



Personal Protective Equipment and Supplies

RFB 13-2282

Parks and Environmental Services

600 NE Grand Ave.
Portland, OR 97232
503-797-1700

Project Manager

Mike Amodeo
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503-797-1937

Procurement Analyst

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503-797-1648

Notice is hereby given that bids for RFB 13-2282 Personal Protective Equipment and Supplies shall be received by Metro, 600 NE Grand Avenue, Portland OR 97232 until 2:00 p.m. on January 3, 2013. It is the sole responsibility of the bidder to ensure that Metro receives the Bid by the specified date and time. All late Bids shall be rejected. Bidders shall review all instructions and contract terms and condition.



Metro
600 NE Grand Ave.
Portland, OR 97232-2736
503-797-1700

Request for bids (RFB 13-2282)

Metro is requesting bids for Personal Protective Equipment and Supplies for Parks and Environmental Services , and other Metro venues, division or departments as determined by the specific venue, division or department. Bids are due to be received (postmarks not accepted) no later the date and time indicated on the RFB cover page at Metro, 600 NE Grand Avenue, Portland, OR 97232,

The contract contemplated consists of providing the personal protective equipment and operational supplies listed in the RFB to the Parks and Environmental Service Division and other Metro venues, divisions and departments as determined by the specific venue, division or department. Items ordered will be delivered to the specific address of the departments and venues placing the order.

The term of the contract is anticipated to be January 2013 through December 2016. Metro reserves the right to renew the three-year contract for additional terms not to exceed a total of five (5) years. Metro reserves the right to award additional contracts from this RFB during the above stated term.

All bids must be submitted in sealed envelopes which clearly identify the item(s) as stated in the RFB. Bidding documents, (including plans and specifications depicting the work) may be examined and are available at www.oregonmetro.gov, under "Doing Business".

All bids must conform to the INSTRUCTIONS TO BIDDERS and be complete including the use of any required forms. Metro may accept or reject any or all bids, in whole or in part, or waive irregularities not affecting substantial rights if such action is deemed in the public interest.

Metro and its contractors will not discriminate against any person(s), employee or applicant for employment based on race, color, religion, sex, national origin, age, marital status, familial status, gender identity, sexual orientation, disability for which a reasonable accommodation can be made, or any other status protected by law. Metro fully complies with Title VI of the Civil Rights Act of 1964 and related statutes and regulations in all programs and activities. For more information, or to obtain a Title VI Complaint Form, see www.oregonmetro.gov.

Metro extends equal opportunity to all persons and specifically encourages minority and women-owned businesses to access and participate in this and all Metro projects, programs and services.

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BID FORMS

- Bid Checklist
- Schedule of Bid Prices with Extension of Pricing to Other Jurisdictions
- Bid Bond
- Recycling Certificate of Compliance
- Standard Public Contract

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INSTRUCTIONS TO BIDDERS

BID

Metro is soliciting Bids for Personal Protective Equipment and Supplies. Bids must be enclosed in a sealed envelope and mailed or delivered to Metro Procurement Services, 600 NE Grand Avenue, Portland, Oregon 97232-2736, Attention: Julie Hoffman, RFB 13-2282 no later than the date and time indicated on the RFB cover page, and will be publicly opened and read at that time in room 274. A formal bid may not be submitted by facsimile (FAX) transmittal or email.

The outside of the envelope shall plainly identify the subject of the Bid, the opening date, and the Bid number.

All bids must be clearly and distinctly typed or written with ink or indelible pencil. All blank spaces must be completed. No erasures are permitted. Mistakes must be crossed out and corrections typewritten or written in ink adjacent thereto, and initialed in ink by the party signing the Bid, or his authorized representative.

Written amounts shall be shown in both words and figures. Words shall govern in cases of discrepancy between the amounts stated in words and the amounts stated in figures.

All bids must be on the forms furnished by Metro or they may be rejected by Metro.

Bids shall be open at a public bid opening conducted by Metro. Only bidder name and bid pricing will be read aloud. Metro will then proceed with bid evaluation prior to notifying bidders of the selected contractor.

COST OF BID

This Request for Bid does not commit Metro to pay any costs incurred by any Bidder in the submission of a bid, or in making necessary studies or designs for the preparation thereof, or for procuring or contracting for the items to be furnished under the invitation to bid.

ERRORS / OMISSIONS

Any Bid may be deemed non-responsive by the Procurement Officer if it is: Not on the Bid forms provided; contains errors or omissions, erasures, alterations, or additions of any kind; proposes prices which are unsolicited or obviously unbalanced; or not in complete conformance with any and all conditions of the bidding documents.

ADDENDA TO PLANS OR SPECIFICATIONS

Requests for additional information or interpretation of the contract documents shall be delivered to the Julie Hoffman, julie.hoffman@oregonmetro.gov, in writing, at least five (5) business days prior to the Bid opening date and time. If, in the opinion of Metro, additional information or interpretation is needed by the Bidders, an addendum will be issued to all known specification holders. The provisions of any written addenda issued by the Procurement Officer at least seventy two (72) hours prior to the Bid opening date and time shall be binding upon the Bidders, and failure of a Bidder to obtain such addenda shall not excuse compliance therewith by the successful bidder.

MODIFICATION OF BID

An offer to modify the bid which is received from the successful Bidder after award of contract which makes the terms of the Bid more favorable or advantageous to Metro will be considered, and may thereafter be accepted. To be effective, every modification must be made in writing over the signature of the Bidder.

WITHDRAWAL OF BIDS

A Bidder may withdraw its bid by written request which are received prior to the scheduled closing time for filing Bids. Negligence on the part of the Bidder in preparing his or her bid confers no right to withdraw the bid after the scheduled closing time for filing Bids.

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LATE BID

Bids received after the scheduled closing time for filing Bids will be returned to the Bidder unopened, unless such closing time is extended by Metro in writing.

EXECUTION

Each Bid shall give the Bidder's full business address and bear its legal signature.

Bids by partnerships must list the full name of all partners and be signed by a partner or agent authorized to execute the contract on behalf of the partnership and identified by printed name and title.

Bids by corporations must bear the legal name of the corporation, the name of the state of incorporation, and the signature of the officer or agent authorized to legally bind the corporation.

Upon request by Metro, satisfactory evidence of the authority of the partner or officer shall be furnished.

If an agent who is not an officer of the corporation or a member of the partnership signs the Bid, a notarized Power of Attorney must be on file with Metro prior to the opening of Bids or be submitted with the Bid. Without such notice of authority, the Bid shall be considered improperly executed, defective and therefore nonresponsive.

A Bid submitted by a joint venture must include a certified copy of the terms and conditions of the agreement creating the joint venture.

EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK

It is understood that the Bidder, before submitting a Bid, has made a careful examination of the plans, specifications, and contract; that it has fully informed itself as to the quality and quantity of materials and the character of the work required; and that it has made a careful examination of the location and condition of the work and the sources of supply for materials.

COMPLIANCE

Each Bidder shall inform itself of, and the Bidder awarded a contract shall comply with, federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, waste reduction and recycling, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees and similar subjects.

PERMITS AND LICENSES

Each Bidder shall obtain and include in his Bid the cost for all permits and licenses which may be required to perform the contract.

CONFLICT OF INTEREST

A Bidder filing a bid thereby certifies that no officer, agent, or employee of Metro or Metro has a pecuniary interest in this Bid or has participated in contract negotiations on behalf of Metro; that the bid is made in good faith without fraud, collusion, or connection of any kind with any other Bidder for the same call for Bids; the Bidder is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

IMMATERIAL VARIANCES

Metro reserves the right to determine whether equipment or materials that comply substantially in quality and performance with the specifications are acceptable to Metro, and whether any variance listed by the Bidder in a bid is material or immaterial.

LATEST MODEL

Parts and materials must be new, of latest model, of current date, and meet specifications. This provision excludes all surplus, remanufactured, and used products, unless such material is proposed in lieu of items specified.

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"OR APPROVED EQUAL" CLAUSE

In order to establish a basis of quality, certain processes, types of machinery and equipment, or kinds of materials may be specified, either by description of process or by designating a manufacturer by name and referring to his brand or product designation, or by specifying a kind of material. It is not the intent of these specifications to exclude other processes, equipment, or materials of equal value, utility or merit.

Whenever a process is designated or a manufacturer's name, brand, or product is described, it shall be understood that the words, "or approved equal" follow such name, designation, or description, whether in fact they do so or not.

If a Bidder proposes to furnish an item, process or material which it claims to be of equal utility to the one designated, then:

1. Bidder shall submit as part of their Bid, a written statement describing it together with supporting data and details sufficient to permit Metro to evaluate the same. If the product contains chemical properties, the relevant Material Safety Data Sheets (MSDS) shall be included to document all health and physical hazards, chemical ingredients, exposure limits, personal protective equipment for handling and use, and emergency procedures in response to unanticipated spills or environmental release.
2. Metro may require demonstration, additional tests, and additional data, all to be supplied at the expense of the Bidder.
3. Metro shall in its sole discretion determine if an item submitted as an alternate or approved equal is "equal" or "equivalent".

RECYCLABLE PRODUCTS

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

RECYCLED PRODUCTS AS BID ITEMS

Oregon Law (ORS 279A.125) requires Metro and all public agencies to give preference to materials and supplies manufactured from recycled materials.

All Bidders are therefore required to specify the exact or minimum percentage of recycled paper and fiber type in all paper products or recycled content in all other products offered, plus both the post-consumer and secondary waste content of the products offered.

Only Bids submitted with such information shall receive preference consideration and post Bid declaration or discovery shall not be allowed.

QUANTITIES

Metro makes no guarantees as to the exact quantities to be purchased. The figures provided are intended merely as guides and Bidders are warned not to construe them as a guarantee to purchase any amount.

Payment will be made only for quantities actually ordered, delivered, and accepted whether greater or less than the stated amounts.

TERMS

A Bid may be rejected if it requires payment in less than thirty (30) calendar days after invoice date or if it requires payment, in whole or in part, less than fifteen (15) days after invoice approval prior to delivery.

PRICES

All prices submitted shall be firm during the contract period. If unit prices are requested, they should be provided for each unit on which there is a Bid. In case of mistake in extension of price, unit prices shall govern. All prices shall be F.O.B. the destination designated by Metro.

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WARRANTY / GUARANTY

Each Bid for the furnishing of materials and equipment shall provide an explanation of both the Bidder's and manufacturer's warranties on materials and workmanship.

Every Bid shall indicate any warranty costs to Metro, including but not limited to, all parts, labor, and shipping costs required for compliance with any specific requirement(s) contained in the special conditions.

SERVICE

Each Bidder shall furnish detailed information on any service facilities, locations, and procedures as well as information on any maintenance agreements or contracts available to Metro.

DELIVERY

Each Bidder shall provide a delivery schedule for each item offered. The successful Bidder shall notify Metro, in writing, within five (5) business days of order if delivery cannot be completed as proposed and required. Upon receipt of such notice from the successful Bidder, Metro reserves the right to cancel the order and make the purchase from the second lowest, responsible Bidder.

If Metro does not elect to cancel the contract initially, subsequent failure to meet the then current delivery requirement does not foreclose Metro's option for later cancellation.

BID SECURITY

All Bids must be accompanied by a bid security in the form of a cashier's check, certified check, irrevocable letter of credit, or a bid bond issued by a surety authorized to conduct such business in the state of Oregon. Security shall be in the amount of five percent (5%) of the total bid price. The bid security shall serve as a guarantee that the bidder will not withdraw the bid for a period of sixty (60) days after bid opening, and if awarded the contract, will execute the Metro contract and furnish all required bonds and insurance with the time frame specified.

The Attorney-in-Fact who executes any bond on behalf of the surety must attach a notarized copy of his or her Power of Attorney as evidence of authority to bind the surety on the date of bond execution.

Bid securities will be held until the Contract has been finally executed, after which all Bid securities, other than those which have been forfeited, will be returned to the respective Bidders whose Bid they accompanied.

RESIDENT / NON-RESIDENT BIDDER

Oregon law requires Metro, in determining the lowest responsive Bidder, to add a percent increase on the Bid of a non-resident Bidder equal to the percent, if any, of the preference given to that Bidder in the state in which that Bidder resides. Therefore, each Bidder must indicate whether it is a resident or non-resident Bidder. A resident Bidder is a Bidder that has paid unemployment taxes or income taxes in the state of Oregon during the last twelve (12) months immediately preceding submission of this Bid, has a business address in Oregon, and has stated in its Bid that it is a "resident Bidder."

EXPERIENCE AND ABILITY TO PERFORM THE WORK

Upon request, Bidders must present all necessary information indicating that the Bidder has met the standards of responsibility set forth in ORS 279B.110. Metro will make the final determination as to whether or not the Bidder is qualified to perform the work.

BASIS OF AWARD

The award shall be made to the responsible Bidder submitting the lowest responsive bid. Any determination of bidder's responsibility or responsiveness are subject to review and determination by the Office of the Metro Attorney as to legal sufficiency. Metro reserves the right to accept or reject any and all bids in whole or in part and to waive any irregularities in the best interest of Metro.

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GENERAL CONDITIONS

NOTICE OF AWARD

Within twenty (20) calendar days after the opening of Bids, Metro will accept one of the Bids, or combination of Bids, or reject all Bids in accordance with the Basis of Award. The acceptance of the Bid will be by written Notice of Award, mailed or delivered to the office designated in the Bid. The Notice of Award shall not entitle the party to whom it is delivered to any rights whatsoever.

APPEAL OF CONTRACT AWARD

Aggrieved proposers who wish to appeal the award of this contract must do so in writing within seven (7) days of issuance of the notice of intent to award by Metro. Appeals must be submitted to Metro Procurement Officer, 600 NE Grand Avenue, Portland, OR 97232 and must state the specific deviation of rule or statute in the contract award. Metro will issue a written response to the appeal in a timely manner.

CONTRACT

Within seven (7) business days of receipt of the contract from Metro, the Successful Bidder shall sign and deliver the Contract to Metro, along with all required insurance certificate and bonds.

FOREIGN CONTRACTOR

A Contractor that is not domiciled in or registered to do business in the State of Oregon shall, upon execution of a contract in excess of \$10,000, promptly report the total contract price, terms of payment, length of contract and all other required information to the Oregon Department of Revenue. Compliance shall be documented and Metro shall be fully satisfied as to complete compliance prior to release of final payment.

INSURANCE

Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:

1. The most recently approved ISO (Insurance Services Office) Commercial General Liability policy, or its equivalent, written on an occurrence basis, with limits not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. The policy will include coverage for bodily injury, property damage, personal injury, contractual liability, premises and products/completed operations. Contractor's coverage will be primary as respects Metro;
2. Automobile insurance with coverage for bodily injury and property damage and with limits not less than minimum of \$1,000,000 per occurrence;
3. Workers' Compensation insurance meeting Oregon statutory requirements including Employer's Liability with limits not less than \$500,000 per accident or disease; and

Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSURED on Commercial General Liability and Automobile policies.

Contractor shall provide to Metro 30 days notice of any material change or policy cancellation.

Contractor shall provide Metro with a Certificate of Insurance complying with this article upon return of the Contractor signed agreement to Metro. Certificate of Insurance shall identify the Metro contract number.

Contractor, and all subsequent subcontractors and suppliers performing work pursuant to this contract shall provide Workers' Compensation benefits as required by and in accordance with all applicable state and federal laws.

NOTICE OF ASSIGNMENT

Metro will not recognize any assignment or transfer of any interest in this contract without written approval of the Procurement Officer and the Metro Attorney.

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HAZARD COMMUNICATION

The Contractor shall be required to strictly adhere to, coordinate with Metro and document full compliance with the policies and procedures of the Oregon Administrative Rules, Oregon Occupational Safety and Health Division, OAR 437-002, Subdivision Z-Toxic and Hazardous Substances (1910,1200 Hazard Communication).

Therefore, the Contractor and all subcontractors and suppliers within his control shall notify Metro and all parties to the agreement as to:

- Hazardous materials to which they may be exposed on site;
- Employee measures to lessen the possibility of exposure;
- All contractor measures to reduce the risk;
- Procedures to follow if exposed.

The Contractor shall provide Metro with all Material Safety Data Sheets (MSDS) prior to delivery or introduction of the material on site. For further information or clarification, contact the Metro Risk Management Division at 503-797-1622.

DELIVERY TIMES

The Contractor shall deliver on business days between the hours of 8:00 a.m. and 5:00 p.m. Unloading must be completed by 5:00 p.m. unless approved in advance by Metro. Requests for such approval must be received by Metro at least three (3) days prior to delivery. Contractor shall assume all risk of deliveries made during hours beyond those listed above.

FAILURE TO PERFORM

Should the Contractor fail to meet the agreed upon delivery schedule, thereby making it necessary for Metro to purchase urgently-needed items from another source, the low Bidder shall pay the difference between the accepted low Bid price and the purchase price or accept an offset against any monies then owed by Metro.

PATENTS

The Contractor agrees to protect, to defend (if Metro requests) and save the agency harmless against any demand for payment for wrongful or unauthorized use of any patented material, process, article, or device that may enter into manufacture, construction, or forms a part of the work covered by this contract.

INVOICES

Invoices shall be prepared and submitted unless otherwise specified. Invoices shall contain the following information: Metro contract number, item numbers, description of supplies or services, sizes, quantities, unit prices and extended totals. Invoice should also state name of the unit or department to which the merchandise was shipped or delivered. Payment shall be made by Metro on a Net 30 day basis upon approval of Contractor invoice.

LAW OF STATE OF OREGON

This contract is entered into within the state of Oregon, and the law of said State, whether substantive or procedural, shall apply and be followed with respect to this contract.

SPECIAL CONDITIONS

MINORITY, WOMEN AND EMERGING SMALL BUSINESS PROGRAM

In the event that any subcontracts are to be utilized in the performance of this agreement, the Bidder's attention is directed to Metro Code provisions 2.04.100, which encourages the use of minority, women, and emerging small businesses (MWESB) to the maximum extent practical. Metro Code 2.04.100 is available http://library.oregonmetro.gov/files//chap2.04_clean_eff_042111_revised_version_081711.pdf.

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FIRST OPPORTUNITY TARGET AREA (FOTA) PROGRAM

In the event that any subcontracts are to be utilized in the performance of this agreement, the Bidder's attention is directed to MERC's First Opportunity Area (FOTA) Program which is intended to provide maximum employment for economically disadvantaged residents living in the target area, in accordance with House Bill 3075, passed by the Oregon Legislature in 1989. Additional information regarding the FOTA Program is available <http://www.oregonmetro.gov/index.cfm/go/by.web/id=6094>.

NOTICE TO ALL BIDDERS

The attached agreement included herein reflects preliminary, draft contract language and selected, proposed contract terms for this procurement. Bidders should be aware that such language terms and provisions are for illustrative purposes only and that Metro reserves the right, following submission and ranking of all bids submitted in response to this procurement, to amend, modify or negotiate over any and all such contract language, terms and provisions before making a final determination regarding the issuance of the Notice of Intent to Award the agreement arising from this procurement. By submitting a bid in response to this procurement, bidders acknowledge that they are aware of and do not object to any later, potential amendment and modification of such preliminary, draft language and terms. In addition, by responding to this procurement, bidders acknowledge that they are aware of their ability to offer alternatives to any of the preliminary, draft contract language and proposed contract terms set forth herein.

Exceptions to Standard Agreement and RFB: Carefully review the Standard Agreement attached hereto as Exhibit A and incorporated herein. This is the standard agreement that successful respondents to this RFB will be required to execute. RFB respondents wishing to propose any exceptions or alternative clauses to the agreement or to any specified criteria within this RFB must propose those exceptions or alternative clauses in their bid; Metro shall not be required to consider contract revisions proposed during contract negotiation and award. Proposed exceptions or alternative clauses should be accompanied by explanatory comments that are succinct, thorough and clear.

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BIDDER'S CHECKLIST

FIRM _____

NAME _____

 MAILING ADDRESS _____

PHONE _____ FAX _____ EMAIL _____

BIDDER REPRESENTS/CERTIFIES/ACKNOWLEDGES AS PART OF THIS OFFER THAT:

Contractor shall check or complete all applicable boxes
To be Submitted by the Bid Due Date and Time as indicated on the RFB cover page
BID WILL BE CONSIDERED NON-RESPONSIVE WITHOUT THE FOLLOWING DOCUMENTS AND INFORMATION

1. **BIDDER'S CHECKLIST**
2. **SCHEDULE FO BID PRICES and SCHEDULE OF VALUES**
3. **BID BOND:** Bidder has complied with Metro's requirements for 5% bid surety and guarantees that this bid is irrevocable for the period specified herein.
4. **CERTIFICATE OF COMPLIANCE** for recycling.

CONFLICT OF INTEREST: Bidder hereby certifies that no officer, agent, or employee of Metro has participated on behalf of Metro in preparation of this bid, that the bid is made in good faith without fraud, collusion, or connection of any kind with any other Bidder for the same work, and the Bidder is competing solely in its own behalf without connection or obligation to any undisclosed person or firm.

RESIDENT/NON-RESIDENT: Undersigned Bidder states that it is a resident or non-resident of the state of Oregon. State in which Bidder resides:

TYPE OF BUSINESS ORGANIZATION: Bidder operates as an individual, a corporation, incorporated under the laws of the state of _____, a non-profit organization, a partnership. (If partnership, attach names of the partners)

OREGON LICENSE: If a corporation, it is, or is not, licensed with Oregon Corporation Commission

DOING BUSINESS AS: Provide any assumed names utilized.

 NAME AND TITLE OF PERSON AUTHORIZED TO CONTRACT/SIGN OFFER (TYPE OR PRINT)

 SIGNATURE OF PERSON AUTHORIZED TO CONTRACT/SIGN OFFER

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SCHEDULE OF BID PRICES

Any quantities indicated are estimates for Parks and Environmental Services. Other Metro departments and venues may determine the estimated quantities needed at time of individual contract award. Metro does not guarantee any specific amount and shall not be held responsible for any deviation. Any pricing changes shall be made at the unit prices provided in this pricing proposal sheet.

The Bidder, whose legal signature binding the Bidder to the bid prices indicated on these pages is found on the signature page, hereby bids as follows:

Item No.	Number of Units (annual)	Description of Item	Unit Price (figures)	Total Amount (figures)
1	21	Tyvek coveralls, DuPont Tyvek, Style: TY120S (25/case) Size Small		
2	34	Tyvek coveralls, DuPont Tyvek, Style: TY120S (25/case) Size Medium		
3	112	Tyvek coveralls, DuPont Tyvek, Style: TY120S (25/case) Size Large		
4	128	Tyvek coveralls, DuPont Tyvek, Style: TY120S (25/case) Size X-Large		
5	140	Tyvek coveralls, DuPont Tyvek, Style: TY120S (25/case) Size 2X-Large		
6	60	Tyvek coveralls, DuPont Tyvek, Style: TY120S (25/case) Size 3X-Large		
7	32	Tyvek coveralls, DuPont Tyvek, Style: TY120S (25/case) Size 4X-Large		
8	21	Tyvek coveralls, DuPont Tyvek, Style: TY120S (25/case) Size 5X-Large		
9	10	Tyvek coveralls, DuPont Tyvek, Style: TY120S (25/case) Size 6X-Large		
9	9	Tychem coveralls, DuPont Tychem QC Style: QC120S (12/case) Size Small		

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10	9	Tychem coveralls, DuPont Tychem QC Style: QC120S (12/case) Size Medium			
11	17	Tychem coveralls, DuPont Tychem QC Style: QC120S (12/case) Size Large			
12	17	Tychem coveralls, DuPont Tychem QC Style: QC120S (12/case) Size X-Large			
13	50	Tychem coveralls, DuPont Tychem QC Style: QC120S (12/case) Size 2X-Large			
14	50	Tychem coveralls, DuPont Tychem QC Style: QC120S (12/case) Size 3X-Large			
15	9	Tychem coveralls, DuPont Tychem QC Style: QC120S (12/case) Size 4X-Large			
16	9	Tychem coveralls, DuPont Tychem QC Style: QC120S (12/case) Size 5X-Large			
17	9	Tychem coveralls, Dupont Tychem F, style: TF169T (6/case) Size Small			
18	17	Tychem coveralls, Dupont Tychem F, style: TF169T (6/case) Size Medium			
19	20	Tychem coveralls, Dupont Tychem F, style: TF169T (6/case) Size Large			
20	22	Tychem coveralls, Dupont Tychem F, style: TF169T (6/case) Size X-Large			
21	70	Tychem coveralls, Dupont Tychem F, style: TF169T (6/case) Size 2X-Large			
22	34	Tychem coveralls, Dupont Tychem F, style: TF169T (6/case) Size 3X-Large			
23	17	Tychem coveralls, Dupont Tychem F, style: TF169T (6/case) Size 4X-Large			

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24	8	Tychem coveralls, Dupont Tychem F, style: TF169T (6/case) Size 5X-Large			
25	5	Tyvek hood, Dupont Tyvek, style: TY657S (100/case)			
26	12	Bouffant caps, Dupont Tyvek, 21" (regular) style: TY667S (250/case)			
27	1,200	Silver Shield Sleeves, North, Silver Shield/4H, (19") (Pair)			
28	24	Silver Shield Apron, North, Silver Shield/4H (50/case)			
29	15	Tychem sleeves, DuPont Tychem QC style: QC500BOB (100/case)			
30	250	Tychem apron, DuPont Tychem QC style: QC237B (24/case)			
31	100	Hazmat Over the Shoe Boot, Majestic, style: 8210 (Pair) Size Small			
32	500	Hazmat Over the Shoe Boot, Majestic, style: 8210 (Pair) Size Medium			
33	1,000	Hazmat Over the Shoe Boot, Majestic, style: 8210 (Pair) Size Large			
34	1,000	Hazmat Over the Shoe Boot, Majestic, style: 8210 (Pair) Size X-Large			
35	1,000	Hazmat Over the Shoe Boot, Majestic, style: 8210 (Pair) Size 2X-Large			
36	8	Disposable Shoe Cover, Flat Foot, 100% natural latex, style: SYLF100-L (100/case)			
37	8	Disposable Shoe Cover, Flat Foot, 100% natural latex, style: SYLF100-X (100/case)			

Request for bids (RFB 13-2282)

38	2	Touch N Tuff gloves, Ansell, style: 92-600 (100/box – 10box/case) Size Small		
39	56	Touch N Tuff gloves, Ansell, style: 92-600 (100/box – 10box/case) Size Medium		
40	116	Touch N Tuff gloves, Ansell, style: 92-600 (100/box – 10box/case) Size Large		
41	100	Touch N Tuff gloves, Ansell, style: 92-600 (100/box – 10box/case) Size X-Large		
42	20	Touch N Tuff gloves, Ansell, style: 92-600 (100/box – 10box/case) Size 2X-Large (if available)		
43	100	Sol-Vex Nitrile gloves - 13" Unlined, 15 mil, Ansell, style: ANE 37-155 Size Small (7) (Pair)		
44	1,000	Sol-Vex Nitrile gloves - 13" Unlined, 15 mil, Ansell, style: ANE 37-155 Size Medium (8) (Pair)		
45	1,500	Sol-Vex Nitrile gloves - 13" Unlined, 15 mil, Ansell, style: ANE 37-155 Size Large (9) (Pair)		
46	1,500	Sol-Vex Nitrile gloves - 13" Unlined, 15 mil, Ansell, style: ANE 37-155 Size X-Large (10) (Pair)		
47	1,000	Sol-Vex Nitrile gloves - 13" Unlined, 15 mil, Ansell, style: ANE 37-155 Size 2X-Large (11) (Pair)		
48	400	Sol-Vex Nitrile gloves - 15" Unlined, 22 mil, Ansell, style: ANE 37-165 Size Large (9) (Pair)		
49	400	Sol-Vex Nitrile gloves - 15" Unlined, 22 mil, Ansell, style: ANE 37-165 Size X-Large (10) (Pair)		
50	400	Sol-Vex Nitrile gloves - 15" Unlined, 22 mil, Ansell, style: ANE 37-165 Size 2X-Large (11) (Pair)		
51	50	Safety Zone Nitrile gloves, Seidmen Associates, style GNPR-2X-1C Size 2X-Large (100/box – 10/box/Case)		

Request for bids (RFB 13-2282)

52	50	Polar Bear Plus lightweight cut-resistant gloves, Ansell, style: ANE 74-045 Size Small (7) (Pair)		
53	75	Polar Bear Plus lightweight cut-resistant gloves, Ansell, style: ANE 74-045 Size Medium (8) (Pair)		
54	75	Polar Bear Plus lightweight cut-resistant gloves, Ansell, style: ANE 74-045 Size Large (9) (Pair)		
55	75	Polar Bear Plus lightweight cut-resistant gloves, Ansell, style: ANE 74-045 Size X-Large (10) (Pair)		
56	75	Polar Bear Plus lightweight cut-resistant gloves, Ansell, style: ANE 74-045 Size 2X-Large (11) (Pair)		
57	50	Leather work gloves, Wells Lamont, style: Y0123 Size Small (Pair)		
58	50	Leather work gloves, Wells Lamont, style: Y0123 Size Medium (Pair)		
59	50	Leather work gloves, Wells Lamont, style: Y0123 Size Large (Pair)		
60	50	Leather work gloves, Wells Lamont, style: Y0123 Size X-Large (Pair)		
61	200	Silver Shield gloves, North, Silver Shield/4H, style: SSG Size 7 (Pair)		
62	300	Silver Shield gloves, North, Silver Shield/4H, style: SSG Size 8 (Pair)		
63	1,000	Silver Shield gloves, North, Silver Shield/4H, style: SSG Size 9 (Pair)		
64	1,500	Silver Shield gloves, North, Silver Shield/4H, style: SSG Size 10 (Pair)		
65	1,000	Silver Shield gloves, North, Silver Shield/4H, style: SSG Size 11 (Pair)		

Request for bids (RFB 13-2282)

66	500	Cotton/Poly string knit gloves, Majestic, style: 3805 Size Small (Pair)			
67	500	Cotton/Poly string knit gloves, Majestic, style: 3805 Size Medium (Pair)			
68	500	Cotton/Poly string knit gloves, Majestic, style: 3805 Size Large (Pair)			
69	500	Cotton/Poly string knit gloves, Majestic, style: 3805 Size X-Large (Pair)			
70	1,000	Low Particulate Inspection Glove, Pip, style: 97-500J (Pair)			
71	2	VersaTouch vinyl gloves, powder free, Ansell, style: 34-725 (100/box-10box/case) Size Small (Box)			
72	4	VersaTouch vinyl gloves, powder free, Ansell, style: 34-725 (100/box-10box/case) Size Medium (Box)			
73	40	VersaTouch vinyl gloves, powder free, Ansell, style: 34-725 (100/box-10box/case) Size Large (Box)			
74	40	VersaTouch vinyl gloves, powder free, Ansell, style: 34-725 (100/box-10box/case) Size X-Large (Box)			
75	8	VersaTouch vinyl gloves, powder free, Ansell, style: 34-725 (100/box-10box/case) Size 2X-Large (if available) (Box)			
76	50	Respirator, Full Facepiece, 3M, style: 6700			
77	50	Respirator, Full Facepiece, 3M, style: 6800			
78	50	Respirator, Full Facepiece, 3M, style: 6900			
79	5	Respirator, Full Facepiece, North, style: 760008A (Large)			

Request for bids (RFB 13-2282)

80	100	P95 Particulate Respirator with Nuisance Level Organic Vapor Relief, 3M, style: 8577			
81	25	Lens Cover, 3M, style: 6885/07142 (25/pack)			
82	5	Peel-off Window Assembly, North, style: 80836A (3/pack)			
83	200	Inhalation Valve, 3M, style: 6893/07144(AAD)			
84	400	Inhalation Port Gasket, 3M, style: 6895/07145(AAD)			
85	60	Center Adapter Gasket, 3M, style: 6896			
86	200	Exhalation Valve, 3M, style: 7583			
87	4	Exhalation Valve Gasket, 3M, style: 6889 (10/bag)			
88	2,000	Cartridge/Filter - Multi Gas/Vapor/P100, 3M, style: 60926			
89	10	Defender Cartridge – P100, North, style: NSP 75SCP100 (12/box)			
90	25	Respirator Wipes, rubber/silicone compatible (100/box)			
91	50	Respirator Wipe, non-alcohol (100/box)			
92	20	Ear Plugs, Polyurethane foam, Howard Leight, style: Max-1 (NRR 33) (200 pair/box)			
93	20	Ear Plugs, Polyurethane foam, Howard Leight, style: LPF-1 (NRR 30) (200 pair/box)			

Request for bids (RFB 13-2282)

94	20	Ear Muffs 30dB NNR, Howard Leight, style: L3, Over the Head, Black		
95	10	Oil absorbent pads 18" x 18" (like Spilfyter) (Bale)		
96	6	Absorbent booms 3" x 4' (like Spilfyter)		
97	5	Drum top absorbent pads (55 gal. tighthead drum top mat) (25/box – 10 box/case)		
98	10	Sorbent Roll, Universal, 24 in. x 150 ft. (Polypropylene, Color Grey, 39 gallons sorbed per package) (Perforations every 12 in. and up the center)		
99	20	Drager tubes, #6728411, Chlorine 3lb., 10/box		
100	10	Drager tubes, #501, fit test smoke tubes, 10/box		
101	20	Drager tubes, #6728791, Cyanide, 2... 15 mg., 10/box		
102	20	Drager tubes, #6722101, Acetic Acid, 5...80 ppm, 10/box		
103	20	Drager tubes, #CH20501, Ammonia, 5...70ppm, 10/box		
104	10	Drager tubes, #CH29801, Hydrogen Sulfide, 10/box		
105	10	Drager tubes, #6728311, Nitric Acid, 10/box		
106	400	Large punch can openers: Edlund model 50 Ni plated		
107	250	Shrink Wrap Goodwrappers brand Bemis 80 stretch film (.8 mil) (Roll)		

Request for bids (RFB 13-2282)

108	36	Shrink Wrap, Gale Wrap pre-stretched hand film 18" x 1500', (80 ga.) (Case)			
109	5,000	Zip ties, 14"			
110	150	ColorpHast pH test strips, EMD Chemicals, style: 9590-1, 100 strips/package			
111	192	EM Science Peroxide test strips 0-100 ppm, 100 strips/vial			
112	48	Whitman's starch, iodide paper, 7mm x 5m roll			
113	96	9" disposable pipets, 400/box			
114	48	10 x 75 culture tubes with rim, 3 ml, 250/box			
115	96	10 x 75 Pyrex 9800 char tubes with rim, 3 ml, 72/box			
116	960	Polypropylene drum thief 100 ml			
117	360	Rubbermaid spoonulas, 1931-00 (9.5") flat handles			
118	1,000	Rubbermaid spoonulas, 1934-00 (13.5") flat handles			
119	120	Rubbermaid spoonulas, 1938-00 (16.5") flat handles			
120	500	1-Gallon bucket dust bonnet, elastic			
121	500	5-Gallon bucket dust bonnet, elastic			

Request for bids (RFB 13-2282)

122	500	55-Gallon drum dust bonnet, elastic			
123	200	Respirator pouches 10" x 8" x 6.5" with snaps			
124	100	Nylon belt with locking buckle for respirator pouches			
125	10	Sensodyne Respifit smoke tube pump			
126	10	Cal Gas 103 L, Isobutylene – 100ppm/air, 103-70-2			
127	4	Ammonia 25ppm/N2, 58 Liter, 58-50-1			
128	4	Chlorine 5ppm/N2, 58Liter, 58-70-5			
129	6	QUAD-MIX; H2S 10 ppm - CO 35 ppm - Pentane 0.14% - O2 18%/N2, 58-60-9			
Total Bid Amount					\$
Total Bid Amount (in words)					

For purchase of products not on the bid list, bidder offers the following percentage discount from list prices: _____

Escalation clause Metro expects firm pricing for the first two years of the contract. Changes to unit pricing must be submitted in writing to the Project Manager of the Parks and Environmental Services contract within 45 days of the contract expiration date. Increases may only occur with the express written approval of Metro. Indicate any formula for annual price increases after the first two years of the contract. This formula may include but not be limited to factors such as CPI, fuel costs. In no case shall additional profit be part of the formula: _____



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503-797-1700

Request for bids (RFB 13-2282)

Extension of Pricing to Other Jurisdictions - Pursuant to ORS 279A and the Metro public contract code, Metro participates in an Intergovernmental Cooperative Purchasing program by which other public agencies shall have the ability to purchase the goods and services under the terms and conditions of this awarded contract. Any such purchases shall be between the Contractor and the participating public agency and shall not impact the Contractor's obligation to Metro under this agreement. Any estimated purchase volumes listed herein do not include volumes for other public agencies, and Metro makes no guarantee as to their participation in any purchase. Any bidder may decline to extend the prices and terms of this solicitation to any or all other public agencies upon execution of this contract. Unless the bidder specifically declines to participate in the program by marking the box below, the bidder agrees to participate in the Intergovernmental Cooperative Purchasing program. **Bidder declines to participate in the Intergovernmental Cooperative Purchasing program as indicated by the following initials _____.**

If any of the items listed on the Bid Schedule contain recycled product, the bidder shall complete the Certificate of Compliance for Recycling and specify the amounts of such product. If no attachment is included, the amount of recycled product in the items listed will be considered to be zero for the purpose of this bid. Metro reserves the right to reject any or all bids.

STANDARD AGREEMENT

Bidder has reviewed the Standard Agreement, Exhibit A, and understands that proposed exceptions and alternative clauses per the Notice to All Bidders, must be provided at time of bid submission, as indicated by the following initials _____. Attach additional pages, if needed.

Bidder signature

Print Name of Bidder _____

Print Name of Company _____

Signature _____

Print Name and Title _____



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Request for bids (RFB 13-2282)

BOND NO. _____

AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENT, that _____
_____ hereinafter called the PRINCIPAL, and _____

a corporation duly organized under the laws of the State of _____ having its principal place of business at _____ in the state of _____, and authorized to do business in the state of Oregon, as SURETY, are held and firmly bound unto _____ hereinafter called the OBLIGEE, in the penal sum of _____ DOLLARS (\$ _____), for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS PRINCIPAL IS SUCH THAT:

WHEREAS the PRINCIPAL is herewith submitting a **BID FOR** _____ said Bid, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE, if the Bid submitted by the PRINCIPAL is accepted, and the Contract awarded to the PRINCIPAL, and if the PRINCIPAL shall execute the proposed Contract and shall furnish any bond(s) required by the Contract Documents within the time fixed by the Documents, then this obligation shall be void; if the PRINCIPAL shall fail to execute the proposed Contract and furnish the bond(s), the SURETY hereby agrees to pay to the OBLIGEE the penal sum as liquidated damages, within ten (10) days of such failure.

Signed and sealed this _____ day of _____, 20____.

By: _____
PRINCIPAL

By: _____
Attorney-in-Fact

Request for bids (RFB 13-2282)

CERTIFICATE OF COMPLIANCE FOR RECYCLING

I, the undersigned duly authorized representative of the Bidder, hereby certify that the products offered in this bid contain the following minimum percentages:

- (A) _____ Percentage of post-consumer waste as defined in
ORS 279A.010(s) (formerly ORS 279.545(1))
- (B) _____ Percentage of secondary waste materials as defined in
ORS 279A.010 (hh) (formerly ORS 279.545(6))

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

DEFINITIONS:

ORS 279A.010(s): "'Post Consumer Waste' means a finished materials that 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' is defined as 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."

I, the undersigned duly authorized representative of the bidder, understand that the bid must be signed in ink by the bidder or an authorized representative of the bidder and that any alterations or erasures must be initialed in ink by the person signing the bid. Further, I acknowledge that I have read and understand all bid instructions, specifications, terms and conditions (including the attachments indicated above and agree, on behalf of myself and the bidder to be bound by them.

I, the undersigned duly authorized representative of the bidder certify that the information provided in this bid is true and accurate. Further, I understand and acknowledge that providing incorrect or incomplete information may be cause for bid rejection or contract termination.

Signature: _____

Title: _____

Company: _____

Telephone: _____



600 NE Grand Ave.
Portland, OR 97232-2736
503-797-1700

Goods and Supply Contract

Metro Contract No. XXXXXX

SAMPLE For Goods and Supply Contracts over \$50,000

This Contract is entered into between Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, whose address is 600 NE Grand Avenue, Portland, Oregon 97232-2736, and Company Name whose address is Street, City State Zip, hereinafter referred to as the "Contractor".

TERM OF CONTRACT

The term of this Contract shall be for the period commencing Month XX, 201X, through and including Month XX, 201X, unless terminated or extended as provided in this Contract. IF CONTRACT IS SUBJECT TO RENEWAL OR EXTENSION, INCLUDE SUCH LANGUAGE i.e. This agreement may be renewed or extended for XX additional one-year periods at Metro's sole discretion.

CONTRACT SUM AND TERMS OF PAYMENT

Metro shall compensate the Contractor for goods supplied as described in Attachment A. Metro shall not be responsible for payment of any materials, expenses or costs other than those which are specifically included in Attachment A in an amount not to exceed XXXXXXXXXX and XX/100ths Dollars (\$XXXXXXX.XX). Payment shall be on a unit price only for those goods received in an acceptable condition to Metro. Contractor's billing invoices shall include the Metro contract number, Contractor name, remittance address, invoice date, invoice number, invoice amount, tax amount (if applicable), and an itemized statement of items purchased. Contractor's billing invoices shall be sent to Metro Accounts Payable, 600 NE Grand Avenue, Portland, OR 97232-2736 or metroaccountspayable@oregonmetro.gov. The Metro contract number shall be referenced in the email subject line. Contractor's billing invoices for goods supplied through June 30 shall be submitted to Metro by July 15. Payment shall be made by Metro on a Net 30 day basis upon approval of Contractor invoice.

ATTACHMENT A - Unit Pricing of Goods

Attachment A shall describe the goods purchased under this agreement. Contractor understands and expressly agrees that not all items in Attachment A will be needed. Metro shall have complete discretion to select only those goods needed at the time.

ATTACHMENT B - Delivery and Service Requirements

Delivery shall be to Metro at the designated point f.o.b. as set forth in Attachment B or at Metro docks if no designated point is expressly listed in Attachment B, which is incorporated by this reference as if set forth in full. Metro shall have the right to reject any and all goods or services upon inspection. All other service requirements, including time and place of delivery shall be in accordance with Attachment B.

Intergovernmental Cooperative Agreement (REMOVE THIS SECTION IF SOLICITATION WAS INFORMAL) – Pursuant to ORS 279A and the Metro public contract code, Metro participates in an Intergovernmental Cooperative Purchasing program by which other public agencies shall have the ability to purchase the goods and services under the terms and conditions of this awarded contract. Any such purchases shall be between the Contractor and the participating public agency and shall not impact the Contractor's obligation to Metro under this agreement. Any estimated purchase volumes listed herein do not include volumes for other public agencies, and Metro makes no guarantee as to their participation in any purchase. Any Contractor may decline to extend the prices and terms of this solicitation to any or all other public agencies upon execution of this contract. Unless the Contractor specifically declines to participate in the program by marking the box below, the Contractor agrees to participate in the Intergovernmental Cooperative Purchasing program. **Contractor declines to participate in the Intergovernmental Cooperative Purchasing program as indicated by the following initials**

_____.

ALL TERMS ON THE REVERSE SIDE OF THIS DOCUMENT AND OTHER PROCUREMENT DOCUMENTS ARE HEREBY INCORPORATED AS A PART OF THIS AGREEMENT.

CONTRACTOR

METRO

By _____

By _____

Print Name _____

Print Name _____

Date _____

Date _____



600 NE Grand Ave.
Portland, OR 97232-2736
503-797-1700

Goods and Supply Contract

Metro Contract No. XXXXXX

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I: ATTACHMENT A

CONTRACTOR shall deliver to METRO the goods described attached hereto as Attachment A (Unit Pricing of Goods). All goods shall be of excellent quality.

ARTICLE II: ATTACHMENT B

Title to materials purchased hereunder shall pass to Metro f.o.b. at the designated point in Attachment B (Delivery and Service Requirements), or if not provided for, at the designated Metro docks.

ARTICLE III: LIABILITY AND INDEMNITY

CONTRACTOR is an independent contractor and assumes full responsibility for its performance and assumes full responsibility for all liability for bodily injury or physical damage to persons or property arising out of or related to this Contract, and shall indemnify, defend and hold harmless METRO, its elected officials, officers, employees and agents, from any and all claims, demands, damages, actions, losses and expenses arising out of or in any way connected with its performance of this Contract. CONTRACTOR is solely responsible for paying CONTRACTOR's subcontractors and nothing contained herein shall create or be construed to create any contractual relationship between any subcontractor(s) and METRO. CONTRACTOR is responsible for the acts and omissions of its' agents, employees, subcontractors and/or representatives and for all claims.

ARTICLE IV: TERMINATION

METRO may terminate this Contract upon giving CONTRACTOR seven (7) days written notice. In the event of termination, CONTRACTOR shall be entitled to payment for goods received prior to the date of termination. METRO shall not be liable for any indirect or consequential, or any other damages whatsoever. Termination by METRO shall not waive any claim or remedies it may have against CONTRACTOR.

ARTICLE V: INSURANCE

CONTRACTOR shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents: 1) The most recently approved ISO (Insurance Services Office) Commercial General Liability policy, or its equivalent, written on an occurrence basis, with limits not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. The policy will include coverage for bodily injury, property damage, personal injury, contractual liability, premises and products/completed operations. Contractor's coverage will be primary as respects Metro; 2) Automobile insurance with coverage for bodily injury and property damage and with limits not less than minimum of \$1,000,000 per occurrence; 3) Workers' Compensation insurance meeting Oregon statutory requirements including Employer's Liability with limits not less than \$500,000 per accident or disease; and 4) If required by the Scope of Work, Professional Liability Insurance, with limits of not less than \$1,000,000 per occurrence, covering personal injury and property damage arising from errors, omissions or malpractice.

Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS on Commercial General Liability and Automobile policies. CONTRACTOR shall provide to Metro 30 days notice of any material change or policy cancellation. CONTRACTOR shall provide Metro with a Certificate of Insurance complying with this article upon return of the CONTRACTOR signed agreement to Metro. Certificate of Insurance shall identify the Metro contract number. CONTRACTOR shall not be required to provide the liability insurance described in this Article only if an express exclusion relieving CONTRACTOR of this requirement is contained in the Scope of Work.

ARTICLE VI: PUBLIC CONTRACTS

All applicable provisions of ORS Chapters 187 and 279A &B, and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if such provision were a part of this Agreement, including, but not limited to, ORS 279B.220 to 279B.235.

ARTICLE VII: MODIFICATIONS

Metro may approve changes and modifications to the original contract, including deletions of work, order of additional materials, and additional services reasonably related to the original work scope. Contractor may propose changes in the work that Contractor believes are necessary, will result in higher quality work, improve safety, decrease the amount of the contract, or otherwise result in a better or more efficient work product. If such changes are approved by Metro, they shall be executed by written contract amendment signed by both parties. Such changes shall not relieve Contractor of any obligation or warranty under the contract. No oral statements by either party shall modify or affect the terms of the contract.

ARTICLE VIII: QUALITY OF GOODS

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of excellent quality. All workers and subcontractors shall be skilled in their trades. CONTRACTOR guarantees all work against defects in material or workmanship for a period of one (1) year from the date of acceptance or final payment by METRO, whichever is later. All guarantees and warranties of goods furnished to CONTRACTOR or subcontractors by any manufacturer or supplier shall be deemed to run to the benefit of METRO.

In addition to any express warranties provided by the CONTRACTOR, all implied warranties covered by ORS Chapter 72 shall apply to any goods provided under this contract, and are hereby expressly not disclaimed.



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Goods and Supply Contract

Metro Contract No. XXXXXX

ARTICLE IX: SAFETY

If services of any nature are to be performed in connection with the providing goods pursuant to this agreement, CONTRACTOR shall take all necessary precautions for the safety of employees and others in the vicinity of the services being performed and shall comply with all applicable provisions of federal, state and local safety laws and building codes, including the acquisition of any required permits. All applicable MSD sheets shall accompany the goods.

ARTICLE X: RIGHT TO WITHHOLD PAYMENTS

METRO shall have the right to withhold from payments due CONTRACTOR such sums as necessary, in METRO's sole opinion, to protect METRO against any loss, damage or claim which may result from CONTRACTOR's performance or failure to perform under this agreement or the failure of CONTRACTOR to make proper payment to any suppliers or subcontractors.

ARTICLE XI: COMPLIANCE

CONTRACTOR shall comply with federal, state and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, non-discrimination, safety and health, environmental protection, waste reduction and recycling, fire protection, permits, fees and similar subjects.

ARTICLE XII: INTEGRATION OF CONTRACT DOCUMENTS

All of the provisions of any bidding documents including, but not limited to, the Advertisement for Bids, General and Special Instructions to Bidders, Proposal, Scope of Work, and Specifications which were utilized in conjunction with the bidding of this Contract are hereby expressly incorporated to reference. Otherwise, this Contract represents the entire and integrated agreement between METRO and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written oral. This Contract may be amended only by written instrument signed by both METRO and CONTRACTOR. The law of the state of Oregon shall govern the construction and interpretation of this Contract.

ARTICLE XIII: SITUS

The situs of this Agreement is Portland, Oregon. Any litigation over this agreement shall be governed by the laws of the State of Oregon and shall be conducted in the Circuit Court of the state of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

ARTICLE XV: ASSIGNMENT

CONTRACTOR shall not assign any rights or obligations under or arising from the Contract without prior written consent from METRO, consent shall not be unreasonably withheld.

ARTICLE XV: OWNERSHIP OF DOCUMENTS AND MAINTENANCE OF RECORDS

All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by CONTRACTOR pursuant to this agreement are the property of METRO and it is agreed by the parties hereto that such documents are works made for hire. CONTRACTOR does hereby convey, transfer and grant to METRO all rights of reproduction and the copyright to all such documents.

- A. Contractor and subcontractors shall maintain all fiscal records relating to such contracts in accordance with generally accepted accounting principles. In addition, Contractor and subcontractors shall maintain any other records necessary to clearly document:
1. The performance of the contractor, including but not limited to the contractor's compliance with contract plans and specifications, compliance with fair contracting and employment programs, compliance with Oregon law on the payment of wages and accelerated payment provisions; and compliance with any and all requirements imposed on the contractor or subcontractor under the terms of the contract or subcontract;
 2. Any claims arising from or relating to the performance of the contractor or subcontractor under a public contract;
 3. Any cost and pricing data relating to the contract; and
 4. Payments made to all suppliers and subcontractors.
- B. Contractor and subcontractors shall maintain records for the longer period of (a.) six years from the date of final completion of the contract to which the records relate or (b.) until the conclusion of any audit, controversy or litigation arising out of or related to the contract.
- C. Contractor and subcontractors shall make records available to Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor, within the boundaries of the Metro region, at reasonable times and places regardless of whether litigation has been filed on any claims. If the records are not made available within the boundaries of Metro, the Contractor or subcontractor agrees to bear all of the costs for Metro employees, and any necessary consultants hired by Metro, including but not limited to the costs of travel, per diem sums, salary, and any other expenses that Metro incurs, in sending its employees or consultants to examine, audit, inspect, and copy those records. If the Contractor elects to have such records outside these boundaries, the costs paid by the Contractor to Metro for inspection, auditing, examining and copying those records shall not be recoverable costs in any legal proceeding.



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Goods and Supply Contract

Metro Contract No. XXXXXX

D. Contractor and subcontractors authorize and permit Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor, to inspect, examine, copy and audit the books and records of Contractor or subcontractor, including tax returns, financial statements, other financial documents and any documents that may be placed in escrow according to any contract requirements. Metro shall keep any such documents confidential to the extent permitted by Oregon law, subject to the provisions of section E.

E. Contractor and subcontractors agree to disclose the records requested by Metro and agree to the admission of such records as evidence in any proceeding between Metro and the Contractor or subcontractor, including, but not limited to, a court proceeding, arbitration, mediation or other alternative dispute resolution process.

F. Contractor and subcontractors agree that in the event such records disclose that Metro is owed any sum of money or establish that any portion of any claim made against Metro is not warranted, the Contractor or subcontractor shall pay all costs incurred by Metro in conducting the audit and inspection. Such costs may be withheld from any sum that is due or that becomes due from Metro.

G. Failure of the Contractor or subcontractor to keep or disclose records as required by this document or any solicitation document may result in disqualification as a bidder or proposer for future Metro contracts as provided in ORS 279B.130 and Metro Code Section 2.04.070(c), or may result in a finding that the Contractor or subcontractor is not a responsible bidder or proposer as provided in ORS 27B9.110 and Metro Code Section 2.04.052.

ARTICLE XV: SEVERABILITY

The parties agree that any provision of this Contract that is held to be illegal, invalid, or unenforceable under present or future laws shall be fully severable. The parties further agree that this Contract shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never been a part of them and the remaining provisions of the Contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Contract. Furthermore, a provision as similar to the illegal, invalid, or unenforceable provision as is possible and legal, valid and enforceable shall be automatically added to this Contract in lieu of the illegal, invalid, or unenforceable provision. Any failure by METRO to enforce a provision of the Contract is not to be construed as a waiver by METRO of this right to do so.

ARTICLE XVI: COUNTERPARTS

This Contract may be executed in counterparts or multiples, any one of which will have the full force of an original.

ARTICLE XVII: DELIVERY OF NOTICES

Any notice, request, demand, instruction, or any other communications to be given to any party hereunder shall be in writing, sent by registered or certified mail or fax as follows:

To Contractor: Contractor Contact
 Firm Name
 Address
 City State Zip
 XXX-XXX-XXXX fax

To Metro: Project Manager Name
 Metro
 600 NE Grand Ave
 Portland, Oregon 97232
 503-XXX-XXXX fax



600 NE Grand Ave.
 Portland, OR 97232-2736
 503-797-1700

Goods and Supply Contract

Metro Contract No. XXXXXX

Sample Contract: ATTACHMENT A Unit Pricing of Goods

Attachment A described the goods purchased under this agreement. It is expressly understood that not all items in Schedule A will be needed. Metro shall have complete discretion to select only those goods and amounts needed at the time.

Item	Measurement	Amount	Comments

Escalation Clause, if applicable: XXXXXXXXX IF PRICE IS SUBJECT TO CHANGE IN THE FUTURE, PLEASE CONTACT PROCUREMENT SERVICES FOR ASSISTANCE ON LANGUAGE ON PRICE ADJUSTMENTS – THIS SHOULD HAVE BEEN REQUESTED IN SOLICITATION

Unit pricing: Unit pricing may increase with the express written approval of Metro.

Recycled Content: Please specify the exact or minimum percentage of recycled content in all products, plus the post consumer and secondary waste content of the products. DELETE THIS SECTION IS NOT APPLICABLE

Item	Percentage of Recycled Content	Post Consumer	Secondary

**Sample Contract: ATTACHMENT B
Delivery and Service Requirements**

Delivery Dates: XXXXXXXXXXXXXXX

Delivery Time: XXXXXXXXXXXXXXX

Delivery Location: XXXXXXXXXXXXXXXXXXX

Requirements include:

XXXXXXXXXXXXXXXXXXXXXXXX