the feasibility of such methods or the lack thereof, shall not affect the contractor's liability, or status as an independent contractor under this contract.

In the performance of work under this contract, trade-related contractors are to include the cost of all small incidental materials and supplies in their invoiced hourly rate. These incidental supplies and materials include such items as fasteners, adhesives, hardware and other small expense items which are difficult to track or bill through any other process.

**NON-PERFORMANCE:** In the event of nonperformance under the resulting contract or purchase order the County will have the right to obtain from other sources such equipment, supplies, and/or services as may be required to fulfill the contract. It is agreed that the difference in cost, if any, for said equipment, supplies and/or services shall be borne by the contractor.

**OREGON REVISED STATUTES INCORPORATED:** The provisions of Oregon Revised Statutes 279.310 through 279.430, Public Contracts, as applicable are incorporated herein by reference. Any bidder accepting a purchase order from County and/or executing a Contract with County for the delivery of materials and/or services agrees to comply with said provisions.

**OSHA:** During the performance of this Contract, the Contractor is required to comply with the conditions of the Federal Occupational Safety and Health Act of 1972 (OSHA) and the standards and regulations issued thereunder. The Contractor shall further agree to hold the County, it's employees, agents, commissioners, and assigns harmless and free from liability for failure to comply with said standards and regulations by the Contractor. It shall be the sole responsibility of the Contractor to remain familiar with applicable standards and regulations and maintain their enforcement.



## SPECIFICATIONS AND ADDITIONAL REQUIREMENTS

### Scope of Work:

1. Contractor shall provide all parts, components, and equipment that are needed for access control systems, intrusion alarm systems, and related low voltage systems ("Supplies") to the County.
  - a. Contractor shall offer Supplies from the industry's leading manufacturers of access control, ID card, and intrusion detection system products including, but not limited to Altronix, DSC, ELK Products, Enersys, George Risk Industries (GRI), Home Safeguard, Inovonics, and Kantech.
2. Additional services.
  - a. The Contractor shall offer the following at no cost to the County: customer service (both in-person and over the phone) and technical systems support for products sold.
3. County order process.
  - a. The County will place orders for Supplies via phone or email. The Contractor must provide a phone number and email address where orders can be placed between 7:00 a.m. and 5:00 p.m., PST. The County will specify on the order if the items are to be delivered or if the County will be picking up the items.
  - b. All orders placed by the County will have a Work Order number. Contractor will include the Work Order number on the packing slip and invoice. Any order placed without a Work Order will not be valid and will not be binding on the County. Any orders processed without a Work Order number will be at Contractor's sole cost and expense.
4. Price adjustments.
  - a. Prices shall remain firm for the entire term of this Contract with the exception of County approved contract price adjustments.
  - b. Contract prices adjustments shall be based on the manufacturer's price list and shall remain firm until the issuance of a revised price list. Revised price lists shall be submitted to the Authorized County Representative within fourteen (14) days of the date of issuance for approval. Approval will not be unreasonably withheld.
5. Order and delivery of Supplies.
  - a. On orders that are to be delivered, all prices are to include delivery costs (FOB destination). All deliveries, unless otherwise specified in the order, will be delivered to the following location:

Multnomah County  
Department of County Assets  
Facilities and Property Management  
Attn: (name of individual who placed order)  
401 N Dixon Street  
Portland, Oregon 97227
  - b. All deliveries will be made between 8:00 a.m. and 5:00 p.m. PST, Monday through Friday.
  - c. On orders that will be picked up by the County, the items will be available for pickup no later than four (4) hours after the order is placed or the next morning if order is placed after 1:00 p.m.
  - d. Contractor shall notify the County immediately if an item is back-ordered or out of stock.
  - e. There will be no minimum order amount or quantities.

6. Returns.

- a. Contractor shall allow returns within thirty (30) days of purchase with a full refund at no cost to the County.

7. Sustainable Purchasing Specifications.

- a. Products should not contain any of the following: Alkylphenols, Bisphenol A (BPA) and Polychlorinated biphenyls (PCBs), Cadmium, Chlorinated polyethylene and chlorosulfonated polyethylene (CSPE), Chloroprene, Neoprene, and Chlorobenzene, Chromium, Formaldehyde, Mercury (HIGHLY TOXIC), Perfluorinated compounds (used in water resistant textiles), Phthalates, Polyvinyl chloride and Polyvinylidene chloride (common in water bottles, stuffed animals, and dolls), Wood treatments containing creosote, arsenic, pentachlorophenol, Volatile organic compounds (VOCs), Flame Retardants, & Lead (HIGHLY TOXIC).
- b. Provide energy efficient products when possible.
- c. Optimize routes for delivery of goods.
- d. Provide products with less/recycled packaging.

# MULTNOMAH COUNTY REQUIREMENTS CONTRACT FOR GOODS

## CONTRACT NO. [Insert Contract Number]

This contract ("Contract") is between MULTNOMAH COUNTY ("County") and [Insert Contractor's Name] ("Contractor"), referred to collectively as the "Parties."

The Parties agree as follows:

**Effective Date and Termination Date.** The effective date of this Contract shall be [insert date] or the date, on which each party has signed this Contract, whichever is later. The termination date shall be [insert date] unless this Contract is terminated earlier under section 5 below.

**Contract Documents.** This Contract includes the Standard Terms and Conditions and the terms and conditions contained in the following exhibits:

Exhibit No.	Description	Included	Omitted.
1	Scope of Work, Pricing and Other Terms	X	
2	Insurance Requirements		X
3	Certification Statement for Corporation or Independent Contractor	X	
4	Worker's Compensation Exemption Certificate		X

**Contractor's Agreement to Sell Goods.** Contractor agrees to sell to County on a requirements basis the goods described in Exhibit 1 and in accordance with the terms and conditions of this Contract.

**County's Agreement to Pay for Goods.** County shall pay Contractor for the goods at the prices set forth in Exhibit 1. Two copies of each invoice shall be mailed to:

fae.invoices@multco.us, or to

Multnomah County  
Attn: DCA Finance Hub – FPM  
501 SE Hawthorne Blvd, Ste 400  
Portland OR 97214-3586

**Invoices.** Each invoice shall describe the items provided, the item numbers and the quantity provided. The invoice shall also identify each purchase order covered by the invoice by the number of the purchase order, the date, and the name of the person placing the order. All items shall be invoiced based on the same unit of measure shown on Exhibit 1.

Contractor shall bill County as provided in Exhibit 1. County shall have the right to withhold from payments due Contractor such sums as are necessary in County's sole opinion to protect County from any loss, damage, or claim which may result from Contractor's failure to perform in accordance with the terms of the Contract.

**Discounts for Early Payment.** If the County is entitled to a cash discount for payment within a particular period of time, the time period shall start on the date the entire order is delivered or the date the invoice is received whichever is later.

**County Purchases Not Required and Subject to Change.** County is not required to make any purchases under this Contract. County may add products to this Contract at prices agreed upon by County and Contractor.

**County to Purchase from Primary Vendor; Exceptions.** If Contractor is the primary vendor for an item described in Exhibit 1, County shall purchase that item from Contractor unless, for a particular purchase, that item is not available from Contractor or because of the geographic location of Contractor or other reason it is in the County's economic interest to purchase that item from another contractor. If Contractor

is shown as the secondary vendor for an item described in Exhibit 1, County shall purchase that item from Contractor rather than the primary vendor only when that item is not available from the primary vendor, or because of the geographic location of Contractor or other reason, it is in the County's economic interest to purchase that item from Contractor.

## STANDARD TERMS AND CONDITIONS

1. **Time is of the Essence.** Time is of the essence in the performance of this Contract.
2. **Subcontracts and Assignment.** Contractor shall not subcontract any of its obligations under this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of County.
3. **No Third Party Beneficiaries.** County and Contractor are the only Parties to this Contract and are the only Parties entitled to enforce its terms. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
4. **Successors in Interest.** The provisions of this Contract shall be binding upon and inure to the benefit of the Parties and their successors and approved assigns, if any.
5. **Early Termination.** This Contract may be terminated as follows:
  - a. County and Contractor, by mutual written agreement, may terminate this Contract at any time.
  - b. County in its sole discretion may terminate this Contract for any reason on 30 days written notice to Contractor. During the first 60 days of this Contract, County may in its discretion terminate this Contract for any reason on 10 days written notice to Contractor.
  - c. Either County or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.
  - d. Notwithstanding section 5(c), County may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation or non-renewal of any license, permit or certificate that Contractor must hold to provide services under this Contract.
6. **Payment on Early Termination.** Upon termination pursuant to section 5, payment shall be made as follows:
  - a. If terminated under 5(a) or 5(b) for the convenience of the County, the County shall pay Contractor for goods ordered by County prior to termination and delivered to County provided that such goods conform to the Contract. County shall not be liable for direct, indirect or consequential damages resulting from termination. Termination shall not result in a waiver of any claim County may have against Contractor.
  - b. If terminated under 5(c) by the Contractor due to a breach by the County, then the County shall pay the Contractor for goods ordered by County prior to termination and delivered to County provided that such goods conform to the Contract.
  - c. If terminated under 5(c) or 5(d) by the County due to a breach by the Contractor, then the County shall pay the Contractor for goods ordered by County prior to termination and delivered to County provided that such goods conform to the Contract, less any setoff to which the County is entitled.
7. **Remedies.** In the event of breach of this Contract, the Parties shall have the following remedies:
  - a. If terminated under 5(c) by the County due to a breach by the Contractor, the County may substitute another contractor to supply the goods to be provided under this Contract. If the cost of goods supplied over the remaining term of this Contract exceeds the cost that County would have paid under the terms of this Contract if Contractor had not breached this Contract, then Contractor shall pay to the County the difference.

- b. In addition to the remedies in sections 5 and 7 for a breach by the Contractor, the County also shall be entitled to any other equitable and legal remedies that are available.
  - c. If the County breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.
8. **Access to Records.** Contractor shall maintain fiscal records and all other records pertinent to this Contract. All fiscal 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. All such records shall be retained and kept accessible for at least six years following final payment. County's authorized representatives shall have the right to direct access to all of Contractor's books, documents, papers and records related to this Contract for the purpose of conducting audits and examinations and making copies, excerpts and transcripts. County shall reimburse Contractor for Contractor's cost of preparing copies.
9. **Compliance with Applicable Law.** Contractor shall comply with all federal, state, and local laws applicable to this Contract, and all regulations and administrative rules established pursuant to those laws, including, without limitation, the following:
- a. Contractor shall make payment promptly, as due, to all persons supplying to the Contractor labor or material for the prosecution of the Work provided for in this Contract; pay all contributions or amounts due the Industrial Accident Fund from the Contractor or subcontractor incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished; and pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. Contractor shall further demonstrate that an employee drug testing program is in place, pursuant to ORS 279C.505.
  - b. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as the claim becomes due, the County may pay the claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Contract. The payment of a claim in the manner authorized in this section shall not relieve the Contractor or the Contractor's surety from any obligation with respect to any unpaid claims. Unless the payment is subject to a good faith dispute as defined in ORS 279C.580 through 279C.590, if Contractor or any first-tier subcontractor fails to pay any claim for materials or labor furnished under this Contract within 30 days after being paid by County, interest shall be due on the claim as specified in ORS 279C.515(2) at the end of the 10-day period that payment is due under ORS 279C.580 through 279C.590. In accordance with ORS 279C.515, a person with any unpaid claim may file a complaint with the Construction Contractor's Board unless the complaint is subject to a good faith dispute as defined in ORS 279C.580 through 279C.590.
  - c. In accordance with ORS 279C.520, Contractor shall not employ any person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it. The laborer shall be paid at least time and a half pay when: (i) overtime is in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; (ii) overtime is in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and (iii) work is performed on Saturday and Sunday and legal holidays specified in any applicable collective bargaining agreement or ORS 279C.540. The requirement to pay at least time and a half for all overtime worked in excess of 40 hours in any one week, shall not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 219 from receiving overtime.
  - d. Contractor shall promptly, as due, make payments to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of the Contractor, of all sums which the Contractor agrees to pay for the services and all moneys and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for the service. All employers working under this Contract are subject employers that must comply with ORS 656.017, unless exempt under ORS 656.126.
  - e. Contractor shall maintain in effect all licenses, permits and certifications required by state law or County policy for the performance of the Work. Contractor shall notify County immediately if any license, permit, or certification required for performance of this Contract shall cease to be in effect for any reason.

- f. Contractor shall include in each subcontract for property or services with a first tier subcontractor a clause that obligates the Contractor to pay the first tier subcontractor for satisfactory performance under its subcontract within 10 days out of the amounts as are paid to the Contractor by the County. Contractor shall also include in each subcontract a clause that states that if the Contractor fails to pay any claim for materials or labor furnished under this Contract within 30 days after being paid by County, interest shall be due on the claim as specified in ORS 279C.515(2) at the end of the 10-day period that payment is due under ORS 279C.580 through 279C.590. Contractor shall require each first tier subcontractor to include a payment clause and interest clause conforming to the requirements of ORS 279C.580 through 279C.590 in each of its subcontracts, and to require each of its subcontractors to include a similar clause in each contract with a lower tiered subcontractor or supplier.
  - g. In accordance with ORS 279C.510, if the Work includes demolition, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective. If this Contract includes lawn or landscape maintenance, the Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.
- 10. **Indemnity.** Contractor shall defend, save, hold harmless, and indemnify County and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorneys fees, resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract. Contractor shall have control of the defense and settlement of any claim that is subject to this section. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Multnomah County Attorney's Office, authority to act as legal counsel for County, nor shall Contractor settle any claim on behalf of County without the approval of the Multnomah County Attorney's Office. County may, at its election and expense, assume its own defense and settlement.
- 11. **Insurance.** Contractor shall provide insurance in accordance with Exhibit 2. If Contractor ships all good to be supplied under this Contract by common carrier and will not make deliveries to the County using its own employees, proof of insurance as set forth in Exhibit 2 will not be required.
- 12. **Waiver.** Waiver of any default under this Contract by County shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.
- 13. **Governing Law.** The provisions of this Contract shall be construed in accordance with the laws of the State of Oregon and ordinances of Multnomah County, Oregon. Any legal action involving any question arising under this Contract must be brought in Multnomah County, Oregon. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the District of Oregon.
- 14. **Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, 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 this Contract did not contain the particular term or provision held invalid.
- 15. **Merger Clause.** This Contract and the attached exhibits 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 given.
- 16. **Anti-discrimination Clause.** Contractor shall not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity, 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. Contractor shall include a provision in each sub-contract requiring subcontractors to comply with the requirements of this clause.
- 17. **EEO Compliance.** Contractor agrees that if, at any time under the term of this Contract, it has employees and will earn more than \$75,000 as a result of this Contract, Contractor will not:
  - a. Discriminate against employees or applicants based on race, color, religion, sex, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity, or source of

income;

- b. Solicit or consider employment recommendations based on factors other than personal knowledge or records of job-related abilities or characteristics;
  - c. Coerce the political activity of any person;
  - d. Deceive or willfully obstruct anyone from competing for employment;
  - e. Influence anyone to withdraw from competition for any position so as to improve or injure the employment prospects of any other person;
  - f. Give improper preference or advantage to anyone so as to improve or injure the employment prospects of that person or any other employee or applicant.
18. **Patent Infringement.** Contractor agrees to indemnify and hold harmless County against all claims for patent infringement arising from the purchase, installation, or use of any item delivered to County and to assume all expenses, including attorney fees and pay all damages arising from such claim.
19. **Intergovernmental Agreement.** Pursuant to ORS 279A.215, other public agencies may establish contracts or price agreements directly with the Contractor under the terms, conditions and prices of the original Contract.
20. **Delivery.** All deliveries shall be FOB destination specified in the Contract with all transportation and handling charges paid by Contractor, unless otherwise specified in the Contract. Liability for loss or damage shall remain with the Contractor until final inspection and acceptance by the County.
21. **Liens.** Contractor shall not permit any claim to be filed or prosecuted against the County or any lien against the property purchased in connection with this Contract and agrees to assume responsibility should such lien or claim be filed.
22. **General Product Requirements.** All items delivered shall conform with this Contract and manufacturer's specifications and be in first class condition. Acceptance by the County shall be subject to inspection and approval. In case of conflict between this Contract and the manufacturer's specifications the terms of this Contract shall prevail. The apparent silence of the Contract as to any detail or the apparent omission of a detailed description concerning any point shall be regarded as meaning that only best commercial practice is to prevail and that only items manufactured with material and workmanship of first quality are to be supplied. All items delivered shall be of identical style, quality and appointments as those offered to the trade in general during the course of the model year. All items delivered shall be new current models, free and clear of all liens and encumbrances. Unless otherwise provided in this Contract, items shall, where appropriate, be prepared for delivery to and use by the County by a factory franchised agent. Each item delivered shall be accompanied by all pre-delivery inspection sheets, coupons, certificates, descriptive literature, warranty cards and information provided by the manufacturer and furnished to the trade in general. All such documents shall be properly completed and signed in accordance with industry standards. All items required by this Contract are to be UL listed shall indicate the current UL listing on the item. All items that are required by this Contract to have any other certification shall indicate that certification on the item or in the accompanying documentation.
23. **Inspection and Acceptance.** Goods furnished under this Contract shall be subject to inspection and testing by the County at times and places determined by the County. If the County finds goods furnished to be incomplete or not in compliance with the Contract, the County, at its sole discretion, may either reject the goods, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods to the County at a reduced price, whichever the County deems equitable under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by the County, the County may reject the goods and cancel the Contract in whole or in part. Nothing in this section shall in any way affect or limit the County's rights as buyer under the Uniform Commercial Code, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.
24. **Warranty and Service.** Contractor warrants all goods delivered to be free from defects in labor, material and manufacture and to be in compliance with this Contract. All implied and express warranty provisions of the UCC are hereby incorporated by reference. Further, Contractor represents and warrants 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. All items delivered shall carry either the standard manufacturer's warranty or service policy providing that warranty work will be performed by any authorized manufacturer's dealer, or if specified in the Contract, the warranty and service policy called for in the Contract. In addition, unless otherwise noted in

the Contract, the warranty and service policy indicated above shall include the following terms and conditions:

- a. There shall be no distance or time limitations, not applicable to the trade in general, on either standard or extended warranty or labor. All franchised or authorized dealers of the item in the state shall honor warranty. Warranty maintenance requirements, when performed by County, shall be acceptable to dealer when said work performance meets or exceeds the dealer certification requirements. County shall provide evidence of such work performance upon request, as required by the manufacturer. Any extended warranty period customarily granted shall be made available to County at no additional cost.
  - b. County shall be advised of all product recalls on all or any part of the item at no additional cost. All product recall information, replacement parts and labor, shall be provided to the County as soon as available to dealer.
25. **Hazardous Materials** Contractor warrants that goods provided under this Contract comply with all federal Occupational Safety and Health Administration (OSHA) requirements and will all Oregon safety and health requirements including those of the Workers' Compensation Division. All items that include hazardous materials shall be labeled in accordance with law with the names of the hazardous ingredients, the hazards of the materials and the appropriate precautions. Contractor shall provide a Material Safety Data Sheet as defined by OSHA for any goods provided under this Contract which may release, or otherwise result in exposure to, a hazardous substance under normal conditions of use. In addition, Contractor shall label, tag or mark such goods. Those materials for which toxicological or hazard data are unavailable shall carry a label stating: "Toxicological and other hazards unknown. Handle as extremely hazardous."
26. **Recyclable Products.** Contractor shall use recycled and recyclable products to the maximum extent economically feasible.
27. **Quarterly Reports.** Contractor shall provide quarterly reports to County which shows each item purchased from County in the prior quarter, the individual cost of each item, and the total cost of all items purchased in the quarter.

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### CONTRACTOR DATA AND SIGNATURE

**NOTE: Contractor must also complete and sign Exhibit 3, and (if attached) Exhibit 4.**

Business Type (check one):  Sole Proprietorship  Partnership  Corporation-for profit  
 Other (describe here):

**I have read this Contract. I understand the Contract, including the attached exhibits, and agree to be bound by its terms and conditions.**

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Name (print): \_\_\_\_\_ Date: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

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### MULTNOMAH COUNTY SIGNATURE

**This Contract is not binding on the County until signed by the Chair or the Chair's Designee.**

County Chair or Designee\*: \_\_\_\_\_ Date: \_\_\_\_\_

#### COUNTY ATTORNEY REVIEW

Reviewed:

JENNY M. MADKOUR, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Assistant County Attorney



**EXHIBIT 1  
MULTNOMAH COUNTY REQUIREMENTS CONTRACT FOR GOODS**

**Contract No:** \_\_\_\_\_

**STATEMENT OF WORK, COMPENSATION, PAYMENT, AND RENEWAL TERMS**

- 1. Contractor shall perform the following Work:**  
[Enter information]
- 2. The maximum payment under this Contract, including expenses, is \$X,XXX.XX**
- 3. Contractor shall be paid for the work on the following basis:**  
[Enter information]
- 4. Contractor shall submit invoices for the Work as follows:\*\***  
[Enter information]
- 5. In addition to the payment provided for in section 3, County will pay expenses on the following terms and conditions:**  
[Enter information]
- 6. The Contract may be renewed on the following basis:**  
[Enter information]
- 7. If funding for this Contract includes federal funds that could impose A-133 Audit requirements, the Catalogue of Federal Domestic Assistance (CFDA) number(s) and titles are shown below. If there is any change to funding for this Contract to add additional federal funds, Contractor will be notified via letter.**

<b>CFDA #</b>	<b>Program Title</b>
[Enter Number]	[Enter Title]

\*\*County shall have the right to withhold from payments due Contractor such sums as are necessary in County's sole opinion to protect County from any loss, damage, or claim which may result from Contractor's failure to perform in accordance with the terms of the Contract or failure to make proper payment to suppliers or subcontractors. County shall not be obligated to pay Contractor until it has inspected and affirmatively accepted Contractor's work.

**EXHIBIT 3**  
**MULTNOMAH COUNTY REQUIREMENTS CONTRACT FOR GOODS**

Contract No. [Insert Contract Number]

**Certification Statement for Corporation or Independent Contractor**

**NOTE: Contractor Must Complete A or B below:**

**A. CONTRACTOR IS A CORPORATION, LIMITED LIABILITY COMPANY, OR A PARTNERSHIP.**

*I certify under penalty of perjury that Contractor is a (check one):*

- Corporation     Limited Liability Company     Partnership     Non-Profit Corporation authorized to do business in the State of Oregon

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**B. CONTRACTOR IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR.**

*Contractor certifies under penalty of perjury, that the following statements are true:*

1. If CONTRACTOR is providing services under this Contract for which registration is required under ORS Chapter 671 (architects and landscape contractors) or 701 (construction contractors), CONTRACTOR has registered as required by law.
2. CONTRACTOR is free to determine and exercise control over the means and manner of providing the service, subject to the right of the County to specify the desired results.
3. CONTRACTOR is responsible for obtaining all licenses or certifications necessary to provide the services.
4. CONTRACTOR is customarily engaged in providing services as an independent business. CONTRACTOR is customarily engaged as an independent contractor if at least three of the following statements are true.

NOTE: Check all that apply. You must check at least three (3) to establish that you are an independent contractor.

- A. CONTRACTOR's services are primarily carried out at a location that is separate from CONTRACTOR's residence or primarily carried out in a specific portion of the residence which is set aside as the location of the business.
- B. CONTRACTOR bears the risk of loss related to the services provided under this Contract.
- C. CONTRACTOR provides services to two or more persons within a 12-month period or Contractor routinely engages in business advertising solicitation or other marketing efforts reasonably calculated to obtain new contracts for similar services.
- D. CONTRACTOR makes a significant financial investment in the business.
- CONTRACTOR has authority to hire additional persons to provide the services and has authority to fire such persons.

Contractor  
Signature: \_\_\_\_\_

Date: \_\_\_\_\_

ATTACHMENT 2



**BID FORM RESPONSE PACKET**

**Bid No: 4000004007**

**Bid Title: ACCESS CONTROL, ID CARDS, AND INTRUSION DETECTION SYSTEM PARTS AND PRODUCTS**

**BIDDER COMPANY  
NAME:**

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**BIDDER ADDRESS:**

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**BIDDER CONTACT:**

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**CONTACT PHONE:**

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**CONTACT EMAIL:**

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***YOUR BID MUST BE SUBMITTED IN THIS BID FORM PACKET***

## BID FORM

**BID NUMBER:** 4000004007

**BID TITLE:** Access Control, ID Cards, and Intrusion Detection System Parts and Products

### Bid Pricing Form

**Bid Quote:**

A. Attach manufacturer's price lists for the following manufacturers:

- i. Altronix,
- ii. DSC,
- iii. ELK Products,
- iv. Enersys,
- v. George Risk Industries (GRI),
- vi. Inovonics, and
- vii. Kantech.

B. Complete the following chart with County discount from manufacturer's price lists.

Manufacturer	% Discount
Altronix	%
DSC	%
ELK Products	%
Enersys	%
George Risk Industries (GRI)	%
Home Safeguard	%
Inovonics	%
Kantech	%

C. Contract award will be made based on the prices given in the chart below:

Manufacturer	Model Number	Description	Units*	Price
Kantech	KT300 125k Unit	Door Controller	125	\$
Kantech	KT400	Door Controller	125	\$
Kantech	ioProx P325XSF	Card Reader	750	\$
Kantech	ioProx P20DYE	Thin Card	5000	\$
DSC	PC4020 Maxsys	Alarm System	25	\$
DSC	LCD4501	Keypad	75	\$
Inovonics	EN1210EOL	Transmitter	100	\$
Inovonics	EN4216MR	Transmitter	25	\$
Enersys	NP712	Battery	1000	\$
Home Safeguard	HO30S	Smoke Detector Tester	500	\$
Altronix	AL600ULPD8CB	Power Supply	50	\$
ELK	ELK-TRG1640	Transformer	150	\$
GRI	180-12WG	Steel Door Recessed Switch Set	250	\$
			<b>Total:</b>	<b>\$</b>

\*The number of units will be used for bid evaluation purposes only and does not represent, in any way, an estimated amount of purchases to be made under the Contract. The County may purchase additional related items.

## Company Certification Information

### Oregon Certified MBE, WBE, or ESB Number (if applicable):

1. The undersigned Bidder proposes and agrees if this bid is accepted, to enter into an Agreement with the County in the form included in the Bid Documents (Bidding Pages; Contract Terms, Conditions) to complete all Work as specified or indicated in the Bid Documents for the Contract Price, within the Contract Time indicated in this Bid, and in accordance with the Bid Documents.
2. Bidder is a Resident Bidder, Non-Resident bidder as defined in ORS 279A.120.

If a Non-resident Bidder, enter state of residency: \_\_\_\_\_

ORS 279A.120 (2)(b) states that a public contracting agency shall, for the purpose of awarding the contract, "add a percent increase on the bid of a nonresident bidder equal to the percent, if any, of the preference given to the 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, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder". ORS 279A.120 (1)(b)

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

3. In submitting this Bid, the Bidder represents that:
  - a. Bidder accepts all of the terms and conditions of the Instructions to Bidders. Bidder will sign the Contract and submit other documents required by the Bid Documents upon signing of the Contract.
  - b. Bidder has not discriminated against minority, women, or emerging small business enterprises in obtaining any required subcontracts in accordance with ORS 279A.110.
  - c. Bidder has examined the Bid Documents and the following addenda, receipt of which is hereby acknowledged:

(1) Addendum No: _____	Date: _____
(2) Addendum No: _____	Date: _____
(3) Addendum No: _____	Date: _____
(4) Addendum No: _____	Date: _____
  - d. Bidder has examined the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Bidder deems necessary.
  - e. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or

corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; bidder has not solicited or induced any person, firm or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for Bidder any advantage over any other Bidder or over Multnomah County.

- f. Bidder is not disqualified as a bidder on public contracts by any public contracting agency.
- 4. Bidder will perform the work in accordance with the Bid Documents, and will comply in all respects with the terms of the resulting Contract upon award.
- 5. Business Designation (check one):  
Sole Proprietorship  Partnership  Corporation  Limited Liability Co.   
Other: \_\_\_\_\_
- 6. Bidder Name: \_\_\_\_\_  
Bidder Mailing Address: \_\_\_\_\_  
Bidder Telephone Number: \_\_\_\_\_  
Bidder Email Address: \_\_\_\_\_  
If Incorporated, State of Incorporation: \_\_\_\_\_
- 7. Bidder certifies to the best of its knowledge and belief that neither it nor any of its principals:
  - a. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or proposals by any federal, state or local entity, department or agency;
  - b. Have within a five-year period preceding the date of this certification been convicted of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in the previous paragraph of this certification;
  - d. Have, within a five-year period preceding the date of this certification had a judgment entered against contractor or its principals arising out of the performance of a public or private contract;
  - e. Have pending in any state or federal court any litigation in which there is a claim against contractor or any of its principals arising out of the performance of a public or private contract; or
  - f. Have within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance.
  - g. Compliance with Tax Law. Contractor shall pay all taxes owed to a public body, as defined in ORS 174.109, and attests to compliance with the tax laws of this state or a political subdivision of this state including, but not limited to ORS 305.620, and ORS chapters 316, 317, and 318. Contractor will continue to comply with the tax laws of this state or a political subdivision of this state during the term of this contract. Failure to comply with this contract term is a default for which County may terminate the contract and seek damages and other relief available.
- 8. CERTIFICATION REGARDING CONFLICT OF INTEREST  
"Organizational conflict of interest" means that, because of other activities or relationships with other persons or firms, a Contractor's or Vendor's (including its principal participants, directors, proposed consultants or subcontractors) objectivity in performing the Work would or might be otherwise impaired.

The Bidder certifies to the best of its knowledge and believes that neither it nor any of its principal participants and agents:

- a. Have any relationships with any firms or individuals that are or appear to be an organizational conflict of interest.
- b. Has or has had the following relationships with the specific firm(s)/individual(s), identified below, which may be determined to be an organizational conflict of interest. I understand that based on the information provided by Bidder, Multnomah County may exclude the Bidder from further consideration and may withdraw its selection if the real or apparent organizational conflict of interest cannot be avoided or mitigated. Bidder further certifies that the degree and extent of the relationship of the Bidder with these named firm(s)/individual(s) have been fully disclosed below.

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**Where Bidder is unable to certify to any of the statements in this certification, Bidder shall attach an explanation to their offer. The inability to certify to all of the statements may not necessarily preclude Bidder from award of a contract under this procurement.**

**Signature of Bidder:** \_\_\_\_\_

Name: (printed) \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**FAILURE TO COMPLETE AND SIGN THIS FORM MAY RESULT IN REJECTION OF THE BID.**