



Safety Data Sheet (SDS) Management System

RFP 14-2530

Metro Finance and Regulatory Services Department

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

Project Manager

William Jemison
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Department Procurement Staff

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Notice is hereby given that proposals for RFP 14-2530 for Safety Data Sheet (SDS) Management System shall be received by Metro, 600 NE Grand Avenue, Portland OR 97232 until close of business on January 16, 2014. It is the sole responsibility of the proposer to ensure that Metro receives the Proposal by the specified date and time. Proposals may be mailed, delivered, faxed or emailed. Proposers shall review all instructions and contract terms and conditions.

Request for Proposals - Informal (RFP 14-2530)

I. INTRODUCTION

The Finance and Regulatory Services 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 a Safety Data Sheet (SDS) Management System. Proposals will be due as indicated on the RFP cover page.

Details concerning the project and proposal are contained in this document.

II. BACKGROUND/HISTORY OF PROJECT

Metro operates a variety of public facilities and visitor venues and has approximately 1,500 employees. These include: Oregon Zoo, Oregon Convention Center, two solid waste transfer stations, Portland Expo Center, Portland's Centers for the Arts (three theater facilities), a central office facility, regional parks and natural areas. All of these facilities are included in this RFP for an SDS management system.

Oregon Occupational Safety and Health Administration requires employers to maintain access to Safety Data Sheets (SDS) for all chemical products used on site. Metro's electronic SDS inventory was previously hosted by Oregon Health & Sciences University's Chemical Risk Information System through June 2013. This service is no longer available from OHSU. Metro seeks to transfer its existing SDS database and toxicity screening tool to a new management system which is accessible online.

The state of Metro's current SDS inventory is as follows:

- A 2012 physical inventory of chemical products was completed for all Metro facilities. Over the last few months, the web interface with the previous SDS inventory host at OHSU was migrated to Metro servers by the Metro Information Services team. Metro's current SDS data (approximately 2100 products) is in format of SQL Server 2008 Standard edition Database. Metro can provide data as regular SQL Server backup file or as Excel spreadsheet or as set of CSV files.
- An additional 1,000 products exist in an Excel spreadsheet format and need to be added to the SDS management system. Approximately 500 of these items are missing SDS. The SDS we have located are saved as a .pdf on a network directory. Both lists have a number of spelling errors, incorrect product names and duplicate entries for existing products which will require data cleaning to correct errors and remove duplicates.

In addition to meeting OSHA regulations for SDS management, Metro adopted a Sustainability Plan for internal operations that includes a goal to eliminate the use or emissions of persistent bioaccumulative toxics (PBT's) and other priority toxic and hazardous substances by 2025 measured from a 2008 baseline. The indicator that Metro uses to track progress toward this goal is the percentage of chemical products used at Metro facilities that have ingredients with a high hazard rating for any or all of the following: human health, ecological toxicity and physical hazards. Based on the current SDS inventory of 2,105 actively used products, 1,130 have a high hazard rating in one or more of the areas listed above, or 54% of the SDS inventory. In 2008 when Metro first started tracking this indicator, 58% of the SDS inventory had a high hazard rating in one or more area.

Metro co-developed a toxics assessment tool with OHSU to enable the SDS management system to support tracking the toxics reduction goal indicator listed above. Although Metro has this assessment tool it is not integrated into the temporary web interface but may be accessed as a standalone product. The tool is a relational excel database that uses the CAS numbers of Metro's chemical products inventory as primary foundation information. Relational workbooks within the tool use the CAS number information from each product's chemical constituents to compare against a distinct set of toxic chemical lists (e.g., California's Proposition 65 Chemical List). Where CAS information exists, the tool summary scores each product in three ways (human health, environment, physical).

The goals of the project: Provide a Safety Data Sheet (SDS) management system that fulfills all right-to-know requirements (Re: Oregon Hazardous Communication Standard OAR 437 Division 2, Section 1910.1200) as well

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as providing a reporting system for evaluating and analyzing inventory changes. The management system would be able to handle all Safety Data Sheets and allow for multiple users, at multiple sites, 24 hours a day and 365 days a year.

Additionally, the selected SDS management system needs to support Metro's need to continue to track the relative toxicity of Metro's chemical product inventory by type and location using the SDS Management System and annual reporting on progress toward reduction in toxicity of Metro's chemical product inventory.

As this scope of work contains a combination of toxics assessment and traditional SDS management, Metro highly encourages interdisciplinary teams to submit proposals. The project manager will make the contact list of interested parties on the RFP available upon request.

III. PROPOSED SCOPE OF WORK/SCHEDULE

Metro is seeking proposals from qualified firms to perform the following:

- a. Implementation of an electronic/web-based chemical product SDS inventory system for all products housed at all Metro venues;
 - 1) Ability to "clean" existing data by correcting product names, consolidating duplicate products and provide missing SDS;
 - 2) Standardized inventory reports for use and access by high level users at all venues;
 - 3) Ability to print shelf to sheet count sheets;
 - 4) Ability to add new SDS or sites to the inventory as new products are acquired;
 - 5) Ability to remove SDS or specific sites as products are removed from use;
 - 6) Future ability to update on-site chemical inventories;

- b. Access to right-to-know product SDS information by Metro employees and Metro contractors using chemical products at Metro venues 24/7 via the web or phone.

Note: Please indicate in your proposal if you have telephone hot line services available and note any specific costs associated with the hot line use;

- c. Ability to administer data access roles (e.g., admin, super users, general users) and groups of roles;
- d. Ability to extract information from SDSs and use information for indexing, reports and product analysis;
- e. Ability to archive and access SDS no longer in use;
- f. Storage and access to archived SDSs;
- g. Ability to update SDS as new products come out or new SDS documents are developed by manufacturer;
- h. Technical and customer service support; as well as provide in-house (or web-based) training (s) for user groups;
- i. Ability to run web-based system tool off of existing Metro platforms; and
- j. Ability to transfer data and SDS sheets at the request of Metro or at the end of the contract period.
- k. Ability to add Metro's toxics assessment tool to contractor's existing Safety Data Sheet (SDS) management system or the ability to create an in-house toxics assessment tool that analyzes the environmental and human health impacts of a product;
 - 1) If your proposal is to incorporate Metro's existing toxics assessment tool into the SDS management system, please describe in detail your approach to accomplishing that. See Appendix A for additional information about the existing toxics assessment tool.
 - 2) If your proposal is to create or offer a different toxics assessment tool with the SDS management system, please describe in detail how the tools available with the proposed system meet the objectives listed in the Background/History of the project section of this RFP.
- l. After the first six months of the contract and the SDS management system is set up, ability to list most toxic products represented by SDS in the inventory for the purpose of prioritizing these products for replacement with safer alternatives.

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- m. Ability to generate a report of the toxicity of the SDS inventory in August of each year of this contract for the previous fiscal year (June 1 through July 30). This annual report shall include:
- 1) Overall percentage of SDS in the inventory rated as high hazard according to whichever screening system is selected in item g. above;
 - 2) Percentage of SDS in the inventory rated as high hazard per facility; and
 - 3) Which product categories have the most hazardous products.

The term of the contract is anticipated to be January 2014 through December 2016 (3 years) with options to extend for 2 additional years.

Proposed budget: Metro has not specified a budget for this project.

IV. QUALIFICATIONS/EXPERIENCE

Proposers shall have the following experience:

1. At least five (5) years experience providing comparable product /services

V. PROJECT ADMINISTRATION

William Jemison, Metro's project manager, will administer the project. Proposer shall identify one point of contact for the resulting contract.

VI. PROPOSAL INSTRUCTIONS

A. Submission of Proposals

Metro recommends proposal submission be emailed to William.jemison@oregonmetro.gov or faxed to 503-813-7501. If you are unable to provide an email or fax proposal, seven (7) copies of the proposal can be mailed or hand-delivered to Metro, addressed to:

Metro Finance and Regulatory Department
Attention: William Jemison/RFP 14-2530
600 NE Grand Avenue
Portland, OR 97232-2736

B. Deadline

Proposals will not be considered if received after the date and time indicated on the RFP cover page.

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 William.jemison@oregonmetro.gov. Any questions, which in the opinion of Metro, warrant a written reply or RFP addendum will be furnished to all parties receiving this RFP. Metro may not respond to questions received after 5:00 p.m. on January 9, 2014.

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

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and emerging small businesses (MWESB) to the maximum extent practical. Metro Code 2.04.100 is available at

http://library.oregonmetro.gov/files//chap2.04_clean_eff_042111_revised_version_081711.pdf.

VII. PROPOSAL CONTENTS

The proposal should contain no more than five (5) pages of written material (excluding biographies, resumes 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 electronically or 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 project, who will be project manager, and that the proposal will be valid for ninety (90) days.
- B. Product performance, work plan and approach: Describe your products function and abilities addressing Item III, Proposed Scope of work. Additionally, please:
 - a. Suggest or explain a methodology for maintaining SDS at a multi site client including inventory process.
 - b. Explain your “data cleaning” process. Include a proposed work plan and schedule for implementing the transition and training users.

Note: Your proposal must include a user name and password for an online access to a sample or demo site that Metro employees may use to access sample SDS. The site access should be accessible through Feb 28, 2014.

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

Metro intends to award this contract to a single firm to provide the services required. Proposals must identify a single person as project manager to work with Metro. The consultant must assure responsibility for any subconsultant work and shall be responsible for the day-to-day direction and internal management of the consultant effort.

- D. Experience: Indicate how your firm meets the experience requirements listed in section IV. of this RFP. List clients, preferably in Oregon public entities) over the past five years which involved services similar to the services required here. For each of these other clients, include the name of the customer contact person, his/her title, role on the project, and telephone number. Identify persons on the proposed project team who worked on each of the other projects listed, and their respective roles.
- 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) Provide the cost for setting up and the annual maintenance of the SDS tracking service (Items III.a through 11.j).
 - 2) Provide the cost for setting up and the annual maintenance of the toxics assessment (items III.k through III.m).

If you have telephone hot line services available - note any specific costs associated with the hot line use.

Note – your proposal should indicate the cost for each year assuming a 5 year contract.

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- F. Diversity in Employment and Contracting:
- Work Force Diversity – Describe your work force demographics (number of employees, race and gender) and the measurable steps taken to ensure a diverse work force, including company policies and practices that promote the hiring and retention of women and ethnic minorities.
 - Diversity in Contracting – Describe your history of working with diverse firms, including any MWESB-certified firms. Describe a project for which you worked with minorities, women or emerging small businesses. Please provide the project name, method used to achieve participation – for example, joint ventures, subcontracts or purchase of equipment or supplies from a certified firm – and the dollar amount or percentage of the project budget expended on such participation.
 - Diversity of Firm – Describe the ownership of your firm and whether or not your firm is certified by the State of Oregon as an MBE, WBE or ESB. Provide certification number, if applicable.
- G. Exceptions to Standard Agreement and RFP: Carefully review the Standard Agreement attached hereto as Exhibit A and incorporated herein. This is the standard agreement that successful respondents to this RFP will be required to execute. RFP respondents wishing to propose any exceptions or alternative clauses to the agreement or to any specified criteria within this RFP must propose those exceptions or alternative clauses in their Proposal; 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.

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 the Metro contract number, an itemized statement of the work done during the billing period, and will not be submitted more frequently than once a month. Payment shall be made by Metro on a Net 30 day basis upon approval of Contractor invoice.
- 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.

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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 of one firm. Award shall be made to the highest ranked Proposer based on the stated evaluation criteria. In the event negotiations are unsuccessful, Metro reserves the right to negotiate with the next highest ranked firms.
- 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
Product performance, work plan and approach	35
1. Demonstration of understanding of the project objectives	
2. Product performance	
Project Staffing Experience	20
1. Project consultant/staff experience	
2. Similar project experience	
Budget/Cost Proposal	25
1. Projected cost/benefit of proposed work plan/approach	
Diversity in Employment and Contracting	20
1. Work Force Diversity, Diversity in Contracting, Diversity of Firm	
	100%

X. NOTICE TO ALL PROPOSERS -- STANDARD AGREEMENT

The attached agreement included herein reflects preliminary, draft contract language and selected, proposed contract terms for this procurement. Proposers 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 proposals submitted in response to this procurement, to amend, modify or negotiate over any and all such contract language, terms and provisions regarding the agreement arising from this procurement. By submitting a proposal in response to this procurement, proposers 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, proposers 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.

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Personal Service Agreement over \$50,000

THIS AGREEMENT is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 N.E. Grand Avenue, Portland, OR 97232-2736, and **Company Name**, referred to herein as "Contractor," located at **address, City, State Zip**.

In exchange for the promises and other consideration set forth below, the parties agree as follows:

1. **Duration.** This personal services agreement shall be effective **Month XX, 201X** and shall remain in effect until and including **Month XX, 201X**, unless terminated or extended as provided in this Agreement. **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.**
2. **Scope of Work.** Contractor shall provide all services and materials specified in the attached "Attachment A -- Scope of Work," which is incorporated into this Agreement by reference. All services and materials shall be provided by Contractor in accordance with the Scope of Work, in a competent and professional manner. To the extent that the Scope of Work contains additional contract provisions or waives any provision in the body of this Agreement, the Scope of Work shall control.
3. **Payment.** Metro shall pay Contractor for services performed and materials delivered in the amount(s), manner and at the time(s) specified in the Scope of Work for a maximum sum not to exceed **XXXXXXXX** AND **XX/100THS DOLLARS (\$XXXXXX.XX)**. Payment shall be made by Metro on a Net 30 day basis upon approval of Contractor invoice.
4. **Insurance.** Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:
 - (a) 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;
 - (b) Automobile insurance with coverage for bodily injury and property damage and with limits not less than minimum of \$1,000,000 per occurrence;
 - (c) 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 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.

5. **Indemnification.** Contractor shall indemnify and hold Metro, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses and expenses arising out of or in any way connected with its performance of this Agreement, or with any patent infringement or copyright claims arising out of the use of Contractor's designs or other materials by Metro and for any claims or disputes involving subcontractors.

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6. Ownership of Documents and Maintenance of Records. Unless otherwise provided herein, all documents, instruments and media of any nature produced by Contractor pursuant to this agreement are Work Products and are the property of Metro, including but not limited to: drawings, specifications, reports, scientific or theoretical modeling, electronic media, computer software created or altered specifically for the purpose of completing the Scope of Work, works of art and photographs. Unless otherwise provided herein, upon Metro request, Contractor shall promptly provide Metro with an electronic version of all Work Products that have been produced or recorded in electronic media. Metro and Contractor agree that all work Products are works made for hire and Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such Work Products.

- 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.
- 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.

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g. Failure of the Contractor or subcontractor to keep or disclose records as required by this document or any solicitation document may result in debarment 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 279B.110 and Metro Code Section 2.04.052.

7. Project Information. Contractor shall share all project information and fully cooperate with Metro, informing Metro of all aspects of the project including actual or potential problems or defects. Contractor shall abstain from releasing any information or project news without the prior and specific written approval of Metro.

8. Independent Contractor Status. Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall Contractor be considered an employee of Metro. Contractor shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work. Contractor is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement. Contractor shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to Metro.

9. Right to Withhold Payments. Metro shall have the right to withhold from payments due to 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.

10. State and Federal Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapters 279A, 279B and 279C, and the recycling provisions of ORS 279B.025 to the extent those provisions apply to this Agreement. All such provisions required to be included in this Agreement are incorporated herein by reference. Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations including those of the Americans with Disabilities Act.

11. 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.

12. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by either party without Metro's written consent.

13. Termination. This Agreement may be terminated by mutual consent of the parties. In addition, Metro may terminate this Agreement by giving Contractor seven (7) days prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Termination shall not excuse payment for expenses properly incurred prior to notice of termination, but neither party shall be liable for indirect or consequential damages arising from termination under this section.

14. No Waiver of Claims. The failure to enforce any provision of this Agreement shall not constitute a waiver by Metro of that or any other provision.

15. Modification. Notwithstanding and succeeding any and all prior agreement(s) or practice(s), this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing(s), signed by both parties. 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.

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16. 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.

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

18. 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: Metro Procurement Services
600 NE Grand Ave
Portland, Oregon 97232
503-797-1791 fax

With Copy to: Project Manager
Address
City State Zip
503.XXX-XXXX fax

19. Intergovernmental Cooperative Agreement: Pursuant to ORS 279A and the Metro 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 _____.**

CONTRACTOR

METRO

By _____

By _____

Print Name _____

Print Name _____

Date _____

Date _____

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1. Purpose and Goal of Work

2. Description of the Scope of Work

3. Deliverables/Outcomes

4. Payment and Billing

Contractor shall perform the above work for a maximum price not to exceed **XXXXXXXX** AND **XX**/100TH DOLLARS (\$**XXXXXXXX.XX**).

INCLUDE HOURLY RATES OR TASK BASED PAYMENTS IF APPLICABLE

The maximum price includes all fees, costs and expenses of whatever nature. Each of Metro's payments to Contractor shall equal the percentage of the work Contractor accomplished during the billing period. 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 work performed and expenses incurred during the billing period, and will not be submitted more frequently than once a month. 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 services 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.

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APPENDIX A Chemical Hazard Ratings Methodology Summary from OHSU Chemical Risk Management System

- 1) Chemical name as listed on the MSDS
- 2) Chemical Abstract Service (CAS) number, when listed on the MSDS
- 3) Percent composition in the product, when listed on the MSDS
- 4) Health, environmental, and physical hazard ratings
- 5) Descriptive information on cancer, developmental, and reproductive hazards
- 6) Designation of constituents listed on the City of Portland and Multnomah County Priority Chemicals of Concern List
- 7) Designation of constituents considered to be persistent, bioaccumulative, or inherently toxic to the environment
- 8) Designation of constituents included on the EPA List of Lists

I. Product Health, Environmental, and Physical Hazard Ratings

The individual chemical constituent ratings are based on well accepted, peer-reviewed data from the reference sources noted below. These ratings describe the relative hazard level of the constituents on a scale from 1 to 3, with 1 representing lower hazard, 2 representing intermediate hazard, and 3 representing a higher hazard level. Health ratings are based on criteria including the constituent's acute toxicity, irritant properties, and potential to cause cancer or produce developmental or reproductive toxicity. Environmental ratings are based on the constituent's toxicity to aquatic organisms and other indicator species, persistence and tendency to accumulate in the environment, and potential to damage the ozone layer. Physical hazard ratings consider the constituent's flammability risk level and potential for reactivity. The procedures used to develop ratings from these data are described in the

Scoring Criteria Tables developed for this program (see <http://www.ohsu.edu/cris/documents/criteria.pdf>).

Since queries made to these data sources use the Chemical Abstract Service (CAS) number, only those constituents that have CAS numbers displayed on the MSDS are assigned a rating. The following ratings and entries can appear in the search results for each individual constituent.

Rating Definition

1 Lower rating for health, environmental or physical hazard

2 Intermediate rating for health, environmental or physical hazard

3 Higher rating for health, environmental or physical hazard

NoCAS#s No CAS# is available for the constituent in question, so it cannot be accessed in the various database sources to generate a rating

ND No Data - Indicates that the specific CAS# in question is not included in the database(s) searched and the constituent cannot be rated

NR Not Rated - Indicates that the CAS# in question is included in the database(s) searched, but does not bring up any data upon which to base a rating

The ratings are based primarily on data from the European Union list of harmonized chemical classifications (referred to as the Annex I list). This list, which uses a series of risk phrases to classify relative hazard levels, was accessed on December 2008 and can be found at: <http://www.ohsu.edu/cris/documents/annex.pdf>

II. Specific Information on Cancer, Developmental, and Reproductive Hazards

The health ratings also utilize the following resources (accessed as indicated) to classify chemicals with respect to their cancer, developmental, and reproductive risk potential. This information is summarized on the data summary page.

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A. EPA Integrated Risk Information System (IRIS) – classifies chemicals as follows to describe their relative level of cancer hazard:

- EPA-A - Human Carcinogen
- EPA-B1 - Probable human carcinogen - based on limited evidence of carcinogenicity in humans
- EPA-B2 - Probable human carcinogen - based on sufficient evidence of carcinogenicity in animals
- EPA-C - Possible human carcinogen
- EPA-D - Not classifiable as to human carcinogenicity
- EPA-NA (Not applicable) - This substance was not assessed using the 1986 cancer guidelines

<http://cfpub.epa.gov/ncea/iris/index.cfm> (December, 2008)

B. National Toxicology Program 11th Report on Carcinogens – classifies chemicals as follows to describe their relative level of cancer hazard:

- NTP-A - Known to be human carcinogens
- NTP-B - Reasonably anticipated to be human carcinogens

<http://ntp.niehs.nih.gov/?objectid=03C9AF75-E1BF-FF40-DBA9EC0928DF8B15> (June, 2011)

C. International Agency for Research on Cancer (IARC) – classifies chemicals as follows to describe their relative level of cancer hazard:

- IARC-1 - Carcinogenic to humans
- IARC-2A - Probably carcinogenic to humans
- IARC-2B - Possibly carcinogenic to humans
- IARC-3 - Not classifiable as to carcinogenicity to humans
- IARC-4 - Probably not carcinogenic to humans

<http://monographs.iarc.fr/ENG/Classification/>

D. California Proposition 65 List of Chemical Known to the State of California to Cause Cancer or Reproductive Toxicity – classifies chemicals as follows to describe their relative level of cancer, developmental and reproductive hazard:

- CA-Cancer - Chemicals known to cause cancer
- CA-Developmental - Chemicals known to cause reproductive toxicity

http://www.oehha.org/prop65/prop65_list/files/P65single110813.pdf (November, 2013)

III. Environmental Hazards: Chemicals that are Persistent, Bioaccumulative, or Inherently Toxic to the Environment

The data summary page also indicates which individual chemical constituents are listed in the Canadian Environmental Protection Act (CEPA) Registry as environmental hazards of the following type: Persistent (P) chemical substances that take a very long time to break down in the environment - sometimes many years; Bioaccumulative (B) chemical substances that can be stored in the organs, fat cells or blood of living organisms and remain for a long time; or Inherently Toxic to the Environment (ITOX) chemical substances that are known or

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suspected to have a harmful effect on wildlife. <http://www.epa.gov/pbt/> , <http://www.ec.gc.ca/lcpe-cepa/default.asp?lang=En&n=EE479482-1> or <http://echa.europa.eu/web/guest/regulations/reach/>

IV. Chemicals Included on the EPA List of Lists

The data summary page also identifies individual chemical constituents that are reported in the EPA October 2006 List of Lists in the following regulatory reporting categories:

- Section 302 Extremely Hazardous Substances (EHS) Threshold Planning Quantity (TPQ)
- Section 304 Extremely Hazardous Substances (EHS) Reportable Quantity (RQ)
- CERCLA Reportable Quantity (RQ)
- Emergency Planning and Community Right-to-Know Act (EPCRA) Section 313 Toxic Chemicals
- Resource Conservation and Recovery Act (RCRA) Code
- Clean Air Act (CAA) Section 112(r) Threshold Quantity (TQ)

This list was accessed in December, 2008 and can be found at: <http://yosemite.epa.gov/oswer/lol.nsf/homepage>