EXHIBIT A

PRICE AGREEMENT
BY AND BETWEEN
STATE OF OREGON,
ACTING BY AND THROUGH ITS
DEPARTMENT OF ADMINISTRATIVE SERVICES ("SPO")
AND
[Art Design International, Inc.] ("Contractor")

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ATTACHMENT A–Certified Authorized Representative

ADDENDA – **(COMPLETE AND RETURN WITH OFFER when so instructed)**

This Price Agreement is between the State of Oregon, acting by and through its Department of Administrative Services ("SPO") and the undersigned ("Contractor") in Section 10.

A. SPO issued RFP # 102-1338-07 seeking offers from qualified and responsible vendors to provide to Authorized Purchasers the Goods described in Sections 6 and 7 of this Price Agreement.

B. Contractor submitted an Offer in response to the RFP offering to provide to Authorized Purchasers the Goods described in Section 6 at the prices set forth in Section 7 according to the terms and conditions of this Price Agreement.

C. SPO has awarded Contractor a Price Agreement for the Goods and Prices as set forth in Section 11.

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

1.0 DEFINITIONS

1.1 "Authorized Agency" means those State Agencies that are subject to the procurement authority of the Director of the Department pursuant to ORS 279A.050 and 279A.140 and with delegated authority pursuant to OAR 125-246-0170. This term also includes the Oregon Department of Administrative Services (the "Department") when the Department is engaged in Public Contracting (as defined in ORS 279A.010(1)(aa)).

1.1 "Authorized Purchaser" means the State of Oregon, acting by and through SPO, and Authorized Agencies submitting Purchase Orders pursuant to SPO purchasing authority and direction and Independent Agencies submitting Purchase Orders pursuant to independent purchasing authority. It may also include ORCPP

Participants with appropriate purchasing authority under their applicable statutes, rules, regulations or ordinances that submit Purchase Orders to Contractor.

1.2 "Contract" means the entire agreement between the Contractor and the Authorized Purchaser, comprised of this Price Agreement, including any Addenda and Amendments and a signed Purchase Order.

1.3 "Goods" means the individual items and related Services, if any, described in Sections 6 and 7.

1.4 "F.O.B." has the meaning found in ORS 72.3190.

1.5 Independent Agencies" means those State Agencies with independent procurement authority pursuant to ORS 279A.050, 279A.170 and other provisions of applicable State law.

1.6 "ORCPP" means the Oregon Cooperative Purchasing Program, whose Participants include but are not limited to: State Agencies not subject to SPO purchasing authority, cities, counties, school districts, special districts, Qualified Rehabilitation Facilities (QRFs), residential programs under contract with the Oregon Department of Human Services, United States governmental agencies, and American Indian tribes or agencies.

1.7 "Participants" means members of ORCPP.

1.8 "Price Agreement" means this agreement between the Contractor and SPO under which the Contractor agrees to hold prices, terms and conditions firm for a specified period of time for the benefit of Authorized Purchasers.

1.9 "Purchase Order" means the purchase document in proper form as described in section 2.6.4 that is submitted by an Authorized Purchaser to Contractor which together with this Price Agreement creates a Contract between Contractor and Authorized Purchasers for the purchase of the Goods described in the Purchase Order.

1.10 "Services" means the services, if any, described in Sections 6 and 7 to be performed by Contractor under this Price Agreement or any Contract formed under this Price Agreement that are incidental to the purchase of Goods.

1.11 "Specifications" means the specific attributes of the Goods to be purchased or Services to be provided, if any.

1.12 "SPO" means the State of Oregon acting by and through its Department of Administrative Services - State Procurement Office.

1.13 "Standard" means everything related to the Goods that the manufacturer or Contractor offers to the general public during the applicable model year.

1.14 "State" means the State of Oregon.

1.15 "State Agency" or "State Agencies" means boards, commissions, departments, or agencies of the State of Oregon, whose costs are paid in whole or in part from funds held in the State Treasury.

1.16 "UCC" means the Uniform Commercial Code, ORS chapters 71 and 72, as applicable and as amended from time to time.

2.0 PRICE AGREEMENT TERMS AND CONDITIONS

2.1. PRICE DECREASE: The Authorized Purchaser shall be given the immediate benefit of any price decrease. Contractor shall promptly notify SPO of the amount and effective date of each decrease. This decrease shall apply to orders placed on or after the effective date of the decrease. Invoices shall reflect prices in effect on the date the Authorized Purchaser's Purchase Order document was written.

2.1.1. PRICE INCREASE: Contractor may seek a unit price increase reflecting increased operating and raw material costs ("Production Costs") for an Extension Term by submitting a written request to DAS/SPO, including all appropriate price documentation, within the period specified in the Renewal Notice. If approved, the unit price increase shall be firm for the duration of the Extension Term. Provided, however, no more than one unit price increase shall be allowed during any twelve-month period regardless of the number of Extension Terms entered into during that time. Production Cost increases are limited to increases Manufacturers published price list.

2.2 Fixed Terms, Conditions and Prices. (1) A Price Agreement constitutes a firm offer by the Contractor regardless of whether any order or purchase has been made or any performance has been tendered under the Price Agreement. A Price Agreement is enforceable for the period stated in the Price Agreement and, notwithstanding ORS 72.2050, obligations thereunder are not revocable by the Contractor. See ORS 279B.140.

2.3 TERM OF PRICE AGREEMENT: The initial term of Price Agreements awarded will be for (1) one year, with fixed pricing beginning on the date that SPO signs the Price Agreement.. The (7) seven (1) year extensions will have discount-off-list fixed pricing,. The total life of the Price Agreement will not exceed (8) eight years, unless terminated earlier in accordance with the termination provisions set forth herein.

2.4. EXTENSIONS: SPO shall notify Contractor in writing if the SPO intends to extend the Price Agreement ("Renewal Notice") at least thirty (30) days prior to the expiration of the then current term. If Contractor consents to the extension, it shall sign and return the Renewal Notice to SPO within the time period specified therein. If the Contractor does not consent, the Price Agreement shall expire according to its terms, unless earlier terminated.

2.5. ONE MONTH EXTENSION OPTION: Notwithstanding the foregoing, the SPO reserves the right in its sole discretion to extend the Price Agreement for a maximum of one (1) calendar month beyond the end of any term. SPO shall notify Contractor in writing of the one-month extension prior to the expiration of the then current term. Consecutive one-month extensions obtained under this Section are not allowed.

2.6 TERMINATION.

2.6.1 SPO and Contractor may terminate the Price Agreement at anytime by mutual written consent.

2.6.2. SPO may, at its sole discretion, terminate the Price Agreement upon 30 days written notice to Contractor including for the reasons set forth in ORS 279B.140.

2.6.3 SPO may terminate the Price Agreement if Contractor is in default under any Contract.

2.6.4 PURCHASE ORDERS: Contractor shall only accept purchase orders that: (a) contain the mandatory purchase order language set forth in Section 2.6.6, below, except that for Authorized Agencies, Contractor shall only accept purchase orders that comply with Section 2.6.5, below; (b) specify the quantity of Goods ordered; (c) specify a delivery schedule, if any; (d) specify delivery location; (e) specify invoicing address; and (f) specify Authorized Purchaser's authorized representative ("Purchase Order"). Contractor shall only accept Purchase Orders that do not vary, amend, modify, or add Price Agreement or Contract provisions other than changes to the Authorized Purchaser's authorized representative, identification of Goods and order quantities, optional Services, equipment and accessories offered under the terms of the Price Agreement, delivery schedules in accordance with the terms of the Price Agreement, delivery destination and invoicing address. Each such Purchase Order Contractor accepts shall create a separate Contract between the parties, enforceable in accordance with the terms thereof and independent of all other such Contracts.

2.6.5 STATE AGENCIES: Authorized Agencies shall use the SPO-approved Purchase Order forms to order Goods under the Price Agreement unless otherwise authorized by SPO. Such Purchase Order forms shall reference the Price Agreement by the Price Agreement number and include the RFP number, and Bid item number(s) of the Goods ordered.

2.6.6 MANDATORY PURCHASE ORDER LANGUAGE:

THIS PURCHASE IS SUBMITTED PURSUANT TO STATE OF OREGON SOLICITATION # **102-1337-107** AND PRICE AGREEMENT # **[ORDERING ORGANIZATION WILL**

INSERT PRICE AGREEMENT #]. THE PRICE AGREEMENT INCLUDING CONTRACT TERMS AND CONDITIONS AND SPECIAL CONTRACT TERMS AND CONDITIONS (T'S & C'S) CONTAINED IN THE PRICE AGREEMENT ARE HEREBY INCORPORATED BY REFERENCE AND SHALL APPLY TO THIS PURCHASE AND SHALL TAKE PRECEDENCE OVER ALL OTHER CONFLICTING T'S AND C'S, EXPRESS OR IMPLIED.

2.6.6.1 Notwithstanding any other provision of this Price Agreement, in the event that an Authorized Purchaser uses a credit card to pay for an order, an Authorized Purchaser generated Purchase Order is not a necessary document to the transaction. In lieu of a Purchase Order document, a Contractor order acknowledgement document will become a part of the Contract. However, in no event will an order acknowledgement, web order page or other Contractor generated document used to acknowledge the order such modify or provide additional terms and conditions to this Price Agreement. Such order acknowledgement document shall be for the sole purpose of acknowledging the order and payment and are not part of this Price Agreement or any resulting Contract.

2.6.6.2 In the event a court of competent jurisdiction determines that a Purchase Order constitutes an offer rather than an acceptance, then acceptance by Contractor shall be limited to the terms and conditions of the Contract as set forth in this Price Agreement.

2.7 Reserved

2.8 SALES TO UNAUTHORIZED PURCHASERS: It is the Contractor's responsibility to verify Authorized Purchasers' authority to contract pursuant to the Price Agreement. If Contractor is found to have entered into two or more Contracts with an entity other than an Authorized Purchaser, Contractor will be deemed to be in material breach of the Price Agreement.

2.9 VERIFICATION OF PARTICIPANT AUTHORITY:

2.9.1 ORCPP: ORCPP Participants can be verified on the SPO website:
(A) Worldwide Web: http://procurement.oregon.gov.

(B) Procurement Centers (located throughout Oregon). Call (503) 378-4649 for information or to view list of centers identified on SPO Web page.

2.9.2 Reserved

2.10 ADMINISTRATIVE FEES AND VOLUME SALES REPORTS:

2.10.1 VOLUME SALES REPORTS; ACCOUNTING AND REQUIRED REPORTS:

2.10.1.1 Contractor shall submit a Volume Sales Report (VSR) no later than THIRTY (30) calendar days from the end of each calendar quarter, which contains:

a) Complete and accurate details of the net receipts for the relevant quarterly period;
b) Contractor's corresponding calculation of the VCAF due to DAS SPO and OSP for that period; and
c) Such other information as DAS SPO may reasonably request (see 2.10.1.3).

2.10.1.2 Contractor shall send a VSR each quarter, whether or not there are reportable sales or VCAF due to DAS SPO.

2.10.1.3 VOLUME SALES REPORT (VSR) INFORMATION. Contractor shall provide the following information on the VSR:

a) Contractor name, and
b) Price Agreement number.

The VSR shall also provide information in the following specific categories:

a) Price Agreement item number,
b) Recycled/non-recycled content,
c) Customer name. Separately identify Authorized Agencies, Independent Agencies, ORCPP Participants. List each Authorized Purchaser separately,
d) Purchase Order number,
e) Date ordered,
f) Quantity of each item number ordered (price list Items),
g) Unit price,
h) Extended total for each item number ordered,
h) Total dollar amount for ending quarter.

2.10.1.4 VOLUME SALES REPORT FORMAT: Contractor shall provide Volume Sales Report(s) in excel (.xls) format. The first Volume Sales Report submitted by the Contractor must be submitted to the Price Agreement Administrator for review and approval prior to submission to vcaf.reporting@state.or.us for invoicing. . Volume Sales Reports must be submitted by e-mail. Hard copy reports are NOT acceptable.

2.10.1.5 REPORT RECEIPT/ACCEPTANCE: The Price Agreement Administrator's receipt or acceptance of any of the VSRs furnished pursuant to this Price Agreement, or any sums paid hereunder, shall not preclude DAS SPO from challenging the validity thereof at any time.

2.10.1.6 DAS SPO RESERVES THE RIGHT TO TERMINATE THIS PRICE AGREEMENT IF VOLUME SALES REPORTS ARE NOT RECEIVED AS SCHEDULED.

2.10.2 VENDOR COLLECTED ADMINISTRATIVE FEES:

2.10.2.1 VCAF PERCENTAGE:

a) OREGON PURCHASES: The ***Vendor Collected Administrative Fee (VCAF), is an amount equal to One Percent (1.0 %) of Contractor's total sales*** made to Authorized Agencies, Independent Agencies and ORCPP Participants using this Price Agreement during the calendar quarter.

b) Reserved.

2.10.2.2 VCAF AMOUNT / PAYMENT DUE DATE: During the term of this Price Agreement, Contractor shall remit payment to DAS SPO within ninety (90) calendar days after the end of each calendar quarter or thirty days after receipt of invoice from DAS SPO, for the calendar quarter, whichever comes first.

2.10.2.3 COMMUNICATION / NOTICE: If no invoice in received within sixty (60) days after sending the VSR to the DAS SPO VCAF email account Contractor shall send written notice to the Price Agreement Administrator as identified in the Price Agreement that no invoice was received by the Contractor.

2.10.2.4 REQUIREMENT TO REMIT VCAF PAYMENT: Failure to submit VSR does not release Contractor from requirement to remit required VCAF in a timely manner. If no invoice is received within 90 days after the end of the calendar quarter for which the VSR was due, Contractor shall remit payment to DAS SPO as required by Section 2.10.2.2 above.

2.10.2.5 CONTRACTORS MAY NOT REFLECT THE VCAF FEE AS A SEPARATE LINE ITEM CHARGE TO AUTHORIZED PURCHASERS. CONTRACTOR'S PROPOSAL PRICES SHALL REFLECT ALL CONTRACTOR'S CHARGES TO AUTHORIZED PURCHASERS. For the purposes of this Price Agreement, quarters end March 31, June 30, September 30, and December 31. DAS SPO will invoice Contractor for the VCAF a State generated invoice from the Volume Sales Report

(VSR) generated by the Contractor. Contractor is responsible for timely reporting and payment, regardless of entity that actually reports or makes VCAF payment to DAS SPO.

2.10.2.6 PAYMENT FORMAT: The fee shall be in the form of a check remitted to:

- FOR AUTHORIZED AGENCIES, INDEPENDENT AGENCIES AND ORCPP PARTICIPANTS PURCHASES
  State of Oregon
  Department of Administrative Services/DSS
  Attn: State Procurement Office
  1225 Ferry Street SE, U140
  Salem, Oregon 97301-4285

2.10.2.7 INTEREST: Any payments Contractor makes or causes to be made to DAS SPO after the due date as indicated on invoice, shall accrue interest at a rate of 18% per annum or the maximum rate permitted by law, whichever is less, until such overdue amount shall have been paid in full. DAS SPO's right to interest on late payments shall not preclude DAS SPO from exercising any of its other rights or remedies pursuant to this Price Agreement or otherwise with regards to Contractor's failure to make timely remittances.

2.10.3 AUDIT: DAS SPO, as its own expense (except as provided herein), shall have the right during regular business hours, at Contractor's premises, and upon reasonable notice, by itself or by a person authorized by it, to audit Contractor's Records, as defined herein, and other pertinent data, to determine and verify the figures reported in any VSRs furnished by Contractor. In the event that any such audit reveals underpayment of administrative fees, Contractor shall IMMEDIATELY pay the amount of deficiency, together with interest thereon at the rate provided in Section 2.10.2.7. At DAS SPO'S request, Contractor shall pay the reasonable cost of an audit, but only if such audit reveals that an underpayment may exist as determined by DAS SPO.

2.11 LIMITATION OF LIABILITY: Contractor acknowledges and agrees that the State shall bear no liability on Contracts entered into for purchases by non-State Agencies, which liability the State expressly disclaims. With regard to non-State Agencies, Contractor agrees to look solely to the respective contracting party for any rights and remedies Contractor may have at law or in equity arising out of the sale and purchase of Contractor's Goods or Services and the resulting contractual relationship, if any, with each such contracting party.

3.0 STANDARD CONTRACT TERMS AND CONDITIONS

3.1 ORDER OF PRECEDENCE: The printed terms and conditions set out in this Section 3 are the Standard Terms and Conditions for State of Oregon contracts for Goods. SPO may also provide Special Contract Terms and Conditions in Section 4, which apply only to this Price Agreement.
Whenever possible, all terms and conditions of this Price Agreement are to be harmonized. In the event of a conflict between the Standard and Special Contract Terms and Conditions, the Special Contract Terms and Conditions take precedence, unless the Standard term in question is required by law. In the event of any other conflict, this Price Agreement will be interpreted in the following order of precedence: (i) amendments, (ii) addenda, (iii) the Special Contract Terms and Conditions, (iv) Specifications, (v) these Standard Contract Terms and Conditions, (vi) the Request for Proposals, and (vii) Contractor's Proposal.

3.2 PAYMENT; Contractor shall look solely to Authorized Purchaser for payment of all amounts that may be due under the Contract. AUTHORIZED PURCHASER IS SOLELY RESPONSIBLE FOR PAYMENT UNDER THE CONTRACT. Payment is due by Authorized Purchaser within forty-five (45) days after the date of the invoice pursuant to ORS 293.462.

3.3 OVERDUE CHARGES: At Contractor's option, it may assess overdue account charges to Authorized Purchaser, in accordance with the provisions of ORS 293.462(3), up to a maximum rate of two-thirds of one percent per month (8% per annum) in accordance with ORS 293.462(4).

3.4 PAYMENT ADDRESS: Payment shall be sent to Contractor at the address specified in the invoice.

3.5 INVOICES: Contractor shall invoice Authorized Purchaser only after delivery of all Goods ordered. Invoices shall be sent to the Delivery Destination specified in Section 4, or to a different address as may be provided by Authorized Purchaser. Contractor shall include in its invoice the RFP number, Contract number, if any, Goods ordered and volume or quantity of Goods delivered, the price per item or quantity of Goods, the total amount due, and address to which payment is to be sent.

3.6 MOST FAVORABLE PRICES AND TERMS: Contractor represents that all prices, terms and benefits offered by Contractor under this Price Agreement are equal to or better than the equivalent prices, terms and benefits being offered by Contractor to any other state or local government unit or commercial customer.

3.6.1 Should Contractor, during the term of this Price Agreement, enter into any contract, agreement or arrangement that provides lower prices, more favorable terms or greater benefits to any other such government unit or commercial customer, this Price Agreement shall thereupon be deemed amended to provide the same price or prices, terms and benefits to the State. This provision applies to comparable Goods and services, and to purchase volumes by the State that are not less than the purchase volumes of the government unit or commercial customer that has received the lower prices, greater benefits or more favorable terms.

3.6.2 Section 3.6.1 does not apply to donations of Goods to charitable, nonprofit or government entities, if the donations are recognized as such and are deductible under the federal Internal Revenue Code. Those donations shall not be considered contracts, agreements, sales or arrangements with other government units or commercial customers that call for the application of Section 3.6.1.

3.7 INSPECTIONS/ACCEPTANCE: The Authorized Purchaser shall have ten (10) calendar days from date of delivery of the entire order within which to inspect and accept or reject the Goods. If the Goods are rejected, the Authorized Purchaser shall provide Contractor with written notification of rejection. Notice of rejection shall include itemization of apparent defects, including but not limited to (i) discrepancies between the Goods and the applicable specifications or warranties (including variance from demonstrations or sample characteristics where demonstrations or samples have been provided), or (ii) otherwise nonconforming Goods (including late delivery). Notice of rejection shall also indicate whether cure will be allowed.

3.7.1 CURE: The Authorized Purchaser may elect to have the Contractor deliver substitute Goods that comply with the Price Agreement specifications and warranties. The Contractor shall deliver substitute conforming Goods within 30 calendar days of receipt of notice of rejection and opportunity to cure. Failure to complete cure within the 30 calendar-day period shall constitute a material default of this Price Agreement.

3.7.2 REMOVAL/REIMBURSEMENT: If the Goods are rejected or acceptance is revoked, the Contractor shall refund any payments that have been made with regard to the rejected Goods, and shall (at Contractor's sole cost and expense) remove the Goods within seven (7) calendar days of receiving notice of rejection or revocation of acceptance.

Nothing contained in this Section 3.7 shall preclude Authorized Purchaser from other remedies to which it may be entitled upon rejection or revocation of acceptance.

3.8 REPRESENTATIONS; WARRANTIES:

3.8.1 AUTHORITY; BINDING OBLIGATION: Contractor shall promptly correct, without charge to the Authorized Purchaser, any defects arising from faulty materials, workmanship or performance, to the satisfaction of the Authorized Purchaser, for a minimum of five (5) years from date of delivery. The warranty on components shall include chair frames, steel frame components, seat cushions, base and chair control mechanisms, gas cylinders, bearings and casters, normal wear and tear excepted. Contractor represents and warrants that Contractor has the power and authority to enter into and perform this Price Agreement and that this Price Agreement, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms.

3.8.2 WARRANTY ON MATERIALS, DESIGN, MANUFACTURE: Contractor represents and warrants that all Goods shall be new, unused, current production models, where applicable, and shall be free from defects in materials, design and manufacture for a minimum of five (5) years. Where mandatory requirements and specifications have been made a part of the RFP, Contractor further represents warrants that all Goods shall be in compliance with and meet or exceed all mandatory requirements and specifications.

3.8.3 WARRANTY ON SERVICE STANDARDS: Contractor warrants that all services required to be performed, if any, shall be performed and in accordance with the highest applicable professional or industry standards.

3.8.4 WARRANTY OF TITLE: Contractor represents and warrants that all Goods are free and clear of any liens or encumbrances, and that Contractor has full legal title to the Goods, and that no other person has any right, title or interest in the Goods which shall be superior to or infringe upon the rights granted to the Authorized Purchasers hereunder.

3.8.5 WARRANTY ON SAFETY AND HEALTH REQUIREMENTS: Contractor represents and warrants that Goods provided under this Contract comply with all applicable federal health and safety standards, including but not limited to, Occupational Safety and Health Administration (OSHA), and all Oregon safety and health requirements, including, but not limited to, those of the State Workers' Compensation Division.

3.8.6 WARRANTIES CUMULATIVE: The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided in the Contract. All warranties provided in the Contract shall be cumulative, and shall be interpreted expansively so as to afford the Authorized Purchasers and the State the broadest warranty protection available.

3.8.7 MANUFACTURER WARRANTIES: Contractor shall have all manufacturer warranties covering the Goods and component parts, if any, transferred to the Authorized Purchasers at time of delivery at no charge.

3.9 COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS:

3.9.1 **(a)** Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Price Agreement. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders, as they may be amended from time to time during the term of this Price Agreement, to the extent they are applicable to the Price Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) The Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vi) The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (vii) Title II, Subtitle F of the Health Insurance Portability and Accountability Act of 1996; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to this Price Agreement and required by law to be so incorporated. Agency's performance under this Price Agreement is conditioned on Contractor's compliance with the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270, the terms of which are incorporated by reference into this Price Agreement.

3.9.2 RECYCLED PRODUCTS: Contractor shall to the maximum extent economically feasible use recycled and recyclable products in the performance of this Price Agreement. These products shall include recycled paper, recycled PETE, as defined in ORS 279A.010(1)(hh), and other recycled plastic resin products.

3.9.3 In the event of a conflict between the specifications and applicable federal and State laws, the federal or State laws shall prevail. Provided, however, in the event any conflict is based solely upon minimum standards, such as quality or safety, the higher or more
stringent standard shall apply. Contractor shall be responsible for making any modifications required to achieve compliance with the required laws and standards. Contractor shall notify SPO and Authorized Purchasers of any such required modifications upon receipt of knowledge or notification of such.

3.9.4 In the event any Good or component part is recalled by a regulatory body or the manufacturer, or discovered by Contractor not to be in compliance with the applicable standards, Contractor shall immediately notify SPO and the Authorized Purchaser of the recall or non-compliance, and shall provide copies of the notice or other documentation. Authorized Purchaser may elect to (a) cancel any portion of the Contract, (b) reject the Goods (c) revoke its
acceptance of the Goods, or (d) terminate the Contract in whole or in part, based upon such recall or non-compliance. In the event of rejection or revocation of acceptance under this subsection, Contractor shall promptly remove the Goods at its sole cost and expense, and reimburse Authorized Purchaser for payments made.

3.10 FOREIGN CONTRACTOR: If the amount of this Price Agreement exceeds ten thousand dollars ($10,000), and if Contractor is not domiciled in or registered to do business in the State, Contractor shall promptly provide to the Oregon Department of Revenue all information required
by that Department relative to this Price Agreement. Oregon Authorized Purchasers shall be entitled to withhold final payment under any Contract formed under this Price Agreement until Contractor has met this requirement.

3.11 MATERIAL SAFETY DATA SHEET: Contractor shall provide the Authorized Purchaser at time of delivery with a Material Safety Data Sheet as defined by the Occupational Safety and Health Administration (OSHA) for any Goods provided under this Price Agreement which may release or
otherwise result in exposure to a hazardous chemical under normal conditions of use. In addition, Contractor must properly label, tag or mark such Goods.

3.12 TIME IS OF THE ESSENCE: Contractor agrees that time is of the essence for Contractor's performance of its obligations under this Price Agreement and under any Contract formed under this Price Agreement.

3.13 FORCE MAJEURE: Neither Authorized Purchaser nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, war, or any other cause which is beyond the party's reasonable control. Contractor shall, however, make all reasonable
efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Price Agreement and any Contract formed under this Price Agreement. The Authorized Purchaser may terminate any Contract formed under this Price Agreement upon written notice after reasonably determining that such delay or default will likely prevent successful performance of the Contract.

3.14 INSURANCE: Contractor shall obtain prior to performing under this Price Agreement, and maintain during the term of this Price Agreement (including all warranty periods), the insurance required under Section 5. With regard to workers' compensation insurance, all employers, including
Contractor, that employ subject workers who work under this Price Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors, if any, complies with these requirements.

3.15 FUNDS AVAILABLE AND AUTHORIZED; PAYMENTS: If Authorized Purchaser is an Authorized Agency or an Independent Agency, the Authorized Purchaser represents that it has sufficient funds available and authorized within its biennial appropriation or limitation to pay the cost of purchases under this Price Agreement prior to the end of the current biennium. Contractor understands and agrees that such an Authorized Purchaser's payment of amounts under this Price Agreement and under any Contract attributable to purchases made after the last day of the

current biennium is contingent on that Authorized Purchaser's receiving from the Oregon Legislative Assembly appropriations, limitations, or other expenditure authority sufficient to allow it, in the exercise of its reasonable administrative discretion, to continue to make payments under this Price Agreement.

3.16 INDEPENDENT CONTRACTOR STATUS; RESPONSIBILITY FOR TAXES AND WITHHOLDING:

3.16.1 Contractor shall perform all required Services as an independent Contractor. Although the Authorized Purchaser reserves the right (i) to determine (and modify) the delivery schedule for the Goods to be delivered and the Services to be performed and (ii) to evaluate the quality of the completed performance, Authorized Purchaser cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing any Services required by this Price Agreement.

3.16.2 If Contractor is currently performing work for the State of Oregon or the federal government, Contractor by signature to this Price Agreement declares and certifies that: Contractor's Work to be performed under this Price Agreement creates no potential or actual conflict of interest as defined by ORS 244 and no State or federal rules or regulations of would prohibit Contractor's Work under this Price Agreement. Contractor is not an "officer", "employee", or "agent" of the
Authorized Purchaser, as those terms are used in ORS 30.265.

3.16.3 Contractor shall be responsible for all federal and state taxes applicable to compensation or payments paid to Contractor under this Price Agreement and, unless Contractor is subject to backup withholding, Authorized Purchaser will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Price Agreement, except as a self-employed individual.

3.17 INDEMNIFICATION:

3.17.1 CONTRACTOR SHALL DEFEND, SAVE, HOLD HARMLESS, AND INDEMNIFY THE AUTHORIZED PURCHASER, THE STATE AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, PROCEEDINGS, LOSSES, DAMAGES, LIABILITIES, AWARDS AND COSTS OF EVERY KIND AND DESCRIPTION (INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES AT TRIAL, ON APPEAR AND IN CONNECTION WITH ANY PETITION FOR REVIEW) (COLLECTIVELY, "CLAIM") WHICH MAY BE BROUGHT OR MADE AGAINST ANY AUTHORIZED PURCHASER , THE STATE, OR THEIR AGENTS, OFFICIALS, EMPLOYEES AND ARISING OUT OF OR RELATED TO (I) ANY PERSONAL INJURY, DEATH OR PROPERTY DAMAGE CAUSED BY ANY ALLEGED ACT, OMISSION, ERROR, FAULT, MISTAKE OR NEGLIGENCE OF CONTRACTOR, ITS EMPLOYEES, AGENTS, RELATED TO THIS PRICE AGREEMENT, (II) ANY ACT OR OMISSION BY CONTRACTOR THAT CONSTITUTES A MATERIAL BREACH OF THIS PRICE AGREEMENT OR ANY CONTRACT FORMED UNDER THIS PRICE AGREEMENT, INCLUDING WITHOUT LIMITATION ANY BREACH OF WARRANTY, OR (III) THE INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADE SECRET OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY BY DELIVERY OR USE OF THE GOODS. AUTHORIZED PURCHASER SHALL PROMPTLY NOTIFY CONTRACTOR IN WRITING OF ANY CLAIM THAT AUTHORIZED PURCHASER OR STATE BECOMES AWARE. CONTRACTOR'S OBLIGATION UNDER THIS SECTION SHALL NOT EXTEND TO ANY CLAIM PRIMARILY CAUSED BY (I) THE NEGLIGENT OR WILLFUL MISCONDUCT OF AUTHORIZED PURCHASER, THE STATE, OR THEIR AGENTS, OFFICIALS OR EMPLOYEES, OR (II) AGENCY'S MODIFICATION OF GOODS WITHOUT CONTRACTOR'S APPROVAL AND IN A MANNER INCONSISTENT WITH THE PURPOSE AND PROPER USAGE OF SUCH GOODS.

3.17.2 PROVIDED, HOWEVER, THE OREGON ATTORNEY GENERAL MUST GIVE WRITTEN AUTHORIZATION TO ANY LEGAL COUNSEL PURPORTING TO ACT IN THE NAME OF, OR REPRESENT THE INTERESTS OF, THE STATE AND/OR ITS OFFICERS, EMPLOYEES AND AGENTS PRIOR TO SUCH ACTION OR REPRESENTATION. FURTHER, THE STATE, ACTING BY AND THROUGH ITS DEPARTMENT OF JUSTICE, MAY ASSUME ITS OWN DEFENSE, INCLUDING THAT OF ITS OFFICERS, EMPLOYEES AND AGENTS, AT ANY TIME WHEN IN THE STATE'S SOLE DISCRETION IT DETERMINES THAT (I) PROPOSED COUNSEL IS PROHIBITED FROM THE PARTICULAR REPRESENTATION

CONTEMPLATED; (II) COUNSEL IS NOT ADEQUATELY DEFENDING OR ABLE TO DEFEND THE INTERESTS OF THE STATE, ITS OFFICERS, EMPLOYEES AND/OR AGENTS; (III) IMPORTANT GOVERNMENTAL INTERESTS ARE AT STAKE; OR (IV) THE BEST INTERESTS OF THE STATE ARE SERVED THEREBY. CONTRACTOR'S OBLIGATION TO PAY FOR ALL COSTS AND EXPENSES SHALL INCLUDE THOSE INCURRED BY THE STATE IN ASSUMING ITS OWN DEFENSE AND/OR THAT OF ITS OFFICERS, EMPLOYEES, OR AGENTS UNDER (I) AND (II) ABOVE.

3.18 EVENTS OF DEFAULT.

3.18.1 Default by Contractor. Contractor shall be in default under this Price Agreement if:

3.18.1.1 Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or

3.18.1.2 Contractor no longer holds a license or certificate that is required for Contractor to perform its obligations under this Price Agreement and Contractor has not obtained such license or certificate within ten (10) business days after delivery of Authorized Purchaser's notice or such longer period as Authorized Purchaser may specify in such notice; or

3.18.1.3 Contractor commits any material breach or default of any covenant, warranty, obligation or certification under this Price Agreement,including but not limited to breach of the Price Agreement or of any Contract formed under it, and such breach, default or failure is not cured within ten (10) business days after delivery of Authorized Purchaser's notice of default or such longer period as Authorized Purchaser may specify in such notice.

3.18.2 Default by Authorized Purchaser. Authorized Purchaser shall be in default under this Price Agreement if:

3.18.2.1 Authorized Purchaser fails to pay Contractor any amount pursuant to the terms of this Price Agreement, and Authorized Purchaser fails to cure such failure within ten (10) business days after delivery of Contractor's notice of default or such longer period as Contractor may specify in such notice; or

3.18.2.2 Authorized Purchaser commits any material breach or default of any covenant, warranty, or obligation under this Price Agreement, fails to perform its commitments hereunder within the time specified or any extension thereof, and Authorized Purchaser fails to cure such failure within ten (10) business days after delivery of Contractor's notice of default or such longer period as Contractor may specify in such notice.

3.19 REMEDIES

3.19.1 Authorized Purchaser's Remedies. In the event Contractor is in default under Section 3.18.1, in addition to the remedies afforded elsewhere herein, the Authorized Purchaser shall be entitled to recover for any and all damages suffered as the result of Contractor's breach of contract, including but not limited to direct, indirect, incidental and consequential damages, as provided in ORS 72.7110 to 72.7170. The Authorized Purchaser may, at its option, pursue any or all of the remedies available to it under this Price Agreement and at law or in equity, including, but not limited to:

3.19.1.1 Termination of any Contract formed under this Price Agreement under Section 3.21;

3.19.1.2 Withholding all monies due for invoiced Goods or Services that Contractor is obligated to deliver or perform but has failed to deliver or perform within any scheduled completion dates or has performed inadequately or defectively;

3.19.1.3 Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief;

3.19.1.4 Exercise of its right of setoff, and withholding of monies otherwise due and owing in an amount equal to Authorized Purchaser's setoff without penalty

3.19.1.5 These remedies are cumulative to the extent the remedies are not inconsistent, and Authorized Purchaser may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If it is determined for any reason that Contractor was not in default under Sections 3.18.1, the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 3.21.2.1.

3.19.2 SPO's Remedies. In addition to the remedies of an Authorized Purchaser under Section 3.19.1 of this Price Agreement, SPO shall have the remedies under this Price Agreement set forth in this Section 3.19.2. In the event Contractor is in default under Section 3.18.1, in addition to the remedies afforded elsewhere herein, SPO shall be entitled to recover for any and all damages suffered as the result of Contractor's breach of contract, including but not limited to direct, indirect, incidental and consequential damages, as provided in ORS 72.7110 to 72.7170. SPO may, at its option, pursue any or all of the remedies available to it under this Price Agreement and at law or in equity, including, but not limited to:

3.19.2.1 Termination, under Section 3.21, of any Contract formed under this Price Agreement;

3.19.2.2 Termination, under Section 3.21, of this Price Agreement;

3.19.2.3 Withholding all monies due for invoiced Goods or Services that Contractor is obligated to deliver or perform but has failed to deliver or perform within any scheduled completion dates or has performed inadequately or defectively;

3.19.2.4 Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief;

3.19.2.5 Exercise of its right of setoff, and withholding of monies otherwise due and owing in an amount equal to SPO's setoff without penalty

3.19.2.6 These remedies are cumulative to the extent the remedies are not inconsistent, and SPO may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If it is determined for any reason that Contractor was not in default under Sections 3.18.1, the rights and obligations of the parties shall be the same as if the Contract or Price Agreement was terminated pursuant to Section 3.21.2.1.

3.19.3 Contractor's Remedies: In the event Authorized Purchaser terminates a Contract formed under this Price Agreement for convenience under Section 3.21.2.1, or in the event Authorized Purchaser is in default under Section 3.18.2 and whether or not Contractor elects to exercise its right to terminate the Contract under Section 3.21.3, Contractor's sole remedy shall be: (a) A claim against Authorized Purchaser for the unpaid purchase price for Goods delivered and accepted by Authorized Purchaser; (b) with respect to Services compensable on an hourly basis, a claim for unpaid invoices, hours worked but not yet billed and authorized expenses for services completed and accepted by Authorized Purchaser; or (c) with respect to deliverable-based Services, a claim for the sum designated for completing the deliverable multiplied by the percentage of Services completed and accepted by Authorized Purchaser, less previous amounts paid and any claim(s) which Authorized Purchaser has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this Section, Contractor shall pay any excess to Authorized Purchaser upon written demand.

3.20 ATTORNEYS' FEES: With the exception of defense costs and expenses pursuant to 3.17, neither party shall be entitled to recover attorney's fees, court and investigative costs, or any other fees or expenses associated with pursuing a remedy for damages arising out of
or relating to the Contract or this Price Agreement.

3.21 TERMINATION:

3.21.1 MUTUAL CONSENT: This Price Agreement may be terminated at any time by mutual written consent of the parties

3.21.2 AUTHORIZED PURCHASER:

3.21.2.1 AUTHORIZED PURCHASER may, at its sole discretion, terminate a Contract formed under this Price Agreement for convenience, at any time upon 30 days written notice.

3.21.2.2 AUTHORIZED PURCHASER is excused from performance and may in its sole discretion terminate a Contract formed under this Price Agreement, in whole or in part, immediately upon notice to Contractor, or at such later date as the Authorized Purchaser may establish in such notice, upon the occurrence of any of the following events: (i) the Authorized Purchaser fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the Goods to be purchased under the Contract; or (ii) federal or state laws, regulations, or
guidelines are modified or interpreted in such a way that either the purchase of the Goods by the Authorized Purchaser under the Contract is prohibited, or the Authorized Purchaser is prohibited from paying for such Goods from the planned funding source; or (iii) Contractor
commits any material breach of the Contract or this Price Agreement. Pursuant to this Section 3.21.2.2, upon receipt of written notice of termination, Contractor shall stop performance under the Contract or this Price Agreement, as directed by the Authorized Purchaser.

3.21.3 CONTRACTOR'. Contractor may terminate a Contract formed under this Price Agreement immediately upon notice to Authorized Purchaser, or at such later date as it may establish in such notice as set forth in Section 3.18.2., upon Agency's failure to pay for the Goods, in accordance with the terms of this Price Agreement.

3.22 ACCESS TO RECORDS: Contractor shall retain, maintain, and keep accessible all records relevant to this Price Agreement (the "Records") for a minimum of six (6) years, or such longer period as may be required by applicable law following expiration or termination of this Price Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Price Agreement, whichever date is later. Financial Records shall also be kept in accordance with generally-accepted accounting principles. During the Record-retention period established
in this Section 3.22, the Contractor shall permit the Authorized Purchaser, its duly authorized representatives, and the federal government access to the Records at a reasonable time and place for purposes of examination and copying.

3.23 NOTICES: All notices required under this Price Agreement or any Contract formed under it shall be in writing and addressed to the party's authorized representative. For Authorized Purchasers, the authorized representative shall be identified in the Purchase Order. Contractor's authorized representative shall be the individual identified in Section 10. Mailed notices shall be deemed received five (5) days after post marked, when deposited, properly addressed and prepaid, into the U.S. postal service. Faxed notices shall be deemed received upon electronic confirmation of successful transmission to the designated fax number. Personal delivery shall be effective upon delivery.

3.24 PURCHASE ORDERS: ACKNOWLEDGEMENTS: The parties acknowledge and
agreement that other than designation of order quantities, types of Goods, delivery destination, and dates of order and scheduled delivery of other performance, any Purchase Orders or acknowledgement documents are simply for the convenience of the parties to initiate or confirm
an order of Goods under this Price Agreement and that no other terms or conditions contained in those documents shall be of any force or effect or be binding upon the parties.

3.25 GOVERNING LAW: This Price Agreement and any Contract formed under it shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of laws. To the extent not modified by the terms of this Price Agreement, the UCC shall govern this transaction.

3.26 VENUE; CONSENT TO JURISDICTION:

3.26.1 STATE VENUE; CONSENT TO JURISDICTION: Any claim, action, suit or proceeding (collectively, "Claim") between a Authorized Agency and Contractor, or an Independent Agency and Contractor, that arises from or relates to this Price Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, 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.

3.26.2 ORCPP VENUE; CONSENT TO JURISDICTION: Any Claims between Contractor and an ORCPP Authorized Purchaser that arise from or relate to this Price Agreement or any Contract formed under it shall be brought and conducted solely and exclusively within the Circuit Court of the county in which such ORCPP Authorized Purchaser resides, or at the ORCPP Authorized Purchaser's option, within such other county as the ORCPP Authorized Purchaser shall be entitled under the laws of the relevant jurisdiction to bring or defend Claims. If any such Claim must be brought in a federal forum, then unless otherwise prohibited by law it shall be brought and conducted solely and exclusively within the United States District Court for the District in which such ORCPP Authorized Purchaser resides. 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 ORCPP Authorized Purchaser's sovereign or governmental immunity, if any, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or of any defenses to Claims or jurisdiction based thereon.

3.27 SURVIVAL: Any terms of this Price Agreement which by their context or nature are intended to survive termination or expiration, including but not limited to warranty, indemnification, access to records, governing law, venue, consent to jurisdiction, termination and remedies provisions, shall survive the termination or expiration of this Price Agreement.

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

3.29 ASSIGNMENT/SUBCONTRACT/SUCCESSORS: Contractor shall not assign, sell, transfer, or subcontract rights, or delegate responsibilities under this Price Agreement, in whole or in part, without the prior written approval of the Authorized Purchaser. Further, no such written approval shall relieve Contractor of any obligations under this Price Agreement, and any assignee, transferee, or delegate shall be considered the agent of Contractor. The provisions of this Price Agreement shall be binding upon, and shall inure to the benefit the parties to this Price Agreement and their respective successors and permitted assigns.

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

SECTION 4 – SPECIAL CONTRACT TERMS AND CONDITIONS

4.1 Contractor shall include with all Goods delivered all of the following items (collectively referred to as "Delivery Components").

4.1.1 HAZARD COMMUNICATION: Products which contain hazardous chemicals, as defined by Oregon Administrative Rules Chapter 437, must be labeled, tagged or marked with the following information:

A. Identity of the hazardous chemicals;
B. Appropriate hazard warning; and

C. Name and address of the chemical manufacturer, importer or other responsible party.

Upon request, Contractor shall provide a Material Safety Data Sheet, as required by OAR 437-002-0360, for any item included in this Price Agreement that contains hazardous chemicals. This information shall be provided to the requesting state agency or authorized member of the State of Oregon's Cooperative Purchasing Program (ORCPP) at the time of shipment or upon delivery of first order.

4.1.2 TRIAL PERIOD: Contractor shall have a sufficient number of "demo" contract chairs available for use on a trial or loan basis by Authorized Purchaser's. Chairs shall be delivered to the Authorized Purchaser's for trial within two (2) weeks of the request. Authorized Purchaser's may request the chairs for a maximum of one (1) week (5 working days) period. Upon completion of the Authorized Purchaser's examination, the chairs will be returned to Contractor with no obligation to buy. These chairs shall be provided free of charge and freight paid, including return freight.

4.1.3 CATALOGS: Contractor shall, upon request, provide manufacturer's catalogs and price lists to state agencies and other Authorized Purchasers. Contractor shall update the material as necessary.

4.1.4 PRODUCT SUBSTITUTIONS: Any substitution(s) for originally proposed item(s) or component(s) must have the approval of the Department of Administrative Services' State Procurement Office prior to any substitution. If approved, the substituted item(s) must be offered to all Authorized Purchasers at no increase in cost and the quality cannot be less than the corresponding item originally offered in Contractor's Proposal. Contractor shall be responsible for securing all approvals and will also be responsible for all charges such as freight, storage, labor, etc., which accrue to any shipments of unauthorized substituted material. Neither the state nor any other Authorized Purchaser shall be responsible to pay for unauthorized product.

4.1.5 PERFORMANCE: Contractor shall ensure through visits to, and consultation with, the agencies that the products supplied under this Price Agreement perform satisfactorily. All services shall be performed in the most highly professional manner, and in accordance with the utmost industry standards. Unless the means or methods of performing a task is specified elsewhere in this Price Agreement, Contractor shall employ methods that are generally accepted and used by the industry. With each chair, Contractor shall provide individually tailored measurement, fitting, delivery, assembly, installation, training and follow-up to the customer. The state may monitor customer satisfaction internally and may conduct random compliance testing of incoming product. Failure to make available to Authorized Purchasers all Price Agreement offerings, provide products compliant with specifications, meet the performance requirements of this Price Agreement or to adequately perform the Services described in this Price Agreement, including the Services described in this Section 4.1, shall constitute a breach of this Price Agreement.

SECTION 5 – INSURANCE REQUIREMENTS

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

5.2 COMMERCIAL GENERAL LIABILITY. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Price Agreement, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that is satisfactory to the SPO. This insurance shall include personal injury liability, products and completed operations, and contractual liability coverage for the indemnity provided under this Price Agreement, and must be made on an occurrence basis. Combined single limit per occurrence shall not be less than $ 1,000,000. Each annual aggregate limit shall not be less than $ 2,000,000 .

5.3 AUTOMOBILE LIABILITY INSURANCE: AUTOMOBILE LIABILITY. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Price Agreement, Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in

combination with the Commercial General Liability Insurance. Combined single limit per occurrence shall not be less than $1,000,000.

5.4 EMPLOYERS' LIABILITY. If Contractor is a subject employer, as defined in ORS 656.023, with regard to work under this Price Agreement, Contractor shall obtain employers' liability insurance coverage with combined single limit per occurrence of not less that $500,000, and annual aggregate limits of not less than $1 million.

5.5 WORKERS' COMPENSATION: All employers, including Contractor, that employ subject workers who work under this Price Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.

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

5.7 Reserved

5.8 NOTICE OF CANCELLATION OR CHANGE. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without sixty (60) days' written notice from the Contractor or its insurer(s) to SPO. Any failure to
comply with the reporting provisions of this clause shall constitute a material breach of contract and shall be grounds for immediate termination of this Price Agreement by SPO.

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

6.1 GENERAL PROVISIONS:

6.1.1 SILENCE OF SPECIFICATIONS: The apparent silence of the Specifications and/or any supplemental Specifications as to any detail, or the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only materials and workmanship of first quality are to be used. However, if any omitted specification results in ambiguity as to material characteristics of the Goods, and
inclusion is necessary to enable a reasonable person in the particular industry to properly identify such characteristics, a Proposer must seek a formal request for change, as set forth in section 2.6.1 of the Request for Proposals. Failure to make such a request is at Contractor's risk, and the Proposer awarded a Price Agreement shall be required to provide Goods meeting the Authorized Purchasers' needs without regard to any omitted specification for which change should reasonably have been sought.

6.1.2 ADHERENCE TO THE SPECIFICATIONS. Deviations discovered after purchase shall be corrected at no cost to the Authorized Purchaser.

6.2 DELIVERY:

6.2.1 DELIVERY: Delivery is required within twenty (20) business days after receipt of order for standard product. In the event Contractor is unable to deliver all ordered products within such time, Contractor shall immediately provide written notification of inability to perform. In this event, the Purchasing Section reserves the right to cancel the order and make the purchase from another supplier. Contractor shall reimburse the Authorized Purchaser for the difference between the Price Agreement pricing and actual price paid. Neither

product supply shortages nor inadequate allocations to Contractor shall relieve Contractor from the obligation to perform. Repeated failure to meet delivery requirements may result in Price Agreement cancellation.

6.3 TRAINING: In addition to individually tailored measurement, fitting, delivery, assembly and installation, Contractor shall provide on-site feature and operational training to each user. Further, for all chairs, Contractor shall supply in written format, at no additional cost to the state or any other Authorized Purchaser, training that provides complete step-by-step instructions in the total use and operation of the chair. In addition to the written format, Contractor may also provide the instruction on a disc, if available. Contractor shall also provide the Authorized Purchaser with the name and telephone number of a contact person who can provide, by telephone, instructions in the use and operation of the chair. This information shall be supplied by Contractor at time of delivery.

6.4 TECHNICAL SPECIFICATIONS: These specifications are in the form of Mandatory Requirements in section 3.3.5 of the RFP.

SECTION 7 – PRICING **(OFFEROR MUST COMPLETE AND RETURN WITH OFFER)**

Proposer must include in the price list any and all surcharge fees relating to delivery and installation. Proposers shall include in the pricing Proposal a complete current delivery and installation price list, including a discount-off-list, of the chairs that meet the requirements of section 3.3.5 and 3.3.6 MATERIAL OR TECHNICAL REQUIREMENTS. If Proposer is submitting a Proposal for "Big" and "Tall" chairs a complete current delivery and installation price list, including a discount-off-list price Proposal must be included as optional pricing in the sealed envelope with the Proposal.

Proposers shall also include in the pricing Proposal a fee schedule for deliveries outside a 50-mile radius from the Certified Authorized Representative location.

CREDIT CARD PURCHASES: Proposers must list all major credit card brands, if any, that will be accepted. List all credit card brands Proposer will accept:

VISA

MASTER CARD

List the early payment discount, if any, Proposer will offer for credit card purchase payments received sooner than the standard net thirty (30) days:

_____ 1 % Discount Net 10 days

SECTION 8 – CERTIFICATION OF COMPLIANCE WITH TAX LAWS
(OFFEROR MUST COMPLETE AND RETURN WITH OFFER)

By my signature in Section 10 of this Price Agreement, I, hereby attest or affirm under penalty of perjury: That I am authorized to act on behalf of the Contractor in this matter, that I have authority and knowledge regarding the payment of taxes, and that Contractor is, to the best of my knowledge, not in violation of any Oregon Tax Laws." For purposes of this certification, "Oregon tax laws" are those tax laws listed in ORS 305.380(4), namely ORS Chapters 118, 314, 316, 317, 318, 320, 321 and 323 and Sections 10 to 20, Chapter 533, Oregon Laws 1981, as amended by Chapter 16, Oregon Laws 1982 (first special session); the elderly rental assistance program under ORS 310.630 to 310.706; and any local tax laws administered by the Oregon Department of Revenue under ORS 305.620.

SECTION 9 – CERTIFICATION OF COMPLIANCE WITH NON-DISCRIMINATION LAWS
(OFFEROR MUST COMPLETE AND RETURN WITH OFFER)

By my signature in Section 10 of this Price Agreement, I hereby attest or affirm under penalty of perjury: that I am authorized to act on behalf of Contractor in this matter, and to the to the best of my knowledge the Contractor has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts, and that the Contractor is not in violation of any Discrimination Laws."

SECTION 10 – SIGNATURE OF CONTRACTOR'S DULY AUTHORIZED REPRESENTATIVE
(OFFEROR MUST COMPLETE AND RETURN WITH OFFER)

THIS PRICE AGREEMENT MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF THE CONTRACTOR; ANY ALTERATIONS OR ERASURES TO THE OFFER MUST BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.
The undersigned acknowledges, attests and certifies individually and on behalf of the Contractor that:

(1) He/she is a duly authorized representative of the Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Price Agreement, and to execute this Price Agreement on behalf of Contractor. (2)
Contractor is bound by and will comply with all requirements, Specifications, and terms and conditions contained in this Price Agreement (including all listed attachments and Addenda, if any, issued (3) Contractor will furnish the designated Goods in accordance with the Price Agreement Specifications and requirements, and will comply in all respects with the terms of the resulting Price Agreement upon award; and (4) CONTRACTOR WILL PROVIDE/FURNISH FEDERAL EMPLOYEE IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER WITH OFFER. (5) All affirmations contained in this RFP are true and correct.

ADI ART DESIGN INT. INC.
Offeror's Name

Authorized Signature: (ALAIN CHARBONNEAU)

Title: PRESIDENT

FEIN ID# or SSN# (required) 100052893

Contact Person (Type or Print): ALAIN CHARBONNEAU

Telephone Number: (800) 663-6794

Fax Number: (888) 407-6435

ADDITIONNAL CONTACT:

CHRIS MAAS
PHONE: 704-236-8114
FAX: 866-870-6498

SECTION 11 – STATE SIGNATURE (to be completed by the State of Oregon)

The State of Oregon, acting by and through SPO hereby accepts Contractor's offer and awards a Price Agreement to the above named Contractor.

Authorized Signature: Melissa Canfield

Date: 3/26/09

Term of Price Agreement: See Section 2.3

~~Purchase Order~~ No.: Price Agreement No: 9713

SPO Contact
Contact Person (Type or Print): Timothy J. Jenks

Telephone Number: (503) 378-4778

Fax Number: (503) 373-1626