

# PRICE AGREEMENT

State of Oregon



PRICE AGREEMENT  
WITH

*RECONYX, Inc.*

FOR

**HP2X HyperFire2 Professional Covert IR Camera.**

Price Agreement number: 535-218-20

This Price Agreement (“Agreement”) is between the State of Oregon, acting by and through its Department of Fish and Wildlife (“ODFW”) and RECONYX, Inc, a Wisconsin Corporation (“Contractor”).

ODFW is entering into this Price Agreement for the purchase of HyperFire 2 Professional Covet IR Cameras

## Section 1 –Agreement

### 1.1 Parties

1.1.1 The only parties to this Agreement are Contractor and ODFW.

### 1.2 Process

1.2.1 ODFW may order Goods during the Term of this Agreement using a Purchase Order substantially in the form of the attached Purchase Order (Exhibit B).

c) To be effective, the Purchase Order must specify all of the following:

The Price Agreement number;

Purchase Order number;

The specific Goods and quantity of each item ordered;

Set price;

Requested delivery schedule;

Delivery location(s);

Invoicing address; and

1.2.2 A Contract created by a purchase order consists only of the terms specified or required by this Agreement. Additional, different or conflicting terms and conditions in any purchase order(s) or any other form of the Contractor may not vary the terms of a Contract. Additional, different or conflicting terms and conditions on a purchase order or other form are of no effect.

1.2.3 Contractor shall accept a purchase order that complies with the provisions of this Agreement until this Agreement terminates. Contractor may, but is not required to accept a purchase order that requests a delivery schedule of less than any minimum lead time (if any) specified in this Agreement.

1.2.4 A purchase order is deemed accepted by Contractor unless Contractor rejects the purchase order within three business days after it is received. Contractor may reject a purchase order: i) using the same means as were used to deliver the ordering instrument, or ii) by e-mail if the email address is evident on the purchase order. Contractor shall specify the reason(s) for rejection.

- 1.2.5 Accepted purchase order establishes a separate Contract between the ODFW and Contractor and include the terms set forth in Section 2. As used in the Contracts, "Price Agreement" means this Agreement.
- 1.2.6 ODFW is not obligated or liable under a purchase order unless ODFW is purchasing Goods as the ODFW.
- 1.2.7 Nothing in this Agreement obligates ODFW to place any purchase order or to purchase any Goods.
- 1.2.9 Contractor shall reject a purchase order that does not meet the requirements of this Agreement.

### **1.3 Prices**

- 1.3.1 Except as provided in this Section, during the Term of this Agreement, Contractor shall offer Goods to ODFWs at prices that do not exceed the prices listed in Exhibit A, Goods.
- 1.3.2 Contractor and an ODFW may agree to lower prices for Goods. Those lower prices apply only to applicable Contracts between Contractor and such ODFW.
- 1.3.3 Contractor shall subtract from prices charged to ODFWs any unit price decrease that has been achieved or gained by the Contractor, whether through the manufacturer or otherwise. Contractor shall give ODFWs the immediate benefit of the decrease. Contractor shall promptly notify Contract Administrator of the amount and effective date of the decrease.
- 1.3.4 Either party to this Agreement may request a price adjustment for some or all of the Goods, subject to Section 1.3.5 below.
- 1.3.5 Contractor may request unit price increases from ODFW no more often than once in any 12-month period, and shall be effective on the anniversary/renewal date of the Price Agreement. Contractor must submit a request to the Contract Administrator in writing at least 60 days before the anniversary/renewal date of the Price Agreement, or at such other time as specified by the Contract Administrator for submittal of the request. The request must show all proposed increases by line item and include supporting documentation acceptable to ODFW. ODFW may require Contractor to provide U.S. Bureau of Labor Statistics Producer Price Index or Consumer Price Index data or any other relevant manufacturer or industry data substantiating the increase. However, a price increase may not produce a higher profit margin for Contractor than at the beginning of the initial term of this Agreement.

### **1.4 Reserved**

### **1.5 Term of Agreement**

- 1.5.1 The initial term of this Agreement is one year and begins on the date this Agreement has been signed by ODFW and Contractor and all required approvals have been obtained (the "Effective Date") and ends on the 1<sup>st</sup> anniversary of the Effective Date unless sooner terminated or extended as provided in this Agreement. ODFW has, in its sole discretion, the option to extend this Agreement for up to nine additional consecutive one-year terms, provided that the maximum term of this Agreement, including all extensions, shall not exceed ten years. ODFW may exercise these options to extend by giving Contractor written notice of such exercise no later than 30 calendar days before the expiration of the then-current term. The initial term together with all extension, terms are collectively referred to herein as the "Term" of this Agreement.

- 1.5.2 After this Agreement is terminated, Contractor shall not accept any new purchase orders.
- 1.5.3 ODFW may terminate this Agreement upon 30 calendar days' written notice to Contractor for any or no reason.

**1.6 Miscellaneous**

- 1.6.1 Choice of Law. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.
- 1.6.2 Designation of Forum and Consent to Jurisdiction. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- 1.6.3 Amendments. No amendment of this Agreement is valid unless it is in writing and signed by the parties.
- 1.6.4 Transfer. Contractor shall not assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without first obtaining the written consent of ODFW. ODFW' consent to any subcontract (or other delegation of duties) does not relieve Contractor of any of its duties or obligations under this Agreement. This Agreement is binding upon and inures to the benefit of each of the parties, and, except as otherwise provided their permitted legal successors and assigns.
- 1.6.5 Counterparts. This Agreement may be executed in two or more counterparts, each of which is an original, and all of which together are deemed one and the same instrument. Notwithstanding that all parties are not signatories to the same counterpart.
- 1.6.6 Force Majeure. Neither party is responsible for delay or default caused by an unallocated risk such as fire, riot, and acts of God or war, or by any other cause not within the control of the party whose performance is interfered with, and, which by the exercise of reasonable diligence, the party is unable to prevent. ODFW may terminate this Agreement upon written notice after determining such delay or default will reasonably prevent successful performance of this Agreement.

In the event of any such delay, Contractor's obligations are suspended to the extent of and for the duration of such causes. However, Contractor shall take all good faith efforts to eliminate the cause of any such delay, and upon the cessation of such cause, shall resume performance of Contractor's obligations with all reasonable diligence. If necessary, the period for performance under this Agreement will be extended to enable Contractor, once such causes have been removed, to fulfill its obligations hereunder.

- 1.6.7 Entire Agreement. This Agreement, together with the attached exhibits, constitutes the entire agreement between the parties and merges all prior and contemporaneous communications with respect to the subject matter.
- 1.6.8 Notices. Except as otherwise expressly provided in this Agreement, any communications between the parties, or notices to be given under this Agreement, are effective only if given in

writing or by personal delivery, email, or United States Postal Service, postage prepaid, to the Contract Administrator for Contractor or ODFW at the address or number set forth below in Section 4 or 5, as applicable, or to such other addresses or numbers as either party may later indicate pursuant to this Section. Any communication or notice via the United States Postal Service is deemed given five (5) days after mailing. Any communication or notice by personal delivery is deemed given immediately upon such delivery. Any communication or notice by email is deemed given when the recipient, by an email sent to the email address for the sender or by a notice given by another method in accordance with this Section, acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this Section.

- 1.6.9 No Third Party Beneficiaries. ODFW and Contractor 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.
- 1.6.10 Waiver. The failure of ODFW to enforce any provision of this Agreement or the waiver of any violation or nonperformance of this Agreement in one instance does not constitute a waiver by ODFW of that or any other provision nor is it a waiver of any subsequent violation or nonperformance. Such failure to enforce waiver, if made, is effective only in the specific instance and for the specific purpose given.
- 1.6.11 Certification of Compliance with Tax Laws. Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state. Contractor shall, throughout the duration of this Agreement and any Contract and any extensions thereof, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes: (i) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (iii) Any tax provisions imposed by a political subdivision of this state that applied to goods, services, or property, whether tangible or intangible, provided by Contractor; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Any failure to comply with the provisions of this subsection 1.7.11 constitutes a material breach of this Agreement and any Contract. Any failure to comply entitles ODFW or ODFW to terminate this Agreement or Contract, as applicable and to pursue and recover any and all damages that arise from the breach and the termination of this Agreement or Contract, and to pursue any or all of the remedies available under this Agreement or Contract, at law, or in equity, including but not limited to:

- Termination of this Agreement or Contract, as applicable, in whole or in part;
- Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State's or ODFW's setoff right, without penalty; and
- Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. ODFW or ODFW may recover any, and all damages suffered as the result of Contractor's breach of this Agreement or Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Goods and applications.

- 1.6.12 Recycled Products. ODFW' performance under this Agreement is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Agreement), 279B.230 and 279B.235 (if applicable to this Agreement), which are incorporated into this Agreement by reference. Contractor shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled plastic resin products and recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).
- 1.6.13 Records Archiving. Contractor shall retain, maintain, and keep accessible all records relevant to the this 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 Agreement. Such period shall be further extended until the conclusion of any audit, controversy or litigation commenced during such period and arising out of or related to this Agreement or any Contract. Financial Records must be kept in accordance with Generally Accepted Accounting Principles. During the record-retention period established in this Section, Contractor shall permit ODFW and its duly authorized representatives, and the federal government access to the Records at a reasonable time and place for purposes of examination and copying.
- 1.6.14 Performance Evaluations. ODFW may conduct evaluations of Contractor's performance during the term of this Agreement. ODFW will compile and maintain completed evaluations, which will become a written record of Contractor's performance. ODFW may also maintain as part of that written record information obtained from Contractor during an exit interview following Contract termination. ODFW may provide copies of any documents in the written record to the Contractor and third parties upon request. ODFW may use performance evaluations in any way it deems necessary, in its sole discretion, including but not limited to making responsibility determinations and decisions to award contracts.
- 1.6.15 Reporting. This Agreement and Contract(s) of ODFWs who are state agencies will be reported to the Oregon Department of Revenue. The Department of Revenue may take any and all actions permitted by law relative to the collection of taxes due to the State of Oregon or a political subdivision, including (i) garnishing the Contractor's compensation under this Agreement or Contract or (ii) exercising a right of setoff against Contractor's compensation under this Agreement or Contract for any amounts that may be due and unpaid to the State of Oregon or its political subdivisions for which the Department of Revenue collects debts.
- 1.6.16 Pay Equity Compliance. As required by ORS 279B.235, Contractor shall comply with ORS 652.220, as amended, and shall not unlawfully discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character, the performance of which requires comparable skills, or pay any employee at a rate less than another for comparable work, based on an employee's membership in a protected class.
- "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age. Contractor's compliance with this section constitutes a material element of this Price Agreement and a failure to comply constitutes a breach that entitles ODFW to terminate this Price Agreement for cause. Contractor may not prohibit any of Contractor's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Contractor may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

1.6.17 Survival. All rights and obligations cease upon termination or expiration of this Price Agreement, except for the rights and obligations and declarations which expressly or by their nature survive termination, including without limitation this Section 1.7.17, and provisions regarding warranties and liabilities, independent Contractor status and taxes and withholding, compensation, Contractor's representations and warranties, control of defense and settlement, remedies, dispute resolution, order of precedence, maintenance and access to records, notices, severability, successors and assigns, third party beneficiaries, waiver, headings, and integration.

## **Section 2 – Standard Terms for Contracts under this Agreement**

- 2.1 CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:** The Contract consists of the purchase order and the provisions in Sections 2 and 3. In the event of a conflict between the purchase order and provisions in Sections 2 and 3, the provisions in Sections 2 and 3 take precedence.
- 2.2 PAYMENT:** Contractor shall look solely to ODFW for payment of all amounts that may be due under this Contract. ODFW IS SOLELY RESPONSIBLE FOR PAYMENT UNDER THIS CONTRACT. Subject to ODFW's acceptance of goods, payment is due from ODFW within 45 calendar days after the date of the invoice.
- 2.3 OVERDUE CHARGES:** At Contractor's option, it may assess overdue account charges to ODFW up to a maximum rate of two-thirds of one percent per month (8% per annum).
- 2.4 PAYMENT ADDRESS:** Payments must be sent to the address specified in the Contractor's invoice.
- 2.5 INVOICES:** Contractor shall invoice ODFW only after delivery of all Goods ordered. Invoices shall be sent to the address provided by ODFW for that purpose. Contractor shall include all of the following in its invoice:
- 2.5.1 Price Agreement number.
  - 2.5.2 Purchase order number.
  - 2.5.3 Goods ordered.
  - 2.5.4 Date delivered.
  - 2.5.5 Volume or quantity of Goods delivered.
  - 2.5.6 The price per item of Goods.
  - 2.5.7 The total amount invoiced.
  - 2.5.8 The address to which payment is to be sent.
- 2.6 PRICES:** Contractor represents that all prices for Goods under this Contract are equal to or better than the prices listed in the Price Agreement.
- 2.7 CANCELLATION; INSPECTIONS AND ACCEPTANCE:** The ODFW may cancel an order in whole or in part before Goods described in the cancelled whole or part are delivered. The ODFW has fourteen (14) 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 ODFW shall provide Contractor with written notice

of rejection. Notice of rejection must 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 must also specify when an opportunity to cure the defect will be allowed by the ODFW and the time period in which such cure must be completed.

2.7.1 The ODFW may elect to have Contractor deliver substitute conforming Goods at no additional cost to the ODFW. In such an event, Contractor shall deliver substitute conforming Goods within ten (10) calendar days of receipt of notice of rejection.

2.7.2 If the Goods are rejected or acceptance is revoked, Contractor shall refund any Contract 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.

2.7.3 Nothing contained in Section 2.7 precludes ODFW from other remedies to which it may be entitled upon rejection or revocation of acceptance.

## **2.8 REPRESENTATIONS AND WARRANTIES:**

2.8.1 **OFFICER STATUS, INSURANCE:** Contractor represents and warrants that it is not an "officer," "employee," or "agent" of the ODFW, as those terms are used in ORS 30.265. Contractor represents and warrants that Contractor has obtained and will maintain during the term of this Contract all insurance required by the Price Agreement.

2.8.2 **WARRANTY ON MATERIALS, DESIGN AND MANUFACTURE:** Contractor represents and warrants that all Goods are new, unused, current production models, and are free from defects in materials, design and manufacture. Contractor shall supply and incorporate into Goods only materials and workmanship of first quality.

2.8.3 **RESERVED**

2.8.4 **WARRANTY OF TITLE:** Contractor represents and warrants that all Goods are free and clear of any liens or encumbrances, that Contractor has full legal title to the Goods, and that no other person or entity has any right, title or interest in the Goods which is superior to or infringes upon the rights granted to the ODFW under this Contract.

2.8.5 **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 Oregon Consumer and Business Services Department.

2.8.6 **MANUFACTURER WARRANTIES:** Contractor shall have all manufacturer warranties covering the Goods and component parts, if any, transferred to the ODFW, and provide warranty documents to the ODFW, at time of delivery at no charge.

2.8.7 **WARRANTIES CUMULATIVE:** The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided in this Contract. All warranties provided in this



Contract are cumulative, and are intended to afford the ODFW the broadest warranty protection available.

## 2.9 COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS:

- 2.9.1 Contractor shall comply with all federal, state and local laws, regulations, and ordinances applicable to this Contract as they may be adopted or amended from time to time.
- 2.9.2 **STATUTORY TERMS:** ODFW's performance under this Contract is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Contract), 279B.230 and 279B.235 (if applicable to this Contract), which are incorporated into this Contract by reference. Contractor shall, to the maximum extent economically feasible in the performance of this Contract, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled plastic resin products and recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).
- 2.9.3 **NONCOMPLIANT GOODS:** In the event of a conflict between the specifications in this Contract and applicable federal or State law, the law prevails. Contractor shall make any modifications required to achieve compliance with law. When Contractor is notified or becomes aware of any required modifications, Contractor shall immediately notify ODFW and ODFW.
- 2.9.4 **RECALLED GOODS OR COMPONENTS:** In the event any Goods or component parts are recalled by a regulatory body or the manufacturer, or discovered by Contractor not to be in compliance with the applicable specifications, Contractor shall immediately notify ODFW and the ODFW of the recall or non-compliance, and shall provide copies of the notice or other documentation. Upon notification, ODFW may elect to do any of the following:
- a) Cancel any portion of the ordering instrument.
  - b) Reject the Goods.
  - c) Revoke its acceptance of the Goods.
  - d) Require Contractor to complete necessary modifications, where applicable, in a timely manner, at no charge to the ODFW.
  - e) Terminate the Contract.

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 ODFW for any payments made.

- 2.10 **FOREIGN CONTRACTOR:** If the amount of the Contract 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 the Contract. ODFW may withhold final payment under the Contract until Contractor has met this requirement.
- 2.11 **MATERIAL SAFETY DATA SHEET:** Contractor shall provide the ODFW at time of delivery with a Material Safety Data Sheet (MSDS) as defined by the Occupational Safety and Health Administration (OSHA) for any Goods provided under the 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. Additionally, Contractor shall deliver EPA labels and MSDS information if available and as requested by ODFWs.

- 2.12 TIME IS OF THE ESSENCE:** Time is of the essence for performance of Contractor's performance obligations under this Contract.
- 2.13 FORCE MAJEURE:** Neither ODFW 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 Contract. ODFW may terminate this Contract upon written notice to Contractor after reasonably determining that such delay or default will likely prevent successful performance of the Contract.
- 2.14 WORKERS COMPENSATION INSURANCE:** All employers, including Contractor, that employ subject workers who work under the Contract 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.
- 2.15 FUNDS AVAILABLE AND AUTHORIZED; PAYMENTS:** If ODFW is an agency of the State of Oregon or another governmental body, payment obligations under this Contract are conditioned upon ODFW's receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODFW, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Contract. At the time the purchase order was issued, ODFW had sufficient funds available and authorized to make payments under this Contract.
- 2.16 INDEPENDENT CONTRACTOR STATUS; RESPONSIBILITY FOR TAXES AND WITHHOLDING:**
- 2.16.1 Contractor is an independent contractor. Although the ODFW reserves the right (i) to determine (and modify) the delivery schedule for the Goods and (ii) to evaluate the quality of completed performance, ODFW 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 obligations required by this Contract.
- 2.16.2 Contractor is responsible for all federal and state taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, ODFW 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 Contract, except as a self-employed individual.
- 2.17 INDEMNIFICATION:**
- 2.17.1 CONTRACTOR SHALL DEFEND, SAVE, HOLD HARMLESS, AND INDEMNIFY THE ODFW, THE STATE OF OREGON 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 APPEAL AND IN CONNECTION WITH ANY PETITION FOR REVIEW) (COLLECTIVELY, "CLAIM") WHICH MAY BE BROUGHT OR MADE AGAINST ANY ODFW, 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 CONTRACT, (II) ANY ACT OR OMISSION BY CONTRACTOR THAT CONSTITUTES A MATERIAL BREACH OF THIS CONTRACT, 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. ODFW OR STATE SHALL PROMPTLY NOTIFY CONTRACTOR IN WRITING OF ANY CLAIM OF WHICH ODFW 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 ODFW, OR (II) ODFW'S MODIFICATION OF GOODS WITHOUT CONTRACTOR'S APPROVAL AND IN A MANNER INCONSISTENT WITH THE PURPOSE AND PROPER USAGE OF SUCH GOODS.

2.17.2 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 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 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 THAT OF ITS OFFICERS, EMPLOYEES, OR AGENTS UNDER (I) AND (II) ABOVE.

## **2.18 BREACH:**

2.18.1 **BY CONTRACTOR:** Contractor breaches this Contract if:

- a) 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;
- b) Contractor no longer holds a license or certificate that is required for Contractor to perform Contractor's obligations under this Contract; or
- c) Contractor commits any breach of any covenant, representation, warranty, obligation or certification under this Contract, provided however that Contractor may cure the breach within the period specified in ODFW's notice of default when ODFW determines the breach is curable by Contractor within a time period that is acceptable to ODFW.

2.18.2 **BY ODFW:** ODFW breaches this Contract if:

- a) ODFW fails to pay Contractor any amount pursuant to the terms of this Contract, and ODFW fails to cure such failure within ten (10) business days after delivery of Contractor's notice or such longer period as Contractor may specify in such notice; or
- b) ODFW commits any breach of any covenant, warranty, or obligation under this Contract and such breach is not cured within ten (10) business days after delivery of Contractor's notice of breach or such longer period as Contractor may specify in such notice.

## 2.19 REMEDIES:

2.19.1 **ODFW'S REMEDIES:** If Contractor is in breach under Section 2.18.1, in addition to the remedies afforded elsewhere in this Contract, the ODFW may recover any and all damages suffered as the result of Contractor's breach, including but not limited to direct, indirect, incidental and consequential damages, as provided in ORS 72.7110 to 72.7170. ODFW may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, including, but not limited to:

- a) Termination of the Contract as provided in Section 2.20.1;
- b) Withholding all monies due for invoiced Goods that Contractor is obligated but has failed to deliver or perform within any scheduled completion dates or has performed inadequately or defectively;
- c) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief; and
- d) Exercise of its right of setoff, and withholding of monies otherwise due and owing in an amount equal to ODFW's setoff without penalty to ODFW.
- e) These remedies are cumulative to the extent the remedies are not inconsistent, and ODFW may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

2.19.2 **CONTRACTOR'S REMEDIES:** If ODFW terminates this Contract, or if ODFW is in breach under Section 2.18.2 and whether or not Contractor elects to exercise its right to terminate this Contract under Section 2.20.3, Contractor's sole remedy is a claim against ODFW for the unpaid purchase price for Goods delivered and accepted by ODFW, less any claim(s) which ODFW has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this Section, Contractor shall pay any excess to ODFW upon written demand.

## 2.20 TERMINATION:

2.20.1 **BY MUTUAL CONSENT:** This Contract may be terminated at any time by mutual written consent of ODFW and Contractor.

2.20.2 **RIGHTS OF ODFW.** ODFW may, at its sole discretion, terminate this Contract or other purchase order for convenience with thirty (30) days' written notice. ODFW may terminate this Contract immediately upon notice to Contractor, or at such later date as ODFW may establish in such notice, upon the occurrence of any of the following events: (a) ODFW fails to receive funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODFW, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Contract; (b) federal or state laws, regulations, or guidelines are modified or interpreted in such a way so as to prohibit either the purchase of the Goods by ODFW under this Contract or ODFW's payment for such Goods from the planned funding sources; or (c) Contractor is in breach of this Contract under Section 2.18.1. Upon receipt of written notice of termination, Contractor shall stop performance under this Contract if and as directed by ODFW.

2.20.3 **RIGHTS OF THE CONTRACTOR:** Contractor may terminate this Contract with a minimum ten (10) calendar day's written notice to ODFW, if ODFW is in breach of this Contract as described in Section 2.18.2.

2.21 **ACCESS TO RECORDS:** Contractor shall retain, maintain, and keep accessible all records relevant to this Contract (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 the Price Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to the Price Agreement, whichever date is later. Financial Records will also be kept in accordance with Generally Accepted Accounting Principles. During the record-retention period established in this Section, Contractor shall permit SPO, the ODFW, their duly authorized representatives, and the federal government access to the Records at a reasonable time and place for purposes of examination and copying.

2.22 **NOTICES:** Except as otherwise expressly provided in this Price Agreement, any communications between the parties, or notices to be given under this Price Agreement, are effective only if given in writing by personal delivery, email, or United States Postal Service, postage prepaid, to the party's authorized representative. For ODFW, the authorized representative and the address or number for notices or communications to be given to that authorized representative are as identified in the purchase order or as later indicated by ODFW pursuant to this Section. For Contractor, the authorized representative and the address or number for notices or communications to be given to that authorized representative are as identified in the Price Agreement or as later indicated by Contractor pursuant to this Section. Any communication or notice via the United States Postal Service is deemed given five (5) days after mailing. Any communication or notice by personal delivery is deemed given immediately upon such delivery. Any communication or notice by email is deemed given when the recipient, by an email sent to the email address for the sender or by a notice given by another method in accordance with this Section, acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this Section.

2.23 **ACKNOWLEDGEMENTS:** The parties acknowledge and agree that other than designation of order quantities, types of Goods, delivery destination, 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 are of any force or effect or are binding upon the parties.

2.24 **GOVERNING LAW:** This Price Agreement is governed by and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of laws.

2.25 **VENUE; CONSENT TO JURISDICTION:**

2.25.1 Any claim, action, suit or proceeding (collectively, "Claim") between an ODFW that is an agency of the State of Oregon 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.

- 2.26 SURVIVAL:** The following provisions survive termination or expiration of this Price Agreement: Sections 2.8, 2.9.1, 2.9.4, 2.17, 2.19, 2.21, 2.24, 2.25, 2.27 and Section 4 of Exhibit D (“TAIL” COVERAGE).
- 2.27 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.
- 2.28 ASSIGNMENTS, SUBCONTRACTS AND 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 ODFW. Further, no such written approval shall relieve Contractor of any obligations under the Price Agreement, and any assignee, transferee, or delegate shall be considered the agent of Contractor. The provisions of this Price Agreement are binding upon, and shall inure to the benefit of the parties and their respective successors and permitted assigns.
- 2.29 MERGER CLAUSE; AMENDMENT; WAIVER:** This Contract constitutes the entire agreement between Contractor and ODFW on the subject matter of this Contract. There are no understandings, agreements, or representations, oral or written, not specified in this Contract on the subject matter of this Contract. No amendment of this Contract is valid unless the amendment is in writing and signed by the parties. No waiver or consent is effective unless in writing and signed by the party against whom it is asserted. Waivers and consents are effective only in the specific instance and for the specific purpose given. The failure of the ODFW to enforce any provision of this Contract is not a waiver by ODFW of that or any other provision.
- 2.30 ASSIGNMENT OF ANTITRUST RIGHTS.** Contractor irrevocably assigns to the State Of Oregon any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of 15 U.S.C. § 1-15 or ORS 646.725 or ORS 646.730, in connection with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Price Agreement, including, at the State's option, the right to control any such litigation on such claim or relief or cause of action. Contractor shall require any subcontractors hired to perform any of Contractor's duties under this Agreement to irrevocably assign to the State of Oregon, as third party beneficiary, any right, title or interest that has accrued or which may accrue in the future by reason of any violation of 15 U.S.C. § 1-15 or ORS 646.725 or ORS 646.730, in connection with any goods or services provided to the subcontractor for the purpose of carrying out the subcontractor's obligations to the Contractor in pursuance of this Agreement, including, at the State's option, the right to control any such litigation on such claim or relief or cause of action.

### Section 3 – (RESERVED)

**Section 4 - Signature of Contractor's Duly Authorized Representative**

4.1 The undersigned represents:

- (a) He/she is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Agreement and to execute this Agreement on behalf of Contractor;
- (b) Contractor is bound by and will comply with all requirements, specifications, and terms contained in this Agreement;
- (c) Contractor will furnish the Goods in accordance with Contracts under this Agreement; and
- (d) Contractor shall furnish federal identification number or social security number under a separate document.
- (e) All Contractor affirmations contained in its bid or proposal related to this Agreement are true and correct.
- (f) Contractor has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 or against a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontracts, and that Contractor is not in violation of any nondiscrimination laws.

**CONTRACTOR**

Agreed:

Contractor's Name: *Reconyx Inc.*

Authorized Signature: 

Printed Name of Authorized Signature: *Justin Thiner*

Title of Authorized Signature: *Professional Products Manager*

Date: *9/3/2020*

**OREGON DEPARTMENT OF FISH AND WILDLIFE**

Authorized Signature: 

By (print name): Erica Kleiner

Title: Deputy Director for Administration

Date: 9/3/2020

Administrative Contact  
Kathy Blehm  
4034 Fairview Industrial Drive SE  
Salem OR 97302  
Telephone Number: (503) 947-6169  
Fax Number: (503) 947-6156  
Email Address: kathy.m.blehm@state.or.us

## EXHIBIT A GOODS

Contractor agrees to provide the following Camera as needed on a yearly basis for 3 years:

**Volume discounts structure:**

12-23 = 5%

24-47 = 10%


48-95 = 15%

96+ = 20%

Item	Item Description	Approx Qty over 3 years	Unit cost	Total Cost
1.	HyperFire2 Professional Covert IR Camera- Model HP2X	300 +/-	\$459.99 Each	
2.	Volume discount TBD			
<b>NTE Grand Total</b>				<b>\$145,000.00</b>



## EXHIBIT B – PURCHASE ORDER

	<b>STATE OF OREGON</b>			PO No.	PO Date:			
	<b>PURCHASE ORDER</b>			P				
Delivery Date:		FDD:	Fiscal Year		Page No.			
		Destination:			1 of 1			
Vendor/Contractor:		Phone: 800 472 4643		Agency Ship To Address:				
		Fax: 503 751 8749		Specific Site:				
		Street Address:						
		City/State/Zip:						
Contractor FCIN:		BILL TO: Oregon Department of Fish & Wildlife, Accounts Payable 4031 Fairview Industrial Drive SE, Salem, OR 97302						
ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE			
					\$ -			
					\$ -			
					\$ -			
					\$ -			
					\$ -			
					\$ -			
					\$ -			
					\$ -			
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					\$ -			
					\$ -			
SPECIAL INSTRUCTIONS:				Page 1 Sub-Total	\$ -			
				<a href="#">Continuation Page</a>				
				Sub Total	0.00			
				SPECIALS	0.00			
<small>THIS PURCHASE ORDER IS PLACED AGAINST STATE OF OREGON PRICE AGREEMENT # _____ THE TERMS AND CONDITIONS CONTAINED IN THE PRICE AGREEMENT (6) PARTICIPATING ADDENDUM APPLY TO THIS PURCHASE AND TAKE PRECEDENCE OVER ALL OTHERS INCLUDING THE TERMS AND CONDITIONS, DATES AND DELIVERIES.</small>				GRAND TOTAL	\$0.00			
ORDERED BY: (Print)		Phone #:		Date:				
Signature:								
APPROVED BY: (Print)		Phone #:		Date:				
Signature:								
AUTHORIZED AGENT:		Date:						
Signature:								
RECEIVED BY:		DATE RECEIVED:						
COST DISTRIBUTION (Page 1)								
ITEM #	DESCRIPTION	INDEX	PCA	OBJ. CODE	AMOUNT	GRANT	PH	PROJECT
1								
COST DISTRIBUTION TOTALS								
PAGE 1 Sub Total		CONTINUATION PAGE Sub-Total			COST DIST. GRAND TOTAL			
\$0.00		\$0.00			\$0.00			

## Exhibit C

### Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

Without limiting the general requirement of Section 11 (Compliance with Applicable Laws) of the Purchase Order, Contractor is responsible to comply with the following federal laws, executive orders and regulations, as applicable. Contractor is responsible to comply with the following federal laws, executive orders and regulations, as applicable. All subcontracts or lower-tier contracts entered into by Contractor shall contain the following provisions, requiring the lower-tier contractor to comply with such provisions, to the extent such lower-tier agreements are allowed by ODFW:

#### Appendix II to Part 200

- A. **Simplified Acquisition Threshold.** Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- B. **Termination for Cause and Convenience.** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- C. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- D. **Davis-Bacon Act,** as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145, as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- E. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333).** Contractor must include a provision for compliance with 40 U.S.C. 3702 and 3704 for contracts in excess of \$100,000 that involve the employment of mechanics or laborers, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- F. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- G. **Clean Air Act (42 U.S.C. 7401- 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387),** as amended—Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- H. **Debarment and Suspension (Executive Orders 12549 and 12689)**—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- I. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- J. **See §200.322 Procurement of recovered materials.** Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**Other Provisions Required by Federal Agency - USFWS:**

- A. [41 USC §4712](#) Enhancement of Recipient and Subrecipient Employee Whistleblower Protection:
- (a) This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 USC 4712.
  - (b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC 4712.
  - (c) The recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award.
- B. [41 USC §6306](#) Prohibition on Members of Congress Making Contracts with Federal Government: No member of or delegate to Congress or Resident Commissioner shall be admitted to any share of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit.
- C. [Executive Order 13513](#), Federal Leadership on Reducing Text Messaging while Driving: Contractors are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the Order.