

**BEFORE THE COUNCIL OF THE  
METROPOLITAN SERVICE DISTRICT**

FOR THE PURPOSE OF AUTHORIZING ) ISSUANCE OF A REQUEST FOR BIDS ) FOR HAULING AND PROCESSING ) YARD DEBRIS FROM THE METRO ) SOUTH STATION )	RESOLUTION NO. 92-1657  Introduced by: Rena Cusma Executive Officer
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WHEREAS, the Metropolitan Service District (Metro) estimates that 1,500 tons of source-separated yard debris will be disposed of at Metro South Station during fiscal year 1992-93; and

WHEREAS, it is Metro's policy to recycle source-separated yard debris; and

WHEREAS, the current contract with McFarlane's Bark, Inc. for hauling and processing source-separated yard debris from Metro South Station expires September 30, 1992; and

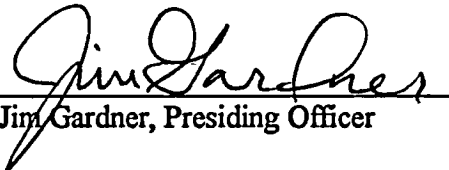
WHEREAS, it is in the public interest to obtain competitive bids for hauling and processing of source-separated yard debris;

WHEREAS, a Request for Bids 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 authorizes the issuance of a Request for Bids for the hauling and processing of source-separated yard debris from Metro South Station (Exhibit "A") attached hereto.

ADOPTED by the Council of the Metropolitan Service District this 13<sup>th</sup> day of August, 1992.

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

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EXHIBIT A  
**REQUEST FOR BIDS**

**FOR**

**HAULING AND PROCESSING OF YARD DEBRIS  
FROM METRO SOUTH STATION**

**(RFB #92B -21-SW)**

August 1992

Metropolitan Service District  
2000 SW First Avenue  
Portland, OR 97201

## INVITATION TO BID

The Metropolitan Service District (Metro) is requesting bids for hauling and processing yard debris from Metro South Station, 2001 Washington Street, Oregon City, OR 97045. (RFB #92B-21-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 Pacific Daylight Time (PDT), September 9, 1992, at which time they will be publicly opened and read in the Council Chamber.

The work contemplated consists of hauling and processing into usable products source-separated yard debris from Metro South Station. Approximately 1,500 tons of source-separated yard debris will be available from the Metro South Station during the contract period. The length of the contract shall be one year (October 1, 1992, through September 30, 1993). The tonnage amount is an estimate only, is used for the purpose of bid price calculation, and may vary considerably depending on various disposal factors within the Metropolitan area.

Source-separated yard debris disposed at Metro South Station will be loaded into 40-yard drop boxes by the station operator. The Contractor shall provide the drop boxes, haul the material in the drop-boxes to a processing facility and process the material. The material in the drop-boxes is not compacted.

## INSTRUCTION TO BIDDERS

### BID

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

### WITHDRAWAL OF BIDS

Bidders may withdraw their bids 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 bid confers no right to withdraw the bid after the scheduled closing time for filing bids.

### LATE BID

Bids 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 BID

An offer to modify the bid 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.

### IMMATERIAL VARIANCES

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

### TERMS

A Bid may be rejected if it requires payment in less than 30 calendar days after delivery or if it requires 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 its bid 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.

### DISADVANTAGED BUSINESS PROGRAM

Metro has made a strong commitment to provide maximum opportunities to Disadvantaged and Women-Owned Businesses in contracting for goods or services. In the event that any subcontractors are to be used, the successful Bidder will be required to meet Metro's Disadvantaged Business Program goals or clearly demonstrate that a "good faith effort" as defined in the Metro Code (Section 2.04.160) has been made to meet the goals. The goals for this Contract are: Disadvantaged Business Enterprises (DBE's) -- seven (7) percent of the total Contract amount and Women-Owned Businesses (WBE's) -- five (5) percent of the total contract amount.

DBE's and WBE's must be certified by the State of Oregon as DBE's or WBE's to be counted toward the Contract goals. The State's list of certified DBE's/WBE's may be obtained from the Office of Minority & Women & Emerging Small Businesses, State Executive Dept., 155 Cottage Street N.E., Salem, OR 97310; Attn: Rick Acevedo, (503) 387-5651.

The Bid Documents submitted must contain a fully completed Disadvantaged Business Program Compliance form contained in the Bidding Documents. Thereafter, within 24 hours of notice by Metro, firms to be interviewed will be required to submit completed DBE and WBE utilization forms which are also attached. Detailed procedures for completing the forms and for demonstrating "good faith efforts" are contained in Metro's Disadvantaged Business Program contained in Attachment B.

Bidder's attention is directed to Section 2.04.155 (Contract Award Criteria), and Section 2.04.160 (b) (Determination of Good Faith Efforts) of the Metro Code. Bidders should also note the following requirement of the latter section:

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

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

*The Portland Observer*, P.O. Box 3137, Portland, OR 97208, (503) 283-2486.

*The Skanner*, 2337 N. Williams Ave, Portland, OR 97211, (503) 287-3562.

*Hispanic News*, 9203 SE Francis, Portland, OR 97266, (503) 777-6759.

*The American Contractor*, P.O. Box 11233, Portland, OR 97211 (503) 280-9000,

*Pro-Woman*, P.O. Box 6957, Portland, OR 97228 (503) 452-0121

The requirement to advertise is but one of the actions necessary to demonstrate "good faith efforts" under this program. Failure of the Bidder to comply with all of the requirements of this Disadvantaged Business Program will result in the Bid being deemed non-responsive.

All questions regarding DBE/WBE requirements should be addressed to Metro's Contracts Administrator, Mr. A. M. Hazen at (503) 221-1646.

#### 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 bid 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. Failure of a Bidder to obtain such an addendum 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 BID

This invitation to bid does not commit Metro to pay any costs incurred by any Bidder in the submission of a bid, 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 manufacturer's 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, or 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 the Bidder 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) business 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 plan holders.

### RECYCLABLE PRODUCTS

Vendors shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

### RECYCLED PRODUCTS IN BID ITEMS

Under Oregon Law, (Chapter 385 Oregon Laws 1991, Section 61) public agencies, including Metro, must give preference to the purchase of materials and supplies manufactured from recycled materials. All bidders are required to specify the minimum, if not exact, percentage of recycled paper in paper products or recycled product in products offered, and both the post-consumer and secondary waste content of the products offered. For paper products, the bidder must also specify the fiber type. The definitions of "recycled product," "post-consumer waste" and "secondary waste material," as well as other explanatory materials are included in Attachment D to the Bid Documents. A bidder may specify that all products offered contain no recycled materials.



**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 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 \_\_\_\_\_, 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 \_\_\_\_\_, 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, 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.

**CONTRACTOR NAME**

**METROPOLITAN SERVICE DISTRICT**

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

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

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

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

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

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

## ATTACHMENT A TO CONTRACT

### SCOPE OF WORK

1. Contractor shall haul and process into usable products approximately 1,500 tons of source-separated yard debris from the Metro South Station, located at 2001 Washington Street, Oregon City, OR 97045.
2. Contractor shall provide all equipment and personnel necessary to supply the transport and processing services described in this Scope of Work. Equipment shall include, but shall not be limited to, a yard debris grinder, a transport vehicle capable of hauling a 40-yard drop box full of yard debris, two 40-yard drop boxes, and tarps to cover loaded drop boxes during transport. Drop boxes shall be in good working order, painted, and free of holes and major dents. The physical appearance of drop boxes shall be subject to Metro approval, and Contractor shall improve said appearance if so required by Metro.
3. For purposes of this agreement, the term "yard debris" is defined as heterogeneous material composed mostly of leaves, branches, yard prunings and grass clippings, with incidental quantities of tree stumps, root balls and sod. The material is reasonably free of waste contamination. Metro will strive to keep the material as clean of contamination as is reasonably possible.
4. Metro guarantees no minimum amount of material for delivery to Contractor and reserves the right to limit the quantity of material to be delivered to Contractor.
5. Source-separated yard debris disposed of at Metro South Station shall be loaded into 40-yard drop boxes by the station operator (currently Waste Management of Oregon).
6. Contractor shall perform hauling operations during regular business hours of the Metro South Station, unless other arrangements are made with the facility operator. Contractor shall coordinate the hauling of material with the operator of the transfer station. Metro's Solid Waste Facilities Manager shall serve as the arbiter in the case of dispute between Contractor and the facility operator.
7. Contractor shall remove the material from a designated area of the transfer station. The material shall be inside Contractor's 40-yard drop box at the transfer station. The material is not compacted. Contractor shall have an empty drop box at the designated area for acceptance of material while the loaded drop box is being hauled to the material processing facility. Contractor shall remove full drop boxes of material from the transfer station within 24 hours of notification by Metro. Should Contractor not be able to remove material within 24 hours of notification, Metro shall have the right to hire a separate firm to haul the material.



8. All material shall be weighed by Metro on the scales at the transfer station scalehouse before removal of the material from the transfer station site and before delivery of material to the yard debris processing facility. The net weight of the load shall be registered on a transaction invoice and a copy given to the Contractor. This weight shall be the basis for payment to Contractor.
9. Loaded drop boxes shall be covered by a tarp during transport of material from transfer station to processing facility.
10. Once the material has been removed from the transfer station, none of the material covered under this Agreement shall be landfilled or burned in a solid waste mass incinerator. Except for these restrictions, Contractor may handle the final processed product in any lawful manner that Contractor deems appropriate.
11. Contractor shall be solely responsible for processing the material into final usable products.
12. No material shall be stockpiled by Contractor in an unprocessed form for longer than twelve (12) months.
13. Any contaminates contained in the material may be disposed at Metro disposal facilities at Contractor's expense.
14. Contractor shall provide (from insurance companies acceptable to Metro) the insurance coverage designated hereinafter and pay for all costs therefore. Before commencing work under this contract, Contractor shall furnish Metro with certificates of insurance evidencing coverage as specified and where indicated naming Metro as an additional insured.

a. **Comprehensive General Liability**

Contractor shall maintain Comprehensive General Liability insurance covering all operations, including contractual liability, against bodily injury or death including personal injury and property damage with a combined single limit of not less than \$1,000,000. Such policy shall name Metro, its directors, officers, agents, and employees as an additional insured. Such insurance shall provide for thirty days prior written notice to Metro in the event of alteration or cancellation.

b. **Auto Liability**

Contractor shall maintain Auto Liability with a combined single limit of not less than \$1,000,000. Such policy shall insure against bodily injury and property damage arising out of the use by or on behalf of Contractor, his agents and employees in pursuit of services provided for in this Agreement, of any owned, non-owned or hired vehicle. Such policy shall name Metro, its directors, officers, agents and employees as an additional insured. Such insurance shall provide for thirty days prior written notice to Metro in the event of alteration or cancellation.

c. **Workers' Compensation Coverage**

**Contractor shall maintain in force Workers' Compensation coverage as required by the State of Oregon. Contractor shall also maintain Employers' Liability insurance including bodily injury caused by disease with a limit of not less than \$1,000,000. Consultant shall require his sub-consultants (if any) to maintain such insurance also. Contractor shall provide Metro a Certificate of Insurance evidencing that such coverage is in force.**

15. **Contractor shall provide to Metro a performance bond in an amount equal to 100 percent (100%) of the bid price.**

**ATTACHMENT B**

**METRO CODE SECTION 2.04  
DISADVANTAGED BUSINESS PROGRAM**

**ATTACHMENT C**  
**BID FORMS**

**TO BE SUBMITTED PRIOR TO BID OPENING**

1. Bidders Declaration and Understanding
2. Bid Schedule
3. Bid Bond
4. Disadvantaged Business Program Compliance Form to be submitted by close of next Business Day following bid openings.
5. DBE/WBE Utilization Forms

**BIDDERS DECLARATION AND UNDERSTANDING**

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

BID

To: Metropolitan Service District

Address: 2000 S.W. First Avenue

Bid Title: For Hauling and Processing of Yard Debris from Metro South Station

Bidder: \_\_\_\_\_

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

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

Authorized Signature: \_\_\_\_\_

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 aspects, fair and without fraud, that the Bid is made without collusion with any official of the Owner, and that the Bid 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 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.

**BIDDERS DECLARATION AND UNDERSTANDING  
(Continued)**

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 Conditional Award, sign the Contract in the form annexed hereto, and will at that time, deliver to Metro any Bonds or Letters of Credit required herein and will, to the extent of his/her Bid, furnish all machinery, tools, apparatus, and other means of operation and do the work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

**CERTIFICATE OF INSURANCE**

The Bidder agrees to furnish to Metro, before commencing the work under this Contract, any original 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 service 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 allowance for overhead and profit.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**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  
Name

\_\_\_\_\_, \_\_\_\_\_  
Street City  
\_\_\_\_\_, \_\_\_\_\_ which is the address to which all communications  
State Zip Code

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 the 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 \_\_\_\_\_,  
1992

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

\_\_\_\_\_  
Title



**BID BOND**

BOND NO. \_\_\_\_\_  
AMOUNT: \$ 500.00

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_  
hereinafter called the PRINCIPAL, and \_\_\_\_\_

\_\_\_\_\_ a corporation duly organized under the laws of the State of \_\_\_\_\_ having its principal place of business at \_\_\_\_\_, in the state of \_\_\_\_\_, and authorized to do business in the state of Oregon, as SURETY, are held and firmly bound unto \_\_\_\_\_ hereinafter called the OBLIGEE, in the penal sum of FIVE HUNDRED AND NO/100 DOLLARS (\$ 500.00), 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 PRINCIPAL IS SUCH THAT:  
WHEREAS the PRINCIPAL is herewith submitting a **BID FOR HAULING AND PROCESSING OF SOURCE-SEPARATED YARD DEBRIS** 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 ten (10) days of such failure.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

\_\_\_\_\_  
PRINCIPAL

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

\_\_\_\_\_  
SURETY

By: \_\_\_\_\_  
Attorney-in-Fact

**DISADVANTAGED BUSINESS PROGRAM COMPLIANCE FORM**

(To be submitted with Bid or Proposal)

Name of Metro Project: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

In accordance with Metro's Disadvantaged Business Program, the above-named Bidder has accomplished the following:

- \_\_\_\_\_ 1. Has fully met the Contract goals and will subcontract \_\_\_ percent of the Contract amount to DBEs and \_\_\_ percent to WBEs.
  
- \_\_\_\_\_ 2. Has partially met the Contract goals and will subcontract \_\_\_ percent of the Contract amount to DBEs and \_\_\_ percent to WBEs. The Contractor has made good faith efforts prior to Bid opening (or proposal submission date, as applicable) to meet the full goals and will submit documentation of the same to Metro within two working days of Bid opening (or proposal submission date).
  
- \_\_\_\_\_ 3. Will not subcontract any of the contract amount to DBEs or WBEs but has made good faith efforts prior to Bid opening (or proposal submission date, as applicable) to meet the contract goals and will submit documentation of such good faith efforts to Metro within two working days of Bid opening (or proposal submission date).
  
- \_\_\_\_\_ 4. Will not subcontract any of the contract amount.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION FORM**

1. Name of Metro Project \_\_\_\_\_

2. Name of Bidder \_\_\_\_\_

Address of Bidder \_\_\_\_\_

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

Names, Contact Persons, \_\_\_\_\_

Addresses and Telephone Numbers \_\_\_\_\_

<u>Dollar of DBE Firms Bidder Anticipates Utilizing</u>	<u>Nature of Participation</u>	<u>Value of Participation</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

Authorized Signature \_\_\_\_\_

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

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

**WOMEN-OWNED BUSINESS ENTERPRISES UTILIZATION FORM**

1. Name of Metro Project \_\_\_\_\_

2. Name of Bidder \_\_\_\_\_

Address of Bidder \_\_\_\_\_

3. The above-named bidder intends to subcontract \_\_\_\_ percent of the Total Bid Price to the following Disadvantaged Business Enterprises (WBEs):

Names, Contact Persons, \_\_\_\_\_  
 Addresses and Telephone Numbers \_\_\_\_\_

<u>Dollar of WBE Firms Bidder Anticipates Utilizing</u>	<u>Nature of Participation</u>	<u>Value of Participation</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Total \_\_\_\_\_  
 Amount of Total Bid Price \_\_\_\_\_  
 WBE Percent of Total Bid Price \_\_\_\_\_

\_\_\_\_\_  
 Authorized Signature

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

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

RB:ay  
 CONTRACTSMSYD1992.RFB  
 July 16, 1992

**SOLID WASTE COMMITTEE REPORT**

CONSIDERATION OF RESOLUTION NO. 92-1657, FOR THE PURPOSE OF AUTHORIZING ISSUANCE OF A REQUEST FOR BIDS FOR HAULING AND PROCESSING YARD DEBRIS FROM THE METRO SOUTH STATION

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Date: August 5, 1992

Presented by:

**Committee Recommendation:** At the August 4 meeting, the Committee voted unanimously to recommend Council adoption of Resolution No. 92-1657. Voting in favor: Councilors Buchanan, Hansen, McFarland, Van Bergen and Wyers.

**Committee Issues/Discussion:** Sam Chandler, Facilities Supervisor, noted that the purpose of issuing the RFB is to continue the practice of contracting for hauling and processing yard debris at Metro South Station.

Councilor Van Bergen asked why no debris is evident at Metro South. Chandler explained that the debris is immediately loaded into drop boxes and when each drop box is filled it is transported to McFarlane's, the current contractor.

STAFF REPORT

IN CONSIDERATION OF RESOLUTION 92-1657 FOR THE PURPOSE OF  
AUTHORIZING THE ISSUANCE OF A REQUEST FOR BIDS FOR HAULING AND  
PROCESSING YARD DEBRIS FROM METRO SOUTH STATION

Date: July 17, 1992

Presented by: Sam Chandler  
Ray Barker

Proposed Action

Adoption of Resolution No. 92-1657, authorizing the Executive Officer to issue a Request for Bids for hauling and processing yard debris from Metro South Station.

Factual Background and Analysis

Metro began accepting source-separated yard debris at the Metro South Station in Oregon City on July 1, 1991. Currently, Waste Management of Oregon, the station operator, loads the yard debris from the facility floor into 40-yard drop boxes. The yard debris is then hauled to McFarlane's Bark for processing. The hauling and processing is provided by McFarlane's at a cost to Metro of \$35.00 per ton. The contract with McFarlane's expires September 30, 1992

It is estimated that 1,500 tons of yard debris will be disposed of at Metro South station during FY 1992-93.

The yard debris hauling and processing contract has been designated an "A" type contract because it "crosses" fiscal years. The proposed contract term is October 1, 1992 through September 30, 1993. The "A" contract designation requires Council approval for issuance of an RFP and for contract award.

Budget Impact

The FY 1992-93 budget provides \$91,875 for hauling and processing yard debris at Metro South Station. Based upon recent conversations with haulers/processors, the costs may range from \$50 to \$85 per ton or \$75,000 to \$127,500 for hauling and processing 1,500 tons.

Executive Office Recommendation

The Executive Officer recommends approval of Resolution No. 92-1657.

**BID / RFP REVIEW FORM**

Date Received by the Procurement Division 4/30/92

Check one

BID  92B-21-SW

RFP  \_\_\_\_\_

Title of Project: Hauling & Processing of Yard Debris from Metro S.

Originator: Ray Barker

Department/Division: SW Angela  
Contact:

Reviewed by:

Procurement Officer	<u>(Please initial)</u> <u>[Signature]</u>	<u>[Signature]</u> Date
Construction Projects Mgr	_____	_____
Legal Counsel	<u>TS</u>	<u>5-4-92</u> Date
Finance & Management Info.	_____	_____
Insurance Coordinator	<u>JM</u>	<u>5-11-92</u> Date

Comments: Need to include Engstrom letter on DBE/WBE  
enforcement in appendix, reference TS

\_\_\_\_\_

\_\_\_\_\_

## ADVERTISEMENT FOR BIDS

The Metropolitan Service District (Metro) is soliciting bids for hauling and processing yard debris from Metro South Station. Sealed bids must be delivered to the Solid Waste Department, Metro, 2000 S.W. First Avenue, Portland, OR 97201-5398, to the attention of Ray Barker, Assistant Facilities Manager no later than 3:00 p.m. PDT, September 9, 1992, at which time they will be publicly opened in the Metro Council Chambers.

Potential bidders may obtain specifications and bid documents by contacting the Solid Waste Department, (503) 221-1646, extension 208.

Bid security in the form of a bid bond, certified check or cashier's check for \$500 must accompany each bid submitted.

Bidders must indicate in the bid form whether the bidder is a "resident bidder" or a "nonresident bidder" pursuant to ORS 279.029.

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.