

Oregon Procurement Information Network



Supplier E-Bidding Authentication Application

Instructions

To avoid delays in becoming authenticated to submit electronic bids, carefully follow the instructions in completing and submitting the application for authentication. Incomplete applications, as well as, applications submitted with inaccurate information will be returned for corrections and resubmission.

Step I: Complete the Supplier Authentication Application and Agreement

Step II: Submit Documents:

Mail; FAX or scan documents to e-mail the completed ***Supplier E-Bidding Authentication Application*** and the ***Electronic Signature Agreement*** to the Department of Administrative Services State Procurement Office (DAS SPO) Supplier Registrar:

Address: Department of Administrative Services
State Procurement Office
Attention: Supplier Registrar
1225 Ferry Street SE U140
Salem, OR 97301-4285

Facsimile 503-373-1626
E-mail info.orpin@state.or.us

Additional Information:

- a. Separate *Supplier E-Bidding Authentication Applications* must be submitted for joint ventures or for different company names.
- b. If any document submitted is incomplete, the DAS SPO Supplier Registrar will send an e-mail to the Primary Contact denoting the deficiency(s) and will request that the company resubmit all documents according to the instructions provided in the e-mail.

Oregon Procurement Information Network (ORPIN) Supplier E-Bidding Authentication Application

* Information must match the information provided in your ORPIN registration.

I. Please check the appropriate box:

Request Type:	
<input type="checkbox"/>	New Supplier Authentication Application
<input type="checkbox"/>	Change to Supplier Authentication Application/Company Information
<input type="checkbox"/>	Revocation of E-Bid Keyword

II. Company Information

Full Legal Company Name (Required)*		
Doing Business As:		
State of incorporation or formation is:		
Full Name of Company Officer or Owner: (Must be the same as #1 in IV. Certification)		
Position Title:		
Mailing Address*	P.O. Box *	
City *	Province/State/Country*	Postal/Zip Code *
E-mail:	Phone Number *	Fax Number *

III. Primary Contact Information:

THE PRIMARY CONTACT MUST MATCH THE PRIMARY CONTACT IN YOUR COMPANY'S ORPIN REGISTRATION

Full Name of Primary Contact *		
Position Title *		
Address:		
City:	Province/State/Country:	Postal/Zip Code
Email *	Phone Number *	Fax Number *

Electronic Signature Agreement

IV. Certification

1. Print Company Officer or Owner Name: _____ Date: _____

By my submittal of this document I certify that I have the right, authority and authorization to enter into the *Supplier E-Bidding Authentication and Agreement* on behalf of the company and no other person may execute or approve this *Supplier E-Bidding Authentication Agreement* on behalf of the company to make it binding.

2. The company hereby designates the person named in Section III of the Supplier Authentication Application as the Primary Contact (as that term is used in the *Supplier E-Bidding Authentication and Agreement*). The Department of Administrative services may rely upon the Primary Contact as authorized to make all decisions on behalf of the company with respect to the *Supplier E-Bidding Authentication and Agreement* until the company changes the Primary Contact pursuant to the *Supplier E-Bidding Authentication and Agreement*.

The Supplier E-Bidding Authentication Application and Agreement ("Agreement") is by and between the State of Oregon, by and through its Department of Administrative Services ("DAS"), and

_____ ("Supplier").
(Print the entire legal company name)

Electronic Signature Agreement Terms and Conditions

1. Recitals

1.1 Supplier and DAS enter into this Agreement to allow Supplier to submit bids and proposals electronically to DAS, and for DAS and other units of state and local government, to include Oregon Cooperative Procurement Program ("Other Units of Government") that place solicitations requesting electronic submissions on the Oregon Procurement Information Network (ORPIN) to be able to rely upon Supplier's Electronic Bids and Proposals (Electronic Submission) to bind Supplier.

1.2 Neither party has any obligation by entering into this Agreement alone, to sell or purchase any product or service. Obligations by Supplier to sell to DAS or to Other Units of Government arise from submission of bids or proposals by Supplier's Electronic Submission to DAS or to Other Units of Government.

1.3 The individual ("Primary Contact") is authorized by Supplier to act as its representative for the purposes of this Agreement, the creation of the Supplier's encrypted Electronic Signature (**E-Bid Keyword**) and authorizing other Supplier representatives access to the ORPIN electronic bidding feature.

Based on the foregoing and the conditions and covenants below the parties agree as follows:

2. Use of E-Bid Keyword.

2.1 The SPO Register will authenticate your firm for electronic bidding, you will receive a temporary E-Bid Keyword via e-mail. The temporary E-Bid Keyword expires within 14 days. The permanent E-Bid Keyword is required for submitting electronic bid responses. The permanent E-Bid Keyword is required for submitting electronic bid responses.

2.2 Use of the E-Bid Keyword. Use of the E-Bid Keyword on an Electronic Submission will be deemed for all purposes to constitute a "signature" and will have the same effect as a signature on a written document.

2.3 E-Bid Keyword Agreement. Supplier and Primary Contact agree to comply with the provisions of this Agreement.

3. Maintenance.

3.1 Protecting the E-Bid Keyword. Supplier is solely responsible for protecting the E-Bid Keyword. Supplier shall keep the E-Bid Keyword secure by taking security measures to prevent unauthorized access to, or disclosure, loss, compromise, or use of, the E-Bid Keyword. Supplier agrees that DAS shall no liability for loss of or unauthorized use of the E-Bid Keyword.

3.2 Changes in Supplier Application Information. If any Supplier information change(s), Supplier shall submit a new Supplier Application for authentication. Supplier understands that if DAS does not have current information for the Supplier, DAS may not be able to fully provide information to the Supplier including, but not limited to, notifying the Primary Contact when an Electronic Submission has been electronically submitted on Supplier's behalf.

3.3. Changing E-Bid Keyword (Electronic Security Code)

If Supplier or Primary Contact suspects or discovers that the E-Bid Keyword has been or is in danger of being lost, disclosed, compromised or subjected to unauthorized use, then the Primary Contact must immediately change the E-Bid Keyword. Continued use of the E-Bid Keyword after it has been compromised may cause serious adverse legal consequences.

3.4. Revoking the E-Bid Keyword.

3.4.1. By Supplier. If the Primary Contact is no longer associated with Supplier, Supplier shall submit a revised Supplier Application either: i) requesting that DAS revoke the E-Bid Keyword and disable all Authorized Sub-user's permissions to access the ORPIN electronic bidding feature until a new Primary Contact is designated ii) terminate this

Agreement subject to Section 7.2. If Supplier requests that the E-Bid Keyword be revoked, DAS will revoke the E-Bid Keyword as soon as practical.

3.4.2. By DAS. DAS may temporarily revoke the E-Bid Keyword if DAS determines it is reasonably necessary for technical or security reasons and then reissue a temporary password to the Primary Contact's registered email address as identified in ORPIN. The Primary Contact may use the temporary password to create a new, encrypted E-Bid Keyword.

DAS may revoke the E-Bid Keyword without advance notice, and thereafter notify Supplier and Primary Contact by e-mail, if it determines that: (i) the E-Bid Keyword not properly issued or was obtained by fraud; (ii) the security of the E-Bid Keyword has or may have been lost or otherwise compromised; (iii) material information in the Supplier Application has changed without sufficient update to prevent inaccuracy or misinterpretation; (iv) Supplier debarment, (v) Supplier or Primary Contact has otherwise violated this Agreement; or (vi) this Agreement terminates subject to Section 6.

3.5. Revocation or changing the E-Bid Keyword will not alter the rights or duties of either party with respect to Supplier's Electronic Submission documents that are received by DAS before revocation or change. Supplier may use "ink" signatures to withdraw, amend or take any other action permitted by law with respect to Supplier's Electronic Submission documents.

4. Operations.

4.1. Acceptable use. All attachments must be free from electronic security risks, such as viruses and worms. DAS will not process any electronic bid or proposal if doing so might endanger system operations. In the event DAS decides that it will not process Supplier's bid or proposal document because of suspected security concerns or files are found to be corrupted or unusable, DAS will make a good faith effort to notify the Supplier that Supplier's electronic bid or proposal will not be processed, but in all cases Supplier is responsible for timely delivery of bid or proposal documents in compliance with solicitation requirements.

4.2. System Down-time and Force Majeure. In the event of an ORPIN system failure that interferes with the ability of the Supplier to submit electronic bids or proposal, protest or to otherwise participate in the solicitation, DAS or other units of state and local government, to include Oregon Cooperative Procurement Program, may cancel the solicitation or may extend the date and time for receipt of the bid or proposal.

It is the Supplier's sole responsibility to ensure that bid or proposal submissions are delivered timely to the final destination. Supplier agrees that DAS shall have no responsibility for any loss or damage to Supplier resulting from ORPIN System failure or interruption.

5. Indemnification. Supplier shall defend, save, hold harmless, and indemnify the State of Oregon, DAS, other units of government using ORPIN and their 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 use of ORPIN by supplier including but not limited to claims arising from: (i) any misrepresentation or omission of material fact by Supplier, to DAS, whether or not such misrepresentation or omission was intentional; (ii) Supplier's violation of this Agreement; (iii) viruses, worms or errors in transmission due to failure to follow DAS procedures; and (iv) any compromise or unauthorized use of the E-Bid Keyword, unless prior to such unauthorized use Supplier has appropriately and timely requested revocation of the E-Bid Keyword pursuant to 3.5.; PROVIDED, however, that nothing herein shall require Supplier to indemnify DAS for any intentional or negligent actions of DAS. Supplier shall have control of the defense and settlement of any claim that is subject to this Section 5; however, neither Supplier nor any attorney engaged by Supplier shall defend the claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Oregon Attorney General, in a form and manner determined appropriate by the attorney general, authority to act as legal counsel for the State of Oregon, nor shall Supplier settle any claim on behalf of the State of Oregon without the approval of the attorney general. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event that the State of Oregon determines that Supplier is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue and the State of Oregon desires to assume its own.

6. Representations and Warranties. Supplier represents and warrants to DAS and to Other Units of Government that: (a) all representations made by the Supplier and information in the Supplier Application are current, complete, true and not misleading, (b) Supplier has provided all facts material to the Primary Contact and Supplier's identity, (c) Supplier has kept the E-Bid Keyword secure and that use of the E-Bid Keyword binds Supplier for all Electronic Submissions, (d) the Primary Contact is authorized to make any and all decisions on behalf of Supplier on all matters relating to this Agreement, and (e) Authorized Sub-user(s) are authorized to bind Supplier on any Electronic Submission.

7. Term and Termination

7.1 The term of this Agreement, as it may be amended from time to time, is perpetual from DAS's date of issuance of the temporary password under Section 2.2, unless this agreement is terminated or revoked.

7.2 This Agreement may be terminated as follows:

- a) Without cause by Supplier upon written notice.
- b) By Supplier, immediately upon written notice to DAS in the event Supplier objects to DAS' changes to the Agreement.
- c) Without cause by DAS upon 30 days written notice.

7.3 Termination of this Agreement for any reason will not alter the rights or duties of either party with respect to Supplier's Electronic Submission documents that are received by DAS before termination.

8. Notices. Whenever this Agreement requires any communication or notice between the parties to be "written" or "in writing," such communication or notice must be provided on a paper document and delivered by personal delivery, express courier, or United States Postal Service, postage prepaid, to Supplier at the address set forth in Supplier's Application or DAS at the address denoted in the Supplier Application Instructions. Any communication or notice so addressed and mailed is deemed to be given upon receipt by DAS. Any communication or notice given by personal delivery or express courier is deemed to be given immediately upon such delivery, provided such delivery is made to the ORPIN Supplier Registrar or designee. Whenever this Agreement requires any communication or notice between the parties to be by e-mail, such communication or notice is properly given if to Supplier at the e-mail address provided in Supplier's Application and if to DAS' Supplier Registrar. Any communication or notice delivered is deemed to be given when actually received on the receiving party's server.

9. Limitation of Liability

9.1 Governmental Limitation of Liability. The State of Oregon, DAS, and other units of local government shall not be liable to Supplier for any incidental, indirect, special, consequential or exemplary damages, lost profits, lost sales or anticipated orders, damages for loss of goodwill or on account of any expenditures, investments, leases or commitments made by Supplier relating to Supplier's use of ORPIN, even if the State of Oregon, DAS or other units of local government were informed or knew or should have known of the possibility of such damages or loss.

9.2 Supplier Limitation of Liability. Supplier shall not be liable to the State of Oregon, DAS, or other units of local government for any incidental, indirect, special, consequential or exemplary damages, lost profits, lost sales or anticipated orders, damages for loss of goodwill or on account of any expenditures, investments, leases or commitments made by the State of Oregon, DAS, or other units of local government relating to the work or under this Agreement, even if Supplier was informed or knew or should have known of the possibility of such damages or loss, except for the payment of costs, damages, and expenses referred to in Section 6 " indemnification; or, to claims for personal injury, death or damage to real property or tangible personal property arising from the fault of supplier, its officers, employees or agents.

9.3 Applicability. The foregoing limitation of liability applies only to the operation and use of ORPIN and does not apply to any contracts resulting from ORPIN. The terms and conditions of such solicitations or contracts will govern the relationship of the parties thereto.

10. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon, without giving effect to the conflict of law principles thereof. Any action or suit brought by the parties relating to this Agreement shall be brought and conducted solely and exclusively in the Circuit Court of Marion County for the

State of Oregon in Salem, Oregon, regardless of the Supplier's state of incorporation or country of origin. Any Claims solely between Contractor and an Other Unit of Local Government that arise from or relate to the use of ORPIN shall be brought and conducted solely and exclusively within the Circuit Court of the county in which such Other Unit of Local Government resides, or at the Other Unit of Local Government's option, within such other county as it shall be entitled under the laws of the relevant jurisdiction to bring or defend Claims. If a Claim must be brought in a federal forum, then unless otherwise prohibited by law it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURTS, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM. Nothing herein shall be construed as a waiver of the State's sovereign or governmental immunity, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or of any defenses to Claims or jurisdiction based thereon.

11. Third Party Beneficiaries. Except for Other Units of Government that are expressly entitled to rely on Sections 2 and 5 of this Agreement, DAS and Supplier are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or will 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 Agreement.

12. Amendment. DAS may at any time, with notice of not less than 30 calendar days change the terms of this Agreement. DAS will announce such changes by sending an e-mail to the company email set forth in ORPIN and by posting a notice on the DAS website. Any changes to this Agreement will become effective 30 calendar days from such notice. If the Supplier finds any change to be unacceptable, prior to the effective date of the change, it may terminate this Agreement pursuant to Section 8. If Supplier fails to terminate this Agreement within the 30 calendar day period or Supplier continues to use its E-Bid Keyword after the effective date of the change, then Supplier accepts the changes to this Agreement and agrees to be bound by such changes.

13. Severability. If any provision of this Agreement conflicts with governing law or if any provision is held to be invalid or unenforceable by a court of competent jurisdiction, (i) such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law, and (ii) the remaining terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect.

14. Statutory Terms. DAS performance under this Agreement is conditioned upon Supplier's compliance with the provisions of ORS 279.312, 279.314, 279.316, and 279.320. Supplier agrees to use recycled and recyclable products to the extent economically feasible under this Agreement.

15. Entire Agreement. This Agreement, together with the exhibits attached hereto, constitutes the entire agreement between the Parties with respect to the Services and all other subject matter hereof and merges all prior and contemporaneous communications with respect to such subject matter. This Agreement does not apply to any Contracts resulting from the operation and use of ORPIN. Those terms and conditions of those Contracts will apply to relationship of the respective parties thereto.