

BEFORE THE COUNCIL INTERNAL AFFAIRS COMMITTEE
OF THE METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF ENTERING INTO) RESOLUTION NO 88-930
A CONTRACT WITH UNITED BEER FOR)
THE PURPOSE OF PROVIDING BEER TO) Introduced by the Executive
THE WASHINGTON PARK ZOO) Officer

WHEREAS, The Visitor Services Division of the Washington Park Zoo initiated an annual beer bidding process following the prescribed guidelines and

WHEREAS, United Beer Distributing has been found the only bidder who met the specifications and had the lowest bid for the items on the proposed contract; and

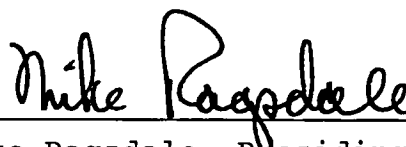
WHEREAS, The Zoo Committee recommends approval of the Contract; now therefore,

BE IT RESOLVED,

1. That the Council of the Metropolitan Service District authorizes the District to enter into a contract with United Beer Distributing within five (5) days of the adoption of the Resolution.

2. That the contract be in effect until December 31, 1988.

ADOPTED by the Council Internal Affairs Committee of the Metropolitan Service District this 9th day of June, 1988.



Mike Ragsdale, Presiding Officer

Staff Report

CONSIDERATION OF A PURCHASE CONTRACT
WITH UNITED BEER DISTRIBUTING

Date: May 26, 1988

Presented by: Gayle Rathbun

FACTUAL BACKGROUND AND ANALYSIS

Metro's Washington Park Zoo has need to purchase beer and bulk wine products to vend at its summer concert series which begins June 15 and other special events and has need for the provision of certain equipment for the serving and sale of these products.

The Call for Proposals was sent out to several suppliers and was advertised. The Call for Proposals is attached to this report. Proposals received were reviewed by the staff and it was decided to recommend that a purchase contract be awarded to United Beer Distributing based on the specifications and the low bid price.

This expenditure is budgeted for in the Visitor Services Merchandise for Resale - Food line item. We estimate that the expenditure will not exceed \$25,000.00

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends the approval of this contract.



GRANT/CONTRACT SUMMARY

METROPOLITAN SERVICE DISTRICT

GRANT/CONTRACT NO. 88-5-674-Z BUDGET CODE NO. 20 06 21 7390 0000
 FUND: Zoo DEPARTMENT: Vis. Svcs. (IF MORE THAN ONE)
 SOURCE CODE (IF REVENUE)

INSTRUCTIONS

1. OBTAIN GRANT/CONTRACT NUMBER FROM CONTRACTS MANAGER. CONTRACT NUMBER SHOULD APPEAR ON THE SUMMARY FORM AND ALL COPIES OF THE CONTRACT.
2. COMPLETE SUMMARY FORM.
3. IF CONTRACT IS —
 - A. SOLE SOURCE, ATTACH MEMO DETAILING JUSTIFICATION.
 - B. UNDER \$2,500, ATTACH MEMO DETAILING NEED FOR CONTRACT AND CONTRACTOR'S CAPABILITIES, BIDS, ETC.
 - C. OVER \$2,500, ATTACH QUOTES, EVAL. FORM, NOTIFICATION OF REJECTION, ETC.
 - D. OVER \$50,000, ATTACH AGENDA MANAGEMENT SUMMARY FROM COUNCIL PACKET, BIDS, RFP, ETC.
4. PROVIDE PACKET TO CONTRACTS MANAGER FOR PROCESSING

1. PURPOSE OF GRANT/CONTRACT Purchase of beer and bulk wine

2. TYPE OF EXPENSE PERSONAL SERVICES LABOR AND MATERIALS PROCUREMENT
 PASS THROUGH AGREEMENT INTER-GOVERNMENTAL AGREEMENT CONSTRUCTION
 OTHER

OR

TYPE OF REVENUE GRANT CONTRACT OTHER

3. TYPE OF ACTION CHANGE IN COST CHANGE IN WORK SCOPE
 CHANGE IN TIMING NEW CONTRACT

4. PARTIES United Beer Distributing

5. EFFECTIVE DATE 6/10/88 TERMINATION DATE 12/31/88
 (THIS IS A CHANGE FROM)

6. EXTENT OF TOTAL COMMITMENT: ORIGINAL/NEW \$ 25,000.00
 PREV. AMEND
 THIS AMEND
 TOTAL \$ 25,000.00

7. BUDGET INFORMATION

A. AMOUNT OF GRANT/CONTRACT TO BE SPENT IN FISCAL YEAR 1987-88 \$ 7,000.00
 Mdse. for Resale
 B. BUDGET LINE ITEM NAME Food AMOUNT APPROPRIATED FOR CONTRACT \$ 7,000.00
 C. ESTIMATED TOTAL LINE ITEM APPROPRIATION REMAINING AS OF April 1, 1988 \$ 137,161.00

8. SUMMARY OF BIDS OR QUOTES (PLEASE INDICATE IF A MINORITY BUSINESS ENTERPRISE)

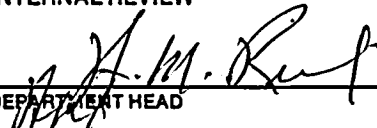
Beer: United Beer Distributing \$ 36.50/keg MBE
 SUBMITTED BY Maletis AMOUNT 39.50/keg
 \$ MBE
 SUBMITTED BY United Beer Distributing AMOUNT 16.90/18 lt. bag
Bulk Wine: Maletis \$ 18.95/18 lt. bag MBE
 SUBMITTED BY Valley Wine AMOUNT 18.95/18 lt. bag

9. NUMBER AND LOCATION OF ORIGINALS 3

10. A. APPROVED BY STATE/FEDERAL AGENCIES? YES NO NOT APPLICABLE
 B. IS THIS A DOT/UMTA/FHWA ASSISTED CONTRACT YES NO
11. IS CONTRACT OR SUBCONTRACT WITH A MINORITY BUSINESS? YES NO
 IF YES, WHICH JURISDICTION HAS AWARDED CERTIFICATION _____
12. WILL INSURANCE CERTIFICATE BE REQUIRED? YES NO
13. WERE BID AND PERFORMANCE BONDS SUBMITTED? YES NOT APPLICABLE
 TYPE OF BOND _____ AMOUNT \$ _____
 TYPE OF BOND _____ AMOUNT \$ _____
14. LIST OF KNOWN SUBCONTRACTORS (IF APPLICABLE)
- | | | |
|------------|---------------|------------------------------|
| NAME _____ | SERVICE _____ | <input type="checkbox"/> MBE |
| NAME _____ | SERVICE _____ | <input type="checkbox"/> MBE |
| NAME _____ | SERVICE _____ | <input type="checkbox"/> MBE |
| NAME _____ | SERVICE _____ | <input type="checkbox"/> MBE |
15. IF THE CONTRACT IS OVER \$10,000
 A. IS THE CONTRACTOR DOMICILED IN OR REGISTERED TO DO BUSINESS IN THE STATE OF OREGON?
 YES NO
- B. IF NO, HAS AN APPLICATION FOR FINAL PAYMENT RELEASE BEEN FORWARDED TO THE CONTRACTOR?
 YES DATE _____ INITIAL _____
16. COMMENTS:

GRANT/CONTRACT APPROVAL

INTERNAL REVIEW


 DEPARTMENT HEAD

CONTRACT REVIEW BOARD

(IF REQUIRED) DATE _____

1. _____
 COUNCILOR

2. _____
 COUNCILOR

3. _____
 COUNCILOR

COUNCIL REVIEW

(IF REQUIRED)

DATE _____

FISCAL REVIEW

BUDGET REVIEW

LEGAL COUNSEL REVIEW AS NEEDED:

A. DEVIATION TO CONTRACT FORM _____

B. CONTRACTS OVER \$10,000 _____

C. CONTRACTS BETWEEN GOVERNMENT AGENCIES _____

file

CALL FOR BEER AND WINE PROPOSALS

April 6, 1988

Metro's Washington Park Zoo has need to purchase a variety of beer and wine products to vend at its summer concert series and other special events and has need for the provision of certain equipment for the serving and sale of these products. Total quantities of products to be used are not known at this time as sales vary with concert attendance which is dependent on weather. Zoo use in 1987 (when known) is listed in parenthesis behind each product listed below. Metro cannot guarantee any certain quantity of products to be purchased and all prospective vendors agree that there are no such guarantees. Concerts are every Wednesday and Thursday evening from June 15 through August 11. A maximum of two vendors will be selected. Beer and wine could conceivably come from separate vendors. Both types of beer must come from the same vendor. Specialty wine may come from a separate vendor. Bulk wine must come from either the beer vendor or the specialty wine vendor, but not a third vendor. Equipment and paper/plastic products must be provided by the beer vendor.

I. Products Needed

A. Beers (all beer is to be supplied in standard kegs)

1. A beer acknowledged by the industry as a super premium beer, perceived by the general public as a super premium beer and confirmed by sales data to be a top selling beer within the Portland Metro area.
2. A quality beer from any of Portland's micro breweries.

B. Bulk Wine

1. Inexpensive bulk wine in chablis, rose and red available in both screw-top 750 ml bottles and 18 L dispenser boxes. Cost must be no more than \$3.00 per 750 ml bottle. (Chablis: 92 B/B; Rose: 10 B/B; Red: 11 B/B)
2. Inexpensive champagne in pull top 750 ml bottles. Cost must be no more than \$4.00 per 750 ml bottle. (27 cs.)

C. Oregon Wine

1. An Oregon white wine in cork-top 750 ml bottles. Cost must be no more than \$4.00 per 750 ml bottle. (23 cs.)
2. An Oregon white wine in cork top 750 ml bottles. Cost must be no more than \$5.00 per 750 ml bottle. (56 cs.)
3. An Oregon white wine in cork top 750 ml bottles. Cost must be no more than \$6.00 per 750 ml bottle. (23 cs.)
4. An Oregon "blush" wine in cork top 750 ml bottles. Cost must be no more than \$4.00 per 750 ml bottle. (39 cs.)
5. An Oregon red wine in cork top 750 ml bottles. Cost must be no more than \$4.50 per 750 ml bottle. (14 cs.)

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CALL FOR BEER AND WINE PROPOSALS
PAGE 2**

II. Equipment Needed

- A. One dispenser trailer/truck with 110 electrical hook-up, no more than 14' long, with minimum 20 keg capacity and 6 taps (faucets).**
- B. One dispenser trailer/truck, no more than 28' long, with minimum 80 keg capacity plus room for wine storage and 12 taps (faucets available for beer and wine). May be 110 or 220 electrical hookup. Both dispenser trailer/trucks must be available every Wednesday and Thursday evening from June 15 through August 11.**

III. Paper and Plastic Products Needed

- A. 12 oz. plastic beer cups (may have beer logo).**
- B. 32 oz. plastic cups with lids (must be plain).**
- C. 64 oz. beer tubs (prefer paper) with lids (may have beer logo).**

Interested suppliers must submit prices on the above items to the Zoo's Food Service Manager, Ms. Deanna Wright, Washington Park Zoo, 4001 S.W. Canyon Road, Portland, Oregon 97221-2799, no later than noon, Monday, April 25, 1988, and must arrange for a time with Ms. Wright to allow tasting of the products proposed for sale. Tastings shall take place at Washington Park Zoo and vendors shall be responsible for delivery of products to the tasting site. Metro shall bear no responsibility for any costs which vendors might incur in the provision of samples for tasting.

Vendors will be selected on the basis of cost, quality of the product, service to be rendered and marketing advantages. Metro reserves the right to reject, in its sole discretion, any proposed product on the basis of taste, price, marketing advantages or services to be rendered by vendor. Metro's decision as to these factors shall be final.

The successful vendor(s) will be required to enter into a requirements contract with Metro pursuant to which such vendor(s) shall agree to provide all of the beer and/or wine needs of Metro for this season along with paper goods and equipment as appropriate. The terms of the contract shall include negotiated delivery dates and times, the provision of liability insurance and such other terms as may be agreed upon.

For further information, please contact Ms. Wright, at 226-1561, extension 305.

PUBLIC CONTRACT

THIS Contract is entered into between the METROPOLITAN SERVICE DISTRICT, a municipal corporation, whose address is 2000 S.W. First Avenue, Portland, Oregon 97201-5398, hereinafter referred to as "METRO," and United Beer, whose address is 2615 NW Industrial, Portland, OR 97210, hereinafter referred to as the "CONTRACTOR."

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I

SCOPE OF WORK

CONTRACTOR shall perform the work and/or deliver to METRO the goods described in the Scope of Work attached hereto as Attachment "A." All services and goods shall be of good quality and, otherwise, in accordance with the Scope of Work.

ARTICLE II

TERM OF CONTRACT

The term of this Contract shall be for the period commencing June 10, 1988 through and including Dec. 31, 1988.

ARTICLE III

CONTRACT SUM AND TERMS OF PAYMENT

METRO shall compensate the CONTRACTOR for work performed and/or goods supplied as described in Attachment "B." Metro shall not be responsible for payment of any materials, expenses or costs other than those which are specifically included in Attachment "B."

ARTICLE IV

LIABILITY AND INDEMNITY

CONTRACTOR is an independent contractor and assumes full responsibility for the content of its work and performance of CONTRACTOR's labor, and assumes full responsibility for all liability for bodily injury or physical damage to person or property arising out of or related to this Contract, and shall indemnify and hold harmless METRO, its agents and employees, from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Contract. CONTRACTOR is solely responsible for paying CONTRACTOR's subcontractors. Nothing in this Contract shall create any contractual relationship between any subcontractor and METRO.

ARTICLE V

TERMINATION

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

ARTICLE VI

INSURANCE

CONTRACTOR shall maintain such insurance as will protect CONTRACTOR from claims under Workers' Compensation Acts and other employee benefits acts covering all of CONTRACTOR's employees

engaged in performing the work under this Contract; and from claims for damages because of bodily injury, including death and damages to property, all with coverage limits satisfactory to METRO. Liability insurance shall have minimum coverage limits of at least the dollar amounts listed in ORS 30.270. Additional coverage may be required in the Scope of Work attached hereto. This insurance must cover CONTRACTOR's operations under this Contract, whether such operations be by CONTRACTOR or by any subcontractor or anyone directly or indirectly employed by either of them. CONTRACTOR shall immediately increase the amounts of liability insurance required to reflect any changes in Oregon Law so that the insurance provided shall cover, at a minimum, the maximum liability limits under the Oregon Tort Claims Act.

If required in the Scope of Work attached hereto, CONTRACTOR shall provide METRO with a certificate of insurance complying with this article and naming METRO as an insured within fifteen (15) days of execution of this Contract or twenty-four (24) hours before services under this Contract commence, whichever date is earlier.

CONTRACTOR shall not be required to provide the liability insurance described in this Article if an express exclusion relieving CONTRACTOR of this requirement is contained in the Scope of Work.

ARTICLE VII

PUBLIC CONTRACTS

CONTRACTOR shall comply with all applicable provisions of ORS Chapters 187 and 279 and all other conditions and terms.

necessary to be inserted into public contracts in the state of Oregon, as if such provisions were a part of this Contract.

CONTRACTOR acknowledges receipt of copies of ORS 187.010-.020 and 279.310-.430.

ARTICLE VIII

ATTORNEY'S FEES

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

ARTICLE IX

QUALITY OF GOODS AND SERVICES

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

ARTICLE X

OWNERSHIP OF DOCUMENTS

All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by CONTRACTOR pursuant to this agreement are the property of METRO and

it is agreed by the parties hereto that such documents are works made for hire. CONTRACTOR does hereby convey, transfer and grant to METRO all rights of reproduction and the copyright to all such documents.

ARTICLE XI

SUBCONTRACTORS; DISADVANTAGED BUSINESS PROGRAM

CONTRACTOR shall contact METRO prior to negotiating any subcontracts and CONTRACTOR shall obtain approval from METRO before entering into any subcontracts for the performance of any of the services and/or supply of any of the goods covered by this Contract. METRO reserves the right to reasonably reject any subcontractor or supplier and no increase in the CONTRACTOR's compensation shall result thereby. All subcontracts related to this Contract shall include the terms and conditions of this agreement. CONTRACTOR shall be fully responsible for all of its subcontractors as provided in Article IV.

If required in the Scope of Work, CONTRACTOR agrees to make a good faith effort, as that term is defined in METRO's Disadvantaged Business Program (Section 2.04.160 of the Metro Code) to reach the goals of subcontracting n/a percent of the contract amount to Disadvantaged Businesses and n/a percent of the contract amount to Women-Owned Businesses. METRO reserves the right, at all times during the period of this agreement, to monitor compliance with the terms of this paragraph and METRO's Disadvantaged Business Program.

ARTICLE XII

RIGHT TO WITHHOLD PAYMENTS

METRO shall have the right to withhold from payments due CONTRACTOR such sums as necessary, in METRO's sole opinion, to protect METRO against any loss, damage or claim which may result from CONTRACTOR's performance or failure to perform under this agreement or the failure of CONTRACTOR to make proper payment to any suppliers or subcontractors. If a liquidated damages provision is contained in the Scope of Work and if CONTRACTOR has, in METRO's opinion, violated that provision, METRO shall have the right to withhold from payments due CONTRACTOR such sums as shall satisfy that provision. All sums withheld by METRO under this Article shall become the property of METRO and CONTRACTOR shall have no right to such sums to the extent that CONTRACTOR has breached this Contract.

ARTICLE XIII

SAFETY

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

ARTICLE XIV

INTEGRATION OF CONTRACT DOCUMENTS

All of the provisions of any bidding documents including, but not limited to, the Advertisement for Bids, General and Special Instructions to Bidders, Proposal, Scope of Work, and Specifications which were utilized in conjunction with the bidding of this Contract

are hereby expressly incorporated by reference. Otherwise, this Contract represents the entire and integrated agreement between METRO and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both METRO and CONTRACTOR. The law of the state of Oregon shall govern the construction and interpretation of this Contract.

ARTICLE XV

ASSIGNMENT

CONTRACTOR shall not assign any rights or obligations under or arising from this Contract without prior written consent from METRO.

UNITED BEER DISTRIBUTING

METROPOLITAN SERVICE DISTRICT

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

YS/gl
7536C/509-4
07/29/87

ATTACHMENT A

SCOPE OF WORK

Contractor will supply the following beer and bulk wine products at the listed prices:

Draft Beer in kegs: \$36.50 + deposit
Henry Weinhard's

Bulk Wine in 18 litre bag in the boxes:
Villa Bianchi - Chablis, Rose', Blush and Burgundy
\$16.90 per box

Cups:
12 oz. \$29.00 per case (1,000 per case)
64 oz. tubs with lids \$55.00 per case (200 per case)
32 oz. cups with lids \$70.00 per case (500 per case)

Equipment Rental:

Trailer: \$50.00 per day
Holds 20 kegs
Electric needed: 110 v.
Length required: 12'
Number of faucets: 6

Henry Truck: \$75.00 per day
Holds 80 kegs
Gas or electric needed 220V - 3 phase
Length required: 27'
Number of faucets: 4 sets of doubles
Wine faucets: 4

ATTACHMENT B

TERMS OF PAYMENT

- 1. Contractor shall invoice Metro at 2000 SW First Avenue, Portland, Oregon 97201 with a duplicate invoice sent to the Washington Park Zoo, 4001 SW Canyon Road, Portland, Oregon 97221, Attn: Visitor Services.**
- 2. All invoices must be approved in writing by the Visitor Services Manager or his designate prior to payment by Metro.**
- 3. Contractor shall charge for goods delivered per the price bid.**