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## **INVITATION TO BID - REQUIREMENTS CONTRACT**

**MULTNOMAH COUNTY**  
**CENTRAL PROCUREMENT & CONTRACT ADMINISTRATION SECTION (CPCA)**  
501 SE HAWTHORNE, SUITE 400, PORTLAND, OR 97214  
Fax 503- 988-3252

**All inquiries concerning this Invitation to Bid should be directed to:**

**Catherine Kwong, Senior Buyer**  
Phone 503- 988-5111, Ext. 24151  
catherine.y.kwong@co.multnomah.or.us

**BID No. B06-8707**

**Environmentally Preferable Cleaning Products  
on a Requirements Basis**

**October 2005**

**BID CLOSING: November 15, 2005 NOT LATER THAN 2:00 PM**  
**BID OPENING ON THE SAME DAY AT 2:15 PM**  
**LATE BIDS WILL NOT BE ACCEPTED**

A **MANDATORY** Pre-Bid Conference will be held on **October 31, 2005, 9:30 am**, at the **Multnomah County Central Stores Conference Room, 700 NE 55<sup>th</sup> Ave, Building A, Portland, OR**. Failure to attend the pre-bid conference and sign the pre-bid attendance list shall result in rejection of the bid.

The Solicitation Document can be reviewed at 501 SE Hawthorne, Suite 400, Portland OR 97214

Electronic copies of this bid and attachments, if any, can be obtained from the Multnomah County Central Procurement Website at:  
<http://www.multcopurch.org/>

## INVITATION TO BID

Notice is hereby given that sealed bids for Bid Number: B-06-8707: Environmentally Preferable Cleaning Products on a Requirements Basis shall be received by the CPCA Manager, Multnomah County, 501 SE Hawthorne, Suite 400, Portland OR 97214 until **2:00 p.m.** on the date set for bid closing. All bids received in proper form shall be publicly opened and read aloud on the same day at 2:15 p.m.

- **PLEASE REVIEW ALL INSTRUCTIONS AND CONTRACT TERMS AND CONDITIONS.**
- **To bid, submit one original and one copy of the Bidder's Signature Page and the Bid Pages completed in accordance with the instructions. Bids must be typewritten or prepared in ink. Please retain a copy for your records. Electronic and facsimile bids will not be accepted.**
- **Bids must be signed by a person authorized to sign for bidder. If a bid is signed by an agent of bidder, a Power of Attorney showing the authority of the agent to sign for bidder must be submitted with the bid. UNSIGNED BIDS SHALL BE REJECTED.**
- **ALL BIDS MUST BE TIME STAMPED AT THE BID WINDOW BEFORE BID CLOSING. ALL LATE BIDS SHALL BE REJECTED.**
- **Bids must be submitted in a sealed envelope. Use the pre-printed return envelope supplied with these bid documents. If you obtained an electronic copy of this Invitation to Bid from the CPCA website, please address the envelope as follows:**
  - Place your name and return address in the upper left hand corner of the envelope
  - Place the Multnomah County address in the center of the envelope
  - Place the bid number and bid name in the lower left hand corner of the envelope

### **EEO Certification:**

PCRB Rule 60-0040 requires that all contractors furnishing goods and services to the County in excess of \$75,000 must be certified as an **Equal Opportunity Employer**. The County contracts with the City of Portland for the certification process. Contractors can become certified on line by accessing the City website at: <http://cityofportland.ebidsystems.com/>. Click on Vendor EEO Registration, register, and then complete the EEO application process. For assistance contact City of Portland, Bureau of Purchases, Contract Development Division at 503- 823-6855. Contractors must be certified before a contract is executed.

### **Contract Form/Insurance:**

Each successful bidder shall be required to execute the attached contract. Contractor shall be required to provide the insurance coverage described in the attached contract.

Board of County Commissioners  
MULTNOMAH COUNTY, OREGON

  
\_\_\_\_\_  
Gail H. Rubin, Manager  
Central Procurement and Contract Administration

Publication Date: **October 21, 2005**

**OFFEROR REPRESENTATIONS AND CERTIFICATIONS**

**FAILURE OF THE OFFEROR TO COMPLETE AND SIGN THIS FORM MAY RESULT IN REJECTION OF THE SUBMITTED OFFER**

The undersigned, having full knowledge of the specifications for the goods or services specified herein, offers and agrees that this offer shall be irrevocable for at least 30 calendar days after the date offers are due, and if accepted, to furnish any and/or all goods or services as described herein at the prices offered and within the time specified.

OFFEROR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_ WEB SITE: \_\_\_\_\_

TAXPAYER ID NUMBER: \_\_\_\_\_ DATE/STATE OF INCORPORATION: \_\_\_\_\_

BUSINESS DESIGNATION:  Corporation  Sole Proprietor  Partnership  S Corporation  
 Non-Profit  Government  Other \_\_\_\_\_

MWESB CERTIFICATION: Number \_\_\_\_\_  Minority Owned  Woman Owned  Emerging, Small  N/A

OFFEROR IS EEO CERTIFIED (through the City of Portland, OR): \_\_\_No \_\_\_ Yes Expiration Date \_\_\_\_\_

WILL YOUR COMPANY PARTICIPATE IN INTERGOVERNMENTAL COOPERATIVE PURCHASING? \_\_\_\_\_ Yes \_\_\_\_\_ No

**ASSURANCES - The Offeror attests that:**

1. The person signing this offer has the authority to submit an offer and to represent Offeror in all phases of this procurement process;
2. The information provided herein is true and accurate;
3. The Offeror is a resident proposer, as described in ORS 279A.120, of the State of \_\_\_\_\_, **(insert State)** and has not discriminated against any minority, women, or emerging small business enterprises in obtaining any required subcontracts, in accordance with ORS 279A.110.  
"Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder". ORS 279A.120 (1) (b)
4. Any false statement may disqualify this offer from further consideration or be cause of contract termination;
5. The Offeror will notify the Department Contracts Officer within 30 days of any change in the information provided on this form.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - The Offeror certifies to the best of its knowledge and belief that neither it nor any of its principals:**

1. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or proposals by any federal, state or local entity, department or agency;
2. Have within a five-year period preceding the date of this certification been convicted of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in paragraph 2. of this certification;
4. Have, within a five-year period preceding the date of this certification had a judgment entered against contractor or its principals arising out of the performance of a public or private contract;
5. Have pending in any state or federal court any litigation in which there is a claim against contractor or any of its principals arising out of the performance of a public or private contract; and
6. Have within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance.

**Where Offeror is unable to certify to any of the statements in this certification, Offeror shall attach an explanation to their offer. The inability to certify to all of the statements shall not necessarily preclude Offeror from award of a contract under this procurement.**

**SIGNATURE OF AUTHORIZED PERSON**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name & Title \_\_\_\_\_

Contact Person for this procurement: \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

## INSTRUCTIONS TO BIDDERS

BIDS MUST CONFORM TO THE SPECIFICATIONS: If this is a bid for goods and manufacturers' names, trade names, make, model or catalog numbers are used in the Specifications, they are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive.

PRICE TO INCLUDE COST OF DELIVERY: If this is a bid for goods, then unless otherwise provided, the bid price for each item shall include the cost of delivery of the item and shall be FOB to any destination within Multnomah County or as shown in the Specifications and Additional Contract Terms.

PRICE TO INCLUDE COST OF PROVIDING QUARTERLY REPORTS: Contractor will be required by the Contract to provide quarterly reports to County which show each item purchased from County in the prior quarter, the individual cost of each item, and the total cost of all items purchased in the quarter

### GENERAL PROVISIONS:

- Bidders must include any required descriptive literature and warranty of the item(s) being bid.
- In case of conflict between the specifications and these instructions to bidders, the specifications shall take precedence.
- The apparent omission in the specifications as to any point shall be regarded as meaning that only best industry standards and / or commercial practice is to prevail and that only material and workmanship of first quality are to be used.

TAXES: Bid prices shall exclude Federal Excise Tax. Federal exemption certificates will be furnished upon written request.

SUBSTITUTIONS: Bidders may propose substitutions. Requests for substitutions shall be submitted in accordance with the Specifications and Additional Contract Terms.

BID WITHDRAWAL: Any bid may be withdrawn at any time prior to the time of bid closing by delivering a written request signed by an authorized representative of the Bidder to the CPCA Manager at the location where bids are received.

BIDS IRREVOCABLE FOR 30 DAYS: All bids shall be irrevocable for thirty (30) calendar days from the day of bid opening.

CLARIFICATION/PROTEST: Any bidder requesting clarification of or protesting any of the Specifications must submit specific questions or protests in writing. Requests for clarification and protests must be physically received not less than seven (7) calendar days prior to the bid closing date. Requests must be submitted in an envelope marked as follows:

Clarification/Protest, Bid No: B06-8707  
Multnomah County  
Central Procurement & Contract Administration  
Attn: Catherine Kwong  
501 SE Hawthorne, Suite 400  
Portland, OR 97214

Responses to written requests for clarification and protests shall be issued by addenda. Oral instructions or information concerning the specifications provided by County officers, employees, or agents to prospective bidders shall not bind the County.

ADDENDA: Changes to and clarifications of this Invitation to Bid shall be made only by addenda. Oral representations concerning this Invitation to Bid by representatives of the County shall not be binding on the County. All addenda shall be issued no later than five (5) calendar days prior to the bid closing. The County will not mail Notice of Addenda. Addenda will be posted on the County CPCA web site at: <http://www.multcopurch.org/>. Copies of Addenda will also be sent via email, fax or US mail to potential Bidders who have registered for this particular solicitation on the CPCA website, attended a pre-bid conference (if any), or requested a copy of the solicitation from CPCA.

DOCUMENTS ARE PUBLIC RECORDS: All documents, reports, bids, submittals, working papers or other material submitted to the County by bidders shall become the sole and exclusive property of the County and a public record.

TABULATION OF BIDS: Bidders may request a tabulation of bid results.

REJECTION OF BIDS: The County reserves the right to waive technical defects, discrepancies and minor irregularities. The County reserves the right to award any alternatives set forth in the bid documents in its sole discretion. Bids may be rejected if there is any alteration of the bid form, additions not called for, conditional bids, incomplete bids, or irregularities of any kind. The County reserves the right to reject any bid not in substantial compliance with the bid documents, or all prescribed public bidding procedures and requirements. Written notice of rejection of all bids shall be sent to all bidders.

CANCELLATION OF AWARD The County reserves the right to reject any or all bids and to cancel award of the contract at any time before execution of the contract if such action is deemed to be in the County's best interest. In no event shall the County have any

liability for rejection of all bids or cancellation of the award. The bidder assumes the sole risk and responsibility for all expenses connected with the preparation of its bid and contract negotiations.

COLLUSION: Upon evidence that collusion exists among bidders, none of the bids of participants in such collusion will be considered. All involved bids shall be rejected. Bids in which prices are unbalanced may be rejected.

USE OF RECYCLED MATERIALS: Contractors shall use recyclable products and products which contain recycled content to the maximum extent economically feasible in the performance of the contract work set forth in this document.

LOCAL PREFERENCE: Multnomah County shall prefer goods that have been manufactured or produced in Oregon if price, fitness, availability and quality are otherwise equal.

MWESB PARTICIPATION: The County strongly encourages the participation of Minority-Owned, Women-Owned and Emerging Small Businesses and Organizations.

INTERGOVERNMENTAL COOPERATIVE PURCHASING: Other public agencies may establish contracts or price agreements directly with the Contractor under the terms, conditions and prices of the original contract pursuant to ORS 279A.215, Multnomah County PCRB Rules, and agreement by the selected Contractor to extend the terms, conditions and prices of the original Contract.

PROTEST OF AWARD: A protest of award must be physically delivered to the CPCA Manager within seven calendar days of the notice of award date. Envelopes containing protests shall be marked as follows:

Bid Award Protest, Bid No: B06-8707  
Multnomah County  
Central Procurement & Contract Administration Section  
Attention: CPCA Manager  
501 SE Hawthorne, Suite 400  
Portland, OR 97214

## **SPECIFICATIONS AND ADDITIONAL CONTRACT TERMS**

The following specifications and additional contract terms shall be incorporated in and become a part of the Contract:

### **I. BACKGROUND**

Multnomah County (the County) has demonstrated through its Sustainability Principles, Sustainable Procurement Strategy, and related policies the commitment to utilize products and services that minimize the human health and environmental impacts of the County's operations. Institutional cleaning products are one of the product areas that the County has identified for environmentally preferable options. The County has identified a variety of cleaning products already evaluated according to third-party certification programs.

Multnomah County Materials Management/Central Stores is seeking to contract with a qualified vendor to provide environmentally preferable cleaning products. Purchases from this resultant contract will be on a requirements basis.

### **II. SUSTAINABILITY GUIDELINES**

The County is committed to purchasing cleaning products that are environmentally responsible and safe for workers, building occupants and visitors. The county has adopted the principles of sustainability and is committed to meeting the cleaning needs of County facilities while not harming the environment or human health. The Multnomah County "Green Cleaning Policy" (Res 05-154) (<http://www2.co.multnomah.or.us/cfm/boardclerk/viewlist.cfm>) supports this goal. A copy of the Resolution is provided in Attachment B to this ITB.

**The County requires that, where applicable, the products in this bid have the Green Seal certification or EPA Design for the Environment (DfE) recognition. All products must be EPA registered as necessary**, including products required to be registered under the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) such as those making claims as sterilizers, disinfectants, or sanitizers. The products contained in this bid that will be used in County detention facilities **must be approved by the Life Safety Officer of the Multnomah County Sheriff's Office.**

### **III. SPECIFICATIONS**

#### **A. ENVIRONMENTALLY PREFERABLE**

Multnomah County is interested in environmentally preferable products, which have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Such products or services may include, but are not limited to, those that contain recycled content, minimize waste, conserve energy or water, and reduce the amount of toxics to the environment.

Responses to this ITB are limited to products that are certified by one of the following third-party certification programs wherever certified products are available:

##### **1. Green Seal**

The County's first choice for award is products with Green Seal certification. Information on this certification program is available at the following websites:

GS-37 Green Seal standard for Industrial and Institutional Cleaners (for general-purpose cleaners).  
<http://www.greenseal.org/standards/g37.pdf>

GC-11 Green Seal standard for Powdered Laundry Bleach.  
<http://www.greenseal.org/standards/powderedlaundrybleach.htm>

GS-40 Green Seal standard for floor care products <http://www.greenseal.org/standards/g340.pdf>

## 2. EPA Design for the Environment (DfE)

If Green Seal certification for a product is not available, the County's second choice for award is products with DfE recognition. Information on this program is available at the following website:  
<http://www.epa.gov/dfe/projects/formulat/formpart.htm>

3. For products that are not certified by Green Seal or DfE, the County has a preference for products that:
1. Are the least toxic product available for the given application, and
  2. Are readily biodegradable, and
  3. Have minimal and recyclable packaging, and
  4. Effectively and efficiently clean soils and surfaces in its category.

## B. PRODUCT SCOPE

The County is interested in a variety of third-party certified institutional cleaners currently on the market. Responses to this bid should be limited to products in the following categories:

1. General Purpose Cleaners
2. Restroom Cleaners
3. Glass Cleaners
4. Disinfectants and Deodorizers
5. Laundry Detergents and Bleach
6. Floor Finish and Floor Finish Strippers
7. Carpet and Upholstery Cleaners

## C. DEFINITIONS

**General-purpose cleaners:** This category includes products used for routine cleaning of hard surfaces including impervious flooring such as concrete or tile. It does not include cleaners intended primarily for the removal of rust, mineral deposits, or odors. It does not include products intended primarily to strip, polish, or wax floors, and it does not include cleaners intended primarily for dishes, laundry, carpets, upholstery, or wood. This category does not include any products required to be registered under the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), such as disinfectants and sanitizers.

**Restroom cleaners:** This category includes products used to clean hard surfaces in a bathroom such as counters, walls, floors, fixtures, basins, tubs, and tile. It may include products that are required to be registered under FIFRA.

**Glass cleaners:** This category includes products used to clean windows, glass, and polished surfaces. This category does not include any products required to be registered under FIFRA, such as those making claims as sterilizers, disinfectants, or sanitizers.

**Disinfectants/Deodorizers:** EPA registered agents used to destroy or irreversibly inactivate infectious fungi, viruses, and bacteria, but not necessarily their spores.

## **Carpet & upholstery care products**

**Floor finish & floor finish strippers:** Floor finish (also called floor polish) is defined as any product designed to polish, protect, or enhance floor surfaces by leaving a protective wax, polymer, or resin coating that is designed to be periodically removed (stripped) and reapplied. Floor finish stripper (or floor finish remover – referred to here as “stripper”) is defined as a product designed to remove floor finish through breakdown of the finish polymers, or by dissolving or emulsifying the finish, polish, or wax. This category does not include general-purpose cleaners that can be used to clean floors, floor sealers, spray buffing products, or products designed to remove floor wax solely through abrasion. Products shall not contain the following ingredients: Alkylphenol ethoxylates; Phthalates; Zinc or other heavy metals, including arsenic, lead, cadmium, cobalt, chromium, mercury, nickel, selenium; Optical brighteners; or Ozone-depleting compounds (ODCs)

**Laundry detergents:** This category includes powdered laundry detergent and powdered laundry detergent with bleach.

## **D. METHOD OF AWARD**

Award(s) (if any) will be made to the responsive and responsible bidder(s) offering the highest number of environmentally preferable product items at the lowest cost as determined by Multnomah County, based on the guidelines listed in Specifications and Additional Contract Terms, III, A, Environmentally Preferable, beginning on page 5. The award(s) will be made on an all-or-none basis or by category, whichever method is in the best interest of the County. **Only those bidders who bid on all items on the Bid Sheets will be considered for award on an all-or-none basis. Only those bidders who bid on all items in a category on the Bid Sheets will be considered for award for that category.** The County reserves the right not to award individual items or categories if it is in the County’s best interest to do so.

## **E. SAMPLES**

County reserves the right to request samples after bid opening but before award. Failure to timely submit samples when requested may result in rejection of the bid. Samples must be furnished at no cost to the County. If not destroyed or mutilated in testing, samples will, upon request, be returned at bidder’s expense. Samples are required for the purpose of determining whether the sample meets the specifications in this Invitation to Bid. If any sample fails to meet the applicable specification for that item, the bid shall be deemed non-responsive as to that item. This may result in the entire bid being rejected as non-responsive if the contract is awarded on an all-or-none basis, or result in the bid being non-responsive as to one or more categories if the bid is awarded by category.

## **F. TERM OF THE CONTRACT**

The Contract term shall be for three (3) years with the option to extend for two (2) additional one (1) year terms. A sample contract is attached as Attachment A to this ITB. The delivery or furnishing of any of the bid items cannot commence until a contract is duly and properly executed.

## **G. MANDATORY PRE-BID CONFERENCE**

A **MANDATORY** Pre-Bid Conference will be held on **October 31, 2005, 9:30 am**, at the **Multnomah County Central Stores Conference Room, 700 NE 55<sup>th</sup> Ave, Building A, Portland, OR**. Failure to attend the pre-bid conference and sign the pre-bid attendance list shall result in rejection of the bid.

## **IV. ADDITIONAL CONTRACT TERMS**

### **A. BID PRICES TO COVER ENTIRE WORK**

All bid prices shall be bid F.O.B. destination and **shall include all shipping and all delivery costs** anywhere within Multnomah County, Oregon. The County reserves the right to change delivery sites throughout the contract period. New sites may be added and/or others may be deleted. There shall be no change in cost for delivery site additions or deletions. Closing or deletion of any such sites shall not change the Contractor's obligations to provide all products and services described herein to all remaining or added County locations.

**Bid prices shall also include installation and set up of automated dispensing/mixing equipment that is compatible with and properly dilutes and dispenses the products proposed in Category 1; training; and end-user spray bottles and spray nozzles with labels for each of the products that will be dispensed.** (See Item N., page 10)

### **B. ESTIMATED PURCHASES**

The quantities indicated on the Bid Sheets are estimates of anticipated one-year purchases and are offered solely for the purpose of bid evaluation. The estimates provided are based on the previous year purchases. Larger or smaller quantities may be purchased and the contractor agrees to deliver as ordered. The annual purchase amount is estimated to be \$50,000.00. The County in no way implies or guarantees that the estimated amounts or any amount will be purchased during the term of any contract resulting from this invitation to bid.

### **C. METHOD OF PAYMENT**

Payment shall be net thirty (30) days unless otherwise specified, upon submission of one copy of invoice, to **Multnomah County Central Stores, 700 N.E. 55th, Bldg A, Portland, Oregon 97213**. Each invoice shall detail description of items, item numbers, and quantities of items. Invoices shall reference the Purchase Order number, date and person placing the order. If the order covered by the application for payment is incomplete or items are defective, the payment may be withheld or reduced until the order is complete or the items have been replaced.

### **D. PRICE ADJUSTMENT CLAUSE**

All bid prices shall be protected from increase for the first year of the contract. Changes in bid prices or discounts shall be submitted in writing sixty (60) days prior to the proposed date of change, and then only in the same proportion that changes have occurred on the manufacturer's latest published price lists, discount schedules, federal price index, or other means of positive verification. All information regarding any proposed date of price or discount change(s) shall be submitted to the County in writing sixty (60) days prior to the proposed change(s), and the County shall have the right to accept or reject any proposed change(s) in any of the originally bid prices or discounts.

The County shall be given the immediate benefit of any price decrease. Contractor shall promptly notify the County agency of the amount and effective date of such decrease. This decrease shall apply to orders placed on or after the effective date of the decrease. Invoices shall reflect prices in effect on the date the order was placed with the Contractor. Should such decreased prices again increase during the term of the contract, including extensions, the County shall honor the increase if acceptable documentation verifying the increase is submitted to the County. The County shall determine what constitutes acceptable documentation.

## **E. COMPLETION OF FORMS**

Bidder shall submit all of the information requested in this bid package. The blank spaces must be completed in accordance with the apparent intent. **The signature of the Bidder(s) supporting the bid shall appear in the space provided for this purpose on page 2, Offeror Representations and Certifications. Bidders shall complete and submit the Bid Sheets.**

## **F. ADD/DELETE ITEMS**

Multnomah County reserves the right to add or delete items during the term of the awarded contract. In the event that new product(s) become available during the term of the contract, the Contractor may offer new products to the County. These items shall be provided at the same discount off manufacturer's list price or percentage mark-up from contractor costs provided for similar items on the Bid Sheets, Section Two, Item A.

## **G. ORDERING**

Contractor shall provide a local or a toll free telephone number for the placing of orders (Bid Sheets, Section Two, Item B). It shall be available for ordering between 7:30 a.m. and 4:00 p.m. Pacific time, Monday through Friday. **In addition, contractor shall have the ability to deliver 80% of products within seventy-two (72) hours of order placement, without additional cost to the County.**

## **H. INVENTORY**

Bidder agrees to maintain reasonable inventories to insure that back orders will be kept to a minimum and delivery can be accomplished according to the terms of this Bid. Repeated back-ordering may be cause for contract cancellation or the County to affect cover by utilizing alternate sources. Back orders shipped from other locations to fulfill and or to meet deadlines will not result in additional cost to the County.

## **I. PRICING**

Bidder shall indicate the percentage discount off manufacturer's list price or percentage markup over bidder's cost for each category on the Bid Sheets, Section Two, Item A. Multnomah County reserves the right to request, at its option, catalogs and pricing schedules. Failure to meet this requirement within five (5) working days after the request shall be cause for rejection of bid.

## **J. RETURNS**

Bidder shall allow returns within thirty (30) days of purchase at no charge, excluding shipping charges. Within five (5) calendar days of notice of award, Successful Bidder shall submit complete returns procedure including all terms and conditions for all items listed on pricing sheets. Failure to submit returns procedure within five (5) calendars days of notice of award may result in the County's awarding to the next lowest, responsive, responsible Bidder.

## **K. OVERSTOCK RETURNS**

Bidder shall indicate their return and credit policy for bid items stocked by Multnomah County for which the County has no further use ( Bid Sheets, Section Two, Item C).

## **L. INSURANCE**

1. If the contractor is delivering goods and/or will be on County premises at any time for any reason throughout the term of the contract, insurance requirements are as stated in the STANDARD TERMS AND CONDITIONS, Item No. 11 of the Sample Contract included with this bid.
2. If the contractor will not be delivering goods in person or set foot on County premises for any reason throughout the term of the contract, but instead will only be shipping goods by way of a common carrier to the County, insurance requirements as set for in the STANDARD TERMS AND CONDITIONS, Item No. 11 of the Sample Contract included with this bid, will not be required.

#### **M. TRIAL PERIOD**

The first sixty (60) days of the contract shall be a trial period as related to the contract services and specification compliance. The first day of the sixty (60) day trial shall commence when the first order is placed with the contractor.

A Contractor who is not in compliance during this "Trial Period" may be terminated by Multnomah County with ten (10) calendar day's notice of noncompliance. Should such a situation arise, Multnomah County reserves the option to offer contract award to the next lowest responsive, responsible bidder.

#### **N. EQUIPMENT AND TRAINING**

Contractor shall provide automated dispensing/mixing equipment and end user spray bottles with appropriate product numbers and labels color coded to the product to aid in training. If new equipment becomes available during the term of the resultant contract, Contractor shall provide the new equipment at no extra charge to the County. Contractor shall offer training and training materials in the proper use of the product. These shall include step-by-step instructions for the proper dilution, use, disposal, the use of equipment, and proper ventilation. Contractor shall have product-labeling systems to assist non-English-speaking or illiterate personnel.

#### **O. BID SHEETS INSTRUCTIONS (IMPORTANT—PLEASE READ CAREFULLY)**

1. Bidder shall furnish evidence of certification, wherever applicable, for all items bid
2. Bidder shall include MSDS sheets for all items bid.
3. For price comparison purposes, bidder shall perform all necessary price conversions so that the unit price is based on the unit of measure specified on the Bid Sheets for each item.
4. Bidder shall multiply the Estimated Usage times the Unit Price and enter the result in the Total Price column
5. For liquid cleaners, bidder shall complete the Price Per Oz. Diluted column where applicable.
6. Enter manufacturer name and product number in the column of MANUF/PRODUCT #
7. In Bid Sheets Section Two, Item A, enter the percentage discount off manufacturer's list price or percentage markup over cost for each category.
8. In Bid Sheets Section Two, Item B, enter a local or toll free telephone number for ordering.
9. In Bid Sheets Section Two, Item C, describe your Overstock Returns Policy.

ATTACHMENT A SAMPLE CONTRACT

MULTNOMAH COUNTY REQUIREMENTS CONTRACT FOR GOODS

CONTRACT NO. \_\_\_\_\_

This Contract is between MULTNOMAH COUNTY (County) and \_\_\_\_\_ (Contractor).

The parties agree as follows:

**Effective Date and Termination Date.** The effective date of this contract shall be \_\_\_\_\_ or the date, on which each party has signed this Contract, whichever is later. The termination date shall be \_\_\_\_\_ unless this contract is terminated earlier under paragraph 5 below.

**Contractor’s Agreement to Sell Goods.** Contractor agrees to sell to County on a requirements basis the goods described in Exhibit 1 (Bid Pages) in accordance with the terms and conditions of this Contract and the Exhibit 2 (Specifications and Additional Contract Requirements).

**County’s Agreement to Pay for Goods.** County shall pay Contractor for the goods at the prices set forth in Exhibit 1. Two copies of each invoice shall be mailed to:

[Insert Address]

Each invoice shall describe the items provided, the item numbers and the quantity provided. The invoice shall also identify each purchase order covered by the invoice by the number of the purchase order, the date, and the name of the person placing the order. All items shall be invoiced based on the same unit of measure shown on Exhibit 1.

County shall pay the invoice within 30 days unless otherwise provided in Exhibit 2. Contractor shall bill County as provided in Exhibit 1. County shall have the right to withhold from payments due Contractor such sums as are necessary in County’s sole opinion to protect County from any loss, damage, or claim which may result from Contractor’s failure to perform in accordance with the terms of the Contract.

**Discounts for Early Payment** If the County is entitled to a cash discount for payment within a particular period of time, the time period shall start on the date the entire order is delivered or the date the invoice is received whichever is later.

**County Purchases Not Required and Subject to Change** County is not required to make any purchases under this contract. County may add products to this contract at prices agreed upon by County and Contractor.

**County to Purchase from Primary Vendor; Exceptions** If Contractor is the primary vendor for an item described in Exhibit 1, County shall purchase that item from Contractor unless, for a particular purchase, that item is not available from Contractor or because of the geographic location of Contractor or other reason it is in the County’s economic interest to purchase that item from another contractor. If Contractor is shown as the secondary vendor for an item described in Exhibit 1, County shall purchase that item from Contractor rather than the primary vendor only when that item is not available from the primary vendor, or because of the geographic location of Contractor or other reason, it is in the County’s economic interest to purchase that item from Contractor.

STANDARD TERMS AND CONDITIONS

1. **Time is of the Essence.** Time is of the essence in the performance of this Contract.
2. **Subcontracts and Assignment.** Contractor shall not subcontract any of its obligations under this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of County.
3. **No Third Party Beneficiaries.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives or provides any benefit or right, whether

directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

4. **Successors in Interest.** The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.
5. **Early Termination.** This Contract may be terminated as follows:
  - a. County and Contractor, by mutual written agreement, may terminate this Contract at any time.
  - b. County in its sole discretion may terminate this Contract for any reason on 30 days written notice to Contractor. During the first 60 days of this Contract, County may in its discretion terminate this Contract for any reason on 10 days written notice to Contractor.
  - c. Either County or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.
  - d. Notwithstanding paragraph 5(c), County may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation or non-renewal of any license, permit or certificate that Contractor must hold to provide services under this Contract.
6. **Payment on Early Termination.** Upon termination pursuant to paragraph 5, payment shall be made as follows:
  - a. If terminated under 5(a) or 5(b) for the convenience of the County, the County shall pay Contractor for goods ordered by county prior to termination and delivered to county provided that such goods conform to contract specifications. County shall not be liable for direct, indirect or consequential damages resulting from termination. Termination shall not result in a waiver of any claim County may have against Contractor.
  - b. If terminated under 5(c) by the Contractor due to a breach by the County, then the County shall pay the Contractor for goods ordered by county prior to termination and delivered to county provided that such goods conform to contract specifications.
  - c. If terminated under 5(c) or 5(d) by the County due to a breach by the Contractor, then the County shall pay the Contractor for goods ordered by county prior to termination and delivered to county provided that such goods conform to contract specifications less any setoff to which the County is entitled.
7. **Remedies.** In the event of breach of this Contract the parties shall have the following remedies:
  - a. If terminated under 5(c) by the County due to a breach by the Contractor, the County may substitute another contractor to supply the goods to be provided under this Contract. If the cost of goods supplied over the remaining term of this Contract exceeds the cost that County would have paid under the terms of this Contract if Contractor had not breached this agreement, then Contractor shall pay to the County the difference.
  - b. In addition to the remedies in paragraphs 5 and 7 for a breach by the Contractor, the County also shall be entitled to any other equitable and legal remedies that are available.
  - c. If the County breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.
8. **Access to Records.** Contractor shall maintain fiscal records and all other records pertinent to this Contract. All fiscal records shall be maintained pursuant to generally accepted accounting standards, and other records shall be maintained to the extent necessary to clearly reflect actions taken. All such records shall be retained and kept accessible for at least three years following final payment. County's authorized representatives shall have the right to direct access to all of Contractor's books, documents, papers and records related to this Contract for the purpose of conducting audits and examinations and making copies, excerpts and transcripts. County shall reimburse Contractor for Contractor's cost of preparing copies.
9. **Compliance with Applicable Law.** Contractor shall comply with all federal, state, and local laws applicable to the work under this Contract, and all regulations and administrative rules established pursuant to those laws, including, without limitation ORS 279.312, 279.314, 279.316, 279.320 and 279.334.

10. **Indemnity.** Contractor shall defend, save, hold harmless, and indemnify County and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorneys fees, resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract. Contractor shall have control of the defense and settlement of any claim that is subject to this paragraph. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Multnomah County Attorney's Office, authority to act as legal counsel for County, nor shall Contractor settle any claim on behalf of County without the approval of the Multnomah County Attorney's Office. County may, at its election and expense, assume its own defense and settlement.

11. **Insurance.** Contractor shall provide the following insurance:

- a. Workers Compensation insurance in compliance with ORS 656.017 together with Employer's Liability insurance with coverage limits of not less than \$500,000.
- b. Commercial General Liability insurance, on an occurrence basis, with a combined single limit of not less than \$1,000,000, each occurrence for bodily injury and property damage, with an annual aggregate limit of \$1,000,000. This insurance shall include contractual liability coverage.
- c. Automobile Liability insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each occurrence for bodily injury and property damage, including coverage for owned, hired or non-owned vehicles.

Coverage must be provided by an insurance company admitted to do business in Oregon or rated A- or better by Best's Insurance Rating. Contractor's coverage will be primary in the event of loss. Contractor shall pay all deductibles and retentions. A cross-liability clause or separation of insureds condition will be included in all commercial general liability policies required by this Contract.

Contractor shall furnish a Certificate of Insurance to the County with the signed Contract. The Certificate shall provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without 30 days written notice from the Contractor's insurer to the County. The Certificate shall also state the deductible or retention level. If requested, complete copies of insurance policies shall be provided to the County.

If Contractor ships all goods to be supplied under this contract by common carrier and will not make deliveries to the County using its own employees, proof of insurance as set forth in this paragraph 11 will not be required.

12. **Waiver.** Waiver of any default under this Contract by County shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.

13. **Governing Law.** The provisions of this Contract shall be construed in accordance with the laws of the State of Oregon and ordinances of Multnomah County, Oregon. Any legal action involving any question arising under this Contract must be brought in Multnomah County, Oregon. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the District of Oregon.

14. **Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held invalid.

15. **Merger Clause.** This Contract and the attached exhibits constitute the entire agreement between the parties. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

16. **Anti-discrimination Clause.** Contractor shall not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity, source of income, or political affiliation in programs, activities, services, benefits or employment. Contractor shall not discriminate against minority-owned, women-owned or emerging small businesses. Contractor shall include a provision in each sub-contract requiring subcontractors to comply with the requirements of this clause.

17. **Patent Infringement.** Contractor agrees to indemnify and hold harmless County against all claims for patent infringement arising from the purchase, installation, or use of any item delivered to County and to assume all expenses, including attorney fees and pay all damages arising from such claim.
18. **Intergovernmental Agreement:** Other public agencies may establish contracts or price agreements directly with the Contractor under the terms, conditions and prices of the original contract pursuant to ORS 279A.215, Multnomah County PCRB Rules, and agreement by the selected Contractor to extend the terms, conditions and prices of the original Contract.
19. **Delivery.** All deliveries shall be FOB destination specified in the Specifications with all transportation and handling charges paid by Contractor, unless otherwise specified in the Specifications. Liability for loss or damage shall remain with the Contractor until final inspection and acceptance by the County.
20. **Liens.** Contractor shall not permit any claim to be filed or prosecuted against the County or any lien against the property purchased in connection with this contract and agrees to assume responsibility should such lien or claim be filed.
21. **General Product Requirements.** All items delivered shall conform with the Specifications and shall be in first class condition. Acceptance by the County shall be subject to inspection and approval. In case of conflict between the Specifications and Additional Contract Terms and these Standard Terms and Conditions, the Specifications and Additional Contract Terms shall prevail. The apparent silence of the Standard Terms and Conditions and Specifications and Additional Contract Terms as to any detail or the apparent omission of a detailed description concerning any point shall be regarded as meaning that only best commercial practice is to prevail and that only items manufactured with material and workmanship of first quality are to be supplied. All items delivered shall be of identical style, quality and appointments as those offered to the trade in general during the course of the model year. All items delivered shall be new current models, free and clear of all liens and encumbrances. Unless otherwise provided in the Specifications items shall, where appropriate, be prepared for delivery to and use by the County by a factory franchised agent. Each item delivered shall be accompanied by all pre-delivery inspection sheets, coupons, certificates, descriptive literature, warranty cards and information provided by the manufacturer and furnished to the trade in general. All such documents shall be properly completed and signed in accordance with industry standards. All items required by the Specifications to be UL listed shall indicate the current UL listing on the item. All items that are required by the Specifications to have any other certification shall indicate that certification on the item or in the accompanying documentation.
22. **Inspection and Acceptance.** Goods furnished under this Contract shall be subject to inspection and test by the County at times and places determined by the County. If the County finds goods furnished to be incomplete or not in compliance with the Contract, the County, at its sole discretion, may either reject the goods, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods to the County at a reduced price, whichever the County deems equitable under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by the County, the County may reject the goods and cancel the Contract in whole or in part. Nothing in this paragraph shall in any way affect or limit the County's rights as buyer under the Uniform Commercial Code, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.
23. **Warranty and Service.** Contractor warrants all goods delivered to be free from defects in labor, material and manufacture and to be in compliance with the specifications set out in this Contract. All implied and express warranty provisions of the UCC are hereby incorporated by reference. Further, Contractor represents and warrants that Contractor has the power and authority to enter into and perform this Contract and that this Contract, when executed and delivered, shall be a valid and binding obligation of contractor enforceable in accordance with its terms. All items delivered shall carry either the standard manufacturer's warranty or service policy providing that warranty work will be performed by any authorized manufacturer's dealer, or if specified in the Specifications, the warranty and service policy called for in the Specifications. In addition, unless otherwise noted in the Specifications, the warranty and service policy indicated above shall include the following terms and conditions:
  - a. There shall be no distance or time limitations, not applicable to the trade in general, on either standard or extended warranty or labor. All franchised or authorized dealers of the item in the state shall honor warranty. Warranty maintenance requirements, when performed by County, shall be acceptable to dealer when said work performance meets or exceeds the dealer certification requirements. County shall provide evidence of such work performance upon request, as required by the manufacturer. Any extended warranty period customarily granted shall be made available to County at no additional cost, and
  - b. County shall be advised of all product recalls on all or any part of the item at no additional cost. All product recall information, replacement parts and labor, shall be provided to the County as soon as available to dealer.



# ATTACHMENT B MULTNOMAH COUNTY GREEN CLEANING POLICY

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

## RESOLUTION NO. 05-154

Adopting a Green Cleaning Policy for Multnomah County Facilities

### The Multnomah County Board of Commissioners Finds:

- a. Multnomah County has a responsibility to retain the beneficial functions of cleaning products while preventing negative impacts to human health and the environment from those products.
- b. Previous action by Multnomah County with the adoption of Sustainability Principles, Sustainable Procurement Strategy, and a High Performance Green building policy supports transition to sustainable cleaners for County facilities.
- c. Sustainable cleaning products are preferred by many public agencies because of reports showing that traditional cleaning products:
  - Often contain toxic ingredients linked to asthma, birth defects, and cancer (Hazardous ingredients comprise approximately 25% of the total weight of industrial cleaning products);
  - Can cause janitor and building-occupant illnesses (On average, six of 100 janitors in the U.S. are injured on the job);
  - Can contaminate indoor air and local waterways with pollutants (Cleaning products are a leading culprit of poor indoor air quality, which can be up to five times worse than outdoor air).
- d. County agencies, including Facilities, Sheriff's, Health, and Central Stores, participated in a review of Custodial Cleaning Products as a part of the Multnomah County Sustainable Procurement Strategy, and recommended phase-in of sustainable cleaning products which:
  - Have a low impact to the environment;
  - Are safe for human health and least toxic for the application needed;
  - Effective for application needed and cost efficient;
  - Require a limited number of products to clean successfully.
- e. County agency findings about currently-used cleaning products included the following:
  - Multnomah County spends \$38,000 annually on 18 different custodial cleaning products;
  - Several products, even general purpose cleaners, contained toxic disinfecting ingredients that are linked to illnesses such as cancer, endocrine disruption, nervous system toxicity, respiratory ailments, and skin sensitization.
  - Many products also contribute to environmental harm, including smog, fish toxicity, hazardous air pollution, and are not readily biodegradable.
- f. Potentially hazardous disinfectants may be needed in specific facility types to treat aggressive contamination outbreaks where the use of general purpose cleaners has not been shown to be effective in controlling the contamination. Such use of these types of

disinfectants will be limited to the specific contamination and only employed by workers trained in the use of the particular disinfectant(s).

- g. Potential cost efficiencies may be found in reducing the number and volume of cleaning products needed to clean facilities effectively, as well as in using concentrated products where possible.

**The Multnomah County Board of Commissioners Resolves:**

1. To reduce exposure of building occupants and custodial personnel to potentially hazardous chemical contaminants by adopting the following Green Cleaning Policy that requires:
  - (a) Phase-in sustainable general purpose cleaners and disinfectant cleaners by the end of 2006, and sustainable floor care and laundry cleaning products by the end of 2007, using standards developed by Green Seal as guidance.
  - (b) Suppliers of cleaning products will provide training to the County's custodial service providers on proper use and handling of cleaning products. Facilities and Property Management will oversee this training opportunity for custodial service providers.
  - (c) County departments and janitorial service providers will use cleaning products provided through Central Stores. Central Stores will track progress by annually summarizing cleaning products used and their application until phase-in of sustainable cleaning products is complete.
  - (d) Potentially hazardous disinfectants may be used to treat aggressive contamination outbreaks only where the use of general purpose cleaners has not been shown to be effective in controlling the contamination; any such use of these types of disinfectants shall be only by workers trained in the use of the particular disinfectant(s).

ADOPTED this 8th day of September, 2005.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
Matthew O. Ryan, Assistant County Attorney

VENDOR NAME

ITEM	DESCRIPTION	EST. USAGE	UNIT OF MEAS.	MANUF / PRODUCT #	CERTIFICATION	UNIT PRICE	EXTD. PRICE	PRICE PER OZ DILUTED
<b>SECTION ONE</b>								
<b>CATEGORY ONE - GENERAL PURPOSE/HEAVY DUTY CLEANERS</b>								
1	Cleaner general purpose concentrated	350	Gallon					
2	Cleaner general purpose rtu diluted in quart containers	400	Quart					
3	PH neutral floor cleaner	450	Gallon					
4	Cleaner/degreaser heavy duty concentrated	250	Gallon					
5	Cleaner/degreaser heavy duty rtu diluted in quart bottles	200	Quart					
6	Cleaner toilet bowl non-acid concentrated 12 at/cas	1250	Quart					
7	Cleaner toilet bowl non-acid rtu diluted in quart containers	200	Quart					
8	Cleaner restroom fixture concentrated	250	Quart					
9	Cleaner restroom fixture rtu diluted in quart containers	400	Quart					
10	Cleaner glass concentrate	250	Gallon					
11	Cleaner glass rtu diluted in quart containers	400	Quart					
12	Disinfectant	1100	Gallon					
13	Deodorizer/qt spray bottle	650	Quart					
IF YOU WISH TO BE CONSIDERED FOR AWARD BY CATEGORY FOR THIS CATEGORY YOU MUST BID ON EVERY ITEM						<b>CATEGORY 1 SUB TOTAL</b>		
<b>CATEGORY TWO - LAUNDRY DETERGENTS AND BLEACH</b>								
1	Laundry detergent powder 50# BOX	125	Box					
2	Laundry detergent powder w/bleach 30# BOX	110	Box					
3	Bleach dry 6% solution 50# BOX	20	Box					
4	Bleach 5.25% liquid 6 GAL/CAS	720	Gallon					
IF YOU WISH TO BE CONSIDERED FOR AWARD BY CATEGORY FOR THIS CATEGORY YOU MUST BID ON EVERY ITEM						<b>CATEGORY 2 SUB TOTAL</b>		

VENDOR NAME

ITEM	DESCRIPTION	EST. USAGE	UNIT OF MEAS.	MANUF / PRODUCT #	CERTIFICATION	UNIT PRICE	EXTD. PRICE	PRICE PER OZ DILUTED
<b>CATEGORY THREE - FLOOR FINISHES/FLOOR STRIPPERS</b>								
1	Floor finish high performance	500	Gallon					
2	Floor/concrete sealer	400	Gallon					
3	Floor stripper	400	Gallon					
4	floor cleaner/degreaser	200	Gallon					
IF YOU WISH TO BE CONSIDERED FOR AWARD BY CATEGORY FOR THIS CATEGORY YOU MUST BID ON EVERY ITEM							<b>CATEGORY 3 SUB TOTAL</b>	<input type="text"/>
<b>CATEGORY FOUR - CARPET/UPHOLSTERY CLEANERS</b>								
1	Carpet shampoo/sanitizer	300	Gallon					
2	Extraction cleaner low foam	200	Gallon					
3	Tannin spot remover	200	Gallon					
4	Remover spot & gum 12 CAN/CASE	15	Case					
5	Cleaner prespray spotter	60	Gallon					
IF YOU WISH TO BE CONSIDERED FOR AWARD BY CATEGORY FOR THIS CATEGORY YOU MUST BID ON EVERY ITEM							<b>CATEGORY 4 SUB TOTAL</b>	<input type="text"/>

CATEGORY 1

CATEGORY 2

CATEGORY 3

CATEGORY 4

\$  -

VENDOR NAME

ITEM	DESCRIPTION	EST. USAGE	UNIT OF MEAS.	MANUF / PRODUCT #	CERTIFICATION	UNIT PRICE	EXTD. PRICE	PRICE PER OZ DILUTED
SECTION TWO								

A. If additional items are purchased under a resultant contract (see general conditions/specifications), how will the price of these items be determined?

Percentage off Manufacturer's List Price:

Category 1 \_\_\_\_% Category 2 \_\_\_\_% Category 3 \_\_\_\_% Category 4 \_\_\_\_%

OR

Percentage Markup over Bidder's Cost:

Category 1 \_\_\_\_% Category 2 \_\_\_\_% Category 3 \_\_\_\_% Category 4 \_\_\_\_%

B. Local or toll free telephone number for ordering: \_\_\_\_\_

C. Describe your Overstock Returns policy: \_\_\_\_\_