

BEFORE THE COUNCIL OF THE  
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF APPROVING A )  
INVITATION TO BID DOCUMENT FOR )  
SECURITY GUARD SERVICES PROVIDER )

RESOLUTION NO. 89-1162

) Introduced by Rena Cusma,  
) Executive Officer

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

WHEREAS, The contract for Security Guard Services Provider requires Council approval, and the proposal document has been filed with the Council Clerk; now, therefore,

BE IT RESOLVED, That the Council of the Metropolitan Service District approves the Invitation to Bid for Security Guard Services Provider attached as Exhibit A hereto and authorizes immediate release for response by vendors or proposers.

ADOPTED by the Council of the Metropolitan Service District this 9th day of November, 1989


  
\_\_\_\_\_  
Mike Ragsdale, Presiding Officer

EXHIBIT A

ADVERTISEMENT FOR BIDS

The Metropolitan Service District (Metro) is soliciting bids for Security Guard Services. Sealed bids must be delivered to the Finance & Administration Department, Metropolitan Service District, 2000 S. W. First Avenue, Portland, OR 97201-5398, to the attention of Flores Matias, Support Services Supv. no later than 3:00 P .m., November 27, 1989, at which time they will be publicly opened in Room 240.

Potential bidders may obtain specifications and bid documents by contacting Flores Matias at 221-1646, ext. 182. 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.



# METRO

2000 SW First Avenue  
Portland, OR 97201-5398  
(503) 221-1646  
Fax 241-7417

## EXHIBIT A

### INVITATION TO BID FOR SECURITY GUARD SERVICES General Description

#### I. INTRODUCTION

The Building Management Department of the Metropolitan Service District (Metro) is soliciting written bids for security guard services for Metro Center, a 55,000 square foot, four-story, professional offices building and the surrounding grounds and parking areas located at 2000 S.W. First Avenue, Portland, Oregon.

Executive Officer  
Rena Cusma

#### Metro Council

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Presiding Officer  
District 1

Gary Hansen  
Deputy Presiding  
Officer  
District 12

Lawrence Bauer  
District 2

Jim Gardner  
District 3

Richard Devlin  
District 4

Tom DeJardin  
District 5

George Van Bergen  
District 6

Ruth McFarland  
District 7

Judy Wyers  
District 8

Tanya Collier  
District 9

Roger Buchanan  
District 10

David Knowles  
District 11

#### II. BACKGROUND INFORMATION

Metro Center houses the Metropolitan Service District, a regional government responsible for the management of the Metro Washington Park Zoo, the Oregon Convention Center, and solid waste sites at St. Johns, Oregon City and Arlington. The building also houses private professional offices for law and accounting firms. The building has a occupancy of approximately 200 office workers and professionals. Metro and the private firms occupying the building hold many morning and late night meetings; pedestrian traffic in and out of the building during "off business" hours occurs on a regular basis. Metro intends to make the building safer from thefts and other harmful crimes for its occupants and visitors by contracting for professional security services.

#### III. SCOPE OF WORK

Metro is seeking written bids from qualified firms to provide professional security services. A scope of work which serves as the performance base sought by Metro is located on Attachment A.

Delivery of services to occur at a time specified by Metro.

The life of the contract is for twenty-four (24) months.

#### IV. QUALIFICATIONS

The successful service provider shall have all proper permits, licenses, etc., required to conduct business in the Portland city limits, and the State of Oregon, and is not placed on the list assembled by the Oregon Bureau of Labor and Industry

The Service Provider must provide at least three current professional references, from different firms and clients, supportive of service provider's ability to comply with the requirements of this document.

A Bidder Qualifications and Reference form is provided as part of this Invitation to Bid. Service Providers must complete this form and return it with the bid documents. Failure to provide complete and/or accurate information shall be cause for rejection of the bid.

#### V. Site Tour

A mandatory tour of the building and grounds subject to the contract will be conducted on Monday, November 20, 1989, beginning at 9:00 a.m. at Metro Center. Please call Sherrie Shervey, 221-1646, ext. 136 to confirm the number of vendor representatives attending the site tour.

ATTACHMENT A

SCOPE OF WORK  
SECURITY SERVICES

Contractor shall perform all services required by this contract within the time specified in this contract, including extensions.

All services shall be performed in the most highly professional manner and in accordance with the utmost industry standards.

Contractor shall furnish a uniformed security guard and patrols via a radio patrol car to Metropolitan Service District (Metro) building (Metro Center), located at 2000 S.W. First Avenue, Portland, Oregon. Location includes floors 1 through 4, underground parking garage and surface parking lots.

On-site security services to be provided between the hours of 6:00 p.m. through 12:00 a.m. each scheduled business day beginning on Monday at 6:00 p.m. and ending on Saturday morning at 12:00 a.m.

Metro shall have the right to make changes to the scheduled guard hours as needed.

The guard shall be stationed primarily in a designated lobby of the building.

Duties include checking and locking building and department entry doors after 6:00 p.m. Checking stairwells and toilet rooms for unauthorized visitors. The guard shall make regular rounds each hour during the shift checking the building and grounds.

The guard shall lock Metro Center's front doors by 6:30 pm each business day or lock Metro Center's front doors at later hour as required by scheduled night meetings.

The guard shall lock interior doors and underground parking garage gate by 7:00 p.m. each business day.

The guard shall have personnel who enter and leave the building during hours when evening meetings are not scheduled sign in and sign out at the lobby desk.

The guard shall switch off interior lighting as needed and respond to fire alarms and notify sprinkler company when required.

From 1:00 a.m. to 7:00 a.m., Monday through Thursday mornings the Contractor shall provide a radio patrol car, the officer shall conduct grounds, building and door checks, three (3) visits shall occur during the time period.

Metro Center's front doors shall be unlocked no sooner than 6:45 a.m. and no later than 7:15 a.m. on scheduled business days.

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## Security Guard Scope of Work

The guard patrol shall unlock Metro Center's front doors no sooner than 8:00 a.m. and lock front doors no later than 5:30 p.m. on Saturdays, January through April 15, or other times as determined by Metro.

For weekends and holidays the car patrol shall inspect Metro Center grounds and building and provide indoor checks: one during the day and three at night for each day.

For each tour, patrolman is to provide detailed accounting of when grounds and building rounds took place and the recording of all unusual incidence which are noted by the security guard including names of people discovered in the building after normal business operating hours, and license plate identification of the vehicles left in the Metro parking lot after business hours.

Names and vehicles can be precluded from the incidence report sheet if the individuals are noted as attending a Metro evening meeting.

For weekend and holiday patrols: incidence reports will note time of patrol and indicated any unusual incidence and observances.

Reports are to be forwarded to Metro's Support Services Supervisor.

Patrolman may be required to carry walkie-talkie to maintain whereabouts of evening janitorial crew and to provide instant communication to patrolman supervisor when needed. Radio equipment is to be provided and maintained by security contractor.

Contractor is to provide assurance that the patrol officers assigned to the building has had a thorough background check and is free from any felony or long standing convictions, is not a user of drugs, can physically provide the service required, when patrolling and sitting at his/her post does not smoke (except in designated areas during authorized breaks).

All Metro property, materials and documents are to be left undisturbed and are not to be handled, read or otherwise used by Contractor or Contractor's employees.

Contractor shall consider all documents confidential, any disclosure of confidential information or removal of Metro property by contractor or Contractor's employees shall be cause for immediate contract cancellation.

Any liability, including but not limited to attorney fees, arising from any action or suit brought against the Metro because of

Security Guard Scope of Work

Contractor's willful or negligent release of information, documents or property shall be borne by Contractor.

Contractor shall designate one or more person(s) responsible for Contractor's work under this contract. Contractor shall provide to Metro the names, addresses and telephone numbers of such personnel and shall keep this information current at all times.

Metro shall provide keys to the facility for Contractor's use in the performance of work under this contract. Contractor shall maintain a record of all keys issued to Contractor's employees or agents and shall not have additional keys cut without Metro's approval.

Upon Metro request, Contractor shall provide accounting of all keys issued. Contractor shall return all keys immediately to Metro upon termination or cancellation of this contract. Contractor shall be responsible for the cost of re-keying if any assigned keys are lost or not accounted for.

At the option of Metro, the contract may be extended for additional periods upon 10 days notice to Contractor.

Insurance Requirements:

**Comprehensive or Commercial General Liability:** Contractor shall obtain at Contractor's expense, and keep in effect during the term of this contract, Comprehensive or Commercial General Liability Insurance covering personal injury and property damage. This insurance shall include contractual liability coverage for the indemnity provided under this contract plus products/completed operations liability.

Coverage limits shall be not less than \$1,000,000 combined single limit per occurrence.

**Workers' Compensation:** Contractor shall provide workers' Compensation benefits as statutorily required for persons performing work under this contract.

**Additional Insured:** Insurance coverage, except Workers' Compensation, required for performance of this contract shall name Metro, its Departments, officers, divisions, employees, members and agents as additional insured with respect to the activities performed under this contract.

**Certificates of Insurance:** As evidence of the insurance coverage required by this contract and prior to issuance of a Notice to Proceed, Contractor shall furnish a certificate of insurance to Metro.

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Security Guard Scope of Work

The certificate shall specify parties who are Additional Insured or Loss Payees. Insurance coverage required under this contract shall be obtained from insurance companies authorized to do business in the State of Oregon.

Notice of Cancellation or Change: There shall be no cancellation, material change, or intent not to renew of such insurance policies without prior notice to Metro.

Commencement of Work: Contractor shall commence no work under this contract until all insurance requirements have been met and a Notice to Proceed has been issued.

Bidders are encouraged to consult with their insurance agents about the requirements of this contract prior to bid submission.

Other Service:

Service Provider shall advise Metro and conduct building security audits when deemed necessary to make Metro Center more secure from thefts and other harmful crimes.

FM/srs  
a\guardscp



BIDDER QUALIFICATIONS AND REFERENCE FORM

(Note: Failure to provide complete information shall be cause for bid rejection)

1. Business Name \_\_\_\_\_
2. Owner Name \_\_\_\_\_
3. Business Address \_\_\_\_\_
4. Business Telephone No. Daytime: \_\_\_\_\_ Eves/Weekends: \_\_\_\_\_
5. Number of Employees \_\_\_\_\_ Annual Sales \$ \_\_\_\_\_
6. Date Business Established \_\_\_\_\_
7. Name and Address of Insurance Agent(s) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone No. \_\_\_\_\_

For This Proposal Only:

1. Name of Job Supervisor \_\_\_\_\_  
(First) (Last)
2. Business Telephone No. Daytime: \_\_\_\_\_ Eves/Weekends: \_\_\_\_\_
3. Business Address \_\_\_\_\_
4. Comparable Facility in Service Requirements
  - A. Name of Facility \_\_\_\_\_  
Address \_\_\_\_\_  
Service Dates: \_\_\_\_\_
  - B. Name of Facility \_\_\_\_\_  
Address \_\_\_\_\_  
Service Dates: \_\_\_\_\_
  - C. Name of Facility \_\_\_\_\_  
Address \_\_\_\_\_  
Service Dates: \_\_\_\_\_

5. References

A. Firm Name \_\_\_\_\_  
Address \_\_\_\_\_  
Name of Reference \_\_\_\_\_  
Position Title \_\_\_\_\_  
Telephone \_\_\_\_\_

B. Firm Name \_\_\_\_\_  
Address \_\_\_\_\_  
Name of Reference \_\_\_\_\_  
Position Title \_\_\_\_\_  
Telephone \_\_\_\_\_

C. Firm Name \_\_\_\_\_  
Address \_\_\_\_\_  
Name of Reference \_\_\_\_\_  
Position Title \_\_\_\_\_  
Telephone \_\_\_\_\_

## GENERAL INSTRUCTIONS TO BIDDERS

### 1. Invitation to Bid

The Metropolitan Service District (Metro) is soliciting bids for Security Guard Service. Sealed bids must be delivered to the Finance & Administration Department, Metropolitan Service District, 2000 S. W. First Avenue, Portland, OR 97201-5398, to the attention of Flor Matias, Support Services Super no later than 3:00 P. M., November 27, 1989, at which time they will be publicly opened in Room 240.

### 2. Description of Services and/or Goods Covered by Bid

The services and/or goods covered by this bid are described generally above. A more detailed description of services and/or items to be bid is contained in the Scope of Work and/or specifications 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 proposal or bid forms, bonds, any addenda, the Contract and any specifications.

Any person contemplating the submission of a bid shall have thoroughly examined all of 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 4 working 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

Two types of bids may be called for in the proposal:

A. Unit Price

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.

B. LUMP SUM

When the bid for the goods and/or services is to be submitted on a lump sum basis, a single lump sum price shall be submitted in the appropriate place.

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 case 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 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 where the work is located, in the amount of not less than 10 percent of the total amount of the Bid submitted. 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 on the basis of that Proposal from the lowest responsive, responsible, Bidder whose bid has not been rejected by Metro. The lowest bid will be determined from the price quoted under the item "TOTAL BID AMOUNT." 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. 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 Contract 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.

15. 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.

BID FORMS

TO BE SUBMITTED AT THE TIME OF BID OPENING



NOTE TO BIDDER: Preferably type or use BLACK ink for completing this Bid form.

PROPOSAL

To: \_\_\_\_\_

Address: \_\_\_\_\_

Bid Title: \_\_\_\_\_

Bidder:

Address:

Date:

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

Name: .

Telephone:

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called 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 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 of 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.

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.

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.

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.

LUMP SUM OR UNIT PRICE WORK

The Bidder agrees to accept as full payment for the goods and/or services covered by this 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.

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 certifies that he/she will comply with ORS 279.350.

METROPOLITAN SERVICE DISTRICT

BID SCHEDULE

FOR

Security Guard Services

ITEM DESCRIPTION	EST. QUAN**	UNIT	UNIT PRICE	TOTALS
1. Security Guard Service	1,560 hrs.	per hour	\$ _____	\$ _____
2. Patrol Car Visits	456	per visit	\$ _____	\$ _____
3. Other Services	40	per hour	\$ _____	\$ _____
				TOTAL BID \$ _____

Company/Firm Name \_\_\_\_\_

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

Name (please print or type) \_\_\_\_\_

Title \_\_\_\_\_

Telephone Number \_\_\_\_\_

\*\* Estimated quantity may be adjusted by Metro to meet anticipated Metro security service needs.

ADDENDA

The Bidder hereby acknowledges that he/she has received Addenda Numbers \_\_\_\_\_ (bidder insert No. of each Addendum received) to these specifications.

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

\_\_\_\_\_ whose address is \_\_\_\_\_

\_\_\_\_\_ Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip

BIDDER

The name of the Bidder submitting this Bid is \_\_\_\_\_

\_\_\_\_\_ doing business at \_\_\_\_\_

\_\_\_\_\_ Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip

which is the address to which all communications concerned with this Bid and with 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:

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

Is 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.

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his/her (its) hand this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Title

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: \_\_\_\_\_

Attest: \_\_\_\_\_

Secretary

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 \_\_\_\_\_  
\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_),

for the payment of which we bind ourselves, our heirs, executors,  
administrators, successors, and assigns, jointly and severally, firmly  
by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS the PRINCIPAL is herewith submitting his/her or its Bid  
Bid for \_\_\_\_\_,

said Bid, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE, 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 any bond(s) required  
by the Contract Documents within the time fixed by the Documents, then  
this obligation shall be void; if the PRINCIPAL shall fail to execute  
the proposed Contract and furnish the bond(s), the SURETY hereby

agrees to pay to the OBLIGEE the penal sum as liquidated damages,  
within 10 days of such failure.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 1985.

\_\_\_\_\_  
PRINCIPAL

By \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
SURETY

By \_\_\_\_\_

Attorney-in-Fact

PERFORMANCE AND PAYMENT BOND

BOND NO. \_\_\_\_\_

AMOUNT: \$ \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_

\_\_\_\_\_

as 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 OWNER (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.

This bond is executed under the authority of ORS 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, \_\_\_\_\_,

the CONTRACTOR entered into a certain Contract with \_\_\_\_\_

\_\_\_\_\_ the OWNER,

for \_\_\_\_\_

IN WITNESS:

NOW, THEREFORE, if the CONTRACTOR shall faithfully perform all the provisions of such Contract for the duration thereof, including the one-year guarantee period, and promptly pay all laborers, mechanics, subcontractors, materialmen, and all persons who shall supply such work and services, and save harmless the OWNER, its officers, agents, and employees from all claims therefor, or from any claim



for damages or injury to property or persons arising by reason of the work; and shall, in the time and manner, and under the terms and conditions prescribed, well and faithfully do, perform, and furnish all matters and things as by them in the Contract undertaken, and as by law, local, state, and federal, prescribed, then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER:

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

The SURETY for the value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or to the work to be performed thereunder, or the Specifications accompanying the same, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract, or to the work, or to the Contract Documents.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 1985.

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
SURETY

By: \_\_\_\_\_  
Attorney-In-Fact

Approved as to form:

\_\_\_\_\_

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 the period commencing \_\_\_\_\_ through and including \_\_\_\_\_.

ARTICLE III

CONTRACT SUM AND TERMS OF PAYMENT

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

#### ARTICLE IV

##### LIABILITY AND INDEMNITY

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

#### ARTICLE V

##### TERMINATION

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

#### ARTICLE VI

##### INSURANCE

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

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

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

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

## ARTICLE VII

### PUBLIC CONTRACTS

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

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

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

#### ARTICLE VIII

##### ATTORNEY'S FEES

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

#### ARTICLE IX

##### QUALITY OF GOODS AND SERVICES

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

#### ARTICLE X

##### OWNERSHIP OF DOCUMENTS

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

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

#### ARTICLE XI

##### SUBCONTRACTORS; DISADVANTAGED BUSINESS PROGRAM

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

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

## ARTICLE XII

### RIGHT TO WITHHOLD PAYMENTS

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

## ARTICLE XIII

### SAFETY

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

## ARTICLE XIV

### INTEGRATION OF CONTRACT DOCUMENTS

All of the provisions of any bidding documents including, but not limited to, the Advertisement for Bids, general and special instructions to bidders, proposal, Scope of Work, and specifications which were utilized in conjunction with the bidding of this Contract

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

ARTICLE XV

ASSIGNMENT

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

\_\_\_\_\_ METROPOLITAN SERVICE DISTRICT

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

YS/gl  
7536C/509-3  
07/16/87



ATTACHMENT "B"

ITEM DESCRIPTION	EST. QUAN**	UNIT	UNIT PRICE	TOTALS
1. Security Guard Service	1,560 hrs.	per hour	\$_____	\$_____
2. Patrol Car Visits	456 visits	per visit	\$_____	\$_____
3. Other Services	40 hrs.	per hour	\$_____	\$_____
			TOTAL BID \$	_____

\*\* Estimated quantity may be adjusted by Metro to meet anticipated Metro security service needs.

FINANCE COMMITTEE REPORT

Agenda Item No. 8.1

Meeting Date: 11-9-89

RESOLUTION NO. 89-1162, APPROVING A REQUEST FOR BID FOR  
SECURITY GUARD SERVICES AT THE METRO CENTER

Date: November 8, 1989

Presented by: Councilor Collier

COMMITTEE RECOMMENDATIONS: The Committee at its November 2, 1989 meeting, voted unanimously to recommend Council adoption of Resolution No. 89-1162. Voting yes were Councilors Collier, Devlin, Van Bergen and Wyers. Councilor Gardner was excused.

COMMITTEE DISCUSSION/ISSUES: At the October 19, 1989 Committee meeting, Flor Matias, Metro Support Services Supervisor, presented the staff report (see Attachment 1 to this report). He indicated this issue is a bid document for a proposed multi-year (2 years) contract for security services at the Metro Center. The existing contract will expire on December 1, 1989. The proposed new contract provides for expanded security services (on-site monitoring of building during evening hours on business days and several security audits) to help limit unauthorized visitors and reduce equipment thefts at the Metro Center.

Two issues were raised at the October 19th meeting which necessitated the matter be carried over to the November 2, 1989 meeting. Councilor Devlin through Council staff asked 1) why the procurement document proposed was an RFB rather than an RFP and 2) could these services be provided more effectively through an arrangement with the Washington Park Zoo which has its own in-house security system. Council staff and Mr. Matias were instructed to explore these issues.

At the November 2, 1989 Committee meeting, Ray Phelps, Finance and Administration Director, reported that it was not feasible or cost effective at this time to enter into an arrangement with the Zoo Department for these services (he indicated that we will explore future possibilities with the MERC as the Convention Center gets operational). Mr. Carlson reported that the RFB was the appropriate procurement document to use because the Metro Code (Definition of a Personal Service Contract) indicates that a security guard service contract is not a personal service contract for which an RFP is to be used.

DEC:aeb  
Attachment  
A:\FIN1108.RPT

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 89-1162 FOR THE  
PURPOSE OF APPROVING A INVITATION TO BID FOR  
SECURITY GUARD SERVICES PROVIDER

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Date: October 19, 1989

Presented by: Flor Matias

FACTUAL BACKGROUND

Security guard services were contracted by Metro beginning in 1986 when the agency moved into its present location. The services consisted of four visits to the building each evening by security services personnel. They were responsible for checking and locking outside and lobby doors as needed.

Growth of Metro responsibilities has brought about additional evening meetings and after business hours activities at Metro Center. These evening activities requires entry doors to remain open after standard business hours which makes Metro Center more vulnerable to unauthorized entries and equipment thefts. During the months of March and July 1989 four micro computer systems and a "FAX" machine were pilfered from Metro staff work stations. The thefts of personal items from work stations has also occurred on occasion.

The current contract for security services is coming to a close. With the advent of a new security services contract, expanded security services are being sought to help thwart unauthorized visitors and equipment thefts at Metro Center.

The contracted security services vendor is required to provide an on-site uniformed security person at Metro Center. The security person will be responsible for monitoring Metro Center visitors during the evening hours of each business day and will conduct evening buildings and grounds patrol to assure all building entry and hallway doors are locked. The security services vendor will be required to provide building security audits with recommendations which will make Metro Center more secure.

The security services vendor will report to Metro's Support Services Supervisor who is responsible for administering the contract.

The security services vendor will be selected from an invitation to bid process and will be selected in accordance with Metro contract rules for labor and materials services. Bids will be evaluated on the basis of organization, experience and references provided. The cost of services will be on a cost per unit basis which gives Metro flexibility to purchase security services within budget limitations. The service vendor selected will be contracted for a period of 24 months.

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 89-1162 FOR THE  
PURPOSE OF APPROVING A INVITATION TO BID FOR  
SECURITY GUARD SERVICES PROVIDER

Date: October 19, 1989

Presented by: Flor Matias

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