

May 29, 2013

OREGON DEPARTMENT OF TRANSPORTATION

# REQUEST FOR FAX BIDS



**Bid No.:** PR19175 **Close Date:** 6/04/2013 **Time:** 3:30pm PDT

**Description:** PTV VISTRO NETWORK LIC & MAINT

**Buyer:** sharon.l.fleming@odot.state.or.us **Phone:** 503-986-4331 **Fax:** 503-986-4072

ITEM NO.	ITEM DESCRIPTION	EST. QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	DELIVERY TIME
1	PTV Vistro Network Lic w/ 1yr Maint	1	EA			DELIVER by 6/28/13 or will be refused
2	PTV Vistro Network Lic w/ 1yr Maint	1	EA			DELIVER by 6/28/13 or will be refused
2	PTV Vistro Network Lic w/ 1yr Maint	1	EA			DELIVER by 6/28/13 or will be refused
	PTV Vistro Network Lic Maint 1.5 yr	1.5 yr 1 License Co-term	EA			DELIVER by 6/28/13 or will be refused
2	S&H if Applicable					
	REBATE AMOUNT (if any)				- \$	
<b>TOTAL BID</b>						

**Description of Need:** Agency anticipates awarding this ITB on approximately 06/5/13 and anticipates issuing the awarded Vendor a Purchase Order on 06/05/13.

**Additional Information:** Bidder shall provide information regarding any manufacturer's rebates currently being offered. Bidder shall certify that acceptance of bidder's offer will not disqualify ODOT from eligibility of manufacturer's rebate offer. Bidder must indicate whether the Bidder will pursue the rebate or Agency must pursue the rebate. (see page 2 of Fax Bid)

**METHOD OF AWARD:** Award shall be made to the lowest responsive and responsible bidder for the total of the items selected for award. The State reserves the right to make multiple awards from one solicitation. Award shall be made to one bidder and one bidder only per line item. The State reserves the right to withdraw any item(s) from award consideration.

**DELIVERY REQUIREMENTS:** Shipment needs to be received 10 days after Purchase Order is received. Bids that can't deliver by timeline may be rejected.

## SIGNATURE OF BIDDER'S DULY AUTHORIZED REPRESENTATIVE

THIS BID MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF THE BIDDER; AND ALTERATIONS OR ERASURES TO THE BID MUST BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

The undersigned acknowledges, attests and certifies individually and on behalf of the Bidder that:

(1) He/she is a duly authorized representative of the Bidder, has been authorized by Bidder to make all representations, attestation, and certifications contained in this bid/proposal document and all addenda, if any, issued, and to execute this bid/proposal document on behalf of Bidder;

(2) Bidder, acting through its authorized representatives, has read and understands all bid/proposal instructions, specifications, and terms and conditions contained in this bid/proposal document (including all listed attachments and addenda, if any, issued);

(3) Bidder certifies that this bid/proposal has been arrived at independently and has been submitted without any collusion designed to limit independent bidding or competition.

(5) Bidder will furnish the designated item(s) and/or service(s) in accordance with the bid/proposal specifications and requirements, and will comply in all respects with the terms of the resulting contract upon award.

(4) Bidder is bound by and will comply with all requirements, specifications, and terms and conditions contained in this bid/proposal document (including all listed attachments and addenda, if any, issued);

(6) BIDDER WILL PROVIDE/FURNISH FEDERAL EMPLOYEE IDENTIFICATIONS NUMBER OR SOCIAL SECURITY NUMBER WITH BID/PROPOSAL SUBMISSION.

I hereby acknowledge having received and duly considered the following addenda to the specification and the following revision or additions to the plans: Addenda No \_\_\_\_\_ to No. \_\_\_\_\_ inclusive.

**Bidder (COMPANY) Name:** \_\_\_\_\_

**Bidder Address:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**FEIN ID# or SSN# (required):** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

FAXED BIDS will be received by the Oregon Department of Transportation, IS Purchasing, 355 Capitol St NE MS34, Salem, Oregon 97301 until the close date and time noted above at 503-986-4001. Bids received after the time fixed for bid closing will-not be considered.

**Manufacturer's Rebate**

**Bidder must check one box:**

**REBATE NOT APPLICABLE**

**BIDDER WILL PURSUE REBATE**  **AGENCY MUST PURSUE REBATE**

**REBATE AMOUNT \$** \_\_\_\_\_

**Rebate information (Must include all terms and conditions, web address of rebate (if applicable), contact information for rebate:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Certification that bid will not disqualify Oregon Department of Transportation from rebate(s).**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

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<b><i>The following pages shall be completed and returned with the bid response:</i></b>		
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## RESIDENCY INFORMATION

ORS 279A.120(2)(b) states "In determining the lowest responsible bidder, a public contracting agency shall, for the purpose of awarding the contract, add a percentage increase on the bid of a nonresident bidder equal to the percent, if any, of the preference given to that bidder in the state in which the bidder resides."

"Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder" [ORS 279B.110(2)].

"Non-resident bidder" means a bidder who is not a "resident bidder" as defined above [ORS 279A.120(a)].

- a. Check one: Bidder is a  resident bidder  non-resident bidder.
- b. If resident bidder, enter your Oregon business address: \_\_\_\_\_
- c. If a non-resident bidder, enter state of residency: \_\_\_\_\_
- d. If a non-resident bidder, do you or your firm receive, or are you or your firm eligible for, any preference in award of contracts with your state's government or with other governmental bodies in your state?

CHECK ONE:  YES  NO

If yes, state the preference percentage: \_\_\_\_\_%

If yes, but not a percentage of bid price, describe the preference:

If yes, state the law or regulation that allows the preference described (legal citation):

## CERTIFICATION OF COMPLIANCE WITH TAX LAWS

By my signature on this ITB, I, hereby attest or affirm under penalty of perjury:

That I am authorized to act on behalf of the Contractor in this matter, that I have authority and knowledge regarding the payment of taxes, and that Contractor is, to the best of my knowledge, not in violation of any Oregon Tax Laws.

For purposes of this certificate, 'Oregon Tax Laws' means those programs listed in ORS 305.380(4) which is incorporated herein by this reference. Examples include the state inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Lane Transit District Employer Payroll Tax, Tri-County Metropolitan Transit District of Oregon "Tri-Met" Employer Payroll Tax, and Tri-Met Self-Employment Tax).

### RESPONSIBILITY

The State reserves the right, pursuant to OAR 125-247-0640(F), to investigate and evaluate, at any time prior to award and execution of the contract, the lowest responsible bidder's/apparent successful proposer's financial responsibility to perform the contract. Submission of a signed bid/proposal shall constitute approval for the State to obtain any credit report information the state deems necessary to conduct the evaluation. The State shall notify the lowest responsible bidder/apparent successful proposer, in writing, of any other documentation required, which may include, but need not be limited to, recent profit-and-loss history; current balance statements; assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims; availability of short and long-term financing; bonding capacity and credit information, etc. Failure to promptly provide this information shall result in bid/proposal rejection.

The State may postpone the award or execution of the contract after announcement of the lowest responsible bidder/apparent successful proposer in order to complete its investigation and evaluation. Failure of the lowest bidder/apparent successful proposer to demonstrate financial responsibility, as required under OAR 125-247-0640(F), shall render the bidder/proposer nonresponsible and shall constitute grounds for bid/proposal rejection, as required under OAR 125-247-0640.

### RECYCLED PRODUCTS CERTIFICATION

Vendors shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set in this document.

OR 279A.010(gg) states: "Recycled product" means all materials, goods and supplies, not less than 50 percent of the total weight of which consists of secondary and post-consumer waste with not less than 10 percent of total weight consisting of post-consumer waste. "Recycled product" also includes any product that could have been disposed of as solid waste, having completed its life cycle as a consumer item, but otherwise is refurbished for reuse without substantial alteration of the products form."

ORS 279A.010(s): "'Post consumer waste' means a finished material which would normally be disposed of as solid waste, having completed its life cycle as a consumer item. 'Post-consumer waste' does not include manufacturing waste."

ORS 279A.010(hh): "'Secondary waste materials' means fragments of products or finished products of a manufacturing process which has converted a virgin resource into a commodity of real economic value, and includes post-consumer waste, but does not include excess virgin resources of the manufacturing process. For paper, 'secondary waste materials' does not include fibrous waste generated during the manufacturing process such as fibers recovered from waste water or trimmings of paper machine rolls, mill broke, wood slabs, chips, sawdust or other wood residue from a manufacturing process."

ORS 279A.010(ff) states: "'Recycled PETE product' means a product containing post-consumer polyethylene terephthalate material."

I, the undersigned duly authorized representative of the bidder (proposer), hereby certify that the products, if any, offered in this bid (proposal) contain the following minimum percentages:

- a) \_\_\_\_\_% (recycled product as defined in ORS 279A.010(gg));
- b) \_\_\_\_\_% (post consumer waste as defined in ORS 279A.010(hh));
- c) \_\_\_\_\_% (secondary waste materials as defined in ORS 279A.010(hh));
- d) \_\_\_\_\_% (recycled PETE product as defined in ORS 279A.010(ff));

Product Name: \_\_\_\_\_

Bid Item No.: \_\_\_\_\_

It is the bidder's responsibility to provide additional signed copies of the Certification of Compliance for each item which contains a different percentage of recycled materials than listed above.

## INSTRUCTIONS TO BIDDERS:

All bids are subject to the provisions and requirements of the Oregon Revised Statutes, the Attorney General's Model Public Contract Rules and the Administrative Rules of the Department of Administrative Services.

### BID FORMAT--FAXED OR EMAIL BIDS:

#### **Faxed or Email bids will be allowed, per the following;**

- A) Definition: A Facsimile or Email Bid, as used in this solicitation, means a Bid, modification of a Bid or withdrawal of a Bid that is transmitted to and received by ODOT via a facsimile machine or email.
- B) Timely Submission: Bidders may submit Facsimile or email Bids in response to this solicitation. The entire response must arrive at the place and by the time specified in the Invitation to Bid.
- C) Signatures: Bidders must sign their Facsimile or Email Bids.
- D) Request for Original Bid: ODOT reserves the right to award the Contract solely on the Facsimile or Email Bid; however, upon ODOT's request, the apparent successful Bidder shall promptly submit its complete original signed Bid.
- E) Responsibility for Transmission Failure: If the bidder chooses to transmit a facsimile or email bid, ODOT will not be responsible for any failure attributable to the transmission or receipt of the facsimile or email bid including, but not limited to the following:
  - 1) Receipt of garbled or incomplete bid or proposal documents
  - 2) Availability or condition of the receiving facsimile equipment
  - 3) Incompatibility between the sending and receiving equipment
  - 4) Delay in transmission or receipt of bid documents
  - 5) Failure of the bidder to properly identify the bid documents
  - 6) Illegibility of bid documents
  - 7) Security and confidentiality of bid data

#### **BID PREPARATION:**

CONFORMANCE TO BID REQUIREMENTS: Bids must conform to the requirements of the Invitation to Bid. All necessary attachments (residency statement, bid bond, references, descriptive literature, etc.) must be submitted with the bid and in the required format. Bid prices must be for the unit indicated on the bid. Failure to comply with all requirements may result in bid rejection.

USE OF BRAND OR TRADE NAMES: Any brand or trade names used by the State in bid specifications are for the purpose of describing and establishing the standard of quality, performance and characteristics desired and are not intended to limit or restrict competition. Bidders may submit bids for substantially equivalent products to those designated unless the Invitation to Bid provides that a specific brand is necessary

because of compatibility requirements, etc. All such brand substitutions shall be subject to purchaser's approval.

PRODUCT IDENTIFICATION: Bidders must clearly identify all products bid. Brand name and model or number must be shown. The State reserves the right to reject any bid when the product information submitted with the bid is incomplete.

FOB DESTINATION: Bid price must be FOB Destination with all transportation and handling charges paid by the bidder.

DELINQUENT OREGON TAXES: Bidders must certify, under penalty of perjury, that they are not in violation of any Oregon tax laws. No contract for the purchase of goods and/or services will be awarded to a bidder who cannot certify.

EXCEPTIONS: Any deviation from bid specifications, terms and conditions may result in bid rejection.

DELIVERY: Delivery time must be shown in number of calendar days after receipt of order.

SIGNATURE ON BID: Bids must be signed in ink by an authorized representative of the bidder. Signature on a bid certifies that the bid is made without connection with any person, firm or corporation making a bid for the same goods and/or services and is in all respects fair and made without collusion or fraud. Signature on a bid also certifies that the bidder has read, fully understands and agrees with all bid specifications, terms and conditions. No consideration will be given to any claim resulting from bidding without fully comprehending all requirements of the Invitation to Bid.

BID MODIFICATION: Modifications or erasures made before bid submission must be initialed in ink by the person signing the bid. Bids, once submitted, may be modified in writing before the time and date set for bid closing. Any modifications shall be prepared on company letterhead, signed by an authorized representative, and state that the new document supersedes or modifies the prior bid. Modification must be submitted in a sealed envelope clearly marked "Bid Modification" and identifying the bid number and closing date. Bidders may not modify bids after bid closing time.

BID WITHDRAWALS: Bids may be withdrawn in writing on company letterhead signed by an authorized representative and received by IS Purchasing prior to bid closing time. Bids may also be withdrawn in person before bid closing time upon presentation of appropriate identification.

**BID SUBMISSION: Bids must be received and time-stamped by the Oregon Department of Transportation prior to bid closing. No bid received after bid closing time will be considered.**

RECIPROCAL PREFERENCE: In determining the "lowest responsible bidder," the State adds a percentage increase to each out-of-state bidder's bid price that is equal to the percentage given to local bidders in that bidder's home state. For example, if the "lowest responsible bidder" is from a state that grants a 10 percent preference to local bidders, the State of Oregon will add 10 percent to that bidder's price when evaluating the bid.

**DELIVERY:** Significant delays in delivery may be considered in determining award if early delivery is required.

**CASH DISCOUNTS:** Cash discounts will not be considered for award purposes unless stated in the bid documents.

**PAYMENT:** Bids that require payment in less than 30 days after receipt of invoice or delivery of goods, whichever is later, may be rejected.

**BID REJECTION:** The State reserves the right to reject any and all bids.

**BID RESULTS:** Bidders who receive awards will be notified of bid results; unsuccessful bidders will not be notified. Bid results are not available by phone. Bidders may request tabulation of awarded bids. Each request for bid tabulation must be written and must indicate the bid number and the requestor's name and mailing address.

Awarded bid files are public records and available for review at IS Purchasing. Please contact the buyer to make an appointment.

**STANDARD TERMS AND CONDITIONS  
STATE OF OREGON  
CONTRACTS FOR THE PURCHASE OF SUPPLIES AND/OR SERVICES**

**1. DEFINITIONS:** "Contract" means the entire written agreement between the parties, including but not limited to the Invitation to Bid or Request for Proposal and its specifications, terms and conditions; solicitation instructions; solicitation addenda and contract amendments, if any; the purchase order or price agreement document.

"Contractor" means a person or organization with which the State of Oregon has contracted for the purchase of goods the terms "Contractor" and "Seller" as used in the Uniform Commercial Code (ORS chapter 72) are synonymous; "ORS" means the Oregon Revised Statutes;

"State" means the state agency making the purchase and is synonymous with "Buyer" as used in ORS chapter 12. "State" also means an ORCPP member if the purchase is being made under the State's cooperative purchasing program authorized by ORS 190.240.

**2. WORKERS' COMPENSATION:** The Contractor, its subcontractor, if any, 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.

**3. STANDARD AND SPECIAL TERMS AND CONDITIONS:** The terms and conditions printed on this page are standard to State of Oregon contracts for the purchase of goods. There may also be special terms and conditions in an Invitation to Bid or Request for Proposal which apply only to this contract.

**4. DELIVERY:** All deliveries shall be F.O.B destination with all transportation and handling charges paid by Contractor, unless specified otherwise in the solicitation documents. Responsibility and liability for loss or damage shall remain with Contractor until final inspection and acceptance when responsibility shall pass to the State except as to latent defects, fraud and Contractor's warranty obligations.

**5. INSPECTIONS:** Goods furnished under this contract shall be subject to inspection and test by the State at times and place determined by the State. If the State finds goods furnished to be incomplete or not in compliance with solicitation specifications, the State 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 State, the State 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 State's rights as buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

**6. 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 State.

**7. CASH DISCOUNT:** If the State 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.

**8. PAYMENT:** Payment for completion of State contracts is normally made within 30 days following the date the entire order is delivered or the date the invoice is received, whichever is later. After 45 days, Contractor may assess overdue account charges up to a maximum rate of two-thirds of one percent per month (8% APR) on the outstanding balance (ORS 293.462).

**9. TERMINATION:** This contract may be terminated by mutual consent of both parties or by the State at its discretion. The State 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 State. 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).

**10. FORCE MAJEURE:** Neither party to this contract 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 State may terminate this contract upon written notice after determining such delay or default will reasonably prevent successful performance of this contract.

**11. BREACH OF CONTRACT:** Should Contractor breach any of the provisions of this contract, the State reserves the right to cancel this contract upon written notice to Contractor. Contractor shall be liable for any and all damages suffered by the State 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.

**12. HOLD HARMLESS:** Contractor shall indemnify, defend and hold harmless the State and its divisions, officers, employees, agents and members, from all claims, suits or actions of any nature arising out of or related to the activities of Contractor, its officers, subcontractors, agents or employees under this contract.

**13. ACCESS TO RECORDS:** Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles and shall maintain all other records relating to Contractor's performance of this Contract (collectively "Records"). The State and its duly authorized representatives shall have access to Records for purposes of examination and copying. To the extent provided by law, the federal government shall be entitled to the same access as the State. Contractor shall retain and keep accessible all Records, for a minimum of three (3) years, or such longer period as may be required by applicable law following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

**14. 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 State.

**15. SEVERABILITY:** If any provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with the 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 of the contract did not contain the particular provision held invalid.

**16. WAIVER:** Failure of the State to enforce any provision of this contract shall not be a waiver or relinquishment by the State of its right to such performance in the future nor of the right to enforce any other provisions of this contract.

**17. 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 State (and/or any other agency or department of the State of Oregon) and the contractor that arises from or relates to this contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion 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 United States District Court for the District of Oregon. Contractor hereby consents to the in personam jurisdiction of said courts.

**18. ASSIGNMENT/SUBCONTRACT/SUCCESSORS:** Contractor shall not assign, sell, transfer, or subcontract rights or delegate responsibilities under this contract in whole or in part, without the prior written approval of this State. No such written approval shall relieve Contractor of any obligations of this contract, and any transferee or subcontractor shall be considered the agent of Contractor. Contractor shall remain liable to the State under the contract as if no such assignment, transfer, or subcontract had occurred. 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.

**19. COMPLIANCE WITH APPLICABLE LAWS:** Contractor shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the Contract. ODOT's performance under this Contract is conditioned upon Contractor's compliance with the clauses required in every public contract as set forth in ORS 279B.220, ORS 279B.235 and ORS 279B.230 which are hereby incorporated by reference.

The Contractor, its subcontractors, if any, 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 laws for all their subject workers, unless such employers are exempt under ORS 656.126.

**20. PAYMENTS REQUIRED By 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.

**21. PAYMENT OF CONTRACTOR'S OBLIGATIONS:** Contractor agrees to make payment promptly, as due, to all persons furnishing services, equipment or supplies to Contractor for the performance of work under this contract. If Contractor fails, neglects or refuses to pay such claims as they become due, the proper officer(s) representing ODOT, after ascertaining that the claims are just, due and payable, may pay the claims and charge the amount of the payment against funds due or to become due Contractor under this contract. The payment of claims in this manner shall not relieve Contractor with respect to any unpaid claims.

**22. HOURS OF LABOR:** No person shall be employed by the Contractor for more than eight 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 eight hours a day and for work performed on Saturday and on any legal holiday specified in ORS 279B.020.

**23. 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. Contractor shall take every precaution to instruct employees about and otherwise safeguard them against any possible injuries associated with chemicals or equipment as well as other potential hazards.

**24. AWARD TO FOREIGN CONTRACTOR:** If the amount of this contract exceeds \$10,000 and 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 all information required by that Department relative to this Contract. ODOT shall withhold final payment under this Contract until Contractor has met this requirement.

**25. RECYCLABLE PRODUCTS:** Contractor shall use recycled and recyclable products to the maximum extent economically feasible in the performance of the Contract work set forth in this document. Contractor shall specify the minimum percentage of recycled product in the goods provided under this Contract. Contractor agrees to abide by all covenants contained in ORS 279B.270, which is incorporated by reference.

**26. MATERIAL SAFETY DATA SHEET:** In accordance with the OR-OSHA Hazard Communication Rules in OAR chapter 437, division 155, Contractor shall provide the State 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- 155-005 (2); 437-155-025). In addition, Contractor must label, tag or mark such goods.

REVISED BY THE ATTORNEY GENERAL 9/94  
DOCUMENT TITLE CHANGED AND ORS 279 REFERENCES UPDATED BY DAS FORMS COMMITTEE 04/05