



CITY OF TIGARD, OREGON  
PURCHASE AGREEMENT FOR  
TIGARD – TASER: TASER ASSURANCE PROGRAM

THIS AGREEMENT made and entered into this 13th of October, 2015 by and between the City of Tigard, a municipal corporation of the State of Oregon, hereinafter called City, and TASER International, hereinafter called Seller, collectively hereinafter called the “Parties.”

**RECITALS**

WHEREAS, Seller has submitted a bid or proposal to City for the sale of certain goods; and

WHEREAS, Seller is in the business of selling certain goods and is aware of the purposes for which City will use the goods; and

WHEREAS, City and Seller wish to enter into a contract under which City shall purchase the goods described in Seller’s bid or proposal;

THEREFORE, The Parties agree as follows:

1. GOODS TO BE PROVIDED

City shall purchase 60 Class III X2 Conducted Electrical Weapons and associated cartridges, battery packs and holsters as outlined in the attached quote through the TASER Assurance Program from Seller in accordance with:

- A. The specifications (including any addenda) attached hereto as Exhibit A and incorporated herein by this reference;
- B. The Seller’s proposal dated August 10, 2015, which was accepted by the Contract Review Board attached hereto as Exhibit B and incorporated by this reference; and
- C. The City’s Standard Terms and Conditions attached hereto as Exhibit C and incorporated by this reference.

2. EFFECTIVE DATE AND DURATION

This Agreement shall become effective upon the date of execution by the City’s Local Contract Review Board and shall expire, unless otherwise terminated or extended, on October 13, 2020 whichever comes first. All goods under this Agreement shall be delivered and completed prior to the expiration of this Agreement.

3. COMPENSATION

- A. City hereby agrees to pay Seller Eighty-two thousand two hundred sixty four and no cents (\$82,264.00) for the goods, including shipping and handling. The total purchase price shall be considered payment for all Sellers’ obligations described in this agreement. Seller shall invoice City the purchase price upon the delivery of the goods. City shall have thirty (30) days after receipt of invoice in which to make payment. Seller shall be responsible for the payment of all taxes associated with the sale of the goods. City is exempt from the payment of Federal Excise Tax.
- B. Seller shall promptly advise City of all reasonably available technological advances that are known or become known to Seller while this agreement is in effect which may result in the goods having added value, capacity, or usefulness when used for City’s purpose. If Seller intends to provide goods incorporating technological advances and still meeting the

specifications and the City's needs at no additional charge, Seller shall provide City with 30 days' notice of the proposed change. The City may require that only goods not incorporating the changes be supplied by providing written notice to seller within 5 days of receiving the notice of the proposed change. Any other changes incorporating technological advances shall only be approved as an amendment to this agreement.

- C. The City certifies that sufficient funds are available and authorized for expenditure to finance costs of this contract during the City's FY 2015-16 fiscal year. Funding for future fiscal years shall be subject to the adoption of the budget by the Tigard City Council.

4. DELIVERY

Seller shall deliver the goods no later than 30 days after receipt of City's purchase order, with the exception of any back-ordered items, together with an executed copy of this Agreement. Seller agrees to provide goods as specified in Exhibit A.

Within 30 days following delivery, City shall inspect the goods and shall notify Seller immediately of any damaged items. No language contained in a purchase order, work order, or delivery order shall vary, amend, modify, or add terms or conditions to this Agreement under which the order is placed.

5. INSTALLATION

Unless the Specifications (Exhibit A) or the proposal (Exhibit B) require installation by Seller, the City shall install the goods purchased under this agreement. Any installation by Seller shall be in accordance with the provision of this agreement, including all Exhibits.

6. TESTING AND ACCEPTANCE

Seller shall test the goods prior to delivery. Seller's tests shall determine whether the goods meet Seller's specifications and are fit for the purpose intended. Acceptance or rejection of the goods purchased shall occur 10 days after delivery and inspection by Buyer. Failure to inspect and accept or reject goods shall neither relieve Seller from responsibility for such goods, which do not meet the requirements in this Agreement nor impose liability on Buyer.

7. RISK OF LOSS

Risk of loss to goods in shipment (including damage, destruction, theft, or loss) shall be borne by the Seller. Risk of loss shall not pass to Buyer until the goods are delivered to and checked in at the location specified by Buyer.

8. ASSIGNMENT/DELEGATION

Neither party shall assign or transfer any interest in or duty under this Agreement without the written consent of the other and any attempted assignment or transfer without the written consent of the other party shall be invalid.

9. SUBMITTING BILLS AND MAKING PAYMENTS

All notices and bills shall be made in writing and may be given by personal delivery, mail or fax. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices, bills, payments, and other information:

CONTRACT MANAGER FOR CITY	TASER INTERNATIONAL
Attn: Lt. David Frisendahl	Attn: Legal Department
Address: 13125 SW Hall Blvd. Tigard, Oregon 97223	Address: 17800 N 85th Street Scottsdale, Arizona 85255
Phone: (503) 718-2567	Phone: (800) 978-2737
Fax:	Fax:
Email Address: David.Frisendahl@tigard-or.gov	EmailAddress: contracts@taser.com

10. TERMINATION

City has the right, in its sole discretion, to terminate without cause or for no cause, to termination this Agreement at any time by giving notice to Seller. If City terminates the contract pursuant to this section, it shall pay Seller for goods shipped by Seller prior to receipt by Seller of the notice of termination. City may deduct the amount of damages, if any, sustained by City due to any breach of contract or warranty by Seller. Damages for breach of contract or warranty shall be those allowed by Oregon law, reasonable and necessary attorney fees, witness fees (expert and non-expert), and other costs of litigation at trial and on appeal.

11. ACCESS TO RECORDS

City shall have access to such books, documents, papers and records of Seller as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

12. FORCE MAJEURE

Neither City nor Seller shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disenabled, including but not restricted to, natural disaster, war, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subseller or supplies due to such cause; provided that the parties so disenabled shall within ten (10) days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

13. NON-DISCRIMINATION

Seller agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statues, rules, and regulations. Seller also shall comply with the Americans with Disabilities Act of 1990, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

14. WARRANTY AGAINST DEFECTS

Seller warrants that the goods shall remain free of defects in material and workmanship for a period of one (1) year commencing the date of City's acceptance. Such defects shall include any failure of the goods to meet Seller's specifications or the description contained in Seller's product literature. If within the warranty period City discovers such a defect, Seller shall repair or replace the defective item or component free of charge. If after three attempts Seller is unable to eliminate a defect, or if Seller does not commence the warranty work within the time allowed in this paragraph, City shall have the right to return the defective item or component and, at City's option, either obtain a full refund of the purchase price of the goods or obtain a refund, in an amount to be agreed upon by the parties, of the portion of the purchase price of the goods that is allocable to the defective item or component. Seller shall commence all warranty work within 48 hours of receiving notice of the warranty claim. All

warranty work shall be performed at City's facilities unless otherwise agreed by the parties. If warranty work is performed at Seller's facilities, Seller shall pay all shipping costs, including the cost of return shipment. This warranty shall apply to all repair parts furnished by Seller and all repairs performed by Seller.

15. INTELLECTUAL PROPERTY WARRANTY

Seller warrants that none of the goods, the use thereof or any of the applications, processes or designs employed in the manufacture thereof infringes the valid claims of any letter patent, patent application, copyright, trade secret or any other property right of any third party. If as a result of any suit or proceeding alleging an infringement of any of the foregoing property rights City's use of the equipment is enjoined, Seller shall at no cost to City either obtain for City a license to use the goods or modify the goods so as to avoid the infringement without any degradation in performance. If Seller cannot obtain such a license and cannot so modify the equipment, Seller shall promptly refund to City the purchase price, less a reasonable amount for depreciation.

16. ASSIGNMENT OF MANUFACTURER'S WARRANTIES

Seller hereby assigns all warranties of the manufacturers of components of the goods to City to the extent such warranties are assignable. In the event Seller must obtain the consent of the manufacturer or take other action before any such warranties are assignable, Seller shall do so prior to delivery.

17. INDEMNITY/HOLD HARMLESS

Seller shall defend, indemnify and hold harmless City, City's officers, employees, agents and representatives from and against all liability, claims, demands, judgments, penalties, and causes of action of any kind or character, or other reasonable costs or expenses incidental to the investigation and defense thereof, of whatever nature, resulting from or arising out of the tortious acts or omissions, willful misconduct, or product defects of the Seller or its subsellers, agents, or employees under this contract, except, however, that the foregoing shall not apply to liability that arises out of City's negligence.

18. INSURANCE

Contractor and its subcontractors shall maintain insurance acceptable to City in full force and effect throughout the term of this contract. Such insurance shall cover all risks arising directly or indirectly out of Contractor's activities or work hereunder, including the operations of its subcontractors of any tier.

The policy or policies of insurance maintained by the Contractor and its subcontractor shall provide at least the following limits and coverages:

A. Commercial General Liability Insurance: If Seller will be installing or testing the goods, or otherwise performing services on City's premises, Seller shall provide a certificate indicating that Seller has commercial general liability insurance covering Bodily Injury and Property Damage on an "occurrence" form (CG 2010 1185 or equivalent). This coverage shall include Contractual Liability insurance. Coverage will include \$2,000,000 per occurrence and \$3,000,000 general annual aggregate. Said insurance shall name City as an additional insured and shall require written notice to City thirty (30) days prior to cancellation. If Seller hires a subseller to perform services on City's premises, Seller shall ensure that Seller's subseller complies with this paragraph.

B. Business Automobile Liability Insurance: If Seller will be delivering the goods, Seller shall provide City a certificate indicating that Seller has business automobile liability coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$2,000,000. Said insurance shall name City as an additional insured and shall

require written notice to City thirty (30) days in advance of cancellation. If Seller hires a carrier to make delivery, Seller shall ensure that said carrier complies with this paragraph.

- C. Workers' Compensation Insurance: The Seller, its subsellers, if any, and all employers providing work, labor or materials under this Contract that are either subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers or employers that are exempt under ORS 656.126. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Sellers who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than \$500,000 each accident.
- D. Certificates of Insurance: As evidence of the insurance coverage required by the contract, the Seller shall furnish a Certificate of Insurance to the City. No contract shall be effected until the required certificates have been received and approved by the City. The certificate will specify and document all provisions within this contract.

20. ATTORNEY'S FEES

In case suit or action is instituted to enforce the provisions of this contract, the parties agree that the losing party shall pay such sum as the court may adjudge reasonable attorney fees and court costs, including witness fees (expert and non-expert), attorney's fees and court costs on appeal.

21. COMPLIANCE WITH STATE AND FEDERAL LAWS/RULES

Seller shall comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, the requirements concerning working hours, overtime, medical care, workers compensation insurance, health care payments, payments to employees and subsellers and income tax withholding contained in ORS Chapter 279, the provisions of which are hereby made a part of this agreement.

22. CONFLICT BETWEEN TERMS

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument in the proposal of the contract, this instrument shall control and nothing herein shall be considered as an acceptance of the terms of proposal conflicting herewith.

23. SEVERABILITY

In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the parties when they entered into the agreement.

24. COMPLETE AGREEMENT

This Agreement, including the exhibits, is intended both as a final expression of the Agreement between the parties and as a complete and exclusive statement of the terms. In the event of an inconsistency between a provision in the main body of the Agreement and a provision in the Exhibit, the provision in the main body of the Agreement shall control. In the event of an inconsistency between Exhibit A and any other exhibit, Exhibit A shall control. In the event of an inconsistency between Exhibit C and Exhibit B, Exhibit B shall control. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent,

modification, or change if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Seller, by the signature of its authorized representative, hereby acknowledges that Seller has read this Agreement, understands it and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, City has caused this Agreement to be executed by its duly authorized undersigned officer and Seller has executed this Agreement on the date hereinabove first written. Approved by Tigard's Local Contract Review Board at their October 13, 2015 business meeting.

CITY OF TIGARD

TASER INTERNATIONAL

\_\_\_\_\_  
By: Authorized City Representative

\_\_\_\_\_  
By: Authorized Contractor Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT A**  
**GOODS TO BE PROVIDED**

Summary outlined in the table below:

Quote: Q-30639-2								
Taser Assurance Plan								
Purchase			2015	2016	2017	2018	2019	Total Contract
2015: Contract	Qty	Unit Price	YEAR 1	Year 2	Year 3	Year 4	Year 5	Value
X2 CEW	60	\$1,029.95	\$61,797.00					\$61,797.00
X2 CEW (spares)	2	\$0.00	\$0.00					\$0.00
TPPM battery pack	76	\$54.50	\$4,142.00					\$4,142.00
TPPM battery pack (extra)	2	\$0.00	\$0.00					\$0.00
Dataport download kit	2	\$0.00	\$0.00					\$0.00
Holsters (48 R/12 L)	60	\$65.85	\$3,951.00					\$3,951.00
25' Smart Cartridges	150	\$31.50	\$4,725.00					\$4,725.00
25' Inert Simulation Cartridges	20	\$43.00	\$860.00					\$860.00
Training cartridges, 25'	200	\$30.60	\$6,120.00					\$6,120.00
Taser Assurance Plan CEW	60	\$211.15	\$12,669.00	\$12,669.00	\$12,669.00	\$12,669.00	\$12,669.00	\$63,345.00
Taser Assurance Plan DISCOUNT	0	\$0.00	(\$12,000.00)					(\$12,000.00)
Taser Assurance Plan CEW	2	\$0.00	\$0.00					\$0.00
Estimated shipping & Handling			\$220.15					\$220.15
Net 30 + tax/shipping			\$82,484.15	12,669.00	12,669.00	12,669.00	12,669.00	\$133,160.15

Detailed description of items as per the attached quote Q-30639-2 dated August 10, 2015.

EXHIBIT B

SELLER'S PROPOSAL

Please see attached quote Q-30639-2 Dated August 10, 2015

EXHIBIT C  
CITY OF TIGARD, OREGON

GENERAL TERMS & CONDITIONS FOR THE PURCHASE OF SUPPLIES AND/OR SERVICES

1. **DEFINITIONS:** 'Contract' shall mean the entire written agreement between the Parties, including but not limited to any Invitation to Bid, Request for Proposal, or submitted quote and its specifications, terms, conditions, solicitation instructions, addenda, contract amendments, price agreement documents, and purchase order.

'Contractor' shall mean a person or organization with which the City of Tigard has contracted for the purchase of goods or services. The terms 'Contractor' and 'Seller' are synonymous as used in the Uniform Commercial code (Oregon Revised Statute (ORS) chapter 72).

'City' means the City of Tigard, Oregon and is synonymous with 'Buyer' as used in ORS chapter 12. 'City' shall also mean an Oregon Cooperative Procurement Program (ORCPP) member if the purchase is being made under the State's cooperative purchasing program as authorized by ORS 279A and Tigard's Public Contracting Rules.

'Parties' shall collectively mean the 'City' and the 'Contractor'.

2. **ACCEPTANCE OF CONTRACT:** This Contract is the City's offer to purchase the goods and/or services described herein from the Contractor. The City's placement of this Contract is expressly conditioned upon Contractor's acceptance of all the terms and conditions of purchase contained on or attached to this Contract.
3. **WORKERS' COMPENSATION:** The Contractor, its subcontractors, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide Oregon Workers' Compensation coverage that satisfies Oregon law for all their subject workers. Contractor shall also comply with ORS 279B.230 regarding payment for medical care.
4. **STANDARD AND SPECIAL TERMS AND CONDITIONS:** The terms and conditions printed on this page are standard to City contracts for the purchase of goods or trade services. There may also be special terms and conditions detailed in an Invitation to Bid, Request for Proposals, Quote Request, or other documents which may apply to this contract, and which are incorporated by this reference herein.
5. **DELIVERY:** All deliveries shall be F.O.B. destination with all transportation and handling charges paid by Contractor unless specified otherwise in the Contract. Responsibility and liability for loss or damage shall remain with Contractor until final inspection and acceptance when responsibility shall pass to the City except as to latent defects, fraud, and Contractor's warranty obligations.
6. **INSPECTIONS:** Goods furnished under this Contract shall be subject to inspection and test by the City at times and place determined by the City. If the City finds goods furnished to be incomplete or not in compliance with solicitation specifications, the City may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price, whichever is equitable under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by the City, the City may reject the goods and cancel the contract in whole or in part. Nothing in this paragraph shall in any way affect or limit the City's rights as Buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.
7. **WARRANTIES:** Unless otherwise stated, all goods shall be new and current model and shall carry full manufacturer warranties. Contractor warrants all goods delivered to be free from defects in labor, material and manufacture and to be in compliance with solicitation specifications. All implied and expressed warranty provisions of the Uniform Commercial Code (ORS chapter 72) are incorporated in this contract. All warranties shall run to the City. Contractor warrants that the material and/or equipment furnished do not infringe any patent registered trademark or copyright, and agrees to save, hold harmless, and indemnify the City in the event of any claim of infringement.
8. **CASH DISCOUNT:** If the City is entitled to a cash discount, the period of computation shall commence on the date the entire order is delivered or the date the invoice is received, whichever is later.
9. **PAYMENT:** Payment for completion of City contracts is typically made within 30 days following the date the entire order is delivered or the date the invoice is received, whichever is later.
10. **TERMINATION:** This Contract may be terminated by mutual consent of both parties or by the City at its sole discretion. The City may cancel an order for goods at any time with written notice to Contractor, stating the extent and effective date of termination. Upon receipt of this written notice, Contractor shall stop performance under this Contract as directed by the City. If this Contract is so terminated, Contractor shall be paid in accordance with the terms of the Contract for goods

delivered and accepted if Contractor's damages arising out of return of the goods cannot be mitigated by the resale as provided in the Uniform Commercial Code (ORS 72.7060).

11. **FORCE MAJEURE:** Neither City nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God and/or war, which is beyond the Party's reasonable control. The City may terminate this contract upon written notice after determining such delay or default will reasonably prevent successful performance of this Contract.
12. **BREACH OF CONTRACT:** Should Contractor breach any of the provisions of this Contract, the City reserves the right to cancel this Contract upon written notice to Contractor. Contractor shall be liable for any and all damages suffered by the City as the result of Contractor's breach of Contract including but not limited to incidental and consequential damages, as provided in ORS 72.7110 to 72.7170. In the event of repeated breach of public and/or private contracts, Contractor shall be subject to disqualification for City contracts, as provided in ORS chapter 279B and Tigard's Public Contracting Rules.
13. **INDEMNIFICATION:** Contractor agrees to defend, indemnify, and hold harmless City, City's officers, employees, agents, and representatives from and against all liability, claims, demands, judgments, penalties, and causes of action of any kind or character, or other reasonable costs or expensed incidental to the investigation and defense thereof, of whatever nature, resulting from or arising out of the tortious acts or omissions, willful misconduct, or product defects of the Contractor or its subcontractors, agents, or employees under this Contract, except, however, that the foregoing shall not apply to liability that arises out of City's negligence.
14. **ACCESS TO RECORDS:** Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles and shall maintain any other records relating to this Contract in such a manner as to clearly document Contractor's performance hereunder. The City and its 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 Contract, to perform examination, and audits and make excerpts and transcripts.
15. **AMENDMENTS:** The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the City.
16. **SEVERABILITY:** Nothing contained herein shall be construed to require the commission of any act contrary to law, and wherever there is any conflict between the provisions contained herein and any present or future statute, law, ordinance or regulation contrary to which to the parties have no legal right to contract, the latter shall prevail. The provision of this Contract, which is affected, shall be curtailed and limited only to the extent necessary to bring it within the requirement of the law.
17. **WAIVER:** Failure of the City to enforce any provision of this Contract shall not be a waiver or relinquishment by the City of its right to such performance in the future nor of the right to enforce any other provisions of this Contract.
18. **GOVERNING LAW; JURISDICTION, VENUE:** This Contract shall be governed and construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflict of laws, rules, or doctrines. Any claim, action, suit, or proceeding (collectively, "the Claim") between the City and the Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Washington County for the State of Oregon. Provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the Portland office of the United States District Court for the District of Oregon. Contractor hereby consents to the in personam jurisdiction of said courts.
19. **ASSIGNMENT/SUBCONTRACT/SUCCESSORS:** The Contractor shall not assign or subcontract any of its rights or obligations hereunder without the prior written approval of the City. Any unapproved assignment shall be void. Contractor shall be fully responsible for the acts or omissions of any subcontractors and all persons employed by them, and neither the approval by City of any subcontract nor anything contained herein shall be deemed to create any contractual relation between the subcontractor and the City. The provisions of this Contract shall be binding upon, and shall inure to the benefit of, the Parties to the Contract and their respective successors and assigns.
20. **COMPLIANCE WITH APPLICABLE LAWS:** Contractor shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to the provision of goods under this contract, including, without limitation, the provisions of ORS 279C.505, 279C.515, and 279B.235, as set forth below and the provisions of: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 (Pub L No 101- 336). ORS 659.425, and all amendments of and regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
21. **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.

22. CITY PAYMENT OF CONTRACTOR CLAIMS: If Contractor fails, neglects, or refuses to pay promptly as due, any claim for labor or services furnished to the Contractor or any subcontractor by any person in connection with the goods provided under this Contract, the City may pay such claim and charge the amount of the payment against funds due or to become due the Contractor under this Contract. The payment of a claim by the City pursuant to paragraph 21 shall not relieve the Contractor or its surety, if any, from obligation with respect to any unpaid claims.
23. HOURS OF LABOR: No person shall be employed by the Contractor for more than ten hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where public policy absolutely requires it, and in such cases the laborer shall be paid at least time-and-a-half pay for all overtime in excess of ten hours a day and for work performed on Saturday and on the legal holidays, including each Sunday, as specified in ORS 279B.020 and 279C.540.
24. SAFETY AND HEALTH REQUIREMENTS: Goods and services provided under this Contract shall 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.
25. AWARD TO FOREIGN CONTRACTOR: If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this contract. The City shall withhold final payment under this contract until Contractor has met this requirement.
26. RECYCLABLE PRODUCTS: Contractor shall use recyclable products to the maximum extent economically feasible in the performance of this Contract. Contractor shall specify the minimum percentage of recycled product in the goods provided.
27. MATERIAL SAFETY DATA SHEET (MSDS): In accordance with the OR-OSHA Hazard Communication Rules in OAR chapter 437, Contractor shall provide the City with a Material Safety Data Sheet for any goods provided under this Contract which may release, or otherwise result in exposure to, a hazardous chemical under normal conditions of use (OAR 437-002-0360). In addition, Contractor must label, tag or mark such goods.
28. LICENSE/CERTIFICATION: The Contractor shall have a business license from the City and be EEO certified, if required under City Code.