



**METRO**

PEOPLE PLACES

OPEN SPACES

RFP 10-1505

PERSONAL PROTECTIVE EQUIPMENT AND SUPPLIES

**Solid Waste Operations**

600 N.E. Grand Avenue  
PORTLAND, OR 97232  
(503) 797-1700

**Project Manager:**

Mike Amodeo  
Safety Specialist  
(503) 797-1937

[mike.amodeo@oregonmetro.gov](mailto:mike.amodeo@oregonmetro.gov)

**Procurement Analyst:**

Karen Slusarenko, CPPB  
(503) 797-1809

[Karen.Slusarenko@oregonmetro.gov](mailto:Karen.Slusarenko@oregonmetro.gov)

Notice is hereby given that proposals for RFP 10-1505 for: Personal Protective Equipment and Supplies shall be received by Metro, 600 N.E. Grand Avenue, Portland OR 972327 until 3:00 p.m., October 2, 2009. It is the sole responsibility of the proposer to ensure that Metro receives the Proposal by the specified date and time. All late Proposals shall be rejected. PROPOSERS SHALL REVIEW ALL INSTRUCTIONS AND CONTRACT TERMS AND CONDITIONS.

# Request for Proposals

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For

**Personal Protective Equipment and Supplies**

**I. INTRODUCTION**

The Solid Waste Operations Department of Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 NE Grand Avenue, Portland, OR 97232-2736, is requesting proposals for Personal Protective Equipment and Supplies. Proposals will be due no later than 3:00 p.m., October 2, 2009, in Metro's business offices at 600 NE Grand Avenue, Portland, OR 97232-2736. Details concerning the project and proposal are contained in this document.

**II. BACKGROUND/HISTORY OF PROJECT**

Metro contracts with vendors to provide personal protective equipment and supplies for its Solid Waste Operations Department. This equipment is used in two household hazardous waste facilities and a latex paint recycling facility. Personal protective equipment consists of clothing items such as protective coveralls, aprons, gloves, hoods and overshoes. Additional personal protective equipment includes respirators and respirator replacement parts, ear plugs and safety glasses. Supplies consist of both safety related items and operational equipment necessary to our operations. Supplies include such items as calibration gases for air monitoring equipment, spill clean-up supplies, laboratory supplies, and a variety of miscellaneous tools and equipment.

**III. PROPOSED SCOPE OF WORK/SCHEDULE**

Metro is seeking proposals from qualified firms to perform the following services and to deliver the products described: See Scope of Work - Attachment A

**IV. QUALIFICATIONS/EXPERIENCE**

Proposers shall have the following experience:

- (1) 5 years providing personal protective equipment and safety supplies to larger clients in both the public and private sector.
- (2) Demonstrated product knowledge as it applies to products identified in the Scope Of Work.

# Request for Proposals

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## V. PROJECT ADMINISTRATION

1. Metro project manager:

Mike Amodeo  
Safety Specialist  
Metro  
600 NE Grand Ave., Portland, 97232  
phone 503 797-1937 / fax 503 813-7501  
[mike.amodeo@oregonmetro.gov](mailto:mike.amodeo@oregonmetro.gov)

2. Metro Central Household Hazardous Waste primary contact:

Kari Meyer  
Hazardous Waste Specialist  
Metro - Central Hazardous Waste  
6161 NW 61st Ave., Portland, OR 97210  
phone 503 223-8133 / fax 503 223-8020  
[kari.meyer@oregonmetro.gov](mailto:kari.meyer@oregonmetro.gov)

3. Metro South Household Hazardous Waste primary contact:

Enrique Vargas  
Hazardous Waste Technician  
Metro - South Hazardous Waste  
2001 Washington St., Oregon City, OR 97045  
phone 503 655-0330 / fax 503 655-2699  
[enrique.vargas@oregonmetro.gov](mailto:enrique.vargas@oregonmetro.gov)

4. Metro Latex Paint primary contact:

David Schaleger  
Latex Operations Technician  
Metro – Latex Paint  
4528 NE Basin, Portland, OR 97217  
phone 503 289-0047 / fax 503 289-2368  
[david.schaleger@oregonmetro.gov](mailto:david.schaleger@oregonmetro.gov)

# Request for Proposals

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## VI. PROPOSAL INSTRUCTIONS

### A. Submission of Proposals

4 copies of the proposal shall be furnished to Metro, addressed to:

Finance & Regulatory Services  
600 NE Grand Avenue  
Portland, OR 97232-2736  
Attn: Karen Slusarenko, CPPB

### B. Deadline

Proposals will not be considered if received after 3:00 p.m., October 2, 2009.

### C. RFP as Basis for Proposals:

This Request for Proposals represents the most definitive statement Metro will make concerning the information upon which Proposals are to be based. Any verbal information which is not addressed in this RFP will not be considered by Metro in evaluating the Proposal. All questions relating to this RFP should be addressed to Mike Amodeo at (503) 797-1937 or e-mail to [mike.amodeo@oregonmetro.gov](mailto:mike.amodeo@oregonmetro.gov). Any questions, which in the opinion of Metro, warrant a written reply or RFP amendment will be furnished to all parties receiving this RFP. Metro will not respond to questions received after 4:00 p.m., September 25, 2009.

### D. Information Release

All Proposers are hereby advised that Metro may solicit and secure background information based upon the information, including references, provided in response to this RFP. By submission of a proposal all Proposers agree to such activity and release Metro from all claims arising from such activity. In Accordance with Oregon Public Records Law (ORS 192), proposals submitted will be considered part of the public record, except to the extent they are exempted from disclosure.

### E. Minority, Women and Emerging Small Business Program

In the event that any subcontracts are to be utilized in the performance of this agreement, the Proposer'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. Copies of these MWESB requirements are available from the Metro Procurement Office, 600 NE Grand Avenue Portland, OR 97232, (503) 797-1816.

# Request for Proposals

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## VII. PROPOSAL CONTENTS

The proposal should contain not more than 7 pages of written material (excluding biographies and brochures, which may be included in an appendix), describing the ability of the consultant to perform the work requested, as outlined below. The proposal should be submitted on recyclable, double-sided recycled paper (post consumer content). No waxed page dividers or non-recyclable materials should be included in the proposal.

- A. Transmittal Letter: Indicate who will be assigned to the account, who will be account manager, and that the proposal will be valid for ninety (90) days.

-- 1 page

- B. Approach/Project Work Plan: Describe how the proposer will receive orders from Metro, process the orders and inform Metro Primary Contacts regarding order status. Describe how the proposer will address orders for any items on back-order. Describe the proposers primary means of delivering orders to Metro facilities and the method for obtaining confirmation of order delivery.

-- 1 page

- C. Account Manager Designation: Identify specific personnel assigned to major account tasks, their roles in relation to the work required, percent of their time on the account, and special qualifications they may bring to the account. Include resumes of individuals proposed for this contract.

-- 1 page

- D. Experience: Indicate how your firm meets the experience requirements listed in section IV. of this RFP. List major accounts over the past five years which involved services similar to the services required here. For each of these other accounts, include the name of the customer contact person, his/her title, role and contact information. Identify persons on the proposed account team who worked on each of the other accounts listed, and their respective roles.

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# Request for Proposals

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- E. Cost/Budget: Present the proposed cost of the project and the proposed method of compensation. List hourly rates for personnel assigned to the project, total personnel expenditures, support services, and subconsultant fees (if any). Requested expenses should also be listed.

-- 1 page

- F. Diversity in Employment and Contracting: Diversity in employment and contracting demonstrated by use of MWESB sub-contractors and suppliers, company policies on employee and supplier diversity, and a proven track record of promoting opportunities for small business.

-- 1 page

- G. Exceptions and Comments: To facilitate evaluation of proposals, all responding firms will adhere to the format outlined within this RFP. Firms wishing to take exception to, or comment on, any specified criteria within this RFP are encouraged to document their concerns in this part of their proposal. Exceptions or comments should be succinct, thorough and organized.

-- 1 page

## VIII. GENERAL PROPOSAL/CONTRACT CONDITIONS

- A. Limitation and Award: This RFP does not commit Metro to the award of a contract, nor to pay any costs incurred in the preparation and submission of proposals in anticipation of a contract. Metro reserves the right to waive minor irregularities, accept or reject any or all proposals received as the result of this request, negotiate with all qualified sources, or to cancel all or part of this RFP.
- B. Billing Procedures: Proposers are informed that the billing procedures of the selected firm are subject to the review and prior approval of Metro before reimbursement of services can occur. Contractor's invoices shall include an itemized statement of the work done during the billing period, and will not be submitted more frequently than once a month. Metro shall pay Contractor within 30 days of receipt of an approved invoice.

# Request for Proposals

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- C. Validity Period and Authority: The proposal shall be considered valid for a period of at least ninety (90) days and shall contain a statement to that effect. The proposal shall contain the name, title, address, and telephone number of an individual or individuals with authority to bind any company contacted during the period in which Metro is evaluating the proposal.
- D. Conflict of Interest. A Proposer filing a proposal thereby certifies that no officer, agent, or employee of Metro or Metro has a pecuniary interest in this proposal or has participated in contract negotiations on behalf of Metro; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer for the same call for proposals; the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.
- E. Equal Employment and Nondiscrimination Clause 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](http://www.oregonmetro.gov).
- F. Intergovernmental Cooperative Agreement 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 Proposer 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 Proposer specifically declines to participate in the program by marking the box on the contract declining to participate, the Proposer agrees to participate in the Intergovernmental Cooperative Purchasing program.

# Request for Proposals

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## IX. EVALUATION OF PROPOSALS

- A. Evaluation Procedure: Proposals received that conform to the proposal instructions will be evaluated. The evaluation will take place using the evaluation criteria identified in the following section. Interviews may be requested prior to final selection.
- B. Evaluation Criteria: This section provides a description of the criteria which will be used in the evaluation of the proposals submitted to accomplish the work defined in the RFP.

	Percentage of Total Score
— Account Work Plan/Approach	
1. Performance methodology	15
— Organizational/Staffing Experience	
1. Experience providing similar products and services	10
2. Experience of proposed account representatives	10
3. Reference checks	10
— Diversity	
1. Contracting/Employment	10
— Budget/Cost Proposal	
1. Total Cost (taken from Scope Of Work)	45
	100%

## X. 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 Darin Matthews, Procurement Officer, 600 NE Grand, Portland, Oregon 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.

# Request for Proposals

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## XI. NOTICE TO ALL PROPOSERS -- STANDARD AGREEMENT

The attached Goods and Supply Contract is a standard agreement approved for use by the Office of Metro Attorney. This is the contract the successful Proposer will enter into with Metro; it is included for your review prior to submitting a proposal.

# Scope of Work – Attachment A

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Metro Contract No. RFP 10-1505

## 1. Description of the Scope of Work

A. This is a two-year Goods & Supply Contract with an option to renew, by amendment, for an additional twelve (12) month term. Upon an order placed by Metro, Contractor shall supply Metro with the personal protective equipment, materials and supplies as listed below. The quantities of equipment, materials and supplies are the estimated total quantities required during the term of the contract. Metro does not guarantee any minimum or maximum quantity. The unit price shall apply to whatever quantity is actually ordered by Metro during the term of the contract. Metro cannot predict the amount of any individual order, and the following items may be ordered weekly, monthly, or with varying frequency.

B. The Unit Price List is divided into five sections. The Contractor may quote prices on one, more than one, or all of the sections listed. Metro may award more than one contract.

C. "Approved Equal", In order to establish a basis of quality, certain equipment, or kinds of materials may be specified, either by description 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 Proposer proposes to furnish an item, process or material which it claims to be of equal utility to the one designated, then:

1. Proposer shall submit to Metro, in care of the Project Manager, a sample of the product and a written statement describing it together with supporting data and details sufficient to permit Metro to evaluate the same, prior to the proposal due date and time.

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.

## Scope of Work – Attachment A

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2. Metro may require demonstration, additional tests, and additional data, all to be supplied at the expense of the Proposer.
  3. Metro may in its sole discretion determine if an item submitted as an alternate or approved equal is “equal” or “equivalent”.
  4. Metro will evaluate items submitted as an alternated or approved equal after the proposal due date. If Metro determines that an item submitted as an alternate or approved equal is acceptable as such, Metro will notify the proposer that said item may be substituted.
- D. Proposer is required to put unit prices on the Unit Price List below.
- E. All prices shall be F.O.B. delivered to Metro facilities shown below. Prices are all inclusive and Metro shall not be responsible or provide reimbursement of incurred shipping charges. Reimbursement for shipping charges incurred for “special order” items are subject to prior approval by the Metro Project Manager.
- F. Contractor shall deliver equipment, materials and supplies to Metro facilities on an as-needed basis. Contractor shall deliver materials/supplies to Metro facilities within ten (10) business days of Metro's request.
- G. Delivery shall be to the following Metro facilities:
- Metro South Household Hazardous Waste Facility  
2001 Washington Street  
Oregon City, OR 97045
- Metro Latex Paint Recycling Facility  
4825 N. Basin  
Portland, OR 97217
- Metro Central Household Hazardous Waste Facility  
6161 NW 61st  
Portland, OR 97210
- H. In the event Metro opens an additional household hazardous waste facility, an additional latex paint recycling facility, and/or obtains a warehouse within the Portland metropolitan area. Contractor shall also deliver materials/supplies to those facilities as directed by Metro.

## Scope of Work – Attachment A

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- I. Contractor shall obtain a written request signed by designated Metro staff, for all materials/ supplies delivered to Metro pursuant to this Contract. Contractor may not invoice Metro for any materials/supplies for which Contractor does not have written proof of receipt properly signed by designated Metro staff.
- J. Contractor shall maintain a local sales warehouse, adequately staffed to support sales and delivery operations from 8:00 a.m. to 5:00 p.m. daily, excluding weekends and national holidays.
- K. Contractor shall be capable of providing comprehensive delivery service during the above hours and days. Upon written approval of the Metro Facility Supervisor, deliveries may be made outside of stated hours, but within normal business hours for a specific Metro facility. This may be accomplished either in-house or through written agreement with an established delivery service, such as UPS, RPS, Airborne, etc.
- L. Contractor shall maintain at least one location in the greater Portland Metropolitan area, which provides “will call” service from 8:00 a.m. to 5:00 p.m. daily, excluding weekends and national holidays.
- M. Contractor shall maintain an accurate, current catalog of parts, equipment, materials and supplies offered, and be capable of providing immediate compatibility, pricing, and availability information regarding each item listed.
- N. Contractor shall provide Metro with product specifications, compatibility charts, etc. for each item ordered (initial order only).

## 2. Payment and Billing

Each of Metro's payments to Contractor shall equal the percentage of the work Contractor accomplished during the billing period. Contractor's billing statements will include an itemized statement of work done and expenses incurred during the billing period, will not be submitted more frequently than once a month, and will be sent to Metro, Attention: Accounts Payable, 600 NE Grand Avenue, Portland, OR 97232-2736. Metro will pay Contractor within 30 days after invoice date or within 15 days after invoice approval.

## Scope of Work – Attachment A

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### 3. Unit Price List

Contractor is required to put unit prices on this Unit Price list.

In this Unit Price list the "number of Units" shall mean the estimated quantity required during the term of the contract; this term does not indicate or guarantee any minimum or maximum quantity. The unit price will apply to whatever quantity is actually ordered by Metro during the term of the contract. Metro cannot predict the amount of any individual order, and the following items may be ordered weekly, monthly, or with varying frequency.

**Note:** To propose an item as an "**approved equal**", please see section 1; paragraph C above.

# Scope of Work – Attachment A

SECTION #1					
Item	Description of item	Number of Units	Type of Units	Unit Price	Extended Price
1.1	<b>Tyvek coveralls, DuPont Tyvek, Style: TY120S (25/case)</b>				
	Small	525	each		
	Medium	850	each		
	Large	2800	each		
	X-Large	3200	each		
	XX-Large	3500	each		
	3X-Large	1500	each		
	4X-Large	800	each		
1.2	<b>Tychem coveralls, DuPont Tychem QC Style: QC120S (12/case)</b>				
	Small	100	each		
	Medium	100	each		
	Large	200	each		
	X-Large	200	each		
	XX-Large	600	each		
	3X-Large	600	each		
	4X-Large	100	each		

# Scope of Work – Attachment A

<b>SECTION #1 (cont.)</b>					
Item	Description of item	Number of Units	Type of Units	Unit Price	Extended Price
1.3	<b>Tychem coveralls, Dupont Tychem F, style: TF169T (6/case)</b>				
	Small	50	each		
	Medium	120	each		
	Large	200	each		
	X-Large	260	each		
	XX-Large	420	each		
	3X-Large	200	each		
	4X-Large	100	each		
1.4	<b>Tyvek hood, Dupont Tyvek, style: TY657S (100/case)</b>	500	each		
1.5	<b>Bouffant caps, Dupont Tyvek, 21" (regular) style: TY667S (250/case)</b>	3000	3ach		
1.6	<b>Silver Shield Sleeves, North, Silver Shield/4H, (19")</b>	1200	pair		
1.7	<b>Silver Shield Apron, North, Silver Shield/4H (50/case)</b>	1200	each		
1.8	<b>Tychem sleeves, DuPont Tychem QC style: QC500BOB (100/case)</b>	1500	pair		
1.9	<b>Tychem apron, DuPont Tychem QC style: QC237B (24/case)</b>	6000	each		
1.10	<b>Hazmat Over the Shoe Boot, Majestic, style: 8210</b>				
	Small	200	pair		
	Medium	1000	pair		
	Large	1000	pair		
	X-Large	1000	pair		
	XX-Large	2000	pair		
		<b>TOTAL SECTION #1: \$</b>			

# Scope of Work – Attachment A

SECTION #2					
Item	Description of item	Number of Units	Type of Units	Unit Price	Extended Price
2.1	<b>Touch N Tuff gloves, Ansell, style: 92-600</b> (100/box – 10box/case)				
	Small	20	box		
	Medium	560	box		
	Large	1160	box		
	X-Large	1000	box		
	XX-Large (if available)	200	box		
2.2	<b>Sol-Vex Nitrile gloves - 13" Unlined, 15 mil, Ansell, style: ANE 37-155</b>				
	Small (7)	100	pair		
	Medium (8)	1,000	pair		
	Large (9)	1,500	pair		
	X-Large (10)	1,500	pair		
	XX-Large (11)	1,000	pair		
2.3	<b>Sol-Vex Nitrile gloves - 15" Unlined, 22 mil, Ansell, style: ANE 37-165</b>				
	Large (9)	400	pair		
	X-Large (10)	400	pair		
	XX-Large (11)	400	pair		
2.4	<b>Polar Bear Plus lightweight cut-resistant gloves, Ansell, style: ANE 74-045</b>				
	Small (7)	50	pair		
	Medium (8)	75	pair		
	Large (9)	75	pair		
	X-Large (10)	75	pair		
	XX-Large (11)	75	pair		
2.5	<b>Leather work gloves, Wells Lamont, style: Y0123</b>				
	Small	50	pair		
	Medium	50	pair		
	Large	50	pair		
	X-Large	50	pair		

# Scope of Work – Attachment A

<b>SECTION #2 (cont.)</b>					
Item	Description of item	Number of Units	Type of Units	Unit Price	Extended Price
2.6	<b>Silver Shield gloves, North, Silver Shield/4H, style: SSG</b>				
	Size 7	200	pair		
	Size 8	300	pair		
	Size 9	1,000	pair		
	Size 10	1,500	pair		
	Size 11	1000	pair		
2.7	<b>Cotton/Poly string knit gloves, Majestic, style: 3805</b>				
	Small	500	pair		
	Medium	500	pair		
	Large	500	pair		
	X-Large	500	pair		
2.8	<b>Low Particulate Inspection Glove, Pip, style: 97-500J</b>	1000	pair		
2.9	<b>VersaTouch vinyl gloves, powder free, Ansell, style: 34-725 (100/box-10box/case)</b>				
	Small	2	box		
	Medium	4	box		
	Large	40	box		
	X-Large	40	box		
	XX-Large (if available)	8	box		
		<b>TOTAL SECTION #2: \$</b>			

# Scope of Work – Attachment A

<b>SECTION #3</b>					
Item	Description of item	Number of Units	Type of Units	Unit Price	Extended Price
3.1	Respirator, Full Facepiece, 3M, style: 6700	50	each		
3.2	Respirator, Full Facepiece, 3M, style: 6800	50	each		
3.3	Respirator, Full Facepiece, 3M, style: 6900	50	each		
3.4	P95 Particulate Respirator with Nuisance Level Organic Vapor Relief, 3M, style: 8577	100	each		
3.5	Lens cover, 3M, style: 6885/07142 (25/pack)	25	pack		
3.6	Inhalation Valve, 3M, style: 6893/07144(AAD)	200	each		
3.7	Inhalation Port Gasket, 3M, style: 6895/07145(AAD)	400	each		
3.8	Center Adapter Gasket, 3M, style: 6896	60	each		
3.9	Exhalation Valve, 3M, style 7583	200	each		
3.10	Cartridge/Filter - Multi Gas/Vapor/P100, 3M, style: 60926	2000	each		
3.11	Respirator Wipes, rubber/silicone compatible (100/box)	25	box		
3.12	Respirator Wipe, non-alcohol (100/box)	50	box		
3.13	Ear Plugs, Polyurethane foam, Howard Leight, style: Max-1 (NRR 33) (200 pair/box)	20	box		
3.14	Ear Plugs, Polyurethane foam, Howard Leight, style: LPF-1 (NRR 30) (200 pair/box)	20	box		
		<b>TOTAL SECTION #3: \$</b>			

# Scope of Work – Attachment A

<b>SECTION #4</b>					
<b>Item</b>	<b>Description of item</b>	<b>Number of Units</b>	<b>Type of Units</b>	<b>Unit Price</b>	<b>Extended Price</b>
4.1	Oil absorbent pads 18" x 18" (like Spilfyter)	10	bale		
4.2	Absorbent booms 3" x 4' (like Spilfyter)	6	each		
4.3	Drum top absorbent pads (55 gal. tighthead drum top mat) 25/case	5	case		
4.4	Drager tubes, #6728411, Chlorine 3lb., 10/box	20	box		
4.5	Drager tubes, #501, fit test smoke tubes, 10/box	10	box		
4.6	Drager tubes, #6728791, Cyanide, 2... 15 mg., 10/box	20	box		
4.7	Drager tubes, #6722101, Acetic Acid, 5...80 ppm, 10/box	20	box		
4.8	Drager tubes, #CH20501, Ammonia, 5...70ppm, 10/box	20	box		
4.9	Large punch can openers: Edlund model 50 Ni plated	400	each		
4.10	Shrink Wrap Goodwrappers brand Bemis 80 stretch film (.8 mil)	250	roll		
4.11	Shrink Wrap, Gale Wrap pre-stretched hand film 18" x 1500', (80 ga.)	36	case		
4.12	Zip ties, 14"	5000	each		
4.13	EM Science, Colorphast, Ph 0-14 test indicator strips, 100 strips/package	288	package		
4.14	EM Science Peroxide test strips 0-100 ppm, 100 strips/vial	192	vial		
4.15	Whitman's starch, iodide paper, 7mm x 5m roll	48	roll		
4.16	9" disposable pipets, 400/box	96	box		
4.17	10 x 75 culture tubes with rim, 3 ml, 250/box	48	box		
4.18	10 x 75 Pyrex 9800 char tubes with rim, 3 ml, 72/box	96	box		
4.19	Polypropylene drum thief 100 ml	960	each		
4.20	Rubbermaid spoonulas, 1931-00 (9.5") flat handles	360	each		
4.21	Rubbermaid spoonulas, 1934-00 (13.5") flat handles	1000	each		
4.22	Rubbermaid spoonulas, 1938-00 (16.5") flat handles	120	each		
4.23	1-Gallon bucket dust bonnet, elastic	500	each		
4.24	5-Gallon bucket dust bonnet, elastic	500	each		
4.25	55-Gallon drum dust bonnet, elastic	500	each		
4.26	Respirator pouches 10" x 8" x 6.5" with snaps	200	each		
4.27	Nylon belt with locking buckle for respirator pouches	100	each		
4.28	Sensodyne Respifit smoke tube pump	10	each		
		<b>TOTAL SECTION #4: \$</b>			

# Scope of Work – Attachment A

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SECTION #5					
Item	Description of item	Number of Units	Type of Units	Unit Price	Extended Price
5.1	Cal Gas 103 L, Isobutylene – 100ppm/air, 103-70-2	10	each		
5.2	Ammonia 25ppm/N2, 58 Liter, 58-50-1	4	each		
5.3	Chlorine 5ppM/N2, 58Liter, 58-70-5	4	each		
5.4	QUAD-MIX; H2S 10 ppm - CO 35 ppm - Pentane 0.14% - O2 18%/N2, 58-60-9	6	each		
		<b>TOTAL SECTION #5: \$</b>			

<b>TOTAL PROPSAL AMOUNT</b>	<b>\$</b>
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# Goods and Supply Contract

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**For Goods and Supply Contracts \$50,000 & Up**

Contract No. \_\_\_\_\_

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 \_\_\_\_\_ whose address is \_\_\_\_\_, hereinafter referred to as the "Contractor".

**TERM OF CONTRACT**

The term of this Contract shall be for the period commencing \_\_\_\_\_, 20\_\_\_\_, through and including \_\_\_\_\_, 20\_\_\_\_, unless terminated or extended as provided in this Contract.

**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 (written amount) \_\_\_\_\_ and \_\_\_\_\_/100 dollars (\$\_\_\_\_\_). Payment shall be on a unit price only for those goods received in an acceptable condition to Metro. Contractor's billing statements shall include an itemized statement of items purchased and shall be sent to Metro, ATTENTION: Accounts Payable, 600 NE Grand Avenue, Portland, OR 97232-2736. Metro will pay Contractor within 30 days of receipt of an approved billing statement.

**ATTACHMENT A (Unit Pricing of Goods)**

Attachment A shall describe the goods (food and/or other supplies) 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.

# Goods and Supply Contract

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**Intergovernmental Cooperative Agreement** (Requires competitive solicitation) – 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 Proposer 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 Proposer specifically declines to participate in the program by marking the box below, the Proposer agrees to participate in the Intergovernmental Cooperative Purchasing program.

**Proposer declines to participate in Intergovernmental Cooperative Purchasing.**

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

CONTRACTOR

METRO

Signature\_\_\_\_\_

Signature\_\_\_\_\_

Date\_\_\_\_\_

Date\_\_\_\_\_

Name\_\_\_\_\_

Title\_\_\_\_\_

Company\_\_\_\_\_

Department\_\_\_\_\_

Address\_\_\_\_\_

Division\_\_\_\_\_

Telephone\_\_\_\_\_

Project Manager\_\_\_\_\_

Tax ID or SS #\_\_\_\_\_

Telephone/Fax\_\_\_\_\_

# Goods and Supply Contract

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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, including attorney's fees, 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 CONTRACTOR's expense, the following types of insurance with a per occurrence limit at a minimum of \$1,000,000, covering the CONTRACTOR, its employees and agents: 1) Comprehensive General Liability insurance covering personal injury, property damage, bodily injury with automatic

## Goods and Supply Contract

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coverage for premises and operation, product liability, personal and advertising injury and contractual liability; and 2) Commercial Automobile Liability for owned and non-owned vehicles. Contractor shall maintain workers' compensation coverage in compliance with ORS 656.017.

**For CONTRACTORS making delivery to METRO, METRO, its elected officials, departments, employees and agents, shall be named as an additional insured on the CONTRACTOR's general liability and auto liability policy.**

### 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: ATTORNEY'S FEES

In the event of any litigation concerning this Contract, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to any appellate courts.

### 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.

### 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

# Goods and Supply Contract

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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 proposal documents including, but not limited to, the Request for Advertisement, Request for 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 or oral. This Contract may be amended only by written instrument signed by both METRO and CONTRACTOR. The laws of the state of Oregon shall govern the construction and interpretation of this Contract.

## ARTICLE XIII: 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 XIV: 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

## Goods and Supply Contract

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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.

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.

## Goods and Supply Contract

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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.

# Goods and Supply Contract

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SAMPLE

**ATTACHMENT A**  
**(Unit Pricing of Goods)**

Attachment A described the goods (food and/or other supplies) 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

Sample Escalation Clause: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 offered, plus the post consumer and secondary waste content of the products offered.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

