



**WASHINGTON
COUNTY,
OREGON**

Quote submissions will be accepted in electronic form.

INVITATION TO QUOTE

**LAW ENFORCEMENT DUTY GEAR REQUIREMENTS
CONTRACT**

FOR

WASHINGTON COUNTY

QUOTE CLOSING: 11:00 A.M., Tuesday, June 11, 2019

(NO. 2019.077Q)

PLEASE NOTE:

Copies of Invitation to Quote (ITQ) documents obtained from sources other than the Washington County Purchasing Division or ORPIN are not valid documents.

The County has strict requirements for insurance. Responders are strongly advised to consult with their insurance agents to verify that the minimum insurance standards can be met. See the "Insurance Requirements Certification Form" in the Quote packet for the requirements for this quote.

COPY OF NOTICE

WASHINGTON COUNTY, OREGON
INVITATION TO QUOTE
(No. 2019.077Q)

Washington County is requesting quotes for a five-year law enforcement duty gear requirements contract for Washington County Sheriff's Office.

Quotes must be received by **11:00 A.M., Tuesday, June 11, 2019** in the Washington County Purchasing Division Office, Suite 226, 1890 Building, 180 East Main Street, Hillsboro, OR 97123. Quotes will be opened immediately thereafter. Quotes received after the designated time and date, per the official bid clock located in Purchasing, will not be considered.

A copy of the Quote document is posted on the Oregon Procurement Information Network (ORPIN) at <http://orpin.oregon.gov>. Proposal documents can be viewed and downloaded from the ORPIN site. Proposers are responsible for checking the ORPIN site for any addendums before submitting their proposals or they may request this information using the Washington County Purchasing Division website at www.WashCoPurch.com

The maximum allowable amount under the resulting contract will be **\$100,000**.

The County may reject any quote not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all quotes upon a finding of the County it is in the public interest to do so.

The County reserves the right to reject any and all quotes and to waive any and all informalities in the best interest of the County.

Dated this 20th day of May 2019.

Nick Ioanna
Senior Buyer
503-846-3585

Published: May 20, 2019 on ORPIN

GENERAL INSTRUCTIONS TO RESPONDERS

The following instructions, terms and conditions apply to all quotes or other such offers to provide services to Washington County.

1. ELECTRONIC COPIES

- 1.1 Electronic copies of the quote documents are available through the Oregon Procurement Information Network (ORPIN) at <http://orpin.oregon.gov>.
- 1.2 All addenda will be posted electronically on ORPIN. Responders should check ORPIN to verify they have all addenda and review the Question and Answer folder before submitting their quotes. All submittals must be in hard copy form unless otherwise indicated in the Special Instructions.

2. PRECEDENCE

- 2.1 The order of precedence of documents is as follows:
 - 2.1.1 Special Instructions
 - 2.1.2 Specifications
 - 2.1.3 General Instructions

3. RESPONDER RESPONSIBILITY

- 3.1 If this request requires quoting on all items, failure to do so will disqualify the quote. If quoting on all items is not required, responders should insert the words “No Quote” in the space provided for any item on which no price is submitted.

The responder further agrees to the following:

- 3.2 To examine all specifications and conditions thoroughly.
- 3.3 To comply with all Federal, State and County laws, ordinances, and rules.
- 3.4 To comply fully with specifications as attached for the agreed quote and/or resulting contract.
- 3.5 To accept any claims, liens, and demands to indemnify the County and preserve harmless the County or the County’s property during the entire time of delivery and/or resulting contract duration.
- 3.6 To meet the highest standards prevalent in the industry or business most closely related to the goods of this quote.

4. SPECIFICATION REQUIREMENTS

- 4.1 Responders shall comply with all specifications as listed.

GENERAL INSTRUCTIONS TO RESPONDERS

4.2 The apparent silence of the quote 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.

4.3 All items offered of an electrical nature shall indicate the current UL listing, if applicable. 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 applicable. Any other certification such as Factory Mutual, etc., shall be noted in the offer.

5. CHANGES

5.1 The County, by written order, may make changes in the following areas:

5.2 Drawings, design, and/or specifications where the product is a special order or separate project for the County.

5.3 The method of shipment or packaging.

5.4 The place of delivery.

5.5 If said change(s) increases or decreases the net cost of the product, the County and the Contractor agree to negotiate an equitable adjustment.

5.6 The Contractor shall not make any changes in the specifications or other requirements without the express prior written consent of the County. Any proposed changes shall be presented in writing to County management not less than fourteen (14) calendar days prior to the proposed effective date of said change.

5.7 Any claims made for adjustment hereunder shall be served within thirty (30) calendar days of completion of delivery.

5.8 Nothing in this clause shall excuse the contractor from proceeding with the resulting contract as changed.

5.9 The additions of similar or related work or materials or unidentified needs.

6. INTERGOVERNMENTAL COOPERATIVE PURCHASING

6.1 Pursuant to ORS 279A and Washington County Procurement Rules, other public agencies shall have the ability to establish contracts or price agreements under the terms, conditions and prices of the original contract established from this request.

6.2 Any responder, by written notification included with their response, may decline to extend the prices and terms to other public agencies.

GENERAL INSTRUCTIONS TO RESPONDERS

- 6.3 Each contracting agency will execute a separate contract with the Contractor for its requirements.
- 6.4 Any such purchases shall be between the Contractor and the participating public agency and shall not impact the Contractor's obligation to Washington County. Any estimated purchase volumes listed herein do not include other public agencies and Washington County makes no guarantee as to their participation.
- 6.5 Contractor shall provide information regarding total usage of contract upon the request of Washington County

7. DISCRIMINATION IN SUBCONTRACTING

- 7.1 A contractor who contracts with a public contracting agency shall not discriminate against minority, women or emerging small business enterprises in the awarding of subcontracts. The bidder shall certify by signing the Certification and Contract Offer that they have not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts.
- 7.2 The public contracting agency may disqualify any person as a responder on a public contract if the agency finds that the person has violated this section in a contract between the person and the agency.
- 7.3 If the person wishes to appeal the disqualification, the appeal procedure shall be pursuant to ORS 279C.450.

8. WARRANTIES

- 8.1 The responder warrants that all products furnished hereunder shall be merchantable and fit for the particular purpose as specified herein. All warranties assigned to the County by application of the Uniform Commercial Code, either express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose are expressly incorporated herein.

9. FORMS

- 9.1 An individual of the company who is authorized to legally obligate the company must sign the Certification and Contract Offer in ink before an award will be made. By signing the Certification and Contract Offer form, responder acknowledges acceptance of all elements of this invitation to quote.
- 9.2 An offer may not be considered for award where the Certification and Contract Offer has been deleted, omitted, modified or not properly signed prior to presentation to the County Administrator for award.
- 9.3 After award of contract, the Contractor shall be prepared to complete and file all forms,

GENERAL INSTRUCTIONS TO RESPONDERS

with the County and the State in a timely manner.

10. QUOTE SUBMISSION

- 10.1 All quotes must be in a sealed package and addressed to the Washington County Purchasing Division at the address given below. The name and address of the responder should appear on the outside of the package. The outside lower left-hand corner should state the quote title, quote number and the quote closing date and time. The address for the quote to be mailed or delivered is:

Washington County Purchasing Division
1890 Building
180 East Main Street, Suite 226, MS 28
Hillsboro, OR 97123

- 10.2 Responders are required to use the quote forms furnished by Purchasing. Please retain a copy for your records.

11. QUOTE OPENING

- 11.1 All quotes received will be publicly opened immediately after the quote closing date and time in the Purchasing Division Office at 180 East Main Street, Suite 226 Hillsboro, Oregon. All responders and other persons who may be interested in this matter are invited to be present.
- 11.2 Quotes shall be typed or prepared in ink and shall be signed by the responders or an authorized representative of the responder. Quotes shall be made on the form provided. The person authorized to sign the Certification and Contract Offer must initial any alterations or erasures to the quote form packet in ink.
- 11.3 Quotes shall contain a fully executed quote package, including all required documents and descriptive literature. All applicable blanks must be completed. Any statement accompanying and tending to qualify a quote may cause rejection unless the statement is required or permitted.
- 11.4 Phone quotes will not be accepted. Electronic (E-Bid) or fax quotes are not permitted unless authorized by the Special Instructions.
- 11.5 Any quote or quote modification received after the exact time specified for receipt will not be considered. It is the sole responsibility of the responder to ensure receipt of quotes or quote modifications by the County by the specified time.

GENERAL INSTRUCTIONS TO RESPONDERS

12. RIGHTS OF THE PURCHASING SUPERVISOR

- 12.1 To waive any irregularities in the quotes submitted.
- 12.2 To base awards with due regard to price, delivery, compliance with specifications, and other such factors as may be necessary in the circumstances.
- 12.3 To make awards to any responder(s) whose quote, in the opinion of management is the lowest responsible quote.
- 12.4 To cancel the procurement and/or reject any quote or portions thereof in accordance with ORS 279B.100 .

13. QUALIFICATIONS OF RESPONDERS

- 13.1 Qualifications may be evaluated when determining the successful responder. Responders may be required to produce acceptable personal, business, and credit references and completed examples of previous work of a similar nature.
- 13.2 The County reserves the right to investigate references and to consider the past performance of any responder with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of goods/services on schedule, and its lawful payment of employees and workers whether or not specifically listed by the responder.

14. CRITERIA FOR AWARD OF CONTRACT

- 14.1 The County intends to award the quote to the lowest responsible responder(s) who has met all the requirements of the specifications, and who is not disqualified or debarred under Washington County Purchasing Rules.
- 14.2 Quote results will be posted on [ORPIN](http://orpin.oregon.gov) at <http://orpin.oregon.gov>

15. LOW TIE QUOTES

- 15.1 Low tie quotes are subject to the Oregon preference contained in ORS 279A.120:

“For purposes of awarding a public contract, a contracting agency shall give preference to goods or services that have been manufactured or produced in this state if price, fitness, availability and quality are otherwise equal.”
- 15.2 Low tie quotes that remain after application of the statutory Oregon preference shall be awarded according to the following sequence:
 - A Preference shall be given to the responder whose principal offices or headquarters are located in Oregon.

GENERAL INSTRUCTIONS TO RESPONDERS

- B. If a tie still remains after applying (A) above, award shall be made by drawing lots among any tied Oregon responders. Such responders shall be given notice and an opportunity to be present when lots are drawn.
- C. If none of the tied responders is located in Oregon, award of the contract shall be made by drawing lots among the tied responders.

16. ACCEPTANCE, REJECTION OR CANCELLATION OF AWARD

16.1 This request does not commit the County to award a contract. Washington County reserves the right to cancel award of this contract at any time before execution of the contract if cancellation is deemed to be in the County's best interests. In no event shall the County have any liability for the cancellation of the award.

16.2 Execution of a contract is subject to budget approval and budgetary constraints.

17. EMPLOYMENT STANDARDS

17.1 When delivering to County premises, the successful bidder agrees that upon request by the County, it shall remove from County premises any employees, subcontractors or agents who, in the reasonable opinion of the County, has been involved in inappropriate conduct; bringing any unauthorized personnel (including their own children) into a County facility; are involved with the unauthorized use of County equipment, or are not qualified to perform the work assigned.

18. LABOR

18.1 Bidder shall be familiar and comply with all applicable rules and statutes found in the Oregon Revised Statutes and the Oregon Administrative Rules relating to minimum wage, preference in employment, eight-hour laws and other such information having a bearing on the employment of personnel.

18.2 Contractor agrees to take immediate and reasonable steps to maintain its provisions of goods under the resulting contract in the event of any labor action involving its employees on County premises or elsewhere.

19. GUARANTEE

19.1 Contractor agrees to repair any failures due to inferior workmanship and/or materials without additional expense to the County.

19.2 Contractor shall be responsible for redecorating, restoring, or otherwise repairing any portion of the County's premises, facilities, or County owned properties or right of ways which are damaged by the contractor and its agents in the delivery of materials, without expense to the County.

GENERAL INSTRUCTIONS TO RESPONDERS

20. OSHA

- 20.1 During the performance of the resulting contract, the responder 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.
- 20.2 The responder shall further agree to hold the County, its employees, agents, commissioners, and assigns harmless and free from liability for failure to comply with said standards and regulations by the responder. It shall be the sole responsibility of the responder to remain familiar with said standards and regulations and maintain their enforcement.

21. HAZARDOUS MATERIALS

- 21.1 All materials that include solvents, paints, cleaning agents, chemicals, reagents or other hazardous materials shall be labeled in accordance with Oregon law with the name(s) of the hazardous ingredient(s), the hazard(s) of the material(s) and the appropriate precautions. Materials for which toxicological or hazard data are unavailable shall carry a label stating: *“Toxicological and other hazards unknown. Handle as extremely hazardous.”*
- 21.2 Whenever possible, the successful bidder should use environmentally preferable products which present a lesser impact to the public health and the environment than competing products.
- 21.3 Successful Bidder agrees, upon execution of the resulting contract, to submit a copy of the relevant material safety data sheet(s) for any chemical substance the Contractor will bring on to the County’s premises and use as part of the work.

22. PATENT OR FRANCHISE INFRINGEMENT

- 22.1 The responder agrees to protect the County against all claims for patent or franchise infringement arising from the purchase, installation, or use of the material(s) or service(s) ordered from this request, and to assume all expense and damage arising from such claims.

23. ASSIGNMENT TO THE COUNTY

- 23.1 By entering into the resulting contract, the Successful Bidder irrevocably assigns to Washington County any claim or cause of action which the Successful Bidder now has or which may accrue in the future, including, at the option of Washington County, the right to control any such litigation, by reason of any violation of 15 USC 15 §1-15 or ORS 646.725 or ORS 646.730, in connection with any goods or services provided to the Successful Bidder by any person which are used, in whole or in part, for the purpose of carrying out the contractor's obligations under the resulting contract.

GENERAL INSTRUCTIONS TO RESPONDERS

- 23.2 Successful Bidder shall require any subcontractor to irrevocably assign to Washington County, as a third party beneficiary, any right, title or interest that has accrued or may accrue to the subcontractor by reason of any violation of 15 USC 15 §1-15, ORS 646.725 or ORS 646.730, including, at the option of Washington County, the right to control any litigation arising thereunder, in connection with any goods or services provided to the subcontractor by any person, in whole or in part, for the purpose of carrying out the subcontractor's obligations as agreed to by the Successful Bidder in pursuance of the completion of the resulting contract.
- 23.3 In connection with this assignment, it is an express obligation of the Successful Bidder that it will take no action that any way diminishes the value of the rights conveyed or assigned hereunder to the County. It is an express obligation of the Successful Bidder to advise the Office of County Counsel for Washington County:
- A. In advance of its intention to commence any action on its own behalf regarding such claims or causes of action,
 - B. Immediately, upon becoming aware of the fact that an action has been commenced on its own behalf by some other person or persons, of the dependency of such action; and
 - C. The date on which it notified the obligor(s) of any such claims for relief or causes of action of the fact of its assignment to the County.

24. OWNERSHIP AND USE OF DOCUMENTS

- 24.1 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 of said documents submitted to the County as a result of this solicitation.

25. ORDER PLACEMENT

- 25.1 Blanket purchase orders will be issued for the term of the agreement. The County's contract administrator will provide to the contractor a list of employees authorized to place orders.
- 25.2 The purchase order or resulting contract reference shall appear on all invoices, packing lists, packages, shipping notices, instruction manuals, and any correspondence.
- 25.3 Washington County reserves the right to cancel any unshipped or uncompleted portion of this order. Time of delivery is part of the essence of the contract and the order is subject to cancellation for failure to deliver or perform on time.
- 25.4 Washington County is exempt from Federal Excise Taxes. An exception certificate will

GENERAL INSTRUCTIONS TO RESPONDERS

be furnished upon request.

26. ADDITIONS/DELETIONS

26.1 The County reserves the right to add or delete items similar to those specified in the resulting contract as requirements change during the period of the contract. Prices for items to be added to the contract will be mutually agreed to by Washington County and the contractor.

27. SUCCESSORS

27.1 All rights and obligations of bidder under this solicitation shall pass in total without modification to any successor regardless of the manner in which succession may occur.

28. PURCHASING BY CONTRACTOR

28.1 Contractor shall make all purchases in their own name and not in any way attempt to bind the County in its contractual agreements. Delivery of goods to County facilities will be at contractor's risk and expense.

29. CONTACT PERSONS

29.1 The Contractor shall designate one representative as the contact person for the resulting contract. The Contractor shall provide to the County contact information for the representative and shall keep this information current at all times.

30. PAYMENT

30.1 Payments shall be made upon submission of invoices on a monthly basis for all goods delivered during the month. Invoices approved by County will be paid within 30 days after approval.

31. PUBLIC CONTRACTING STATUTES

31.1 The provisions of Oregon Revised Statutes 279B.220 through 279B.235, Public Contracts, as applicable are incorporated herein by reference. Any responder accepting a purchase order from the County and/or executing a contract with the County for the delivery of materials and/or services agrees to comply with said provisions.

32. EMERGENCY PURCHASES

32.1 Under certain situations, the County may require immediate delivery and reserves the right to purchase any item covered by the resulting contract from other sources if the Contractor is unable to supply the item in a timely manner as determined by the County.

SPECIAL INSTRUCTIONS TO RESPONDERS

In addition to the General Instructions to Responders with Washington County, the following Special Instructions apply to this quote only.

33. GENERAL INFORMATION

- 33.1 Washington County is a political subdivision of the State of Oregon. It is located west of Portland, Oregon and extends to the Coast Mountains. The County seat of government and major facilities are located in Hillsboro, Oregon, approximately 20 miles from downtown Portland.
- 33.2 The resulting requirements contract will consist of law enforcement duty gear.
- 33.3 The County is not restricted to or limited by any estimated quantities listed. Approximate quantity does not constitute an order, but only implies the probable quantity the County may order.
- 33.4 The actual needs of the County in terms of variety and quantity may vary from that indicated in sample listings. Items and quantities are given for the purpose comparing quotes on a uniform basis and giving responders an approximate idea of usage by the County.

34. TIME FRAME:

DATE	ACTION
May 20, 2019	Issue Invitation to Quote Documents
Five (5) calendar days before Quote Closing	Last Date to Submit Questions
Tuesday, 11:00 AM June 11, 2019	Quote Closing Date and Time
July 1, 2019	Contract Start Date (Tentative)

- 34.1 The County reserves the right to modify this schedule at the County's discretion.

35. CONTACT PERSON

- 35.1 Direct all questions regarding the meaning or intent of the request documents in writing to the contact person, Nick Ioanna; Senior Buyer

E-mail: wcpurchasing@co.washington.or.us

Fax: (503) 846-8329

Phone: (503) 846-3585

- 35.2 The person specified above is also the person authorized to receive the quotes.

SPECIAL INSTRUCTIONS TO RESPONDERS

36. INTERPRETATIONS AND ADDENDA

- 36.1 Interpretations or clarifications considered necessary in response to questions will be posted to ORPIN.
- 36.2 Questions received less than seven (7) calendar days prior to the date for the closing of quotes will not be answered unless the County determines, in its sole discretion, it is in its best interest to do so.
- 36.3 Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 36.4 Addenda may also be issued to modify the quote documents at the discretion of the County.
- 36.5 Each responder shall ascertain prior to submitting their quote that they have received all addenda issued, and they shall acknowledge receipt on the Certification and Contract Offer.

37. QUOTE SUBMISSION REQUIREMENTS

- 37.1 Submit the response to this request to Nick Ioanna; Senior Buyer at Washington County Purchasing Office at 180 East Main Street, Suite 226, MS 28, Hillsboro, Oregon 97123.
- 37.2 To be considered each submittal shall contain the following:
 - A. Signed and Dated Certification and Contract Offer
 - B. Completed Quote Form
 - C. Signed Insurance Requirements Certification Form
- 37.3 To submit electronically: EMAIL –
 - 37.3.1 Transmission and Receipt. The County is not responsible for any failure attributable to the transmission or receipt of the electronic offer including, but not limited to the following:
 - (a) Receipt of garbled or incomplete documents.
 - (b) Availability or condition of the sending and/or receiving equipment.

SPECIAL INSTRUCTIONS TO RESPONDERS

- (c) Incompatibility between the sending and receiving equipment.
- (d) Delay in transmission or receipt of documents.
- (e) Failure of the responder to properly identify the offer documents.
- (f) Illegibility of offer documents.
- (g) Security and confidentiality of data.
- (h) Undelivered emails

37.4 Quotes received after the designated time and date will not be considered.

38. CONTRACT AWARD

38.1 Award will be to the two lowest responsive, responsible responders based on a total lump sum basis.

38.2 A primary and secondary award and contract will be let as a result of this solicitation.

38.3 The County reserves the right to reject any and/or all quotes in whole or in part and to not contract for any individual categories.

39. CONTRACT ADMINISTRATOR

39.1 The contract administrator is John Styer.

40. REQUIREMENTS CONTRACT

40.1 The term of the agreement resulting from this quote shall not exceed five years.

40.2 The agreement that will be executed for this contract will be a standard Washington County Requirements Contract, which incorporates terms and conditions from this quote document, as well as from the responder's response. A sample requirements contract is attached.

40.3 The total five-year expenditure for the resulting contract is estimated to be **\$100,000**.

41. PRICING

41.1 Quotes shall include any special handling charges.

41.2 Periodically during the contract period, invoiced prices may be audited to verify supplier compliance with contract pricing.

41.3 The quote price for each item or project shall be based on the net price per unit or project after all trade, cash, advertising, and government/institutional discounts. The price shall also be net of all excise, state, and federal taxes. Additional 'prompt payment' cash discounts may be a factor in judgment of quotes. Amounts representing the total quote price, obtained by computing the quantity times the unit price quoted, shall be entered by

SPECIAL INSTRUCTIONS TO RESPONDERS

the responder in the 'Total Price' column where called for. The unit price stated in the quote will govern in case of error.

- 41.4 All prices quoted shall be FOB destination unless indicated otherwise by the County.
- 41.5 The County, if calling for a certain quantity, may accept the offer at the unit price quoted for any quantity up to the quantity specified. If the offering responder cannot meet this requirement because of quantity discounts, round lots, etc., they must so state in the offer.

42. PRICE ADJUSTMENT

- 42.1 Revised Published Price Lists will be used as a means of price increases. However, all quotes are to be firm for a period of 365 calendar days after the quote closing date and Revised Price Lists will not be accepted by the County until after that date. Revised Published Price Lists will be accepted only in the event of an industry-wide price change, as evidenced by the issuance of revised price lists by the manufacturer. Price adjustments will not be made for changes in freight.
- 42.2 Price increases will not become effective until revised list(s) are submitted to the County Contract Administrator under contractor's cover letter identifying the applicable requirements contract number. Contractor cover letter and pricing list(s) must be dated, signed and submitted at least thirty (30) days prior to the date the increase becomes effective. The County reserves the right to accept or reject any proposed changes in prices or discounts. If the price changes are accepted, they shall become effective upon completion of the contract amendment process.
- 42.3 If price increases are necessary, the County must receive the same or better percentage discount from list as was reflected in the original quote prices.
- 42.4 All price decreases and store specials shall be passed through in total to the County on the effective date of the price decrease.
- 42.5 The County reserves the right to determine the acceptability of price verification documentation. Increases shall apply to orders issued on or after the effective date of the increase request once approved by the County. In the event of price increases(s), the County reserves the right to audit contractor's books and records relating to cost or pricing data.

43. DELIVERY REQUIREMENTS

- 43.1 Prices quoted shall be FOB destination and delivered as required, to Washington County Sheriff's Office, 215 SW Adams Avenue, Hillsboro, Oregon 97123-3874.
- 43.2 Desired delivery should be within seven (7) days after receipt of County purchase order.

SPECIAL INSTRUCTIONS TO RESPONDERS

44. SUBSTITUTIONS

- 44.1 For purposes of this request a brand name is used only to describe the quality and other characteristics of a product requested. Responders with products they feel are equal may submit those products for review by County staff.
- 44.2 Quotes submitted for products considered by the responder to be equal or better than the manufacturer's reference specified herein must be submitted with product literature sufficient for the County to evaluate the alternate offered. Quotes submitted for alternate products without product literature may be considered non-responsive and rejected.
- 44.3 The County reserves the right to make the final determination as to whether an alternate or equal meets the specifications.
- 44.4 Substitution requests will not be considered after 11:00 A. M., Friday, May 31, 2019. Requests received after that time and date will not be considered.
- 44.5 If the proposed substitution is approved, such approvals will be set forth in an addendum prepared by the County. Responders shall not rely upon approvals given in any other manner.

45. SUBSTITUTION SAMPLES

- 45.1 Substitution Samples shall be submitted no later than 11:00 A. M., Friday, May 31 2019. Samples are required in Section 44.
- 45.2 Substitution Samples shall fully represent the quality of produced items that can be expected. All samples will be returned at responder's expense, if requested.
- 45.3 Each Substitution Sample shall be marked with the Contractor's name and product name/item number.

46. INSURANCE

- 46.1 The insurance requirements for the resulting contract are outlined in the Insurance Requirements Certification Form. The responder must sign and return this form as part of their quote form packet.
- 46.2 The resulting contract requires entering the premises for delivery into County facilities. An additional insured endorsement must be provided for the general liability insurance policy. The endorsement for General Liability Insurance must name Washington County, its agents, officers, elected officials and employees as additional insureds

SPECIAL INSTRUCTIONS TO RESPONDERS

47. RESERVATIONS

47.1 The County reserves the right to obtain quotes from other firms for similar goods and to select any firm if it is in the best interest of the County.

48. INVOICING

48.1 All invoices will have the name of the County employee who ordered and/or picked up the goods.

48.2 Invoices will itemize each part and show the price as per the bid item price list.

SPECIFICATIONS

49. MATERIALS TO BE BID

49.1 The Washington County Sheriff's Office is requesting bids for duty gear to be used by its law enforcement officers for the following items:

ITEM NO.	ITEM/ DESCRIPTION	BRAND
1.	Duty Belt, black nylon, stranded thread, triple stitched at stress points, full length hook lining, skived ends to allow lower profile around buckle, and Caplok™ shatter resistant, polymer buckle with 3 point release, 2" wide	Bianchi 7220 or Equal
2.	Inner Belt with velcro, stranded thread, triple stitched at stress points, hook and loop closure, 1-1/2" wide	Bianchi 8106 or Equal
3.	Duty Belt Keepers, black, snaps, four (4) /package	Bianchi Accumold 7406 or Equal
4.	Double Handcuff Case, black nylon, triple stitched at stress points with snap closure	Bianchi Accumold 8017 or Equal
5.	Single Handcuff Case, black nylon, triple stitched at stress points with snap closure	Bianchi Accumold 7318 or Equal
6.	AccuMold® Double Magazine Pouch	Bianchi Accumold 7302 or Equal
7.	Universal Radio Holder, black nylon, triple stitched, with swivel	Maxpedition 384 or Equal
8.	Universal O/C holder, black nylon, triple stitched at stress points with snap closure	Bianchi Accumold 8007 or Equal
9.	Flashlight Ring, D Cell	Bianchi Accumold 7409K or Equal
10.	Double glove holder, vertical, black nylon, triple stitched at stress points with snap closure	Bianchi Accumold 8015 or Equal
11.	Stinger open top flashlight holder black nylon, triple stitched at stress points	Bianchi Accumold 7326 or Equal
12.	22" Autolock Baton with power safety tip, collapsible, Black, with super grip	Monadnock or Equal
13.	22" Autolock with Hindi baton cap, power safety tip, collapsible, black, with super grip	Monadnock or Equal
14.	22" or 26" clip-on autolock holder, black, 360 degree swivel	Monadnock or Equal
15.	Holster #6360, STX black tactical finish, self-locking hood, Threat Level II system with light	Safariland 6360 or Equal
16.	Holster #6360, STX black tactical finish, self-locking hood, Threat Level II system without light	Safariland 6360 or Equal
17.	Hinged Handcuffs, 11 oz. Satin finish	Peerless

SPECIFICATIONS

18.	Triple Hinged Handcuffs, 12 oz nickel finish	Hiatts
19.	Hobble restraints with jawed alligator clip, with 700 lb polypropylene webbed belting, black	RIPP or Equal
20.	Taser SLS EDW Level II Retention Duty Holster w/ Clip	Safariland 6520 or Equal
21.	Taser Thigh Holster	Safariland 6005-64 or Equal
22.	Tactical Handcuff Key	Zak Tool ZT14 or Equal
23.	Key Defender – Black	ASP

49.2 The Uncle Mike's brand has been reviewed and is **not** considered by the Sheriff's Office to be equal to the products specified and will not receive further consideration.

SAMPLE REQUIREMENTS CONTRACT

**REQUIREMENTS CONTRACT
FOR GOODS PURCHASED**

by and between

Washington County, Oregon

and

REQUIREMENTS CONTRACT

This contract is between Washington County, a political subdivision of the State of Oregon (“County”), and, Insert Contractor's Business Name, (“Contractor”).

County and Contractor, in consideration of the mutual promises, terms and conditions provided herein, agree to the following:

SECTION 1 - PURPOSE OF CONTRACT

1.1 The purpose of this contract is to clarify the relationship between the County and the Contractor. The Contractor shall provide Insert Description of Goods or Reference an Attached Exhibit. In consideration for said goods, the County shall pay the Contractor in such manner as herein described.

SECTION 2 - CONSIDERATION

2.1 Pricing is per Attachment A.

2.2 The maximum amount payable under this contract is \$Insert Dollar Amount; unless otherwise amended.

2.3 Unless otherwise stated in Attachment A, the payment terms are thirty days after invoice approval by the County Contract Administrator.

SECTION 3 - TERM OF CONTRACT

3.1. The effective date is: _____, or upon final signature, whichever is later.

3.2. The expiration date is: _____, unless otherwise amended.

3.3. Passage of the contract expiration date shall not extinguish or prejudice the County's right to enforce this contract with respect to any default or defect in performance that has not been cured.

SECTION 4 - CONTRACT DOCUMENTS/WHOLE CONTRACT

4.1 The following documents are incorporated into this contract:

4.1.1 The solicitation # Insert Number,

4.1.2 Contractor’s response,

4.1.3 Addenda and all modifications incorporated in any of the documents listed in Section 4.1.

4.1.4 Attachment C - Insurance Modifications

4.2 This contract is the complete and exclusive statement of the contract between the parties relevant to the purpose described above and supersedes all prior contracts or proposals, oral or written, and all other communications between the parties relating to the subject matter of this contract. No modification of this contract will be binding on either party except as a written addendum signed by an authorized agent of both parties.

SECTION 5 - INSURANCE

5.1 **Insurance.** Contractor shall provide insurance coverage and limits as described below. All insurance carried by Contractor must be primary to and non-contributory with any insurance, including any self-insurance or retentions carried by the County. A waiver of subrogation in favor of the County shall be required on General Liability, Workers Compensation and Automobile Liability coverage.

5.2 **Workers' Compensation Insurance.** Contractor shall comply with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. No Workers' Compensation Insurance has been or will be obtained by the County for Contractor or Contractor's employees and subcontractors. Contractor shall provide and maintain workers' compensation coverage for its employees, officers, agents or partners as required by applicable workers' compensation laws including employers' liability with limits not less than \$500,000/ \$500,000/ \$500,000.

5.3 **Commercial General Liability Insurance.** Contractor shall at all times carry a Commercial General Liability insurance policy for at least \$1,000,000 combined single limit per occurrence and at least \$2,000,000 in the aggregate per project, for Bodily Injury, Property Damage, and Personal Injury. This insurance shall include contractual liability and products liability coverage for the indemnity provided under this contract.

Additional Insured Endorsement: This Contract requires entering the premises for delivery into County facilities. An additional insured endorsement must be provided for the general liability insurance policy. The endorsement for General Liability Insurance must name Washington County, its agents, officers, elected officials and employees as additional insureds with respect to Contractor's services to be provided under this Contract.

5.4 The delivery of product is being done by vehicles owned by Contractor. **Automobile Liability Insurance.** Contractor shall at all times carry Automobile Liability Insurance in the amount of \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage for Contractor's vehicles, whether owned, hired, or non-owned, which includes coverage for Washington County, its agents, officers, elected officials and employees. Note: This insurance is not required if Contractor is delivering the products with a common carrier.

5.5 **Maximum Deductible/Retention.** Any deductible or retention must be disclosed on the certificate of insurance and no deductible or retention may exceed \$25,000 without the prior written consent of the County.

5.6 **Insurance Certificates.** Contractor shall deliver to the County, prior to the execution of the contract, a certificate of insurance evidencing all policies required by this contract. Contractor shall advise the Contract Administrator within two business days of any substantive change of any insurance policy or endorsement. Failure to do so shall be construed to be a breach of contract.

5.7 **Subcontractor Insurance.** Contractor shall require and verify that all of its subcontractors of any tier provide insurance coverage and limits identical to the insurance required of the Contractor under this contract, unless this requirement is expressly modified or waived by the County.

SECTION 6 - WRITTEN NOTICE

6.1 Any notice of change, termination, or other communication having a material effect on this contract shall be upon the County Contract Administrator and the Contractor Contact Person and served in one of the following manners: a) In-person delivery; or b) deposited in the U.S. Mail under certified or registered handling, postage prepaid at the address specified herein.

SECTION 7 - THIRD PARTY BENEFICIARIES

7.1. 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, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this contract.

SECTION 8 - GOVERNING LAW/VENUE/ATTORNEY FEES/REMEDIES CUMULATIVE

8.1 This contract shall be governed by the laws of the State of Oregon without regard to principles of conflict of law. Any claim, action suit or proceeding (collectively, "claim") between County and Contractor that arises from or relates to this contract shall be brought and conducted solely and exclusively within the Circuit Court of Washington County, Oregon for the State of Oregon; provided, however, if a claim is brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Each party shall be responsible for its own costs and attorney fees for any claim, action suit or proceeding, including any appeal.

8.2 All rights and remedies of Washington County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of Washington County according to law. It is agreed that 15 calendar days shall constitute reasonable notice for the exercise of any right in the event that applicable law specifically requires such notice.

SECTION 9 - PUBLIC CONTRACTING STATUTES

9.1 All requirements of the Oregon Revised Statutes Nos. 279B.220 through 279B.235 and ORS 279C.500 through 279C.870, as applicable, are incorporated herein by reference.

9.2 The Contractor agrees to:

- a. 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;
- b. Pay all contributions or amounts due the Industrial Accident Fund incurred in the performance of the contract;
- c. Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished pursuant to this contract; and
- d. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

SECTION 10 - SEVERABILITY/ WAIVER

10.1 County and Contractor agree that, 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 the contract did not contain the particular term or provision held to be invalid. The failure of either party to enforce any provision of this contract shall not constitute a waiver by that party of that or any other provision of this contract.

SECTION 11 - INDEMNIFICATION AND HOLD HARMLESS

11.1 Contractor shall defend, indemnify and hold harmless the County, its agents, officers, elected officials and employees from and against all claims, demands and judgments (including attorney fees) made or recovered against them including, but not limited to, damages to real or tangible property or for bodily injury or death to any person, arising out of, or in connection with this contract, to the extent such damage, injury or death is caused or sustained in connection with the negligent performance or willful misconduct of Contractor, or its employee, agents or subcontractors. The County agrees to promptly notify Contractor in writing of any such claim or demand to indemnify and agrees to cooperate with Contractor in a reasonable manner to facilitate the defense of such claim.

SECTION 12 - NONDISCRIMINATION

12.1 No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this contract on the grounds of race, color, religion, gender, sexual orientation, national origin, disability, age or marital status. Any violation of this provision shall be considered a material defect and shall be grounds for cancellation, termination or suspension in whole or in part by the County.

SECTION 13 - TERMINATION OF CONTRACT

13.1 This contract may be terminated by mutual consent of both parties.

13.2 Contractor may terminate this contract based upon a material default of the County; however, the Contractor must provide written notice to the County Contract Administrator and provide the County with thirty days to cure the default.

13.3 In the event the Board of Commissioners of Washington County reduces, changes, eliminates, or otherwise modifies the funding for this contract, or if funding from federal, state, or other sources is not obtained and continued at levels sufficient for the purchase of the indicated quantity of products, then the County may terminate this CONTRACT, in whole or in part, effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County, and the Contractor agrees to abide by any such decision.

13.4 In addition to its other rights to terminate, County may terminate this contract in whole or in part, for convenience upon thirty days' prior notice to the Contractor. During this thirty-day period, Contractor shall wind down and cease its services as quickly and efficiently as possible, without delivering unnecessary goods and by minimizing negative effects on the County from such winding down and cessation of goods.

13.5 Time is of the essence in Contractor's performance of each and every obligation and duty under this contract. County, by written notice to Contractor, may at any time terminate the whole or any part of this contract for default if:

- a. Contractor fails to provide products called for by this contract within the time specified herein or any extension thereof; or
- b. Contractor fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from the County, fails to correct such failures within seven calendar days or such other period as the County may authorize or require.

13.6 The rights and remedies of the County provided in this section, are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.

13.7 If this contract is terminated under subsections 13.3 or 13.4, the County shall be liable only for payment in accordance with the terms of this contract for products satisfactorily provided prior to the effective date of termination.

SECTION 14 - SURVIVAL

14.1 The terms, conditions, representations, and all warranties contained in this contract shall survive the termination or expiration of this contract.

SECTION 15 - SUBCONTRACTS/ASSIGNMENT

15.1 Contractor shall not enter into any subcontracts for the provision of any of the products to be provided pursuant to this contract, or assign or transfer any of its interest in this contract, without the prior written notice to the County. The County shall have 10 business days to object.

15.2 The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns, if any.

SECTION 16 - INDEPENDENT CONTRACTOR

16.1 Contractor shall perform the work required by this contract as an “Independent Contractor.” Although the County reserves the right to determine the delivery schedule for the products to be provided and to evaluate the quality of the completed performance, the County cannot and will not control the means or manner of the Contractor’s performance. The Contractor is responsible for determining the appropriate means and manner of providing the goods.

16.2 Contractor represents and warrants that the Contractor is not an employee of the County, is not currently employed by the Federal Government, meets the specific independent Contractor standards of ORS 670.600, and is not an “officer”, “employee”, or “agent” of the County, as those terms are used in ORS 30.260 et. seq.

16.3 Contractor shall be responsible for all federal or state taxes applicable to any compensation or payments paid to the Contractor under this contract.

16.4 Contractor is not eligible for any federal Social Security, unemployment insurance, or workers’ compensation benefits from compensation or payments paid to the Contractor under this contract.

16.5 Contractor agrees to immediately provide the County with notice of any claim made against the Contractor by any third party relating to or affecting this contract.

SECTION 17 - OREGON REGISTRATION

17.1 If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this contract.

SECTION 18 - ENVIRONMENTALLY PREFERRED PRODUCTS/MATERIALS SAFETY DATA SHEETS

18.1 Whenever possible, the Contractor should use environmentally preferable products which present a lesser impact to the public health and the environment than competing products. Contractor agrees, upon execution of this contract, to submit a copy of the relevant material safety data sheet(s) for any chemical substance the Contractor will bring on to the County’s premises and use as part of the work described in this contract.

SECTION 19 - WAIVER

19.1 The failure of either party to enforce any provision of this contract shall not constitute a waiver by that party of the specific provision or any other provision of this contract.

SECTION 20 - FORCE MAJEURE

20.1 Neither County nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor'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 contract.

SECTION 21 - COMPLIANCE WITH APPLICABLE LAW

21.1 Contractor and its subcontractor(s) shall comply with all federal, state and local laws and ordinances applicable to the work performed under this contract including, but not limited to the following, as applicable: Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659.425 and all regulations and administrative rules established pursuant to those laws; and all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

SECTION 22 - CONTRACTOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT AND OTHER RESPONSIBILITY MATTERS.

- 22.1 The Contractor certifies to the best of its knowledge and belief that neither it nor any of its principals:
- 22.1.1 Are presently debarred, suspended, proposed for debarment, or declared ineligible from submitting bids or proposals by any federal, state or local entity, department or agency;
 - 22.1.2 Have within a three-year period preceding this offer, been convicted or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performance of a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property;
 - 22.1.3 Are presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 22.1.2 of this certification;
 - 22.1.4 Have within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, state or local public agency.
 - 22.1.5 Are on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>

SECTION 23 - USE OF COUNTY FACILITIES

23.1 Contractor and its employees or agents shall have the right to use only those facilities of County that are necessary to provide products under this contract and shall have no right of access to any facility of the County without prior approval of County management.

SECTION 24 - COUNTERPARTS

24.1 This contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.

SECTION 25 - WARRANTIES

25.1 Contractor represents and warrants to County that: (a) Contractor has the power and authority to enter into and perform the contract, (b) the contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, and (c) Contractor's performance under the contract shall be in a good and workmanlike manner and in accordance with the professional standards prevalent in the industry or business most closely involved in providing similar goods and services and established by this contract.

SECTION 26 - PUBLICITY

26.1 Contractor shall not use in its external advertising, marketing programs or other promotional efforts, any data, pictures, or other representations of the County except with prior specific written authorization from County management.

SECTION 27 - COUNTY PRIORITIES

27.1 The Contractor shall comply promptly with any requests by the County relating to the emphasis or relative emphasis to be placed on various aspects of the products provided under this contract.

SECTION 28 - COUNTY POLICIES

28.1 During the performance of this contract, Contractor shall follow County's Affirmative Action Program that is to promote the objectives of the Equal Opportunity Commission's guidelines as set forth in the Equal Opportunity Act of 1972, Oregon State Laws, legal mandates, and Presidential Executive Order 11246 entitled Equal Employment Opportunity as amended by Executive Order 11375 and as supplemented in Department of Labor Regulation 41 CFR part 60. Contractor shall also follow the County Harassment Free Policy. All subcontracts approved by the County shall also comply with these provisions.

SECTION 29 - RECORDS/OWNERSHIP AND USE OF DOCUMENTS

29.1 Contractor shall maintain all fiscal records relating to this contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this contract in such a manner as to clearly document Contractor's performance hereunder. Contractor acknowledges and agrees that County and its duly authorized representatives shall have access to such fiscal records and all other books, documents, papers, plans, and writings of the Contractor that are pertinent to this contract for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, Contractor shall permit authorized representatives of the County to perform site reviews for all Services Delivered by Contractor. All such fiscal records, books, documents, papers, plans, and writing shall be retained by Contractor and kept accessible for a minimum of three years, except as required longer by law, following final payment and termination of this contract, or until the conclusion of any audit, controversy, or litigation arising out of or related to this contract, whichever date is later. All subcontracts shall also comply with these provisions. If OMB Circular A-133 is applicable to this Agreement, then Contractor shall supply County with Contractor's DUNS Number.

SECTION 30 - PROTECTING THE FEDERAL GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT.

30.1 The Federal Government suspends or debar Contractors to protect the Federal Government's interests. The Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so. The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000 to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government. A corporate officer or a designee of the Contractor shall notify the Contract Administrator, in writing, before entering into a subcontract with a party that is debarred, suspended or proposed for debarment.

SECTION 31 - PERFORMANCE STANDARDS; REMEDIES

31.1 The Contractor must meet the highest standards prevalent in the industry or business most closely involved in providing the goods or services. The consequences of the Contractor's failure to perform the scope of work or to meet the performance standards established by this contract may include, but are not limited to:

- a. Reducing or withholding payment;
- b. Requiring the Contractor to perform additional work necessary to perform the identified scope of work or meet the established performance standards or provide additional or replacement goods, at the Contractor's expense,; and
- a. Declaring a default, terminating the contract and seeking damages and other relief available under the terms of the contract or other applicable law.

Section 32 - WHOLE CONTRACT THIS CONTRACT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE CONTRACT BETWEEN THE PARTIES RELEVANT TO THE PURPOSE DESCRIBED HEREIN AND SUPERSEDES ALL PRIOR AGREEMENTS OR PROPOSALS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATION BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS CONTRACT.

SECTION 33 - COUNTY CONTRACT ADMINISTRATOR

Name: Insert Name
Mail Stop: Insert Mail Stop #
Address: Insert Street Address
Hillsboro, OR 97123
Telephone: Insert Telephone Number
E-mail: Insert E-mail Address

SECTION 34 – SIGNATURES

CONTRACTOR:

By my signature below, I certify that I am authorized to execute this contract on behalf of Contractor.

Signature

Date

Name (Printed)

Title

Business Name or DBA(Check Payable to): _____

Address: _____

E-Mail

DUNS Number (if applicable)

Contractor Contact Person:

Name: _____ E-Mail: _____

Address: _____

Telephone: _____ Fax Number: _____

COUNTY:

Signature

Date

Printed Name

Title

Recording Secretary:	(For use with Board items)
_____	Minute Order #: _____

QUOTE FORM PACKET

INVITATION TO QUOTE #2019.077Q LAW ENFORCEMENT DUTY GEAR REQUIREMENTS CONTRACT

**CERTIFICATION AND CONTRACT OFFER
QUOTE FORM(S)**

QUOTE CLOSING: 11:00 A.M., Tuesday,
June 11, 2019

WASHINGTON COUNTY PURCHASING DIVISION
1890 BUILDING, SUITE 270
180 EAST MAIN ST., MS 28
HILLSBORO, OREGON, 97123

**THIS QUOTE FORM PACKET MUST BE RETURNED WITH
YOUR QUOTE**

CERTIFICATION AND CONTRACT OFFER

QUOTE TITLE: **LAW ENFORCEMENT DUTY GEAR (#2019.077Q)**

QUOTE CLOSING: **11:00 A.M., Tuesday, June 11, 2019**

The undersigned, having carefully examined the Special Instructions, Specifications, General Instructions, and all other related material and information agree to comply with the terms set forth in those documents and to furnish the services as specified to Washington County at the prices quoted.

The responder further agrees that this offer to supply services will remain in effect at the prices quoted for a period of not less than 90 calendar days from the date that quotes are due, and that this offer may not be withdrawn or modified during that time.

If this offer, or portion thereof, is accepted by the County Administrator or Board of Commissioners, and an award is made thereon, the responder agrees to enter into a contract with Washington County to furnish these services as specified for the prices quoted.

The bidder hereby certifies that it has not discriminated and will not discriminate, in violation of subsection (1) of ORS 279A.110, against any minority, women or emerging small business enterprise or against a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontract.

The responder hereby certifies that this quote is genuine and that it has not entered into collusion with any other vendor(s) or any other person(s).

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS – The responder certifies to the best of its knowledge and belief that neither it nor any of its principals:

1. Are presently debarred, suspended, proposed for debarment, or declared ineligible from submitting quotes or proposals by any federal, state or local entity, department or agency;
2. Have within a three-year period preceding this offer, been convicted or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performance of a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property;
3. Are presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 2 of this certification;
4. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, state or local public agency.

The responder will provide immediate written notice to the County if at any time prior to contract award, the responder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

Where responder is unable to certify to any of the statements in this certification, responder shall attach an explanation to this offer. A certification that any of the items in the above paragraphs exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the responder's responsibility.

The responder hereby certifies that:

1. It has carefully examined all solicitation documents and addenda (if any) numbered _____ through _____ inclusive.
2. It will extend pricing and terms to other public agencies Yes or No
3. It will deliver products with company owned vehicles: Yes or No
4. Is a resident bidder as defined in ORS 279A.120* Yes or No

SIGNED BY:	DATE:
PRINTED NAME:	TITLE:
FIRM:	
MAILING ADDRESS:	PHYSICAL ADDRESS:
CITY, STATE and ZIP	E-MAIL ADDRESS:
PHONE: (AREA CODE)	FAX: (AREA CODE)

*ORS 279A.120(1)(b) - 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. Nonresident bidders shall comply with the provisions of ORS 279A.120(3).

Quote Forms

QUOTE TITLE: LAW ENFORCEMENT DUTY GEAR (#2019.077Q)

QUOTE CLOSING: 11:00 A.M., Tuesday, June 11, 2019

FIRM SUBMITTING QUOTE: _____

FIRM'S FINANCIAL PAYMENT TERMS (2%-10, NET-30, ETC.): _____

ITEM NO.	ITEM/ DESCRIPTION	PRICE PER ITEM	QTY	EXT
1.	Duty Belt, black nylon, stranded thread, triple stitched at stress points, full length hook lining, skived ends to allow lower profile around buckle, and Caplok™ shatter resistant, polymer buckle with 3 point release, 2" wide	\$_____	150	\$_____
2.	Inner Belt with velcro, stranded thread, triple stitched at stress points, hook and loop closure, 1-1/2" wide	\$_____	150	\$_____
3.	Duty Belt Keepers, black, snaps, four (4) /package	\$_____	150	\$_____
4.	Double Handcuff Case, black nylon, triple stitched at stress points with snap closure	\$_____	120	\$_____
5.	Single Handcuff Case, black nylon, triple stitched at stress points with snap closure	\$_____	20	\$_____
6.	AccuMold® Double Magazine Pouch	\$_____	120	\$_____
7.	Universal Radio Holder, black nylon, triple stitched, with swivel	\$_____	120	\$_____
8.	Universal O/C holder, black nylon, triple stitched at stress points with snap closure	\$_____	120	\$_____
9.	Flashlight Ring, D Cell	\$_____	120	\$_____
10.	Double glove holder, vertical, black nylon, triple stitched at stress points with snap closure	\$_____	120	\$_____
11.	Stinger open top flashlight holder black nylon, triple stitched at stress points	\$_____	90	\$_____
12.	22" Autolock Baton with power safety tip, collapsible, Black, with super grip	\$_____	90	\$_____
13.	22" Autolock with Hindi baton cap, power safety tip, collapsible, black, with super grip	\$_____	10	\$_____
14.	22" or 26" clip-on autolock holder, black, 360 degree swivel	\$_____	150	\$_____

15.	Holster #6360, STX black tactical finish, self-locking hood, Threat Level II system with light	\$_____	75	\$_____
16.	Holster #6360, STX black tactical finish, self-locking hood, Threat Level II system without light	\$_____	120	\$_____
17.	Hinged Handcuffs, 11 oz. Satin finish	\$_____	120	\$_____
18.	Triple Hinged Handcuffs, 12 oz. nickel finish	\$_____	120	\$_____
19.	Hobble restraints with jawed alligator clip, with 700 lb. polypropylene webbed belting, black	\$_____	120	\$_____
20.	Taser SLS EDW Level II Retention Duty Holster w/ Clip	\$_____	120	\$_____
21.	Taser Thigh Holster	\$_____	75	\$_____
22.	Tactical Handcuff Key	\$_____	120	\$_____
23.	Key Defender – Black	\$_____	60	\$_____

INSURANCE REQUIREMENTS CERTIFICATION

The following minimum insurance will be required of the successful responder(s). It is strongly advised that responders give this information to their insurance agent to verify that all requirements can be met. A waiver of subrogation in favor of the County shall be required on General Liability, Workers Compensation and Automobile Liability coverage.

1. **COMMERCIAL GENERAL LIABILITY INSURANCE.** This insurance shall include contractual liability and products liability coverage for the indemnity provided under this contract.

Not required.

COMMERCIAL GENERAL LIABILITY INSURANCE with limits of not less than: \$500,000/\$1,000,000, \$1,000,000/\$2,000,000, \$2,000,000/\$4,000,000 or Other: \$_____ each occurrence/aggregate for Bodily Injury and Property Damage.

Additional Insured Endorsement: This Contract requires entering the premises for delivery into County facilities. An additional insured endorsement must be provided for the general liability insurance policy. The endorsement for General Liability Insurance must name Washington County, its agents, officers, elected officials and employees as additional insureds with respect to Contractor's services to be provided under this Contract.

2. **AUTOMOBILE LIABILITY INSURANCE.** The policy will include coverage protecting Washington County during the term of this contract. This is not required if Contractor will be delivering products using a common carrier.

Not required.

AUTOMOBILE LIABILITY INSURANCE with a combined single limit, or the equivalent of not less than: \$1,000,000, or \$2,000,000 each accident for Bodily Injury and Property Damage for Contractor's vehicles whether owned, hired, or non-owned.

No requirement in excess of that required under state law.

3. **WORKERS' COMPENSATION INSURANCE.** Contractor shall comply with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. No Workers' Compensation Insurance has been or will be obtained by the County for Contractor or Contractor's employees and subcontractors. Contractor shall provide and maintain workers' compensation coverage for its employees, officers, agents or partners as required by applicable workers' compensation laws including employers' liability with limits not less than \$500,000/ \$500,000/ \$500,000.

4. **OTHER COVERAGE REQUIRED**

OTHER (describe coverage and limits):

A copy of the policy or Certificate of Insurance and endorsements, where required, acceptable to the COUNTY for each policy required above shall be filed with the COUNTY prior to the effective date of any contract entered into between COUNTY and responder.

I certify that the above insurance is available to responder and that an insurance certificate and endorsement can be provided within 10 days of award of contract. The County reserves the right to go to the next responder available for award if the certificate is not received within 10 days

By: _____

Date: _____