

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF APPROVING A)	RESOLUTION NO. 89-1113
REQUEST FOR BIDS DOCUMENT FOR)	
REMOVAL OF SOURCE SEPARATED YARD)	Introduced by
DEBRIS FROM THE ST. JOHNS)	Rena Cusma,
LANDFILL AND PROCESSING THE)	Executive Officer
MATERIAL INTO A PRODUCT)	

WHEREAS, Section 2.04.033(b) of the Metro Code requires the Council must approve the proposal document for certain contracts; and

WHEREAS, The contract for removal of source separated yard debris from the St. Johns Landfill requires Council approval, and the bid document has been filed with the Council Clerk; now therefore,

BE IT RESOLVED,

That the Council of the Metropolitan Service District approved the Request for Bids for removal of source separated yard debris from the St. Johns Landfill, attached hereto as Exhibit A, and authorizes that it be released for response by vendors.

ADOPTED by the Council of the Metropolitan Service District
this 8th day of August, 1989.



Mike Ragsdale, Presiding Officer

7/18/89

RECEIVED JUL 18 1989

METROPOLITAN SERVICE DISTRICT
2000 S.W. First Avenue
Portland, Oregon 97201
REQUEST FOR BIDS
REMOVAL OF SOURCE SEPARATED YARD DEBRIS
FROM THE ST. JOHNS LANDFILL AND
PROCESSING THE MATERIAL INTO A PRODUCT

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I. ADVERTISEMENT FOR BIDS

REMOVAL OF SOURCE SEPARATED YARD DEBRIS
FROM THE ST. JOHNS LANDFILL AND
PROCESSING THE MATERIAL INTO A PRODUCT

The Metropolitan Service District (Metro) is soliciting bids for a contract to remove source separated yard debris from the St. Johns Landfill and process the yard debris material into a product. Sealed bids must be delivered to the Solid Waste Department, 2000 S.W. First Avenue, Portland, Oregon 97201-5398, to the attention of Marie Nelson, Waste Reduction Analyst, no later than 3:00 p.m., September 15, 1989, at which time they will be publicly opened in Room No. 145.

Potential bidders may obtain specifications and bid documents by contacting Marie Nelson at 221-1646, extension 219. Metro may reject any bid not in compliance with all prescribed public bidding procedures and requirements and may reject for good cause any or all bids upon a finding of the agency that it is in the public interest to do so.

No bid will be received or considered by Metro unless the bid contains a statement by the bidder that the provisions of ORS 279.350, regarding prevailing wage rates, are to be complied with.

II. GENERAL INSTRUCTIONS TO BIDDERS

1. Invitation to Bid. The Metropolitan Service District (Metro) is soliciting bids for a contract to remove source separated yard debris from the St. Johns Landfill and process the yard debris material into a product. The term of the contract shall be for approximately two years or until Metro stops accepting commercial and residential yard debris at the St. Johns Landfill. Sealed bids must be delivered to the Solid Waste Department, 2000 S.W. First Avenue, Portland, Oregon 97201-5398, to the attention of Marie Nelson, Waste Reduction Analyst, no later than 3:00 p.m., September 15, 1989, at which time they will be publicly opened in Room No. 145.

2. Description of Services and/or Goods Covered by Bid. The services and/or goods covered by this bid are described generally in paragraph 1) above. A more detailed description of services is contained in the Scope of Work contained in these bidding documents.

3. Interpretation of Bidding Documents. The bidding documents (which may also be referred to herein as the Contract Documents) consist of the Advertisement for Bids, these General Instructions to Bidders, any Special Instructions, the Scope of Work, the bid forms, bonds, any addenda, the Contract and any specifications.

Any person contemplating the submission of a bid shall have thoroughly examined all the bidding documents. If there is any doubt as to the meaning or intent of these documents, the bidder shall request in writing at least five (5) calendar days before the bid opening an interpretation of the language in question. Any interpretation or change in

the bidding documents will be made only in writing, in the form of Addenda to the Documents which will be furnished to all Bidders receiving a set of the Documents. Bidders shall submit with their Bids, or indicate receipt of, all Addenda. Metro will not be responsible for any other explanation or interpretations of said Documents.

4. Bidder's Understanding. Each Bidder must inform himself/herself of the conditions relating to the execution of the work, and it is assumed that he/she will make himself/herself thoroughly familiar with all the Bidding Documents. Failure to do so will not relieve the successful Bidder of his/her obligation to enter into a Contract and complete the contemplated work in strict accordance with the Bidding Documents.

Each Bidder shall inform himself/herself of, and the Bidder awarded a Contract shall comply with, federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and nonburning requirements, permits, fees and similar subjects.

5. Type of Bid. The bidder is required to submit a unit price bid for this project. When a unit price bid is utilized, the estimate of quantities of work to be done and/or goods to be supplied, is tabulated in the Bid and, although stated with as much accuracy as possible, is approximate only and is assumed solely for the basis of calculation upon which the award of Contract shall be made. Payment to the

Contractor will be made on the measurement of the work actually performed and/or goods actually supplied by the Contractor as specified in the bidding documents. Metro reserves the right to increase or diminish the amount of any class of work or goods as may be deemed necessary, unless otherwise specified.

6. Preparation of Bids. All blank spaces in the Bid Form must be filled in ink, in both words and figures where required. No changes shall be made in the phraseology of the forms. Written amounts shall govern in cases of discrepancy between the amounts stated in writing and the amounts stated in figures. In cases of discrepancy between unit prices and totals, unit prices will prevail.

Any Bid may be deemed nonresponsive which contains omissions, erasures, alterations, or additions of any kind, or prices uncalled for, or in which any of the prices are obviously unbalanced, or which in any manner shall fail to conform to the conditions of the bidding documents.

The Bidder shall sign his/her Bid in the blank space provided therefor. If Bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation. If Bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign Contracts in behalf of the partnership. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized Power of Attorney must be on file with Metro prior to opening of Bids or submitted with the Bid, otherwise the Bid will be regarded as not properly authorized.

7. Submission of Bids. All Bids must be submitted not later than the time prescribed, at the place, and in the manner set forth in the Advertisement for Bids. Bids must be made on the Bid forms provided herein. Each Bid must be submitted in a sealed envelope, so marked as to indicate its contents without being opened, and addressed in conformance with the instructions in the Advertisement for Bids.
8. Modification of Bid. Any Bidder may modify his/her bid by telegraphic or written communication addressed to the individual designated for receipt of bids at any time prior to the scheduled closing time for receipt of bids, provided such communication is received by Metro prior to the closing time. The telegraphic or written communication should not reveal the bid price; it should, however, state the addition or subtraction or other modification so that the final prices or terms will not be known by Metro until the sealed bid is opened. Oral and/or telephonic modifications are invalid and will not receive consideration.
9. Withdrawal of Bid. Any Bid may be withdrawn prior to the scheduled time for the opening of Bids either by telegraphic or written request addressed to the individual designated for receipt of bids, or in person to the individual designated for receipt of bids. No Bid may be withdrawn after the time scheduled for opening of Bids until the 60-day time period specified in Item 10 has elapsed.
10. Bid Security. Bids must be accompanied by a certified check, cashier's check drawn on a bank in good standing, or a bid bond issued by a surety authorized to issue such bonds in the state of Oregon where the work is located, in the amount of \$5,000. This bid security shall be given as a

guarantee that the Bidder will not withdraw his/her Bid for a period of sixty (60) days after bid opening, and that if awarded the Contract, the successful Bidder will execute the attached Contract and furnish any additional bond(s) required in the Special Instructions.

The Attorney-in-Fact (Resident Agent) who executes any bond on behalf of the Surety must attach a notarized copy of his/her Power of Attorney as evidence of his/her authority to bind the Surety on the date of execution of the bond.

11. Return of Bid Security. Bid securities will be held until the Contract has been finally executed, after which all bid securities, other than those which have been forfeited, will be returned to the respective Bidders whose Bids they accompanied.
12. Basis of Award. The award will be made by Metro to the lowest responsive, responsible Bidder. The lowest bid will be determined from the price quoted under the item "Total Amount Bid." In the event of failure of the lowest responsive, qualified bidder to sign and return the Contract with any bond(s) required, Metro may award the Contract to the next lowest, responsive, qualified bidder.

Metro reserves the right to waive any informality or irregularity in any bid or bids received and to reject any bid not in compliance with all prescribed public bidding procedures and requirements or the Contract Documents and may reject for good cause any or all bids upon a finding of the agency that it is in the public interest to do so.

13. Execution of Contract. The successful Bidder shall, within ten (10) days, not including Sundays and legal holidays,

after receiving notice of award, sign and deliver to Metro the Contract attached hereto together with any bond(s) required by these Documents.

14. Labor and Materials Payment Bond and Performance Bond. The successful Bidder shall file with Metro a Performance Bond on the form bound herewith and in the amount described below, as security for the faithful performance of this Contract and to cover all guarantees against defective workmanship or materials, or both, for a period of one (1) year after the date of Final Completion and Acceptance of the Work by Metro. The successful Bidder shall additionally file a Labor and Materials Bond on the form bound herewith and in the amount described below as security for the payment of all persons supplying labor and materials for the construction of the Work. The surety furnishing these bonds shall have a sound financial standing and a record of service satisfactory to Metro, shall be authorized to do business in the state of Oregon, and shall be named on the current list of approved surety companies acceptable on federal bonds and conforming with the underwriting limitations as published in the Federal Register by the audit staff of the Bureau of Accounts and U.S. Treasury Department. If more than one surety is on a bond, then each surety must agree that it is jointly and severally liable on the bond for all obligations on the bond.

The amount of each bond described above shall be a sum not less than 100 percent of the Contract amount.

The Attorney-in-Fact (Resident Agent) who executes the Performance Bond and the Labor and Materials Payment Bond in behalf of the surety must attach a notarized copy of his/her Power of Attorney as evidence of his/her authority to bind

the surety on the date of execution of the bond.

15. Failure to Execute Contract and Furnish Bond. The Bidder who has a Contract awarded to him/her and who fails to promptly and properly execute the COnttract and furnish any required bonds shall forfeit the bid security that accompanied his/her Bid, and the bid security shall be retained as liquidated damages by Metro, and it is agreed that this sum is a fair estimate of the amount of damages Metro will sustain in case the Bidder fails to enter into a Contract and furnish the bond as hereinbefore provided. Bid security deposited in the form of a certified check or cashier's check shall be subject to the same requirements as a Bid Bond.

16. Disqualification of Bidder. As authorized by ORS chapter 279, Metro may conduct such investigation as is necessary to determine the Bidder's qualifications including the performance record and ability of the apparent low Bidder to perform the size and type of work specified under this Contract. Upon request, the apparent low Bidder shall submit such information as deemed necessary by Metro to evaluate the Bidder's qualifications to do the work.

17. Disadvantaged Business Program Compliance. Metro has made a strong commitment to provide maximum opportunities to Disadvantaged and Women-Owned Businesses in contracting. The successful Bidder will be required to meet Metro's Disadvantaged Business Program goals or clearly demonstrate that a good faith effort has been made to meet the goals. The goals for this Contract are: Disadvantaged Business Enterprises (DBEs) - 7 percent; and Women-Owned Business Enterprises (WBEs) - 3 percent of the Base Bid Amount. DBEs and WBEs must be certified by the state of Oregon as

DBEs/WBEs to be counted toward the Contract goals.

The Bid submitted must contain a fully completed Disadvantaged Business Program Compliance form contained herein. Metro may require any or all Bidders to submit completed DBE and WBE Utilization forms (also contained herein) wither by the close of the ext working day following Bid opening or within twenty-four (24) hours of Metro's request. Detailed procedures for completing the forms and for demonstrating good faith efforts are contained in Ordinance No. 88-256 (Metro's Disadvantaged Business Program) contained in the bid packet. Bidder's special attention is directed to Section 2.04.155 (Contract Award Criteria), and Section 2.04.160 (Determination of Good Faith Efforts). Bidders should note the following requirement of the latter section:

Advertising in, at a minimum, a newspaper of general circulation, and trade association, minority and trade-oriented, women-focused publications, if any, concerning the subcontracting or material supply opportunities on the project at least ten (10) days before Bids of proposals are due.

The following are minority-oriented newspapers published in the Portland metropolitan area:

The Skanner, 2337 N. Williams Avenue, Portland, Oregon 97221. Phone: (503) 287-3562.

The Portland Observer, P.O. Box 3137, Portland, Oregon 97201. Phone: (503) 283-2486.

The American Contractor, P.O. Box 11233, Portland,
Oregon 97217. Phone: (503) 285-9000.

The requirement to advertise is but one of the actions necessary to demonstrate good faith efforts under this program.

Failure of the Bidder to comply with all the requirements of the Disadvantaged Business Program will result in the Bid being deemed nonresponsive.

18. Rejection of Bids. Metro reserves the right to reject any bid not in compliance with all prescribed public bidding procedures and requirements, and may, for good cause, reject any or all bids upon a finding by Metro that it is in the public interest to do so.

III. DESCRIPTION THE OF WORK

A. INTRODUCTION AND PURPOSE

1. General Description of the Work. Metro has accumulated quantities of source separated yard debris (hereinafter referred to as "material") at the St. Johns Landfill (hereinafter referred to as "the landfill") in an attempt to reduce the amount of waste landfilled in the region. The work shall consist of removal of source separated yard debris from the landfill and processing that material into a product. The term of the contract shall be for approximately two years or until Metro stops accepting commercial and residential yard debris at the landfill.
2. Description of the Material. For purposes of this agreement, the term "yard debris" is defined as a heterogenous material composed mostly of leaves, branches, yard prunings and grass clippings, with incidental quantities of tree stumps, root balls and sod. The material is reasonably free of waste contamination. Metro will strive to keep the material as clean of contamination as is reasonably possible.
3. Restrictions on Use of Material. Once the material has been removed from the landfill by Contractor, none of the material covered under this agreement shall be landfilled or burned in a solid waste mass incinerator. Except for these restrictions, Contractor may handle the final processed product in any lawful manner which Contractor deems appropriate.
4. Responsibilities of Contractor for Material. Contractor has inspected the designated site and material and agrees to accept all material covered by this agreement that is reasonably free of waste contamination as defined in paragraph 2, Section I, above.

B. WORK TO BE PERFORMED

1. Removal of Material.

- a. Contractor shall remove the material from a designated area of the landfill and process it into a product.
- b. The designated area from which the material shall be removed is indicated on the attached map of the St. Johns Landfill (see Attachment C).
- c. Contractor shall begin removal of the material within two (2) weeks of receipt of Metro's written Notice to Proceed.
- d. Within two (2) weeks after commencement of hauling operations, Contractor shall remove all material currently stockpiled in the designated area of the landfill so that a surface area no more than one-half (1/2) acre of the material remains in the designated area.
- e. Throughout the term of the agreement, Contractor shall at all times ensure that a surface area of no more than one-half (1/2) acre of the material remains in the designated area of the landfill.
- f. Throughout the term of the agreement, Contractor shall ensure that adequate open space is available for tipping operations in and around the designated area of stockpiled material. Actual space requirements shall be coordinated with Metro and the landfill operations contractor.
- g. Contractor may remove the material on any day and at any time the landfill is open except for dates and times specifically excluded by Metro or the landfill operations contractor. Such exclusions will ensure safe public access to the designated area during peak hauling periods. Specific times when removal of material will not be allowed will be identified by Metro.

- g. All material shall be weighed on the scales at the landfill gate house upon removal of the material from the site. Payment shall be made according to the terms outlined in the "Terms of Payment."
2. Contaminated material. Any contaminates contained in the material may be disposed at Metro disposal facilities at Contractor's expense.
 3. Quantities. Notwithstanding any other provisions of this agreement, Metro guarantees no minimum amount of material available for removal and reserves the right to limit the quantity of material to be removed by Contractor from the designated area.

C. PROCESSING OF MATERIAL

1. Stockpiling Unprocessed Material. After removal of the material from the landfill, no material shall be stockpiled in an unprocessed form for longer than twelve (12) months.
2. Responsibility for Processing Material. Contractor shall be solely responsible for processing the material into a final product.
3. Safety Practices. Contractor shall take all necessary precautions for the safety of adjoining property and of employees and other individuals who may be in the area of Contractor's operations. Contractor shall comply with all applicable provisions of federal, state and local safety laws.

D. EQUIPMENT

1. Loading of Material into Contractor's Vehicles. Contractor shall provide the equipment and personnel to load the material into Contractor's vehicles.
2. Equipment List and Tare Weights. Within 5 days upon receipt of Metro's written Notice to Proceed, Contractor shall provide Metro with a written list of all equipment to be

used in connection with this agreement. The following information shall be provided for each piece of equipment proposed to be used for this project:

- a. Make and model of vehicle;
- b. License number; and
- c. Tare weight.

Contractor shall update the equipment list each time new equipment is used in connection with this contract.

Contractor shall not remove material from the landfill in equipment not on the current equipment list without verbal authorization from Metro.

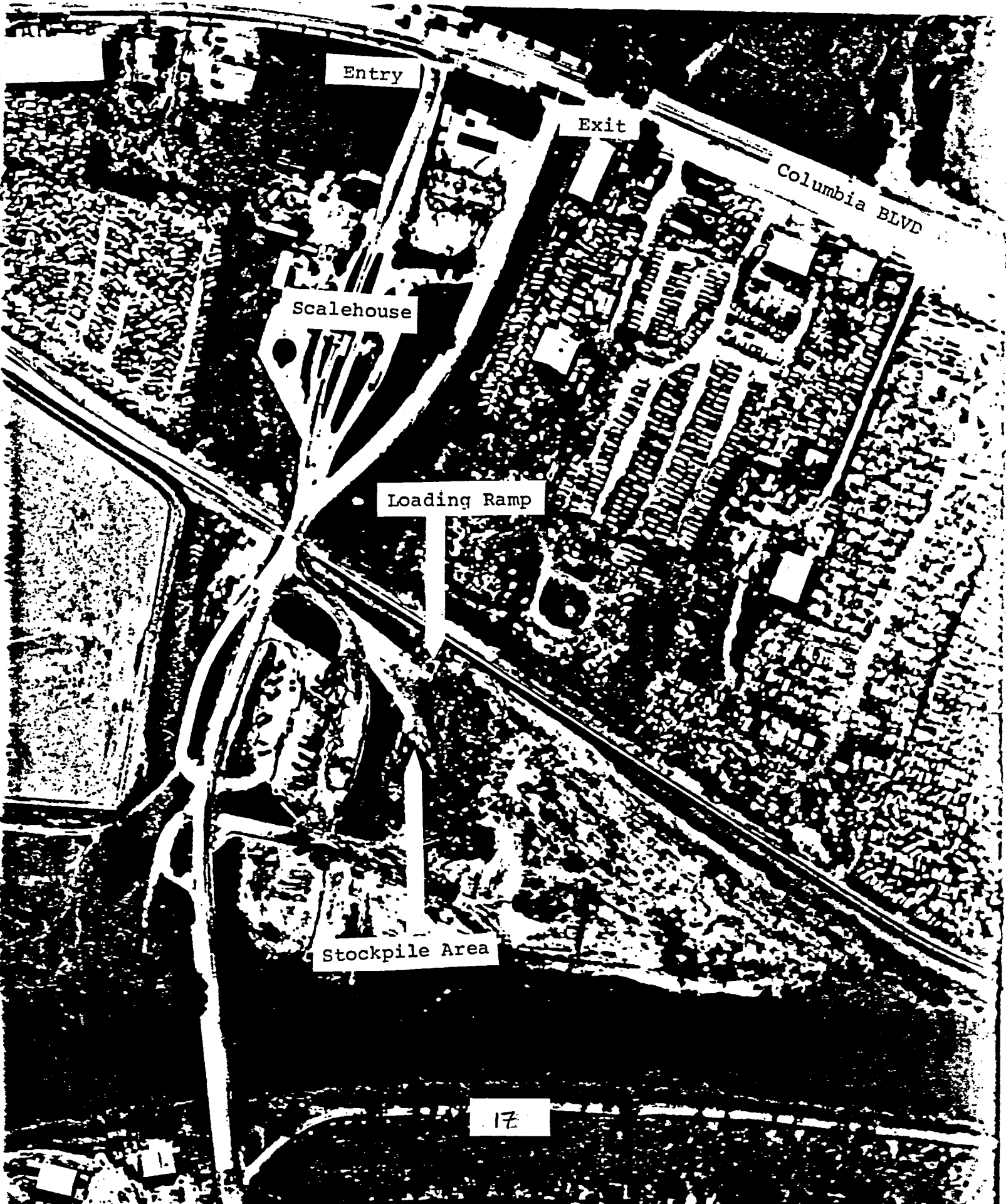
TERMS OF PAYMENT

1. Contract Sum. Contractor shall be paid \$_____ per ton for material removed from the landfill. The maximum sum payable under this agreement is \$_____.

2. Method of Payment.
 - a. A tare weight for each of Contractor's vehicles shall be kept on file by Metro.
 - b. Each vehicle shall be weighed by Metro when it leaves the landfill. The net weight of the load shall be registered on a transaction slip and a copy given to the Contractor. The net weight of the load equals the total weight of the vehicle and load less the tare weight of the vehicle. Metro may require Contractor to verify tare weight at any time. If such a verification is required, it will be determined by averaging five (5) separate weighings of the vehicle.
 - c. Contractor shall invoice Metro on the tenth (10th) day of each month. Contractor shall attached to each invoice copies of transaction receipts equal to the amount being invoiced in order to receive payment from Metro. Metro will pay Contractor for all approved invoices on or before the last day of the same month.

3. Cost of Living Adjustments. One year after this agreement is executed and each succeeding year, the per ton fee paid by Metro shall escalate at a rate equal to the change of the originally released Portland area Consumer Price Index (CPI) for all urban consumers for the previous twelve-month period.

Designated Work Area



Entry

Exit

Columbia BLVD

Scalehouse

• Loading Ramp

Stockpile Area

IV. PROPOSED PROJECT SCHEDULE

Aug 11	Issuance of Request for Bids (RFB)
Aug 25	Pre-Bid conference at the St. Johns Landfill
Sep 1	Bidder's deadline for requests for clarification
Sept 8	Issuance of Final RFB addendum (if applicable)
Sept 15 3:00 p.m.	Receive and open bids
Sep 15 to Sep 22	Metro review of bids
Oct 3	Metro Solid Waste Committee consideration of contract award (meeting time to be announced)
Oct 26	Metro Council consideration of contract award (meeting time to be announced)
Oct 27 to Nov 10	Contract execution and submittal of performance bond, labor and material payment bond, equipment list and insurance certificate from contractor
Nov 13	Contractor begins removal of material from St. Johns Landfill

NOTE: Metro anticipates adhering to the above schedule. However, it is understood that unforeseen circumstances may cause unavoidable delays.

V. 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 _____, whose address is _____, 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 a period commencing _____, 19____ through and including _____, 19____.

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 the 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 ORS 187.010-.020 and 279.31-.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

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, produces by CONTRACTOR pursuant to this agreement are the property of METRO and it is agreed by the parties hereto that such documents are work 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 to no increase in the CONTRACTOR's compensation shall result thereby. All subcontractors related to this Contract shall include the terms and conditions of this agreement. CONTRACTOR shall be fully responsible for all of its subcontractor 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 ___ percent of the contract amount to Disadvantaged Business Enterprise and ___ percent of the contract amount to Women-Owned Business Enterprise. 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 provision 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 if this Contract are hereby expressly incorporated by reference. Otherwise, this Contract represents the entire and integrated agreement between METRO and CONTRACTOR and superseded 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.

CONTRACTOR

METROPOLITAN SERVICE DISTRICT

By: _____

Title: _____

Date: _____

VI. PERFORMANCE BOND

BOND NO. _____

AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS, That _____,
CONTRACTOR (Principal), and _____, a
corporation, duly authorized to do a general surety business in the
state of Oregon, as SURETY, are jointly and severally held and bound
unto the METROPOLITAN SERVICE DISTRICT (METRO) (Obligee) herein, in
the sum of _____ DOLLARS
(\$ _____), for the payment of which we bind ourselves, our heirs,
executors, administrators, successors, and assigns, jointly and
severally, firmly by these presents.

THE PARTIES RECITE AND DECLARE THAT:

This Bond is executed under the authority of Oregon Revised
Statutes, Chapter 279 of the state of Oregon, the provisions of which
are hereby incorporated into this Bond and made a part hereof.

The condition of this obligation is such that whereas
PRINCIPAL entered into a certain CONTRACT with METRO, for the
provision of Metro East Station all of which Contract is hereby fully
made a part hereof as if set out fully verbatim herein, and if not
attached, as if hereto attached, and is hereinafter referred to as
Contract. This initial Bond shall be in effect for the period
beginning _____, through and including _____,
and shall be subject to and governed by each and every term and
condition of the Contract, as defined therein.

IN WITNESS:

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS THAT if
the above bounden PRINCIPAL shall at the times and in the manner, and
under the terms and conditions prescribed by the Contract, well,

fully, completely, and faithfully do, keep, perform, and furnish all matters and things which the Contract requires to be done, kept, performed, and furnished by said PRINCIPAL, and promptly pay all laborers, mechanics, material persons, and any other persons supplying goods, equipment, vehicles, tools, appliances, materials, work or services for use in the performance of the Contract; then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED, HOWEVER:

1. Any payment or payments made by SURETY under this Bond shall reduce its penalty to the extent of any such payment or payments;

2. No suit or action may be maintained under this Bond unless it shall have been instituted within one (1) year from the date on which final payment, as defined in the General Conditions of the Contract, falls due or within one (1) year after the termination date of the Contract, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense under Oregon law shall be applicable;

3. In the event that METRO serves SURETY with a copy of a written notice of METRO'S intent to suspend or terminate the CONTRACTOR'S performance of the Contract, SURETY shall, at SURETY'S expense, take one of the following actions within five (10) days of service of such notice upon SURETY:

a. arrange for the CONTRACTOR to cure any defaults in performance and to renew full and complete performance of the Contract;

b. take over and assume full and complete performance of the Contract, or that portion thereof which METRO has ordered the CONTRACTOR to discontinue, and perform the same or sublet the work (or

that portion of the work) taken over by a contractor or contractors acting on behalf of SURETY; provided, however, that SURETY shall exercise its option and begin performance of the work, if at all, within ten (10) days after METRO serves SURETY with a copy of the written notice of METRO'S intent to Terminate or Suspend the CONTRACTOR'S Performance of the Contract. If SURETY exercises its option under this paragraph, SURETY shall be paid for all work performed by SURETY in accordance with and subject to each and every term and condition of the CONTRACT.

4. SURETY shall be subject to each and every term and condition of the Contract.

5. For each and every default in performance of the Contract other than nonrenewal of this bond by the CONTRACTOR, METRO shall be entitled to each and every right and remedy against SURETY which METRO has against the CONTRACTOR or SURETY.

6. Any notices required to be served upon SURETY, METRO or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page of this Bond or the last business address of the relevant party known to him/her who gives the notice. The date of service for purposes of this Bond shall be the date on which the relevant document was sent by mail or personally delivered to the proper address.

7. In no event shall SURETY be liable for a greater sum than the penalty of this Bond.

The SURETY, for the value received, hereby agrees that no forbearance under the Contract or extension, alteration, deletion of or addition to the terms of the Contract shall in any way affect its obligations on this Bond and SURETY does hereby waive notice of any such forbearance under the Contract, or alteration, deletion, or

extension of or addition to the terms of the Contract.

SIGNED AND SEALED this _____ day of _____, 19__.

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

Signature: _____

Name and Title: _____

Address: _____

SURETY

Company: _____ (Corporate Seal)

Signature: _____

Name and Title: _____

Address: _____

APPROVED AS TO FORM:

Title: _____

VI. LABOR AND MATERIALS PAYMENT BOND

BOND NO. _____

AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS, That _____,
CONTRACTOR (Principal), and _____, a
corporation, duly authorized to do a general surety business in the
state of Oregon, as SURETY, are jointly and severally held and bound
unto the METROPOLITAN SERVICE DISTRICT (METRO) (Obligee) herein, in
the sum of _____ DOLLARS
(\$ _____), for the payment of which we bind ourselves, our heirs,
executors, administrators, successors, and assigns, jointly and
severally, firmly by these presents.

THE PARTIES RECITE AND DECLARE THAT:

This Bond is executed under the authority of Oregon Revised
Statutes, Chapter 279 of the state of Oregon, the provisions of which
are hereby incorporated into this Bond and made a part hereof.

The condition of this obligation is such that whereas
PRINCIPAL entered into a certain CONTRACT with METRO, for the
provision of Metro East Station all of which Contract is hereby fully
made a part hereof as if set out fully verbatim herein, and if not
attached, as if hereto attached, and is hereinafter referred to as
Contract. This initial Bond shall be in effect for the period
beginning _____, through and including _____,
and shall be subject to and governed by each and every term and
condition of the Contract, as defined therein.

IN WITNESS:

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS THAT if
the above bounden PRINCIPAL shall at the times and in the manner, and
under the terms and conditions prescribed by the Contract, well,

fully, completely, and faithfully do, keep, perform, and furnish all matters and things which the Contract requires to be done, kept, performed, and furnished by said PRINCIPAL, and promptly pay all laborers, mechanics, material persons, and any other persons supplying goods, equipment, vehicles, tools, appliances, materials, work or services for use in the performance of the Contract; then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED, HOWEVER:

1. Any payment or payments made by SURETY under this Bond shall reduce its penalty to the extent of any such payment or payments;

2. No suit or action may be maintained under this Bond unless it shall have been instituted within one (1) year from the date on which final payment, as defined in the General Conditions of the Contract, falls due or within one (1) year after the termination date of the Contract, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense under Oregon law shall be applicable;

3. In the event that METRO serves SURETY with a copy of a written notice of METRO'S intent to suspend or terminate the CONTRACTOR'S performance of the Contract, SURETY shall, at SURETY'S expense, take one of the following actions within five (10) days of service of such notice upon SURETY:

a. arrange for the CONTRACTOR to cure any defaults in performance and to renew full and complete performance of the Contract;

b. take over and assume full and complete performance of the Contract, or that portion thereof which METRO has ordered the CONTRACTOR to discontinue, and perform the same or sublet the work (or

that portion of the work) taken over by a contractor or contractors acting on behalf of SURETY; provided, however, that SURETY shall exercise its option and begin performance of the work, if at all, within ten (10) days after METRO serves SURETY with a copy of the written notice of METRO'S intent to Terminate or Suspend the CONTRACTOR'S Performance of the Contract. If SURETY exercises its option under this paragraph, SURETY shall be paid for all work performed by SURETY in accordance with and subject to each and every term and condition of the CONTRACT.

4. SURETY shall be subject to each and every term and condition of the Contract.

5. For each and every default in performance of the Contract other than nonrenewal of this bond by the CONTRACTOR, METRO shall be entitled to each and every right and remedy against SURETY which METRO has against the CONTRACTOR or SURETY.

6. Any notices required to be served upon SURETY, METRO or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page of this Bond or the last business address of the relevant party known to him/her who gives the notice. The date of service for purposes of this Bond shall be the date on which the relevant document was sent by mail or personally delivered to the proper address.

7. In no event shall SURETY be liable for a greater sum than the penalty of this Bond.

The SURETY, for the value received, hereby agrees that no forbearance under the Contract or extension, alteration, deletion of or addition to the terms of the Contract shall in any way affect its obligations on this Bond and SURETY does hereby waive notice of any such forbearance under the Contract, or alteration, deletion, or

extension of or addition to the terms of the Contract.

SIGNED AND SEALED this _____ day of _____, 19__.

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

Signature: _____

Name and Title: _____

Address: _____

SURETY

Company: _____ (Corporate Seal)

Signature: _____

Name and Title: _____

Address: _____

APPROVED AS TO FORM:

Title: _____

VII. METRO DISADVANTAGED BUSINESS ENTERPRISE PROGRAMS

METRO CODE CHAPTER 2.04

(Ordinance No. 88-256)

2.04.100 Disadvantaged Business Program, Purpose and Authority:

(a) It is the purpose of this ordinance to establish and implement a program to encourage the utilization by Metro of disadvantaged and women-owned businesses by creating for such businesses the maximum possible opportunity to compete for and participate in Metro contracting activities.

(b) The portions of this ordinance which relate to federally funded contracts are adopted pursuant to 49 CFR 23 and are intended to comply with all relevant federal regulations. Federal regulation 49 CFR 23 and its amendments implement section (105)(f) of the Surface Transportation Assistance Act of 1982 relating to the participation by Minority Business Enterprises in Department of Transportation programs.

(c) This ordinance shall be known and may be cited as the "Metro Disadvantaged Business Program," hereinafter referred to as the "Program."

(d) This ordinance supersedes the Metro "Minority Business Enterprise (MBE) Program" dated October 1980 and amended December 1982.

(Ordinance No. 83-165, Sec. 1; amended by Ordinance No. 84-181, Sec. 1; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1)

2.04.105 Policy Statement:

(a) Through this Program, Metro:

(1) expresses its strong commitment to provide maximum opportunity to disadvantaged and women-owned businesses in contracting;

(2) informs all employees, governmental agencies and the general public of its intent to implement this policy statement; and

(3) assures conformity with applicable federal regulations as they exist or may be amended.

(b) It is the policy of Metro to provide equal opportunity to all persons to access and participate in the projects, programs and services of Metro. Metro and Metro contractors will not discriminate against any person or firm on the basis of race, color, national origin, sex, sexual orientation, age, religion, physical handicap, political affiliation or marital status.

(c) The policies, practices and procedures established by this ordinance shall apply to all Metro departments and project areas except as expressly provided in this ordinance.

(d) The objectives of the program shall be:

(1) to assure that provisions of this ordinance are adhered to by all Metro departments, contractors, employees and USDOT subrecipients and contractors.

(2) to initiate and maintain efforts to increase program participation by disadvantaged and women businesses.

(e) Metro accepts and agrees to the statements of 49 CFR §23.43(a)(1) and (2), and said statements shall be included in all USDOT agreements with USDOT subrecipients and in all USDOT assisted contracts between Metro or USDOT subrecipients and any contractor.

(Ordinance No. 83-165, Sec. 2; amended by Ordinance No. 84-181, Sec. 1; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1)

2.04.110 Definitions: For purposes of this Ordinance, the following definitions shall apply:

(a) **APPLICANT** -- one who submits an application, request or plan to be approved by a USDOT official or by Metro as a condition to eligibility for Department of Transportation (USDOT) financial assistance; and "application" means such an application, request or plan.

(b) **CONSTRUCTION CONTRACT** -- means a contract for construction of buildings or other facilities, and includes reconstruction, remodeling and all activities which are appropriately associated with a construction project.

(c) **CONTRACT** -- means a mutually binding legal relationship or any modification thereof obligating the seller to furnish supplies or services, including construction, and the buyer to pay for them. For purposes of this ordinance a lease or a purchase order of \$500.00 or more is a contract.

(d) **CONTRACTOR** -- means the one who participates, through a contract or subcontract, in the Program and includes lessees.

(e) **DEPARTMENT** or "USDOT" -- means the United States Department of Transportation, including its operating elements.

(f) **DISADVANTAGED BUSINESS ENTERPRISE** or DBE -- means a small business concern which is certified by an authorized agency and:

(1) which is at least 51 percent owned by one or

more socially and economically disadvantaged individuals, or, in the case of any publicly-owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and

(2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

For purposes of USDOT assisted contracts, the term Disadvantaged Business Enterprise shall be deemed to include Women-Owned Business Enterprises.

(g) EXECUTIVE DEPARTMENT -- means the State of Oregon's Executive Department.

(h) JOINT VENTURE -- is defined as an association of two or more businesses to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills and knowledge. In a joint venture between a DBE/WBE and non-DBE/WBE, the DBE/WBE must be responsible for a clearly defined portion of the work to be performed and must share in the ownership, control, management responsibilities, risks and profits of the joint venture. A joint venture of a DBE/WBE and a non-DBE/WBE must receive Metro approval prior to contract award to be counted toward any DBE/WBE contract goals.

(i) LABOR AND MATERIALS CONTRACT -- is a contract including a combination of service and provision of materials other than construction contracts. Examples may include plumbing repair, computer maintenance or electrical repair, etc.

(j) LESSEE -- means a business or person that leases, or is negotiating to lease, property from a recipient or the Department on the recipient's or Department's facility for the purpose of operating a transportation-related activity or for the provision of goods or services to the facility or to the public on the facility.

(k) OREGON DEPARTMENT OF TRANSPORTATION OR "ODOT" -- means the State of Oregon's Department of Transportation.

(l) PERSONAL SERVICES CONTRACT -- means a contract for services of a personal or professional nature.

(m) PROCUREMENT CONTRACT -- means a contract for the purchase or sale of supplies, materials, equipment, furnishings or other goods not associated with a construction or other contract.

(n) RECIPIENT -- means any entity, public or private, to whom USDOT financial assistance is extended, directly or through another recipient for any program.

(o) **SMALL BUSINESS CONCERN** -- means a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

(p) **SOCIALLY AND ECONOMICALLY DISADVANTAGED INDIVIDUALS OR DISADVANTAGED INDIVIDUALS** -- means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans or Asian-Indian Americans and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act. Certifying recipients shall make a rebuttable presumption that individuals in the following groups are socially and economically disadvantaged. Certifying recipients also may determine, on a case-by-case basis, that individuals who are not a member of one of the following groups are socially and economically disadvantaged:

(1) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;

(2) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Portuguese-American, Spanish culture or origin, regardless of race;

(3) "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

(4) "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas; and

(5) "Asian-Indian Americans," which includes persons whose origins are from India, Pakistan, and Bangladesh.

(q) **USDOT ASSISTED CONTRACT** -- means any contract or modification of a contract between Metro and a contractor which is paid for in whole or in part with USDOT financial assistance.

(r) **USDOT FINANCIAL ASSISTANCE** -- means financial aid provided by USDOT or the United States Railroad Association to a recipient, but does not include a direct contract. The financial aid may be provided directly in the form of actual money, or indirectly in the form of guarantees authorized by statute as financial assistance services of Federal personnel, title or other interest in real or personal property transferred for less than fair market value, or any other arrangement through which the recipient benefits financially, including licenses for the construction or operation of a Deep Water Port.

(s) **WOMEN-OWNED BUSINESS ENTERPRISE or WBE** -- means a small business concern, as defined pursuant to section 3 of the Small Business Act and implementing regulations which is owned and controlled by one or more women and which is certified by an authorized agency. "Owned and controlled" means a business which is at least 51 percent owned by one or more women or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by one or more women, and whose management and daily business operations are controlled by one or more women. For purposes of USDOT assisted contracts, the term Disadvantaged Business Enterprise shall be deemed to include Women-Owned Business Enterprises.

(Ordinance No. 165, Sec. 3; amended by Ordinance No. 84-181, Sec. 2; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1; and Ordinance No. 88-252, Sec. 1)

2.04.115 Notice to Contractors, Subcontractors and Subrecipients:

Contractors, subcontractors and subrecipients of Metro accepting contracts or grants under the Program which are USDOT-assisted shall be advised that failure to carry out the requirements set forth in 49 CFR 23.43(a) shall constitute a breach of contract and, after notification by Metro, may result in termination of the agreement or contract by Metro or such remedy as Metro deems appropriate. Likewise, contractors of Metro accepting locally-funded contracts under the Program shall be advised that failure to carry out the applicable provisions of the Program shall constitute a breach of contract and, after notification by Metro, may result in termination or such other remedy as Metro deems appropriate. (Ordinance No. 83-165, Sec. 4; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1)

2.04.120 Liaison Officer:

(a) The Executive Officer shall by executive order, designate a Disadvantaged Business Liaison Officer and, if necessary, other staff adequate to administer the Program. The Liaison Officer shall report directly to the Executive Officer on matters pertaining to the Program.

(b) The Liaison Officer shall be responsible for developing, managing and implementing the program, and for disseminating information on available business opportunities so that DBEs and WBEs are provided an equitable opportunity to bid on Metro contracts. In addition to the responsibilities of the Liaison Officer, all department heads and program managers shall have responsibility to assure implementation of the Program.

(Ordinance No. 83-165, Sec. 5; amended by Ordinance No. 86-197, Sec. 1; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1)

2.04.125 Directory: A directory of DBEs and WBEs certified by ODOT or the Executive Department, as applicable shall be maintained by the Liaison Officer to facilitate identifying such businesses with capabilities relevant to general contracting requirements and particular solicitations. The directory shall be available to contract bidders and proposers in their efforts to meet Program requirements. (Ordinance No. 83-165, Sec. 6; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1)

2.04.130 Minority-Owned Banks: Metro will seek to identify minority-owned banks within the policies adopted by the Metro Council and make the greatest feasible use of their services. In addition, Metro will encourage prime contractors, subcontractors and consultants to utilize such services by sending them brochures and service information on certified DBE/WBE banks. (Ordinance No. 83-165, Sec. 7; amended by Ordinance No. 84-181, Sec. 3; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1)

2.04.135 Affirmative Action and Equal Opportunity Procedures: Metro shall use affirmative action techniques to facilitate DBE and WBE participation in contracting activities. These techniques include:

(a) Arranging solicitations, time for the presentation of bids, quantities specifications, and delivery schedules so as to facilitate the participation of DBEs and WBEs.

(b) Referring DBEs and WBEs in need of management assistance to established agencies that provide direct management assistance to such businesses.

(c) Carrying out information and communications programs on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate.

(d) Distribution of copies of the program to organizations and individuals concerned with DBE/WBE programs.

(e) Periodic reviews with department heads to insure that they are aware of the program goals and desired activities on their parts to facilitate reaching the goals. Additionally, departmental efforts toward and success in meeting DBE/WBE goals for department contracts shall be factors considered during annual performance evaluations of the department heads.

(f) Monitor and insure that Disadvantaged and Women Business Enterprise planning centers and likely DBE/WBE contractors are receiving requests for bids, proposals and quotes.

(g) Study the feasibility of certain USDOT-assisted contracts and procurements being set aside for DBE/WBE participation.

(h) Distribution of lists to potential DBE/WBE contractors of the types of goods and services which Metro regularly purchases.

(i) Advising potential DBE/WBE vendors that Metro does not certify DBE/WBEs, and directing them to ODOT until December 31, 1987, and, thereafter, to the Executive Department.

(j) Specifying purchases by generic title rather than specific brand name whenever feasible.

(k) Establishing an interdepartmental contract management committee which will meet regularly to monitor and discuss, among other issues, potential DBE and WBE participation in contracts. In an effort to become more knowledgeable regarding DBE and WBE resources, the committee shall also invite potential DBE and WBE contractors to attend selected meetings.

(l) Requiring that at least one DBE or WBE vendor or contractor be contacted for all contract awards which are not exempt from Metro's contract selection procedures and which are 1) for more than \$500 but not more than \$15,001 in the case of non-personal services contracts; and 2) for more than \$2,500 but not more than \$10,001 for personal services contracts. The Liaison Officer may waive this requirement if he/she determines that there are no DBEs or WBEs on the certification list capable of providing the service or item. For contracts over the dollar amounts indicated in this section, all known DBEs and WBEs in the business of providing the service or item(s) required shall be mailed bid or proposal information.

(m) The Executive Officer or his/her designee, may establish and implement additional affirmative action techniques which are designed to facilitate participation of DBEs and WBEs in Metro contracting activities.

(Ordinance No. 83-165, Sec. 8; amended by Ordinance No. 84-181, Sec. 4; Ordinance No. 86-197, Sec. 1; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1)

2.04.140 Certification of Disadvantaged Business Eligibility:

(a) To participate in the Program as a DBE or WBE, contractors, subcontractors and joint ventures must have been

certified by an authorized certifying agency as described in subsection (b) of this section.

(b) Metro will not perform certification or recertification of businesses or consider challenges to socially and economically disadvantaged status. Rather Metro will rely upon the certification and recertification processes of ODOT and will utilize ODOT's certification list until December 31, 1987, and, thereafter, the Executive Department's list in determining whether a prospective contractor or subcontractor is certified as a DBE or WBE. A prospective contractor or subcontractor must be certified as a DBE or WBE by one of the above agencies, as applicable, and appear on the respective certification list of said agency, prior to the pertinent bid opening or proposal submission date to be considered by Metro to be an eligible DBE or WBE and be counted toward meeting goals. Metro will adhere to the Recertification Rulings resulting from 105(f) or state law, as applicable.

(c) Prospective contractors or subcontractors which have been denied certification by one of the above agencies may appeal such denial to the certifying agency pursuant to applicable law. However, such appeal shall not cause a delay in any contract award by Metro. Decertification procedures for USDOT-assisted contractor or potential contractors will comply with the requirements of Appendix A "Section by Section Analysis" of the July 21, 1983, Federal Register, Vol. 45, No. 130, p. 45287, and will be administered by the agency which granted certification.

(d) Challenges to certification or to any presumption of social or economic disadvantage with regard to the USDOT-assisted portion of this Program, as provided for in 49 CFR 23.69, shall conform to and be processed under the procedures prescribed by each agency indicated in paragraph (b) of this section. That challenge procedure provides that:

"(1) Any third party may challenge the socially and economically disadvantaged status of any individual (except an individual who has a current 8(a) certification from the Small Business Administration) presumed to be socially and economically disadvantaged if that individual is an owner of a firm certified by or seeking certification from the certifying agency as a disadvantaged business. The challenge shall be made in writing to the recipient.

"(2) With its letter, the challenging party shall include all information available to it relevant to a determination of whether the challenged party is in fact socially and economically disadvantaged.

"(3) The recipient shall determine, on the basis of the information provided by the challenging party, whether there is reason to believe that the challenged party is in fact not socially and economically disadvantaged.

"(i) If the recipient determines that there is not reason to believe that the challenged party is not socially and economically disadvantaged, the recipient shall so inform the challenging party in writing. This terminates the proceeding.

"(ii) If the recipient determines that there is reason to believe that the challenged party is not socially and economically disadvantaged, the recipient shall begin a proceeding as provided in paragraphs (b), (4), (5) and (6) of this paragraph.

"(4) The recipient shall notify the challenged party in writing that his or her status as a socially and economically disadvantaged individual has been challenged. The notice shall identify the challenging party and summarize the grounds for the challenge. The notice shall also require the challenged party to provide to the recipient, within a reasonable time, information sufficient to permit the recipient to evaluate his or her status as a socially and economically disadvantaged individual.

"(5) The recipient shall evaluate the information available to it and make a proposed determination of the social and economic disadvantage of the challenged party. The recipient shall notify both parties of this proposed determination in writing, setting forth the reasons for its proposal. The recipient shall provide an opportunity to the parties for an informal hearing, at which they can respond to this proposed determination in writing and in person.

"(6) Following the informal hearing, the recipient shall make a final determination. The recipient shall inform the parties in writing of the final determination, setting forth the reasons for its decision.

"(7) In making the determinations called for in paragraphs (b)(3)(5) and (6) of this paragraph, the recipient shall use the standards set forth in Appendix C of this subpart.

"(8) During the pendency of a challenge under this section, the presumption that the challenged party is a socially and economically disadvantaged individual shall remain in effect." 49 CFR 23.69.

(Ordinance No. 83-165, Sec. 9; amended by Ordinance No. 84-181, Sec. 5; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1; and Ordinance No. 88-252, Sec. 1)

2.04.145 Annual Disadvantaged Business Goals:

(a) The Metro Council shall, by resolution each June, establish annual DBE goals and for locally-funded contracts, separate WBE goals for the ensuing fiscal year. Such annual goals shall be established separately for construction contracts, labor and materials contracts, personal services contracts, procurement contracts, and USDOT assisted contracts regardless of type.

(b) Annual goals will be established taking into consideration the following factors:

(1) projection of the number and types of contracts to be awarded by Metro;

(2) projection of the number, expertise and types of DBEs and WBEs likely to be available to compete for the contracts;

(3) past results of Metro's efforts under the Program; and

(4) for USDOT-assisted contract goals, existing goals of other local USDOT recipients and their experience in meeting these goals.

(5) for locally-funded contract goals, existing goals of other Portland metropolitan area contracting agencies, and their experience in meeting these goals.

(c) Annual goals for USDOT-assisted contracts must be approved by the United States Department of Transportation. 49 CFR §23.45(g)(3).

(d) Metro will publish notice that the USDOT-assisted contract goals are available for inspection when they are submitted to USDOT or other federal agencies. They will be made available for 30 days following publication of notice. Public comment will be accepted for 45 days following publication of the notice.

(e) Metro will publish notice regarding proposed locally-funded contract goals not later than ten (10) days prior to adoption of the goals.

(Ordinance No. 83-165, Sec. 10; amended by Ordinance No. 86-197, Sec. 1; all previous Ordinances repealed by Ordinance No. 87-216; amended by Ordinance No. 87-231, Sec. 1; and Ordinance No. 88-252, Sec. 1)

2.04.150 Contract Goals:

(a) The annual goals established for construction contracts shall apply as individual contract goals for construction contracts over \$50,000.

(b) The Liaison Officer may set a contract goal for any contract other than construction contracts over \$25,000. The setting of such contract goal shall be made in writing prior to the solicitation of bids for such contract. Contract goals for contracts other than construction contracts over \$50,000 shall be set at the discretion of the Liaison Officer and shall not be tied, necessarily, to the annual goal for such contract type.

(c) Even though no DBE/WBE goals are established at the time that bid/proposal documents are drafted, the Liaison Officer may direct the inclusion of a clause in any RFP or bid documents for any contract described in this section which requires that the prime contractor, prior to entering into any subcontracts, make good faith efforts, as that term is defined in Section 2.04.160, to achieve DBE/WBE participation in the same goal amount as the current annual goal for that contract type.

(d) Contract goals may be complied with pursuant to Section 2.04.160 and/or 2.04.175. The extent to which DBE/WBE participation will be counted toward contract goals is governed by the latter section.

(Ordinance No. 83-165, Sec. 11; repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1; and Ordinance No. 88-252, Sec. 1)

2.04.155 Contract Award Criteria:

(a) To be eligible for award of contracts containing a DBE/WBE goal, prime contractors must either meet or exceed the specific goal for DBE and WBE participation, or prove that they have made good faith efforts to meet the goal prior to the time bids are opened or proposal are due. Bidders/Proposers are required to utilize the most current list of DBEs and WBEs certified by ODOT until December 31, 1987, and, thereafter, by the Executive Department, in all of the bidders'/proposers' good faith efforts solicitations. The

address where certified lists may be obtained shall be included in all applicable bid/proposal documents.

(b) All invitations to bid or request for proposals on contracts for which goals have been established shall require all bidders/proposers to submit with their bids and proposals a statement indicating that they will comply with the contract goal or that they have made good faith efforts as defined in Section 2.04.160 to do so. To document the intent to meet the goals, all bidders and proposers shall complete and endorse a Disadvantaged Business Program Compliance form and include said form with bid or proposal documents. The form shall be provided by Metro with bid/proposal solicitations.

(c) Agreements between a bidder/proposer and a DBE/WBE in which the DBE/WBE promises not to provide subcontracting quotations to other bidders/proposers are prohibited.

(d) Apparent low bidders/proposers shall by the close of the next working day following bid opening, (or proposal submission date when no public opening is had), submit to Metro detailed DBE and WBE Utilization Forms listing names of DBEs and WBEs who will be utilized and the nature and dollar amount of their participation. This form will be binding upon the bidder/proposer. Within five working days of bid opening or proposal submission date, such bidders/proposers shall submit to Metro signed Letters of Agreement between the bidder/proposer and DBE/WBE subcontractors and suppliers to be utilized in performance of the contract. A sample Letter of Agreement will be provided by Metro. The DBE and WBE Utilization Forms shall be provided by Metro with bid/proposal documents.

(e) An apparent low bidder/proposer who states in its bid/proposal that the DBE/WBE goals were not met but that good faith efforts were performed shall submit written evidence of such good faith efforts within two working days of bid opening or proposal submission in accordance with Section 2.04.160. Metro reserves the right to determine the sufficiency of such efforts.

(f) Except as provided in paragraph (g) of this section, apparent low bidders or apparent successful proposers who state in their bids/proposals that they will meet the goals or will show good faith efforts to meet the goals, but who fail to comply with paragraph (d) or (e) of this section, shall have their bids or proposals rejected and shall forfeit any required bid security or bid bond. In that event the next lowest bidder or, for personal services contracts, the firm which scores second highest shall, within two days of notice of such ineligibility of the low bidder, submit evidence of goal compliance or good faith effort as provided above. This process shall be repeated until a bidder or proposer is determined to meet the provisions of this section or until Metro determines that the remaining bids are not acceptable because of amount of bid or otherwise.

(g) The Liaison Officer, at his or her discretion, may waive minor irregularities in a bidder's or proposer's compliance with the requirements of this section provided, however, that the bid or proposal substantially complies with public bidding requirements as required by applicable law.

(Ordinance No. 83-165, Sec. 12; amended by Ordinance No. 86-197, Sec. 1; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1)

2.04.160 Determination of Good Faith Efforts:

(a) Bidders or Proposers on USDOT-assisted contracts to which DBE goals apply must, to be eligible for contract award, comply with the applicable contract goal or show that good faith efforts have been made to comply with the goal. Good faith efforts should include at least the following standards established in the amendment to 49 CFR §23.45(h), Appendix A, dated Monday, April 27, 1981. A showing of good faith efforts must include written evidence of at least the following:

(1) Attendance at any presolicitation or prebid meetings that were scheduled by Metro to inform disadvantaged and women business enterprises of contracting and subcontracting or material supply opportunities available on the project;

(2) Advertisement in trade association, general circulation, minority and trade-oriented, women-focus publications, if any and through a minority-owned newspaper or minority-owned trade publication concerning the sub-contracting or material supply opportunities at least 10 days before bids or proposals are due.

(3) Written notification to a reasonable number but no less than five (5) DBE firms that their interest in the contract is solicited. Such efforts should include the segmenting of work to be subcontracted to the extent consistent with the size and capability of DBE firms in order to provide reasonable subcontracting opportunities. Each bidder should send solicitation letters inviting quotes or proposals from DBE firms, segmenting portions of the work and specifically describing, as accurately as possible, the portions of the work for which quotes or proposals are solicited from DBE firms and encouraging inquiries for further details. Letters that are general and do not describe specifically the portions of work for which quotes or proposals are desired are discouraged, as such letters generally do

not bring responses. It is expected that such letters will be sent in a timely manner so as to allow DBE sufficient opportunity to develop quotes or proposals for the work described.

(4) Evidence of follow-up to initial solicitations of interest, including the following:

- (A) the names, addresses, telephone numbers of all DBE contacted;
- (B) a description of the information provided to DBE firms regarding the plans and specifications for portions of the work to be performed; and
- (C) a statement of the reasons for non-utilization of DBE firms, if needed to meet the goal.

(5) Negotiation in good faith with DBE firms. The bidder shall not, without justifiable reason, reject as unsatisfactory bids prepared by any DBE firms;

(6) Where applicable, the bidder must provide advice and assistance to interested DBE firms in obtaining bonding, lines of credit or insurance required by Metro or the bidder;

(7) Overall, the bidder's efforts to obtain DBE participation must be reasonably expected to produce a level of participation sufficient to meet Metro's goals; and

(8) The bidder must use the services of minority community organizations, minority contractor groups, local, state and federal minority business assistance offices and other organizations identified by the Executive Department's Advocate for Minority and Women Business that provide assistance in the recruitment and placement of DBEs and WBEs.

(b) Bidders or proposers on locally-funded contracts to which DBE/WBE goals apply shall achieve the applicable contract goal or demonstrate that they have made good faith efforts to achieve the goals. Good faith efforts shall include written documentation of at least the following actions by bidders:

(1) Attendance at any presolicitation or prebid meetings that were scheduled by Metro to inform DBEs and WBEs of contracting and subcontracting or

material supply opportunities available on the project;

Documentation required: Signature of representative of bidder or proposer on prebid meeting attendance sheet.

(2) Identifying and selecting specific economically feasible units of the project to be performed by DBEs or WBEs to increase the likelihood of participation by such enterprises;

Minimum documentation required: At least the documentation required under subsection (4) below.

(3) Advertising in, at a minimum, a newspaper of general circulation, and trade association, minority and trade oriented, women-focused publications, if any, concerning the subcontracting or material supply opportunities on the project at least ten (10) days before bids or proposals are due;

Documentation required: copies of ads published.

(4) Providing written notice soliciting sub-bids/proposals to not less than five (5) DBEs or WBEs for each subcontracting or material supply work item selected pursuant to (2) above not less than ten (10) days before bids/proposals are due.

If there are less than five certified DBEs/WBEs listed for that work or supply specialty then the solicitation must be mailed to at least the number of DBEs/WBEs listed for that specialty. The solicitation shall include a description of the work for which subcontract bids/proposals are requested and complete information on bid/proposal deadlines along with details regarding where project specifications may be reviewed.

Documentation required: Copies of all solicitation letters sent to DBE/WBE along with a written statement from the bidder/proposer that all the letters were sent by regular or certified mail not less than 10 days before bids/proposals were due.

(5) Making, not later than five days before bids/proposals are due, follow-up phone calls to all DBEs/WBEs who have not responded to the solicitation letters to determine if they would be submitting bids and/or to encourage them to do so.

Minimum documentation required: Log showing a) dates and times of follow-up calls along with names of individuals contacted and individuals placing the calls; and b) results attained from each DBE/WBE to whom a solicitation letter was sent (e.g., bid submitted, declined, no response). In instances where DBE/WBE bids were rejected, the dollar amount of the bid rejected from the DBE/WBE must be indicated along with the reason for rejection and the dollar amount of the bid which was accepted for that subcontract or material supply item.

(6) Using the services of minority community organizations, minority contractor groups, local, state and federal minority business assistance offices and other organizations identified by the Executive Department's Advocate for Minority and Women Business that provide assistance in the recruitment and placement of DBEs and WBEs; where applicable, advising and assisting DBEs and WBEs in obtaining lines of credit or insurance required by Metro or the bidder/proposer; and, otherwise, making efforts to encourage participation by DBEs and WBEs which could reasonably be expected to produce a level of participation sufficient to meet the goals.

Minimum documentation required: Letter from bidder/proposer indicating all special efforts made to facilitate attainment of contract goals, the dates such actions were taken and results realized.

(7) Notwithstanding any other provision of this section, bidders and proposers on locally-funded contracts to which DBE/WBE goals apply need not accept the bid of a DBE or WBE on any particular subcontract or material supply item if the bidder/proposer demonstrates that none of the DBEs or WBEs submitting bids were the lowest responsible, responsive and qualified bidders/proposers on that particular subcontract item and that the subcontract item was awarded to the lowest responsible, responsive bidder/ proposer.

Metro reserves the right to require additional written documentation of good faith efforts and bidders and proposers shall comply with all such requirements by Metro. It shall be a rebuttable presumption that a bidder or proposer has made a good faith effort to comply with the contract goals if the bidder has performed and submits written documentation of all of the above actions. It shall

be a rebuttable presumption that the bidder has not made a good faith effort if the bidder has not performed or has not submitted documentation of all of the above actions.

(Ordinance No. 83-165, Sec. 13; amended by Ordinance No. 84-181, Sec. 6 and Ordinance No. 86-197, Sec. 1; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1; and Ordinance No. 88-252, Sec. 1)

2.04.165 Replacement of DBE or WBE Subcontractors: Prime contractors shall not replace a DBE/WBE subcontractor with another subcontractor, either before contract award or during contract performance, without prior Metro approval. Prime contractors who replace a DBE or WBE subcontractor shall replace such DBE/WBE subcontractor with another certified DBE/WBE subcontractor or make good faith efforts as described in the preceding section to do so. (Ordinance No. 83-165, Sec. 14; amended by Ordinance No. 86-197, Sec. 1; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1)

2.04.170 Records and Reports:

(a) Metro shall develop and maintain a recordkeeping system to identify and assess DBE and WBE contract awards, prime contractors' progress in achieving goals and affirmative action efforts. Specifically, the following records will be maintained:

- (1) Awards to DBEs and WBEs by number, percentage and dollar amount.
- (2) A description of the types of contracts awarded.
- (3) The extent to which goals were exceeded or not met and reasons therefor.

(b) All DBE and WBE records will be separately maintained. Required DBE and WBE information will be provided to federal agencies and administrators on request.

(c) The Liaison Officer shall prepare reports, at least semiannually, on DBE and WBE participation to include the following:

- (1) the number of contracts awarded;
- (2) categories of contracts awarded;
- (3) dollar value of contracts awarded;

(4) percentage of the dollar value of all contracts awarded to DBE/WBE firms in the reporting period; and

(5) the extent to which goals have been met or exceeded.

(Ordinance No. 83-165, Sec. 15; amended by Ordinance No. 84-181, Sec. 7, and Ordinance No. 86-197, Sec. 1; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1)

2.04.175 Counting Disadvantaged Business Participation Toward Meeting Goals:

(a) DBE/WBE participation shall be counted toward meeting the goals on each contract as follows:

(1) Subject to the limitations indicated in paragraphs (2) through (8) below, the total dollar value of a prime contract or subcontract to be performed by DBEs or WBEs is counted toward the applicable goal for contract award purposes as well as annual goal compliance purposes.

(2) The total dollar value of a contract to a disadvantaged business owned and controlled by both disadvantaged males and non-disadvantaged females is counted toward the goals for disadvantaged businesses and women, respectively, in proportion to the percentage of ownership and control of each group in the business.

The total dollar value of a contract with a disadvantaged business owned and controlled by disadvantaged women is counted toward either the disadvantaged business goal or the goal for women, but not to both. Metro shall choose the goal to which the contract value is applied.

(3) Metro shall count toward its goals a portion of the total dollar value of a contract with an eligible joint venture equal to the percentage of the ownership and control of the disadvantaged or female business partner in the joint venture.

(4) Metro shall count toward its goals only expenditures to DBEs and WBEs that perform a commercially useful function in the work of a contract. A DBE or WBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a

contract and carrying out its responsibilities by actually performing, managing and supervising the work involved. To determine whether a DBE or WBE is performing a commercially useful function, Metro shall evaluate the amount of work subcontracted, industry practices and other relevant factors.

(5) Consistent with normal industry practices, a DBE or WBE may enter into subcontracts. If a DBE or WBE contractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the DBE or WBE shall be presumed not to be performing a commercially useful function. The DBE or WBE may present evidence to Metro to rebut this presumption. Metro's decision on the rebuttal of this presumption is subject to review by USDOT for USDOT-assisted contracts.

(6) A DBE or WBE which provides both labor and materials may count toward its disadvantaged business goals expenditures for materials and supplies obtained from other than DBE or WBE suppliers and manufacturers, provided that the DBE or WBE contractor assumes the actual and contractual responsibility for the provision of the materials and supplies.

(7) Metro shall count its entire expenditure to a DBE or WBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters them before resale).

(8) Metro shall count against the goals 60 percent of its expenditures to DBE or WBE suppliers that are not manufacturers, provided that the DBE or WBE supplier performs a commercially useful function in the supply process.

(9) When USDOT funds are passed-through by Metro to other agencies, any contracts made with those funds and any DBE participation in those contracts shall only be counted toward Metro's goals. Likewise, any USDOT funds passed-through to Metro from other agencies and then used for contracting shall count only toward that agency's goals. Project managers responsible for administration of pass-through agreements shall include the following language in those agreements:

"(a) Policy. It is the policy of the Department of Transportation that minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this agreement. Consequently, the MBE requirements of 49 CFR Part 23 apply to this agreement.

"(b) MBE Obligation. The recipient or its contractor agrees to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of USDOT-assisted contracts."

(b) DBE or WBE participation shall be counted toward meeting annual goals as follows:

(1) Except as otherwise provided below, the total dollar value of any contract which is to be performed by a DBE or WBE is counted toward meeting annual goals.

(2) The provisions of paragraphs (a)(2) through (a)(8) of this section, pertaining to contract goals, shall apply equally to annual goals.

(Ordinance No. 83-165, Sec. 16; amended by Ordinance No. 84-181, Sec. 8; and Ordinance No. 86-197, Sec. 1; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1; and Ordinance No. 88-252, Sec. 1)

2.04.180 Compliance and Enforcement:

(a) Metro shall reserve the right, at all times during the period of any contract, to monitor compliance with the terms of this chapter and the contract and with any representation made by a contractor prior to contract award pertaining to DBE and WBE participation in the contract.

(b) The Liaison Officer may require, at any stage of contract completion, documented proof from the contractor of actual DBE and WBE participation.

(Ordinance No. 83-165, Sec. 17; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1)

IV. BID FORMS

TO BE SUBMITTED AT THE TIME OF BID OPENING

NOTE TO BIDDER:

PREFERABLY TYPE OR USE BLACK INK FOR COMPLETING ALL BIDS FORMS.

BID FORM A: GENERAL INFORMATION

To: Metropolitan Service District (Metro)
Attention: Marie Nelson, Solid Waste Department
Address: 2000 S.W. First Avenue
Portland, Oregon 97201
Bid Title: REMOVAL OF SOURCE SEPARATED YARD DEBRIS FROM THE
ST. JOHNS LANDFILL AND PROCESSING IT INTO A PRODUCT

Bidder: _____

Address: _____

Date: _____

Bidder's Person to Contact for Additional Information on this Bid:

Name: _____

Telephone: _____

1. Bidder's Declaration and Understanding. The undersigned, hereinafter call the Bidder, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that the unit prices bid are made without collusion with any official of the owner, and that the Proposal is made without any connection or collusion with any person submitting another bid on this Contract.

The Bidder further declares that he/she has carefully examined all of the Contract Documents, that he/she has personally inspected the site, if required in the Contract

BID FORM A: GENERAL INFORMATION

(continued)

Documents, that he/she has satisfied himself/herself as to the quantities and conditions of work involved, and that this Bid is made in accordance with the provisions and under the terms of all the Contract Documents, which Documents are hereby made a part of this Bid.

This Bid is irrevocable for sixty (60) days following the opening of bids.

2. Contract Execution and Bonds. The Bidder agrees that if this Bid is accepted, he/she will, within ten (10) days, not including Sundays and legal holidays, after notice of award, sign the Contract in the form annexed hereto, and will at that time, deliver to Metro any bond(s) required herein, and will, to the extent of his/her Bid, furnish all machinery, tools, apparatus, and other means of operation and construction and do the work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.
3. Certificates of Insurance. The Bidder agrees to furnish to Metro, before commencing the work under this Contract, any certificates of insurance required by these documents.
4. Sales and Use Taxes. The Bidder agrees that all federal, state and local sales and use taxes are included in the stated bid prices for the work.
5. Lump Sum or Unit Price Work. The Bidder agrees to accept as full payment for the goods and/or services covered by this

BID FORM A: GENERAL INFORMATION

BID FORM A: GENERAL INFORMATION

(continued)

bid the lump sum and/or unit price amounts supplied by Bidder. The Bidder agrees that the lump sum prices and the unit prices represent a true measure of the labor and materials required to complete the Contract, including all allowances for overhead and profit.

6. Prevailing Wage for Public Works. If this project is a public work as defined in ORS 279.348, the undersigned, as bidder on this project, hereby certified that he/she will comply with ORS 279.350.

7. Surety. If the Bidder is awarded a Contract on this Bid, the Surety who provides the Performance Bond and Labor and Materials Payment Bond will be:

_____ (name of Surety)
_____ (street address)
_____ (city, state, zip)

8. Bidder. The name of the Bidder submitting this Bid is:

_____ (name of Bidder)
_____ (business address)
_____ (city, state, zip)

which is the address to which all communications concerned with this Bid and the Contract shall be sent.

The names of the principal officers of the corporation submitting this Bid, or of the partnership, or of all persons interested in this Bid as principals are as follows:

BID FORM A: GENERAL INFORMATION

(continued)

If the Bidder domiciled or registered to do business in the state of Oregon? Yes _____ No _____

Bidders not domiciled or registered to do business in Oregon who are awarded a public contract in excess of \$10,000 must report to the Oregon Department of Revenue as provided in ORS 279.021.

9. If Sole Proprietor or Partnership. IN WITNESS hereto, the undersigned has set his/her (its) hand this _____ day of _____, 19____.

Signature of Bidder: _____

Title: _____

10. If Corporation. IN WITNESS WHEREOF, the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this _____ day of _____, 19____.

(SEAL)

Name of Corporation: _____

By: _____

Title: _____

Against: _____

METROPOLITAN SERVICE DISTRICT
BID FORM B: TOTAL AMOUNT BID

FOR

REMOVAL OF SOURCE SEPARATED YARD DEBRIS
FROM THE ST. JOHNS LANDFILL
AND PROCESSING IT INTO A PRODUCT

TOTAL AMOUNT BID \$ _____ PER TON

PROJECTED TOTAL TONNAGE FOR TWO YEARS 13,340 *

PROJECTED TOTAL BID FOR TWO YEARS \$ _____
(Total Per Ton Bid x 13,340 tons)

* This figure represents Metro's estimate of the tons of yard debris to be removed during the anticipated two-year term of this contract. Metro guarantees no minimum amount of material available for removal and reserves the right to limit the quantity of material to be removed by Contractor from the designated work area of St. Johns Landfill.

ADDENDA:

The Bidder hereby acknowledges that he/she has received Addenda Numbers _____ (Bidder insert the numbers of each Addendum received) to these specifications.

FORM C: DISADVANTAGED BUSINESS ENTERPRISES

1. Name of Metro Project _____

2. Name of Bidder _____
Address of Bidder _____

3. The above-named Bidder intends to subcontract _____ percent of the Total Bid Price to the following Disadvantaged Business Enterprises (DBEs):

Names, Contact Persons, Addresses, and Telephone Numbers of DBE Firms Proposer Anticipates Utilizing	Nature of Participation	Dollar Value of Participation
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Total _____
Amount of Total Bid Price _____
DBE Percent of Total Bid Price _____

Authorized Signature

Date: _____

THIS FORM IS TO BE COMPLETED, SIGNED AND SUBMITTED BY THE CLOSE OF THE NEXT WORKING DAY FOLLOWING THE SELECTION OF THE PREFERRED BID

FORM D: WOMEN-OWNED BUSINESS ENTERPRISES

1. Name of Metro Project _____
2. Name of Bidder _____
Address of Bidder _____
3. The above-named Bidder intends to subcontract ____ percent of the Total Bid Price to the following Women-Owned Business Enterprises (WBEs):

Names, Contact Persons, Addresses, and Telephone Numbers of WBE Firms Proposer Anticipates Utilizing	Nature of Participation	Dollar Value of Participation
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Total _____

Amount of Total Bid Price _____
DBE Percent of Total Bid Price _____

Authorized Signature

Date: _____

THIS FORM IS TO BE COMPLETED, SIGNED AND SUBMITTED BY THE CLOSE OF THE NEXT WORKING DAY FOLLOWING THE SELECTION OF THE PREFERRED BID

BID FORM E: BID BOND

BOND NO. _____

AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that _____

hereinafter called the PRINCIPAL, and _____

a corporation duly organized under the laws of the state of _____
_____ having its principal place of business at

in the state of _____, and authorized to do
business in the state of Oregon, as SURETY, are held and firmly bound
unto _____
hereinafter called the OBLIGEE, in the penal sum of FIVE THOUSAND
DOLLARS (\$5,000.00), for the payment of which we bind ourselves, our
heirs, successors, administrators, successors, and assigns, jointly
and severally, firmly by these presents.

WHEREAS THE PRINCIPAL is herewith submitting his/her or its
Bid for the removal of source separated yard debris from the St. Johns
Landfill, said Bid, by referenced thereto, being hereby made a part
hereof.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH
THAT: If the Bid submitted by the PRINCIPAL is accepted, and the
Contract awarded to the PRINCIPAL, and if the PRINCIPAL shall execute
the proposed Contract and shall furnish such Bond or Letter of Credit
and other documents as required by the Contract Documents within the
time fixed by the Contract, then this obligation shall be null and
void; if the PRINCIPAL shall withdraw its Bid within ninety (90) days
of the Bid opening date or otherwise fail to execute the proposed
Contract and furnish such Bond, Letter of Credit or other documents,

the SURETY hereby agrees to pay the OBLIGEE the penal sum of liquidated damages, within ten (10) days of such failure.

SIGNED AND SEALED this _____ day of _____, 19__.

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

Signature: _____

Name and Title: _____

Address: _____

SURETY

Company: _____ (Corporate Seal)

Signature: _____

Name and Title: _____

Address: _____

APPROVED AS TO FORM:

Title: _____

Mr. Rod Grimm
Grimm's Fuel Co.
1631 S. Shore Road
Lake Oswego, OR 97034

Mr. Jack Neuman
Neuman Enterprises Inc.
P.O. Box 157
Boring, OR 97009

Jim Litherland
Blu-Chip, Inc.
P.O. Box 8804
Portland, OR 97207-8804

Mr. Ralph Gilbert
East County Recycling
P.O. Box 20096
Portland, OR 97220

Mr. Don Chappel
Chappell Transportation
9363 N. Columbia Blvd.
Portland, OR 97203

Ms. Kathleen McFarlane
McFarlane's Bark Inc.
P.O. Box 338
Clackamas, OR 97015

Mr. Thomas Garnier
Shredding Systems
P.O. Box 869
Wilsonville, OR 97070

Mr. Russ Eastman
7850 S.W. Obrien
Tigard, OR 97223

Ron's Tree Service
7980 S.W. Kroese Lane
Tigard, OR 97224

Floyd Dees
Dees' Debris Inc.
1805 S.E. Tenino
Portland, OR 97202

Chip Away
9315 S.W. 12th Drive
Portland, OR 97219

Millers
7905 S.W. Elmwood
Portland, OR 97223

Mr. Nathan Lawrence
P.O. Box 212
Wilsonville, OR 97070

Mr. Joe Kittel
Trees by Joe
675 S.W. 90th
Portland, OR 97225

Mr. Dennis Weis
Weis Custom Chipping Service
15699 NE Browndale Farm Rd
Aurora, OR 97002

Mr. Tom Tibbs
Bark Blowers Inc.
P.O. Box 512
Beaverton, OR 97075

Mr. Glen Koko
Universal Refiner Corp.
Rt 4 Box 467
Troutdale, OR 97060

Mr. Jerome B. Misukanis
Reuter Resource Recovery
11000 W. 78th St., Ste. 250
Eden Prairie, MN 55344

Mr. Gary Newbore
Riedel Environmental Tech.
P.O. Box 3320
Portland, OR 97208

Mr. Frank Butchart
ETS Pacific
1730 S.W. Skyline Blvd
Portland, OR 97221

Mr. Jerry Hermann
Environmental Learning Center
19600 S. Mollalla
Oregon City, OR 97045

Mr. Ira Price
6208 S.E. Southview Dr.
Portland, OR 97219

Mr. Steve Lokey
North American Soils
5001 N. Columbia
Portland, OR 97218

Mr. Melville Moores
P.O. Box 29005
Portland, OR 97229

Mr. Merle Irvine
Washtech
701 N. Hunt
Portland, OR 97217

Mr. Lot Smith
Farmer's Plant Aid
11619 N. Force Avenue
Portland, OR 97217

MN:jc {vendor.lst}

COMMITTEE REPORT

RESOLUTION NO. 89-1113, FOR THE PURPOSE OF APPROVING A REQUEST FOR BIDS (RFB) DOCUMENT FOR REMOVAL OF SOURCE SEPARATED YARD DEBRIS FROM THE ST. JOHNS LANDFILL AND PROCESSING THE MATERIAL INTO A PRODUCT

Date: July 28, 1989

Presented by: Councilor
Hansen

Committee Recommendation: The Solid Waste Committee voted 4 to 0 to recommend Council adoption of Resolution No. 89-1113. Councilors voting: Hansen, Buchanan, Ragsdale and Wyers. (One vacancy existed on the Committee at the time of the vote.) This action taken July 25, 1989.

Committee Discussion/Issues: In May 1987, the Council approved a contract with Grimm's Fuel Company to remove source separated yard debris material from the St. Johns Landfill storage area. That contract expired in June of 1988 but Grimm's has continued to remove material from St. Johns for the same price provided in the 1987 contract.

The proposed RFB would initiate the process for a new agreement to remove yard debris material from the St. Johns Landfill. The length of the contract would be approximately two years or until Metro stops accepting commercial and residential yard debris at the facility.

The Solid Waste Committee asked if the proposed contract has been budgeted. The Solid Waste staff stated that \$120,000 has been allocated in the FY 1989-90 Solid Waste Budget for the project. Funds have not been allocated for FY 1990-91.

The Committee asked what opportunities were available to disadvantaged business enterprises. The Solid Waste staff stated that hauling of the yard debris could be subcontracted.

There was no further Committee discussion or comments.

GH:RB:pa
A:\RAYB.098

Staff Report

Agenda Item No. _____

Meeting Date _____

CONSIDERATION OF RESOLUTION NO. 89-1113, FOR THE PURPOSE
OF APPROVING A REQUEST FOR BIDS DOCUMENT FOR REMOVAL OF
SOURCE SEPARATED YARD DEBRIS FROM THE ST. JOHNS LANDFILL
AND PROCESSING THE MATERIAL INTO A PRODUCT

Date: July 18, 1989

Presented by: Marie Nelson
Jim Shoemake

FACTUAL BACKGROUND AND ANALYSIS

The attached Request for Bids (Attachment A to the Resolution), is for a contract to remove source separated yard debris from the St. Johns Landfill and process the material into a product. If approved by the Council, the term of the contract will be for approximately two years or until Metro stops accepting commercial and residential yard debris at St. Johns Landfill.

Metro Code Section 2.04.033 requires the Council to approve requests for bids "which commit the District to the expenditure of revenues or appropriations not otherwise provided for in the current fiscal year budget at the time the contract is executed." \$120,000 has been allocated in the FY 1989-90 Solid Waste Department Operations Fund for this project. Funds have not yet been allocated for FY 1990-91.

Metro's Waste Reduction Plan established a regional priority of diverting yard debris from landfills. Source separated yard debris is currently accepted at the St. Johns Landfill facility from commercial and residential haulers at a reduced rate from other refuse and is stored in an area separate from the main landfill. In May 1987, the Council approved a contract with Grimm's Fuel Company to remove the yard debris material from the landfill storage area. That contract expired in June of 1988 although Grimm's has continued to remove material from St. Johns for the same price established in the 1987 agreement. The attached RFB would initiate the process for a new multi-year agreement to remove the material from the landfill and process it into a product.

The proposed Description of the Work (page 12 of the bid document), specifies that the material removed from the landfill must be processed into a useful product. The material cannot be landfilled or incinerated in a solid waste mass incinerator. Except for those restrictions, the material can be processed in any lawful manner which the contractor deems appropriate.

Several benefits will be realized by this project: a) the material will be diverted from the landfill; b) the contractor will ensure that manageable amounts of yard debris material are stored at the landfill facility; and c) the material will be made available to private vendor(s) to process into a product.

The proposed schedule for the project can be found on page 9 of the RFB Document.

EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends Council adoption of Resolution No. 89-1113.

7/18/89