

BEFORE THE COUNCIL OF THE  
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF AUTHORIZING	)	RESOLUTION NO. 92-1579
THE ISSUANCE OF A REQUEST FOR BIDS	)	
AND, PURSUANT TO METRO CODE	)	Introduced by Rena Cusma,
CHAPTER 2.04.033(b), AUTHORIZING	)	Executive Officer
THE EXECUTIVE OFFICER TO EXECUTE	)	
A CONTRACT FOR LEASING A TRACTOR	)	
FOR USE AT ST. JOHNS LANDFILL	)	

WHEREAS, The Metropolitan Service District (METRO) is in the process of closing the St. Johns Landfill; and

WHEREAS, There is a need for a tractor at the St. Johns Landfill to provide road maintenance, contour maintenance, erosion control, and the incidental management of cover sands in Sub-area 4; and

WHEREAS, It is estimated that a tractor will be needed at the St. Johns Landfill for a period of six months; and

WHEREAS, It is cost-effective to lease a tractor for a period of six months; and

WHEREAS, The resolution was submitted to the Executive Officer for consideration and was forwarded to the Council for approval; now therefore,

BE IT RESOLVED, That the Council of the Metropolitan Service District

1) authorizes the issuance of a Request for Bids for the leasing of a tractor for use at St. Johns Landfill (Exhibit "A" hereto), and

2) Pursuant to Metro Code Section 2.04.033(b), waives the requirement of Council approval of a Contract resulting from this Request for Bids and authorizes the Executive Officer to execute the Contract, subject to the conditions that the Contract be with the lowest responsive, responsible bidder and that the Contract conform to the Metro Code and be in a form substantially the same as contained in the Request for Bid.

ADOPTED by the Council of the Metropolitan Service District this 12th day of March, 1991.

  
\_\_\_\_\_  
Jim Gardner, Presiding Officer

**REQUEST FOR BIDS**  
**FOR**  
**LEASING TRACTOR FOR USE AT ST. JOHNS LANDFILL**  
**(RFB #92B-8-SW)**

February 1992

Metropolitan Service District  
2000 S.W. First Avenue  
Portland, OR 97201

## INVITATION TO BID

The Metropolitan Service District (Metro) is requesting bids for supplying a tractor for use at the St. Johns Landfill (RFB #92B-8 -SW).

Sealed bids must be delivered to the Solid Waste Department at Metro, 2000 SW First Avenue, Portland, Oregon 97201-5398, to the attention of Ray Barker, Assistant Facilities Manager, no later than 3:00 PST, March 30, 1992, at which time they will be publicly opened and read in the Council Chamber.

The contract contemplated consists of supplying Metro, on a lease, purchase basis, a Caterpillar D5H Tractor, or a comparable tractor, with wide tracks, for a period of six (6) months, for maximum use of 180 hours per month. The tractor shall be used by Metro at the St. Johns Landfill located at 9363 N. Columbia Boulevard, Portland, Oregon to perform contour maintenance and erosion control, as well as road maintenance and management of cover sands. The term of the contract is expected to be April 15, 1992 through October 15, 1992.

## INSTRUCTION TO BIDDERS

### PROPOSAL

Proposals must be enclosed in a sealed envelope and mailed or delivered to the Solid Waste Department at Metro, 2000 SW First Avenue, Portland, Oregon 97201-5398, to the attention of Ray Barker, Assistant Facilities Manager.

The outside of the envelope shall plainly identify the subject of the bid, the opening date, and the bid number.

All proposals must be clearly and distinctly typed or written with ink or indelible pencil. No erasures are permitted. Mistakes must be crossed out and corrections typewritten or written in ink adjacent thereto, and initialed in ink by the party signing the bid, or the bidders authorized representative.

All proposals must be on the form furnished by Metro or they may be rejected by Metro. Where plans and specifications are attached to the proposal, they must be returned by the Bidder with the proposal.

### WITHDRAWAL OF PROPOSALS

Bidders may withdraw their proposals in person, or by written or telegraphic requests which are received prior to the scheduled closing time for filing bids. Negligence on the part of the bidder in preparing the proposal confers no right to withdraw the proposal after the scheduled closing time for filing bids.

## LATE PROPOSAL

Proposals received after the scheduled closing time for filing bids will be returned to the Bidder unopened, unless such closing time is extended by Metro.

## MODIFICATION OF PROPOSAL

An offer to modify the proposal which is received from the successful bidder after award of contract which makes the terms of the bid more favorable or advantageous to Metro will be considered, and may thereafter be accepted. To be effective, every modification must be made in writing over the signature of the Bidder.

## TAXES

Taxes, whether State or Federal, shall not be included in the bid prices. Tax exemption certificate will be provided by Metro on request.

## IMMATERIAL VARIANCES

Metro reserves the right to determine if equipment of materials which comply substantially in quality and performance with the specifications are acceptable to Metro, and any variance listed by the Bidder in the proposal is material or immaterial.

## TERMS

Bids may be rejected if they require payment in less than 30 calendar days after delivery or if they require payment, in whole or in part, prior to delivery.

## PRICES

The prices submitted shall be firm during the contract period. If unit prices are requested, they should be shown for each unit on which there is a bid. In case of mistake in extension of price, unit prices shall govern. All prices shall be f.o.b. destination.

## EQUIVALENT PRICES/TERM

Bidder represents that all prices, terms and benefits offered in this agreement are equal to or better than the equivalent prices, terms and benefits being offered by bidder to any other state or local government unit or commercial customer in the State of Oregon.

Should bidder, during the term of this agreement, enter into any contact, agreement or arrangement that provides lower prices, more favorable terms or greater benefits to any other such government unit or commercial customer, this agreement shall thereupon be deemed amended to provide the same price or prices, terms and benefits to Metro. This provision applies to comparable products, supplies and services, and to purchase volumes by Metro that

are not less than the purchase volumes of the government unit or commercial customer that has received the lower prices, greater benefits or more favorable terms.

Donations of products, supplies or services to charitable, nonprofit or government entities, if the donations are recognized as such and are deductible under the federal Internal Revenue Code, shall not be considered contracts, agreements, sales or arrangements with other government units or commercial customers that call for the application of this paragraph.

### DISCOUNTS

All prices must be submitted on a net basis. Cash discounts for prompt payment will be considered in awarding the bid. Where the net bid is equal to a bid with a cash discount for prompt payment, the award shall be made to the net bid. Cash discounts for prompt payment will be figured from the date of delivery and acceptance of the article(s), or in the case of incorrect invoice, from the date of receipt of corrected invoice.

### EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin.

### TEN PERCENT (10%) BID DEPOSIT

When specified by Metro, a bid deposit in the form of a surety bond, postal money order, cash, cashier's check, or certified check in the amount equal to ten percent (10%) of the amount of the bid shall be furnished by the Bidder to Metro.

### ADDENDA TO PLANS OR SPECIFICATIONS

Requests for additional information or for interpretation of the contract documents shall be delivered to the Project Manager, in writing, at least four (4) days before the date set for opening of bids. If, in the opinion of the Project Manager, additional information or interpretation is needed by the Bidders, an addendum will be issued to all known specification holders. The provisions of any written addenda issued by the Procurement Officer at least forty-eight (48) hours before the time set for the opening of bids shall be binding upon the Bidders, and failure of a Bidder to obtain such addenda shall not excuse him from complying therewith, if the bidder is awarded the contract.

### BASIS OF AWARD

The award shall be made to the responsible Bidders submitting the most advantageous bid to Metro. Any determination of the responsible Bidders submitting the most advantageous bid and award are subject to review and determination by the Metro Legal Counsel as to legal sufficiency of any bid submitted. Metro reserves the right to reject any and/or all bids in whole or in part, and to waive irregularities not affecting substantial rights.

## COST OF PROPOSAL

This invitation to bid does not commit Metro to pay any costs incurred by any Bidder in the submission of a proposal, or in making necessary studies or designs for the preparation thereof, or for procuring or contracting for the items to be furnished under the invitation to bid.

## WARRANTY

Each bidder shall provide an explanation of both the bidder's and manufacturer's warranties on materials and workmanship; and indicate any warranty costs to Metro including shipping costs.

## SERVICE

Each bidder shall furnish detailed information on any service facilities, locations, and procedures as well as information on any maintenance agreements or contracts available to Metro.

## DELIVERY

Each bidder shall provide a delivery schedule for each item offered. Therefore, the successful bidder shall notify Metro, in writing, within five (5) business days of order if delivery cannot be completed as proposed and required.

Upon receipt of such notice from the successful bidder, Metro reserves the right to cancel the order and make the purchase from the second lowest, responsible bidder.

If Metro does not elect to cancel the contract initially, subsequent failure to meet the then current delivery requirement does not foreclose Metro's option for cancellation.

## LATEST MODEL

Parts and materials must be latest model, of current date, and meet specifications. This provision excludes surplus, remanufactured, and used products, unless such material is proposed in lieu of items specified.

## "OR APPROVED EQUAL" CLAUSE

In order to establish a basis of quality, certain processes, types of machinery and equipment, or kinds of materials may be specified, either by description of process or by designating a manufacturer by name and referring to the brand of product designation, or by specifying a kind of material. It is not the intent of these specifications to exclude other processes, equipment, or materials of equal value, utility merit.

Whenever a process is designated or a manufacturer's name, brand, or item designated or described, it shall be understood that the words, "or approved equal" follows such name designation, or description, whether in fact they do so or not.

If a bidder proposes to furnish an item, process or material which he/she claims to be of equal utility to the one designated, then:

1. Bidder shall submit to the Purchasing Agent Department, in care of the Project Manager, a written statement describing it together with supporting data and details sufficient to permit Metro to evaluate the same, seven(7) work days prior to the date set for opening.
2. Metro may require demonstration, additional tests, and additional data, all to be supplied at the expense of the bidder.
3. If Metro determines that the proposed item, material or process is of equal utility to Metro the Project Manager shall at least forty-eight (48) hours prior to bid opening issue addenda to all planholders.

#### CONFLICT OF INTEREST

A Bidder filing a proposal thereby certifies that no officer, agent, or employee of Metro has a pecuniary interest in this bid or has participated in contract negotiations on behalf of Metro; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Bidder for the same call for bids; the Bidder is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

#### EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK

It is understood that the bidder, before submitting the bid has made a careful examination of the plans, specifications, and contract; that the bidder is fully informed as to the quality and quantity of materials and the character of the work required; and that the bidder has made a careful examination of the location and condition of the work and the sources of supply for materials.

## **GENERAL CONDITIONS**

### **PATENTS**

The successful Bidder agrees to protect, defend, if Metro requests, and save the agency harmless against any demand for payment for wrongful or unauthorized use of any patented material, process, article, or device that may enter into manufacture, construction, or forms part of the work covered by the contract.

### **FAILURE TO PERFORM**

Should the successful low bidder fail to meet the agreed upon delivery schedule, thereby making it necessary for Metro to purchase urgently-needed items from another source, the low bidder shall pay the difference between the accepted low bid price and the purchase price.

### **DELIVERY TIMES**

The successful bidder shall deliver between the hours of 8:00 a.m. and 4:00 p.m. Unloading must be completed by 5:00 p.m. unless approved in advance by Metro. Requests for such approval must be received by Metro at least three (3) days prior to delivery. Contractor shall assume all risk of deliveries made during hours beyond those listed above.

### **CANCELLATION**

Metro reserves the right to cancel the whole or any part of the contract if the Bidder willfully fails to perform any of the provisions in the contract, or fails to make delivery within the time stated, unless the time is extended by a Change Order.

### **SPECIAL CONDITIONS**

Where special conditions are written in the specifications, these special conditions shall take precedence over any conditions listed under the "Instructions to Bidders" and "General Conditions."

### **PERFORMANCE BOND**

A performance bond will be required for all public works contracts over \$10,000, unless the requirement for a performance bond shall be waived by Metro Council.

### **PERMITS AND LICENSES**

The successful Bidder shall obtain and shall include in the bid the cost for all permits and licenses which may be required to perform the contract.



## INVOICES

Invoices shall be prepared and submitted in triplicate (one copy shall be marked "original") unless otherwise specified. Invoices shall contain the following information: Contract or Purchase Order number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices and extended totals. Invoice should also state name of the unit or department to which the merchandise was shipped or delivered. Bill to Accounts Payable.

## QUANTITIES

The quantities listed represent Metro's best estimate of potential purchases to be made during the contract term. Metro makes no guarantees as to the exact quantities to be purchased. The figures provided are intended merely as guides and bidders are warned not to construe them as a guarantee to purchase any amount.

Payment will be made only for quantities actually ordered, delivered, and accepted whether greater or less than the stated amounts.

## NOTICE OF ASSIGNMENT

Metro will not recognize any assignment or transfer of any interest in this contract without written notice to the Procurement Officer by the new vendor.

## COMPLIANCE

Each bidder shall gain inform of, and the bidder awarded a contract shall comply with, federal, state, and local laws, statues, and ordinance relative to the execution of the work. This requirement includes, but is not limited to, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, waste reduction and recycling, the protection of natural resources, fire protection, burning and nonburning requirements, permits, fees and similar subjects.

All blank spaces in the bid forms must be completed either by typing or in black ink. Amounts shall be shown in both words and figures. Written amounts shall govern in cases of discrepancy between the amounts stated in words and the amounts stated in figures.

## ERRORS/OMISSIONS

Any bid may be deemed non-responsive which, on the bid forms, 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.

## EXECUTION

Each bid shall give the full business address of the bidder and be signed by it with its legal signature.

Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name authorized to sign contracts on behalf of the partnership, or by an authorized representative, followed by the printed name and title of the person signing.

Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the president, secretary or other person authorized to legally bind it in the matter. When requested by Metro, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. 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.

In the event that a bid is submitted by a joint venture, then a certified copy of the legal agreement constituting such joint venture shall be attached to the bid.

The name of each person signing shall be typed or printed below the signature. Signatures of all individuals must be in longhand.

To facilitate evaluation of Bids, Metro requires that all responding firms adhere to the format outlined within this RFB. Firms wishing to take exception to, or comment on, any specified criteria within this RFB are encouraged to document their concerns in this part of their Bid. Exceptions or comments should be succinct, thorough and organized. Metro encourages the Bidders to propose management alternatives that reuse, recycle, or recover energy from wastes.

Failure to fulfill any of the above requirements may render the Bid non-responsive.

#### NOTICE OF AWARD

Within forty-five (45) calendar days after the opening of Bids, Metro will accept one of the bids, or combination of bids, or reject all bids in accordance with the Basis of Award. The acceptance of the Bid will be by written Notice of Conditional Award, mailed or delivered to the office designated in the Bid. The Notice of Conditional Award shall not entitle the party to whom it is delivered to any rights whatsoever.

#### 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 hereto attached.

#### BID BOND

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 five hundred dollars (\$500). This bid security shall be given as a guarantee that the Bidder will not withdraw the 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 Instructions to Bidders.

#### ATTORNEY-IN-FACT

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

#### 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 Bid they accompanied.

The Bidder who has a Contract awarded to him/her and who fails to promptly and properly execute the contract and furnish any required bond(s) shall forfeit the bid security that accompanied the 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.

#### INSURANCE

Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance covering the Contractor, its employees and agents. Broad form comprehensive general liability insurance covering personal injury, property damage, and personal injury with automatic coverage for premises and operations and product liability. The policy must be endorsed with contractual liability coverage.

#### LAW OF STATE OF OREGON

This contract is entered into within the State of Oregon, and the law of said State, whether substantive or procedural, shall apply to this contract, and that all statutory, charter and ordinance provisions that are applicable to the public contracts in the City of Portland, Multnomah, Washington and Clackamas Counties and the State of Oregon shall be followed with respect to this contract.

**Attachment A  
To Request For Bids**

SAMPLE - STANDARD 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 \_\_\_\_\_ 97 \_\_\_\_\_, 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 November 1, 1991 through and including October 31, 1992.

ARTICLE III

CONTRACT SUM AND TERMS OF PAYMENT

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

## 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

All applicable provisions of ORS chapters 187 and 279, and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if such provision were a part of this Agreement, including, but not limited to, ORS 279.310 to 279.320. Specifically, it is a condition of this Contract that Contractor and all employers working under this Agreement are subject employers that will comply with ORS 656.017 as required by 1989 Oregon Laws chapter 684.

## 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 seven percent (7%) of the contract amount to Disadvantaged Business Enterprise and five percent (5%) 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 provisions of federal, state and local safety laws and building codes.



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.

CONTRACTOR

METROPOLITAN SERVICE DISTRICT

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

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

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

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

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

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

**. BID FORMS**

**TO BE SUBMITTED AT THE TIME OF BID OPENING**

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

**PROPOSAL**

TO: Metropolitan Service District  
Solid Waste Department

ADDRESS: 2000 S.W. First Avenue  
Portland, Oregon 97201-5398

PROJECT TITLE: LEASING TRACTOR FOR USE AT ST. JOHNS LANDFILL

BIDDER: \_\_\_\_\_

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

DATE: \_\_\_\_\_

Bidder's Person to contact for additional information on this Bid:

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

TELEPHONE: (503) 221-1646

**BIDDER'S DECLARATION AND UNDERSTANDING**

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in the Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of Metro, 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 the Contract Documents for the completion of the project, that he/she has personally inspected the site, that he/she has satisfied himself/herself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Bid is made in accordance with the provisions and under the terms 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**

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 and deliver the Contract in the form annexed hereto, and will at that time, 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.

### **COMMENCEMENT OF WORK AND CONTRACT COMPLETION TIME**

The time frame for the award and execution of this Contract shall be as previously stipulated in the INSTRUCTIONS TO BIDDERS. Within a five (5) day period following written notice, the successful Bidder shall be contacted by Metro to schedule a preconstruction conference in order to coordinate construction activities with ongoing operations.

### **SALES AND USE TAXES**

The Bidder agrees that all federal, state and local sales and use taxes are included in the stated bid price for the work.

### **LUMP SUM OR UNIT PRICE WORK**

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following lump sum or unit price amounts, it being expressly understood that the unit prices are independent of the estimated quantities. The Bidder agrees that the lump sum prices and the unit prices represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern.

METROPOLITAN SERVICE DISTRICT  
BID SCHEDULE  
FOR  
LEASING TRACTOR FOR USE AT ST. JOHNS LANDFILL

Lease of D5H Caterpillar Tractor with wide tracks (or comparable tractor) for six (6) months.

Lease Amount per month

\_\_\_\_\_ \$ \_\_\_\_\_  
(words) (figures)

Maintenance Costs per month

\_\_\_\_\_ \$ \_\_\_\_\_  
(words) (figures)

Hauling Costs (each way)

\_\_\_\_\_ \$ \_\_\_\_\_  
(words) (figures)

**ADDENDA**

The Bidder hereby acknowledges that he/she has received Addenda Numbers \_\_\_\_\_  
(Bidder insert Number of each Addendum received)  
to these specifications.



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\_\_\_\_.

\_\_\_\_\_  
Name of Corporation

(SEAL)

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

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

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

Secretary

Attachment A  
SCOPE OF WORK

1. Contractor shall furnish a Caterpillar D5H Tractor, or a comparable tractor, with wide tracks, to Metro, for a period of six (6) months, on a lease, purchase basis, for maximum use of 180 hours per month at St. Johns Landfill located at 9363 N. Columbia Boulevard, Portland, Oregon.
2. Contractor shall deliver Tractor to the St. Johns Landfill within two (2) working days of Contract execution. Contractor shall remove Tractor from St. Johns Landfill at the termination of Contract, if needed.
3. Contractor shall provide tractor maintenance as shown in Attachment B. In the event the Tractor is not operable for two (2) consecutive business days, on the third day Contractor shall furnish to Metro a fully operable Caterpillar D5H Tractor, or a comparable tractor, at the St. Johns Landfill site and without cost to Metro.
4. Metro shall give Contractor a minimum of one (1) week notice prior to required maintenance.
5. Metro shall provide insurance on the Tractor against theft and vandalism and shall be responsible for damages to the Tractor.



Attachment B  
TRACTOR MAINTENANCE

1. Contractor shall provide tractor maintenance as follows:
  - A. Every 250 Service Hours or Monthly: Check and/or adjust v-belts. Test brakes. Adjust tracks, if necessary. Add cooling system conditioner. Lubricate bulldozer tilt brace. Check final drive oil level. Change power train oil filter. Includes scheduled oil sampling.
  - B. Every 500 Service Hours or 3 Months: Includes all items listed under 250-hours service, plus: Change hydraulic system oil filter. Wash engine crankcase oil breather. Check recoil spring oil compartment. Adjust rear idler scraper plates (if equipped). Wash fuel tank cap and screen. Wash primary and change secondary fuel filter. Includes scheduled oil sampling.
  - C. Every 1,000 Service Hours or 6 Months: Includes all items listed under 250- and 500-hours service plus: Re-tighten Rollover Protective Structure (ROPS) mounting bolts. Change power train oil filter and wash breather. Change final drive oil. Includes scheduled oil sampling.
2. Metro shall give Contractor a minimum of one (1) week notice prior to required maintenance.
3. Contractor shall perform maintenance work between 8:00 a.m. and 4:30 p.m. Monday through Friday. Requested scheduling at other times will be on a "time and materials" basis at the appropriate overtime rate.
4. Metro shall use Caterpillar oils, or comparable oils, during the duration of the maintenance contract.

RB:ay  
CONTRACT\TRACTOR.RFB

**SOLID WASTE COMMITTEE REPORT**

CONSIDERATION OF RESOLUTION NO. 92-1579, FOR THE PURPOSE OF AUTHORIZING THE ISSUANCE OF A REQUEST FOR BIDS AND , PURSUANT TO METRO CODE CHAPTER 2.04.033(B), AUTHORIZING THE EXECUTIVE OFFICER TO EXECUTE A CONTRACT FOR LEASING A TRACTOR FOR USE AT THE ST. JOHNS LANDFILL

-----  
Date: March 4, 1992

Presented by: Councilor Wyers

**Committee Recommendation:** At the March 3 meeting, the Committee voted unanimously to recommend Council adoption of Resolution No. 92-1579. Voting in favor: Councilors Buchanan, Hansen, McFarland, Van Bergen and Wyers.

**Committee Issues/Discussion:** Sam Chandler, Solid Waste Facilities Manager, reviewed the need for the resolution which would authorize six month lease of a tractor for contouring, maintenance and other work in Subarea 4 of the St. Johns Landfill. With the expiration of the Browning-Ferris (BFI) contract at the landfill, Metro is now responsible for a various activities to meet water quality regulatory requirements on the site. Extension of the BFI contract was considered, but rejected, due to the cost.

Chandler noted that it is Metro's intent to lease a tractor which would be operated by a temporary employee during the lease period. The employee would be the same individual hired by Riedel to dispose of its compost at the landfill. Chandler noted that the contract would extend through the coming summer season and would allow the needed work to be completed during relatively dry weather conditions. Metro will remain responsible for any additional work not otherwise being performed by the various contractors operating on the landfill site.

Chandler noted that about 80,000 tons of rejected Riedel compost had been disposed of at the landfill. While Metro did not charge Riedel for the disposal of the material, this action reduced the amount of fill material required from other sources. As a result, Chandler estimated that Metro saved about \$285,000.

Councilor Van Bergen asked if staff anticipated that it would have to extend the length of the contract beyond the six-month period. Chandler indicated that such an extension was not expected. Van Bergen asked if Credit Suisse, the present owner of the composter facility, was making any payments related to the acceptance of its compost at the landfill. Bob Martin, Director of Solid Waste, indicated that Credit Suisse would be billed for the actual cost of hauling, moving and placement of the material at the landfill. Van Bergen asked about the sizing the tractor to be leased, noting that a somewhat smaller size would cost significantly less. Chandler noted that a smaller tractor would be less efficient and possibly require moving the pad on which the fill material is deposited.

## STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 92-1579 FOR THE PURPOSE OF AUTHORIZING THE ISSUANCE OF A REQUEST FOR BIDS AND, PURSUANT TO METRO CODE CHAPTER 2.04.033(b), AUTHORIZING THE EXECUTIVE OFFICER TO EXECUTE A CONTRACT FOR LEASING OF A TRACTOR FOR USE AT ST. JOHNS LANDFILL

---

DATE: February 20, 1992

Presented By: Sam Chandler  
Ray Barker

### PROPOSED ACTION

Adoption of Resolution No. 92-1579, authorizing the issuance of a Request for Bids and pursuant to Metro Code Section 2.04.033(b), authorizing the Executive Officer to execute a contract for leasing a tractor for use at the St. Johns Landfill.

### FACTUAL BACKGROUND AND ANALYSIS

Metro closed the St. Johns Landfill as a general purpose landfill on January 13, 1991, but continued to accept construction debris, dirt, sand, etc., in order to reduce costs in achieving final landfill contours. On December 31, 1991, the contract with Browning-Ferris Industries (BFI) for operating the landfill expired. BFI has removed their equipment and personnel from the landfill and is no longer involved in its operations.

While the landfill is currently in a closure phase, Metro continues to have a responsibility to provide contour maintenance, road maintenance, erosion control, and the incidental management of cover sands in Sub-area 4. In addition, there is a need to bury construction debris coming to the landfill from the Sears building projects, as well as moving the diesel-powered pumps used for leachate and contaminated water control as the weather requires.

In order to achieve the above work, it is necessary to have a large tractor on-site. It is proposed that Metro lease, for a period of six months, a D5H Caterpillar tractor or comparable tractor, and use an existing Solid Waste Operations Division employee, an experienced tractor operator to run the equipment. It is estimated that the costs to lease the equipment and pay the operator for a six-month period is substantially less than purchasing the equipment or hiring the equipment and an operator.

## TRACTOR COSTS

It is estimated that the cost of leasing a D5H Caterpillar tractor or comparable tractor for six months is as follows:

Rental @ \$4,800/month	\$28,800
Maintenance Costs	1,720
Hauling Costs	80
Travel Costs	50
TOTAL	\$30,650

To purchase the above equipment would cost approximately \$100,000.

The estimated cost of hiring the equipment and operator for six months is \$100,620.00 (1,040 hours @ \$96.75/hour). It is estimated that Metro can lease the equipment and pay its own operator for a total cost of \$48,170 for six months (1,040 hours @ \$46.32/hour). This amount includes fuel, oil, filters, etc. The operator would be paid \$13.00/hour.

## BUDGET IMPACT

The FY 1991-92 budget provides \$365,000 for equipment and vehicles in the Solid Waste Operations Division. It is estimated that \$50,000 of the \$365,000 appropriation is unencumbered and is available for the tractor rental. It is estimated that the proposed tractor contract would cost \$15,325 in FY 1991-92. The proposed contract would extend into FY 1992-93 and would require a provision in the FY 1992-93 budget of approximately \$15,000.

## EXECUTIVE OFFICERS RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 92-1579.



**METRO**

# Memorandum

2000 S.W. First Avenue  
Portland, OR 97201-5398  
503/221-1646

To: Solid Waste Committee Members

From: John Houser, Council Analyst

Date: February 25, 1992

Re: Resolution No. 92-1579, For the Purpose of Authorizing the Issuance of a Request for Bids and, Pursuant to Metro Code Chapter 2.04.033(b), Authorizing the Executive Officer to Execute a Contract For Leasing of a Tractor For Use at St. Johns Landfill

Resolution No. 92-1579 is scheduled to be considered by the committee at the March 3 meeting.

## Background

The purpose of the resolution is to begin the procurement process to lease a tractor for use at the St. Johns Landfill for a six month period. The tractor would be used for various maintenance and erosion control activities and to bury the construction debris that will be deposited at the facility from the Sears Building renovation. The contract of the prior facility operator (BFI Industries) expired December 31, 1991. Metro intends to lease a tractor for a six month period. The tractor would be operated by a current employee with an equipment operation background.

The staff report estimates that the cost of leasing the equipment will be about \$30,000 and operating costs at about \$18,000. By comparison, the cost of purchasing the equipment would be about \$100,000 and the cost of contracting for the equipment and an operator is also estimated at \$100,620. The equipment lease costs would be divided approximately equally between the current fiscal year and fiscal year 1992-93. The department has adequate funding for this purpose during the current fiscal year.

## Issues and Questions

The committee may wish to address the following issues and questions related to this resolution:

1) The resolution permits the Executive Officer to enter into a contract with the successful bidder without further Council review. The committee may wish to address this issue as a separate policy question.

2) The length of the proposed contract is six months. On what basis was this contract length determined? After this period, will

Metro no longer be responsible for the type of maintenance, erosion control, and or management services that require a tractor at the site? Will these services be provided by one of the closure project contractors?

3) The staff report indicates that the equipment will be operated by an existing Metro employee? What are this employee's current job responsibilities, and how will these be addressed during the period that the employee is working at the landfill?

4) Based on the staff report, it appears that there is a significant difference between the cost of Metro leasing the tractor and providing its own operator and contracting for the equipment and an operator. This difference is over \$50,000 for a six month period. How were is estimated costs determined and why is the difference so great?

5) On a related subject, staff has indicated that virtually all of the unusable compost from the former Riedel facility has been deposited at St. Johns. Since Metro has one existing and one pending contract to procure soils and other materials to assist in the closure process, how much material has been deposited from the composter, and will less material have to be procured from other sources?