



PURCHASE ORDER

132039

PO NUMBER

SHIP TO:

NAME DMV Facilities		AGENCY CONTACT PERSON NAME Justin Moore		PO ISSUE DATE 04/11/23	DELIVERY DATE REQUIRED
STREET ADDRESS 1905 Lana Ave. N.E.		PHONE 503-945-5265		BIENNIUM 22/23	CONFIRMATION NUMBER
CITY, STATE, ZIP Salem, OR 97314		FAX		PRICE AGREEMENT NUMBER	BACK ORDER NUMBER
BILL TO: Same as ship-to	BILLING ADDRESS IF DIFFERENT FROM SHIP-TO ADDRESS Same			PAYMENT TERMS Net 30 days	FOB Destination
VENDOR NUMBER - SUFFIX CV30006126-00		VENDOR/CONTRACTOR CONTACT PERSON NAME Eric Halleen		INSTRUCTIONS TO CONTRACTOR/VENDOR Show this PO number on invoice and all items pertaining to this order. Prepay all freight charges unless stated otherwise. If freight is billed as a separate item, the receipted freight bill must accompany the invoice. State is not subject to federal excise tax.	
VENDOR/CONTRACTOR NAME Empower Digital		PHONE 503-896-0454			
ADDRESS 7700 SW Hyland Way		FAX			
CITY, STATE, ZIP Beaverton, OR 97008		E-MAIL			

DESCRIPTION AND/OR CATALOG NUMBER	AGENCY EXPENDITURE CODING				QUANTITY			UNIT PRICE	ITEM TOTAL	SFO
	CHARGE UNIT	EA SUBJOB	ACT	OBJ DETAIL	ORDERED	UNIT	RECEIVED			
Hanwha XND-9082RV Dome Camera	8002	F8246701	F03	576	1			\$1,021	\$1,021	
Hanwha XNV-9082R Dome Camera	8002	F8246701	F03	576	1			\$1,191	\$1,191	
Hanwha XNF-9082RV 360° Dome Camera	8002	F8246701	F03	576	1			\$768	\$768	
Cabling and Miscellaneous Materials	8002	F8246701	F03	576	1			\$453	\$453	
Mobilization	8002	F8246701	F03	576	1			\$135	\$135	
Cable Certification	8002	F8246701	F03	576	4			\$15	\$60	
Low Voltage Minor Label Permit	8002	F8246701	F03	576	1			\$14	\$14	
Installation Labor	8002	F8246701	F03	576	1			\$5,000	\$5,000	
Technical Labor	8002	F8246701	F03	576	1			\$1,350	\$1,350	
TOTAL									\$9,992	

There are no other understandings, agreements or representations, oral or written, related to the Goods/Services. Select Paragraph A or B below, as applicable:

A. This Purchase Order and the standard terms and conditions attached to this Purchase Order, any special terms and conditions included with this Purchase Order and any other items incorporated by reference constitute the entire agreement between the parties about the Goods/Services.

B. This Purchase Order and the terms and conditions of the Price Agreement between Agency and Contractor and any special terms and conditions included with this PO constitute the entire agreement between the parties about the Goods/Services.

REQUESTED BY Cynthia Doan	DATE 04/11/23	APPROVED BY (PRINT NAME) Justin Moore	DATE 04/11/23	RECEIVED BY (PRINT NAME)	DATE
ORPIN ENTRY DATE (PO'S OVER \$5,000 ONLY)	APPROVED BY SIGNATURE 		RECEIVED BY SIGNATURE		132039

Purchase Order Terms and Conditions continued from previous page...

14. COMPLIANCE WITH APPLICABLE LAW: Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as amended (Rules), including, without limitation, the provisions of: (i) Titles VI and VII of Civil Rights Act of 1964; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990; (iv) Executive Order 11246; (v) The Age Discrimination in Employment Act of 1967, and the Age Discrimination Act of 1975; (vi) The Vietnam Era Veterans' Readjustment Assistance Act of 1974; (vii) ORS Chapter 659; (viii) ORS 279B.020 and 279B.270; (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; (x) all federal and state laws governing the handling, processing, packaging, storage, labeling, and delivery of food products; and (xi) all regulations and administrative rules established pursuant to the foregoing laws. Agency's performance is conditioned upon Contractor's compliance with, 279B.220, 279B.225, 279B.230, and 279B.235, as applicable. All applicable Rules are incorporated by reference in this PO.

15. PAYMENTS REQUIRED BY ORS 279C.505 AND 279B.220: For all goods provided under this contract, Contractor shall (i) pay promptly, as due, all persons supplying labor or material; (ii) pay all contributions or amounts due the Industrial Accident Fund from the contractor or any subcontractor; (iii) not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof; and (iv) pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

16. SAFETY AND HEALTH REQUIREMENTS: Contractor warrants goods and services provided under this PO comply with all federal Occupational Safety and Health Administration (OSHA) requirements and with all Oregon safety and health requirements, including those of the State Workers' Compensation Division.

17. WORKERS' COMPENSATION: Contractor shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless exempt under ORS 656.126(2). Contractor shall ensure that its Subcontractors, if any, comply with these requirements.

18. MATERIAL SAFETY DATA SHEET: Contractor shall provide Agency with a Material Safety Data Sheet as defined by the Occupational Safety and Health Administration (OSHA) for any goods provided under this PO which may release, or otherwise result in exposure to, a hazardous chemical under normal conditions of use. In addition, Contractor must label, tag or mark such goods.

19. RECYCLABLE PRODUCTS: Unless otherwise required, Contractor shall use recycled and recyclable products to the maximum extent economically feasible in the performance of the PO. These products shall include recycled paper, recycled PETE products, other recycled products (ORS 279A.010(1)(gg),(hh),(ii)), and other recycled plastic resin products.

20. FOREIGN CONTRACTOR/BUSINESS REGISTRATION: If Contractor is not domiciled in or registered for doing business in the State of Oregon {"doing business" is defined in OAR 150-317.010(4)}, 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 the Contract.

21. ACCESS TO RECORDS: Contractor shall maintain all fiscal records relating to this PO in accordance with generally accepted accounting principles and shall maintain any other records relating to this PO in such a manner as to clearly document Contractor's performance hereunder. Agency, the Secretary of State Audits Division and their duly authorized representatives shall have access to such fiscal records and to all other books, documents, papers, plans and writings of Contractor which relate to this PO to perform examination and audits and make excerpts and transcripts. To the extent provided by law, the federal

government shall be entitled to the same access as Agency. Contractor shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of 6 years, or such longer period as may be required by applicable law following final payment and termination of this PO, or until the conclusion of any audit, controversy or litigation arising out of or related to this PO, whichever date is later.

22. SEVERABILITY: If any provision of this PO 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 PO did not contain the particular provision held to be invalid.

23. WAIVER: No waiver, consent, modification or change of terms of this PO shall bind either party unless in writing and signed by both parties and all necessary State approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of Agency to enforce any provision of this PO shall not constitute a waiver by Agency of that or any other provision.

24. AMENDMENTS: All amendments to this PO must be in writing and signed by Agency.

25. TAX CERTIFICATION: By entering this PO, Contractor hereby certifies under penalty of perjury: (a) the number provided to Agency is the correct Federal Employer Identification Number; (b) it is not subject to backup withholding because (i) it is exempt from backup withholding, (ii) it has not been notified by the IRS that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that it is no longer subject to backup withholding; and (c) it is not in violation of any Oregon tax laws.

26. PERFORMANCE STANDARDS: Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the Goods and Services required under the Contract.

27. FAILURE TO PERFORM: The consequences for Contractor's failure to perform the scope of work identified in the Contract, meet the delivery schedule requirements, meet established performance standards, or to cure deficiencies within the stated deadline, may include, but are not limited to:

(i) Reducing or withholding payment;

(ii) Requiring Contractor to perform, at Contractor's expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or

(iii) Declaring a default, terminating the Contract and seeking damages and other relief available under the terms of the Contract or other applicable law.

28. ORDER OF PRECEDENCE: The terms and conditions set forth in sections 1 through 25 are the Standard Terms and Conditions applicable to this PO. Agency may also provide "special terms and conditions" elsewhere in the invitation to bid, request for proposals, or PO which apply only to this PO. In the event of a conflict between the standard and "special terms and conditions", the "special terms and conditions" take precedence, unless the standard term(s) in question is/are required by law. In the event of any other conflict, 1) the special terms and conditions, 2) these Standard Terms and Conditions, 3) the Invitation to Bid or Request for Proposal, and 4) the proposal or response thereto shall be interpreted in the foregoing order of precedence. Contractor agrees that, in the event of a conflict, all the terms and conditions of this PO supersede all preprinted terms and conditions on any forms used by the Contractor. The rights and remedies of Agency provided for under the PO are in addition to any other rights and remedies provided by law.