

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING)	RESOLUTION NO. 93-1726
THE METRO WASHINGTON PARK ZOO)	
TO SOLICIT BIDS AND THE)	Introduced by Rena Cusma,
EXECUTIVE OFFICER TO EXECUTE A)	Executive Officer
CONTRACT FOR THE MULTI-YEAR)	
LEASE/PURCHASE OF STAFF PAGERS)	

WHEREAS, The Metro Washington Park Zoo has historically rented staff pagers at an average cost of \$5,940 per year or \$17,820 over a three-year period; and

WHEREAS, A three-year lease/purchase of a similar quantity and type of pager, including buy-out is estimated to be \$18,000; and

WHEREAS, After ownership, the only cost will be an estimated \$225 per month or \$2,700 annually for air time and cost for repair/replacement; and

WHEREAS, The projected savings from such an approach is estimated to be \$275 per month or \$3,300 annually; and

WHEREAS, The contract is not listed in the 1992-93 FY Budget, but sufficient funds for this approach exist in Other Purchased Services - Communications; now, therefore,

BE IT RESOLVED,

That the Metro Council, pursuant to Metro Code Section 2.04.033, hereby authorizes the solicitation of bids for the multi-year lease/purchase of pagers, and subsequently directs the Executive Officer to execute a contract with the lowest possible bidder.

ADOPTED by the Metro Council this 14th day of January, 1993.



Judy Wyers, Presiding Officer

INSTRUCTIONS TO BIDDERS & GENERAL CONDITIONS

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INSTRUCTIONS TO BIDDERS

PROPOSAL

The Metropolitan Service District (Metro) is soliciting Bids for _____ for _____ Division at the Metro Washington Park Zoo. Proposals must be enclosed in a sealed envelope and mailed or delivered to the Metro Washington Park Zoo, 4001 S.W. Canyon Road, Portland, Oregon 97221, Attention, _____, no later than 3:00 p.m., PDT or PST, _____, 1992, at which time they will be publicly opened in Conference Room ____ of the Administration Building.¹

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. All blank spaces must be completed. No erasures are permitted. Mistakes must be crossed out and corrections typewritten or written in ink adjacent thereto, and initialled in ink by the party signing the Bid, or his² authorized representative.

Written 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.

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

COST OF PROPOSAL

This invitation to Bid does not commit the Metro Washington Park Zoo 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.

¹ A bid may not be submitted by facsimile (FAX) transmittal unless so specified in the special conditions hereto attached.

² All references to "he" in this document shall include the feminine reference of "she."

ERRORS/OMISSIONS

Any Bid may be deemed non-responsive by the Procurement Officer if it is: Not on the Bid forms provided; contains errors or omissions, erasures, alterations, or additions of any kind; proposes prices which are unsolicited or obviously unbalanced; not in complete conformance with any and all conditions of the bidding documents.

ADDENDA TO PLANS OR SPECIFICATIONS

Requests for additional information or interpretation of the contract documents shall be delivered to the Project Manager, in writing, at least four (4) days prior to the Bid opening date and time. 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 prior to the Bid opening date and time shall be binding upon the Bidders, and failure of a Bidder to obtain such addenda shall not excuse him from complying therewith, if he is awarded the contract.

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 the Metro Washington Park Zoo will be considered, and may thereafter be accepted. To be effective, every modification must be made in writing over the signature of the Bidder.

WITHDRAWAL OF PROPOSAL

A Bidder may withdraw its proposal in person, or by written or telegraphic request which are received prior to the scheduled closing time for filing Bids.³ Negligence on the part of the Bidder in preparing his 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 the Metro Washington Park Zoo.

³ A bid may not be withdrawn by FAX unless so specified in the special conditions hereto attached.

EXECUTION

Each Bid shall give the Bidder's full business address and bear its legal signature.

Bids by partnerships must list the full name of all partners and be signed by a partner or agent authorized to execute the contract on behalf of the partnership and identified by printed name and title.

Bids by corporations must bear the legal name of the corporation, the name of the state of incorporation, and the signature of the officer or agent authorized to legally bind the corporation.

Upon request by the Metro Washington Park Zoo, satisfactory evidence of the authority of the partner or officer shall be furnished.

If the Bid is signed by an agent who is not an officer of the corporation, or a member of the partnership, a notarized Power of Attorney must be on file with the Metro Washington Park Zoo prior to the opening of Bids or be submitted with the Bid. Without such notice of authority, the Bid shall be considered improperly executed, defective and therefore nonresponsive.

A Bid submitted by a joint venture must include a certified copy of the terms and conditions of the agreement creating the joint venture.

All signatures must be in longhand, with the name and title of the signer typed or printed below the signature.

To facilitate evaluation of Bids, the Metro Washington Park Zoo requires that all Bidders adhere to the format, rules and procedures outlined by this RFB. Bidders that wish to take exception to, or comment upon, any provision within this RFB must document their concerns within the Bid document.

Comments, conditions or exceptions should be thorough, succinct, well organized and therefore totally self-explanatory. The Bid must leave no ambiguity, need no clarification, and allow no interpretation.

The Metro Washington Park Zoo encourages the Bidders to propose management alternatives that reuse, recycle, or recover energy from wastes.

The Metro Washington Park Zoo may deem nonresponsive and therefore reject any Bid which fails to conform with, abide by, or otherwise comply with any of the above requirements.

EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK

It is understood that the Bidder, before submitting his Bid has made a careful examination of the plans, specifications, and contract; that he has fully informed himself as to the quality and quantity of materials and the character of the work required; that he has made a careful examination of the location and condition of the work and the sources of supply for materials; that he represents himself as an expert in the subject matter of the Bid; and that the Metro Washington Park Zoo is entitled to rely on the Bidder's expertise in the subject area of the Bid.

COMPLIANCE

Each Bidder shall inform himself of, and the Bidder awarded a contract shall comply with, federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, 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.

ELIGIBILITY

Prior to submitting a Bid, all Bidders on public work/ construction projects are required to be registered with the State of Oregon Construction Contractors Board, pursuant to ORS 701.035.

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.

PERMITS AND LICENSES

Each Bidder shall obtain and include in his Bid the cost for all permits and licenses which may be required to perform the contract.

CONFLICT OF INTEREST

A Bidder filing a proposal thereby certifies that no officer, agent, or employee of the Metro Washington Park Zoo or Metro has a pecuniary interest in this Bid or has participated in contract negotiations on behalf of the Metro Washington Park Zoo; 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.

IMMATERIAL VARIANCES

The Metro Washington Park Zoo reserves the right to determine whether equipment or materials that comply substantially in quality and performance with the specifications are acceptable to the Metro Washington Park Zoo, and whether any variance listed by the Bidder in a proposal is material or immaterial.

LATEST MODEL

Parts and materials must be new, of latest model, of current date, and meet specifications. This provision excludes all 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 his brand or 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 product is described, it shall be understood that the words, "or approved equal" follow 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 claims to be of equal utility to the one designated, then:

1. Bidder shall submit to the Metro Washington Park Zoo, in care of the Project Manager, a written statement describing it together with supporting data and details sufficient to permit the Metro Washington Zoo to evaluate the same, five (5) work days prior to the Bid opening date and time.

If the product contains chemical properties, the relevant Material Safety Data Sheets (MSDS) shall be included to document all health and physical hazards, chemical ingredients, exposure limits, personal protective equipment for handling and use, and emergency procedures

in response to unanticipated spills or environmental release.

2. The Metro Washington Park Zoo may require demonstration, additional tests, and additional data, all to be supplied at the expense of the Bidder.
3. If the Metro Washington Park Zoo determines that the proposed item, material or process is of equal value, utility or merit, the Project Manager shall notify all potential Bidders of record by issuance of an addendum at least forty-eight (48) hours prior to the Bid opening date and time.

RECYCLABLE PRODUCTS

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

RECYCLED PRODUCTS AS BID ITEMS

ORS 279.570 requires the Metro Washington Park Zoo and all public agencies to give preference to materials and supplies manufactured from recycled materials.

All Bidders are therefore required to specify the exact or minimum percentage of recycled paper and fiber type in all paper products or recycled content in all other products offered, plus both the post-consumer and secondary waste content of the products offered.

Only Bids submitted with such information shall receive preference consideration and post-bid declaration or discovery shall not be allowed.

Definitions of "recycled product," "post-consumer" and "secondary" waste material and other explanatory notes are included in Chapter 385 and available from Metro Procurement Division at 221-1646 x280.

QUANTITIES

The quantities listed in all supply requests over time represent the Metro Washington Park Zoo's best estimate of potential purchases to be made during the contract term. The Metro Washington Park Zoo 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 than or less than the stated amounts.

TERMS

A Bid may be rejected if it requires payment in less than thirty (30) calendar days after delivery or if it requires payment, in whole or in part, prior to delivery.

PRICES

All prices submitted shall be firm during the contract period. If unit prices are requested, they should be provided 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 FOB destination.

EQUIVALENT PRICES/TERMS

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, Bidder's Bid and any subsequent agreements shall thereupon be deemed amended to provide the same price or prices, terms and benefits to the Metro Washington Park Zoo. This provision applies to comparable products, supplies and services, and to purchase volumes by the Metro Washington Park Zoo 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.

WARRANTY/GUARANTY

Each Bid for the furnishing of materials and equipment shall provide an explanation of both the Bidder's and manufacturer's warranties on materials and workmanship.

Every Bid shall indicate any warranty costs to the Metro Washington Park Zoo, including but not limited to, all parts, labor, and shipping costs required for compliance with any specific requirement(s) contained in the special conditions.

Each Bidder on a public works/construction project shall provide at minimum a one year's guaranty on all materials and workmanship.

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 the Metro Washington Park Zoo.

DELIVERY

Each Bidder shall provide a delivery schedule for each item offered. The successful Bidder shall notify the Metro Washington Park Zoo, 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, the Metro Washington Park Zoo reserves the right to cancel the order and make the purchase from the second lowest, responsible Bidder.

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

BID SECURITY

All Bids in excess of \$15,000 must be accompanied by a Bid deposit in the form of cashier's check or certified check drawn on a bank in good standing, or a Bid bond issued by a

surety authorized to conduct such business in the state of Oregon.

The deposit will be not less than ten percent (10%) of the total Bid amount. The deposit shall serve as a guarantee that the Bidder will not withdraw the Bid for a period of sixty (60) days after Bid opening, and if awarded the Contract will execute the attached the Metro Washington Park Zoo contract and furnish all bond(s) as required and within the time frame specified herein.

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

Bid security is not required for food products and may be waived by the Metro Council if expressly deleted by the special conditions attached.

RESIDENT/NON-RESIDENT BIDDER

Oregon law requires the Metro Washington Park Zoo, in determining the lowest responsive Bidder, to add a percent increase on the Bid of a non-resident Bidder equal to the percent, if any, of the preference given to that Bidder in the state in which that Bidder resides. Therefore, each Bidder must indicate whether it is a resident or non-resident Bidder. A resident Bidder is a Bidder that has paid unemployment taxes or income taxes in the state of Oregon during the twelve (12) months immediately preceding submission of this Bid, has a business address in Oregon, and has stated in its Bid that it is a "resident Bidder."

BASIS OF AWARD

The award shall be made to the responsible Bidder(s) submitting the most responsive Bid to the Metro Washington Park Zoo. Any determination of the responsible Bidder(s) submitting the most advantageous Bid and the award are subject to review and determination by the Metro General Counsel as to legal sufficiency of any Bid submitted. the Metro Washington Park Zoo reserves the right to reject any and/or all Bids in whole or in part, and to waive irregularities not affecting substantial rights.

GENERAL CONDITIONS

NOTICE OF AWARD

Within seven (7) calendar days after the opening of Bids, the Metro Washington Park Zoo will accept one of the Bids, or a 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 ACCEPTANCE

Through Bid submission, each Bidder specifically agrees to all terms and conditions of the attached contract. In order to ensure equitable consideration of all Bids, any requests for changes, additions or deletions to that contract must be requested in writing as part of and a condition to the Bid. the Metro Washington Park Zoo reserves the right to consider and act upon any request for change as a proposed bid withdrawal.

CONTRACT EXECUTION

The successful Bidder shall, within seven (7) calendar days of Conditional Notice of Award, sign and deliver the above cited contract complete with all bonds and certificates of insurance as herein required.

CONTRACT INTERPRETATION

This contract shall be construed as if written equally by both parties.

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 and fails to promptly and properly execute the contract and furnish any required bond(s) shall forfeit the Bid security that accompanied his Bid, and the Bid security shall be retained as liquidated damages by the Metro Washington Park Zoo; and it is agreed that this sum is a fair estimate of the amount of damages the Metro Washington Park Zoo will sustain in case the Bidder fails to enter into a contract and furnish the bond as required herein. 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.

BONDS

Within ten (10) days of notification of award, the Contractor shall provide the following:

- A performance bond in an amount equal to 100 percent of the contract price for all public works/construction contracts over \$10,000;
- A Labor and Materials bond in an amount equal to 100 percent of the contract price for all public works/construction contracts over \$15,000.
- Under \$50,000, both bonds may be combined as one bond;
- Over \$50,000, separate bonds are required.

On all other contracts, a performance bond may be required if deemed in the public interest by the Metro Washington Park Zoo.

FOREIGN CONTRACTOR

A Contractor that is not domiciled in or registered to do business in the state of Oregon shall, upon execution of a contract in excess of \$10,000, promptly report the total contract price, terms of payment, length of contract and all other required information to the Oregon Department of Revenue. Compliance shall be documented and the Metro Washington Park Zoo shall be fully satisfied as to complete compliance prior to release of final payment.

INSURANCE

The Contractor shall purchase and maintain at his expense the following types of insurance covering the Contractor, and his employees and agents:

1. 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.
2. Automobile bodily injury and property damage liability insurance.

Insurance coverage shall be a minimum of \$250,000 per person, \$500,000 per occurrence, and \$50,000 property damage. If coverage is written with an annual aggregate limit, the aggregate limit shall not be less than \$1,000,000.

Metro, its Councilors, department, employees, and agents shall be named as an ADDITIONAL INSURED. Notice of any material change or policy cancellation shall be provided to Metro thirty (30) days prior to the change.

The Contractor shall comply with ORS 656.017 for all employees who work in the state of Oregon for more than 10 days. He shall provide the Metro Washington Park Zoo with certification of Workers' Compensation insurance including employer's liability.

WORKERS' COMPENSATION

The Contractor, and all subsequent subcontractors and suppliers performing work pursuant to this contract shall provide Workers' Compensation benefits as required by and in accordance with all applicable state and federal laws.

PREVAILING WAGE

The Contractor, and all subsequent subcontractors and suppliers, shall be required to comply with ORS 279.350 through 279.354 and ensure that all on-site workers are paid not less than and in accordance with the Prevailing Wages published by the Oregon Department of Labor and Industries included herein and dated _____.

NOTICE OF ASSIGNMENT

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

HAZARD COMMUNICATION

The Contractor shall be required to strictly adhere to, coordinate with the Metro Washington Park Zoo and document full compliance with the policies and procedures of the Oregon Occupational Health and Safety Code, OAR Chapter 437, Division 155, Hazard Communication.

Therefore, the Contractor and all subcontractors and suppliers within his control shall notify the Metro Washington Park Zoo and all parties to the agreement as to:

- Hazardous materials to which they may be exposed on site;

- Employee measures to lessen the possibility of exposure;
- All contractor measures to reduce the risk;
- Procedures to follow if exposed.

The Contractor shall provide the Metro Washington Park Zoo with all Material Safety Data Sheets (MSDS) prior to delivery or introduction of the material on-site.

For further information or clarification, contact the Metro Risk Management Division at 221-1646, Ext. 357.

DELIVERY TIMES

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

FAILURE TO PERFORM

Should the Contractor fail to meet the agreed upon delivery schedule, thereby making it necessary for the Metro Washington Park Zoo 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 or accept an offset against any monies then owed by the Metro Washington Park Zoo.

PATENTS

The Contractor agrees to protect, to defend (if the Metro Washington Park Zoo 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 a part of the work covered by this contract.

INVOICES

Invoices shall be prepared and submitted in duplicate to the Metropolitan Service District, 2000 S.W. First Avenue, Portland, Oregon 97201-5398. One (1) copy shall be marked "Original - Attention: Accounts Payable," and one (1) shall be marked "Copy - Attention: _____", Project Manager, Dept. of _____.

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 and date the merchandise was shipped or delivered.

CANCELLATION

The Metro Washington Park Zoo reserves the right to cancel this contract in whole or in part if the Contractor 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.

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 and be followed with respect to this contract.

SUPPLEMENTAL CONDITIONS

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

SPECIAL CONDITIONS

These special conditions are unique and additive to the terms and conditions for this project. As such, they take precedence over and are intended to further refine or expand the requirements of the "Instructions to Bidders," "General Conditions," and "Supplemental Conditions."

PROPOSAL for furnishing:

Date: December 1992

Alpha Pagers pursuant to lease/purchase agreement

Bid #

Address Offer To:
Metro Washington Park Zoo
4001 S.W. Canyon Road
Portland, Oregon 97221

The undersigned having full knowledge of the specifications for the items(s) listed below offers and agrees that this bid shall be irrevocable for at least 60 calendar days after the bid opening date and time, and if accepted, to furnish any and/or all item(s) at the prices offered and deliver at the designated point(s) within the time specified in the schedule.

ITEM #	SUPPLIES/EQUIPMENT	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
	See Scope of Work & Terms of Payment-Exhibit A & B				
	Lease/Purchase Bid (from Exhibit C attached)				
	A. Cost of 36 Months Lease of Alpha Pagers (including Airtime and Maintenance)	50	Each		
	B. Cost of Alpha Mate Dispatch Unit 36 Month Lease (including Maintenance)	1	Each		
	Total of A & B above				

(DO NOT INCLUDE COST OF PERFORMANCE BOND) Net Total \$

The undersigned will deliver FOB destination the above supplies and/or equipment within 10 calendar days after transmission date of contract. (For maximum time see Technical Specifications)

Cash Discount for prompt Payment: ___% ___ calendar days after acceptance of goods (See Instructions to Bidder)

ADDRESS FOR DELIVERY
Metro Washington Park Zoo
4001 S.W. Canyon Road
Portland, Oregon 97221

MANUFACTURED BY:

MODEL #:

MANUFACTURER GUARANTY

ENCLOSURE: YES NO

BIDDER REPRESENTS/CERTIFIES/ACKNOWLEDGES AS PART OF THIS OFFER THAT:

(Check or complete all applicable boxes or blocks.)

- 1. **BID BOND:** Bidder has complied with Metro's requirements for bid surety and guarantees that this bid is irrevocable for the period specified herein;
- 2. **PERFORMANCE BOND:** Cost of the Bond, if required, is not included but will be: _____ (\$_____). This amount will be reimbursed by Metro over and above the contract bid price. (See General Conditions)
- 3. **CONFLICT OF INTEREST:** Bidder hereby certifies that no officer, agent, or employee of Metro has participated on behalf of Metro in preparation of this bid, that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Bidder for the same work, and the Bidder is competing solely in its own behalf without connection or obligation to any undisclosed person or firm.
- 4. **RESIDENT/NON-RESIDENT:** Undersigned Bidder states that it is a resident or non-resident of the state of Oregon. State in which Bidder resides: _____
- 5. **TYPE OF BUSINESS ORGANIZATION:** Bidder operates as an individual, a corporation, incorporated under the laws of the State of _____, a non-profit organization, a partnership. (If partnership, list/attach names of the partners)
- 6. **OREGON LICENSE:** If a corporation, it is, or is not, licensed with Oregon Corporation Commission.
- 7. **REGISTRATION NO:** _____ with Construction Contractors Board.
- 8. **DOING BUSINESS AS:** Provide any assumed names utilized:

FIRM OR CORPORATION NAME:

NAME OF LOCAL REPRESENTATIVE:

MAILING ADDRESS:

(STREET, CITY, STATE, ZIP CODE)

TELEPHONE NUMBER: AREA ()

FAX NUMBER: AREA ()

NAME AND TITLE OF PERSON AUTHORIZED TO CONTRACT/SIGN OFFER (TYPE OR PRINT)

SIGNATURE OF AUTHORIZED PERSON:

OFFER DATE:

NOTE: If Bidder desires to make offer, but cannot sign contract, attach letter of explanation re: who will sign and time required for authorized signature.

Proposals must be enclosed in a sealed envelope, endorsed on the outside, indicate the bid subject number/opening date, and delivered to Metro on or before the date and time of the bid opening. (See Instructions to Bidders)

"EXHIBIT A"
SCOPE OF WORK
PAGER LEASE/PURCHASE CONTRACT

Contractor shall provide all equipment and air time required for an alpha pager lease-to-own contract for Metro Washington Park Zoo. Contract shall be in compliance with all applicable codes and regulations.

GENERAL SPECIFICATIONS

1. Contractor will provide a 36 Month "LEASE/PURCHASE" Equipment Plan, per the following detail:
 - a. A minimum of fifty each (50) NEC Courier or equivalent alpha pagers.
 - b. One Alpha Mate Dispatch Unit or equivalent.
 - c. Zoo will take full ownership of all equipment following the 36th payment.
 - d. A monthly airtime service fee to be charged after the 36th payment.
 - e. A time and materials service agreement for any damages to equipment (both pagers and/or dispatch unit) will be provided.
 - f. The paging coverage must meet the following service boundaries:
 1. North to Longview, Washington.
 2. East to Bonneville Dam.
 3. West to McMinnville, Oregon
 4. South to Eugene, Oregon.
 - g. Contractor to provide a minimum of 18,000 accumulative calls per month based on a lease of a minimum of 50 alpha pagers. If the amount of pagers should be increased during the term of this contract, the accumulative minimum call limit will be increased by 300 calls per additional alpha pager added.
 - h. Loaner Unit: To allow for continuous service, one loaner unit will be provided as an exchange unit when submitting a damaged unit for servicing. No additional fee will be charged for this exchange unit.

EQUIPMENT SPECIFICATIONS:

1. Alpha Pagers or equivalent
 - a. Pagers must have capability of 60+ canned messages.
 - b. Radio Frequency: 420-430 MHz/443-473MHz
 - c. Spurious Rejection: 50 dB (Image: 40dB)
 - d. Channel Spacing: 25kHz
 - e. Selectivity: More than 65dB at +/- 25kHz
 - f. Frequency Stability: +/- 10ppm
 - g. Digital Modulation System: Carrier frequency shift keys (FSK)
 - h. Deviation: Mark carrier frequency: Typical -4.5kHz
Space carrier frequency: Typical -4.5kHz
 - i. Signal Format: POCSAG code, binary digital, non return to zero (NRZ)
 - j. Bit Rate: 10A: 412 bps, 10D: 1200 bps
 - k. Identification Code (ID): Up to six unique identification codes per unit. Addresses 1 and 2 offer four function addresses each. Total of 12 receiving addresses.
 - l. ID-ROM: Electrically erasable programmable read only memory (EEPROM). Complementary metal oxide semiconductor (CMOS).
 - m. Detection: Address code word: 2 bits of error allowed.
Message code word: 1 bit error correction.
 - n. Alert Tone Output: More than 75 dB SPL at 30 cm.
 - o. Dimensions: Approx. 56 (H) X 91 (W) x 18.5 (D) mm (without clip)
 - p. Weight: Approx 85g (including battery)
 - q. Power Supply: One AAA 1.5V Penlight Battery
 - r. Nominal Battery Life: Manganese Battery (450 mAH)
Approx 480 Hrs.

Alkaline Battery (650 mAH)
Approx 700 Hrs.

EQUIPMENT SPECIFICATIONS: (continued)

2. Dispatch Unit

- a. Model: Motorola AlphaMate N1383A or equivalent.
- b. Keyboard: Standard typewriter with upper case lock, separate function keys, and type-ahead buffer.
- c. Display: 40 Character LCD with cursor, decendors, and contrast control.
- d. Character Set: Full ASCII
- e. Memory: 7500 Bytes (characters) are available for directory and text functions.
- f. Message Length: Up to 2,000 characters per page message.
- g. Modem: Built in 300 Baud Bell 103 compatible - internally changeable to CCITT V.21.
- h. Autodialer: Built in DTMF or variable speed pulse dialer with automatic redial in automatic page mode.
- i. Connectors: Phone Line: USOC RJ11C Modular Connector
Telephone Set: USOC RJ11C Modular Connector
Acoustic Coupler - 5 pin DIN
Serial Printer - 5 pin DIN
Provision for RS232 Direct Connection to Central Terminal - DB25S, 25 pin Female Connector
Input Power - Jack for 9V DC from provided 110V AC external power supply.
- j. Call Monitoring: Internal Speaker with Volume Control
- k. Power: 110 V AC, 60Hz. Provision for four "AA" Primary Cells to retain memory contents under extended power failures.
- l. Dimensions: 4" x 9" x 12" (HxDxW)
- m. Weight: 3 Lbs.
- n. Operating Temperature: 0 - 50 degrees C

INSURANCE

1. The contractor shall purchase and maintain at the contractor's expense, the following types of insurance covering the contractor, its employees and agents.

A. 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.

B. Automobile bodily injury and property damage liability insurance.

Insurance coverage shall be a minimum of \$500,000 per person, \$1,000,000 per occurrence, and \$50,000 property damage. If coverage is written with an annual aggregate limit, the aggregate limit shall not be less than \$1,000,000.

METRO, its councilors, departments, employees, and agents shall be named as an ADDITIONAL INSURED. Notice of any material change or policy cancellation shall be provided to METRO thirty (30) days prior to the change.

2. The contractor shall comply with ORS 656.017 for all employees who work in the State of Oregon for more than 10 days. The contractor shall provide METRO with certification of workers' compensation insurance including employer's liability.

3. The contractor shall provide professional liability insurance covering personal injury and property damage arising from errors, omissions, or malpractice. Coverage shall be a minimum of \$1,000,000. METRO shall receive certification of insurance and 30 days notice of a material change or cancellation.

WARRANTY REQUIREMENTS: Contractor to provide a three year warranty on all equipment.

JM:lmm:PAGER/5

"EXHIBIT B"
TERMS OF PAYMENT
PAGER LEASE/PURCHASE CONTRACT

1. The maximum amount payable under this contract is \$_____.
2. Upon completion of the Scope of Work, Contractor is to deliver a duplicate invoice to the Facilities Management Division, Washington Park Zoo, 4001 SW Canyon Road, Portland, OR 97221, with the original invoice being sent to the Metropolitan Service District, 2000 SW First Avenue, Portland, OR 97201.
3. The invoice for Washington Park Zoo, Facilities Management Division, shall be approved, in writing, by the Facilities Management Division Manager, prior to payment by Metro.
4. Contractor shall receive payment for the approved invoice within 30 days after receipt of same from Contractor.

LMM:PAGER/6

"EXHIBIT C"
Metro's Washington Park Zoo
WRITTEN BID FORM

PROJECT: PAGER LEASE/PURCHASE BID

- A. Cost of 36 Months Lease of 50 each Alpha Pagers
(including Airtime and Maintenance) \$ _____
1. Individual Alpha Pager Cost
(including Airtime and Maintenance) is
\$ _____.
- B. Cost of One Alpha Mate Dispatch Unit
36 Month Lease:(Including Maintenance) \$ _____
- C. Replacement cost per pager
- D. Cost of Repair (including parts, labor, pick-up and delivery)
- C. Airtime Cost per Alpha Pager per Month
After 37th Month Payment (Buy-Out): \$ _____
- D. Cost Per Call for Each Over Call: \$ _____

(NOTE: Your QUOTE must be based solely on the requirements stated in the Scope of Work and Specifications and must remain in effect for 60 days. In order for your QUOTE to be accepted, all of the following information must be provided. Quotes are to be based on a minimum of 50 alpha pagers. Contract will be awarded per a total of A. and B. above. Award shall be made to the most advantageous bid to be determined by Zoo.

PLEASE PRINT OR TYPE THE FOLLOWING:

NAME OF YOUR FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE NUMBER: (_____) _____

AUTHORIZED REPRESENTATIVE: _____

TITLE AUTHORIZED REPRESENTATIVE: _____

SIGNATURE: _____ DATE: _____

LMM: PAGER/7

NOTICE TO ALL BIDDERS

The public contract included herein is a standard agreement approved for use by Metro's General Counsel. As such, it is included for your review prior to bid.

Any changes in the adopted language must be requested and resolved as part of the bid process or as a condition attached to the project bid.

Consider the language carefully. Conditioned bids may be considered nonresponsive. Subsequent requests for modification may not only be rejected, but interpreted as a request to modify and withdraw the original bid.

Contract No. _____

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 _____, 19__ through and including _____, 19__.

ARTICLE III

CONTRACT SUM AND TERMS OF PAYMENT

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

ARTICLE IV

LIABILITY AND INDEMNITY

CONTRACTOR is an independent contractor and assumes full responsibility for the content of its work and performance of CONTRACTOR's labor, and assumes full responsibility for all liability for bodily injury or physical damage to person or property arising out of or related to this Contract, and shall indemnify, defend 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 and nothing contained herein shall create or be construed to create any contractual relationship between any subcontractor(s) 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 purchase and maintain at CONTRACTOR'S

expense, the following types of insurance covering the CONTRACTOR, its employees and agents.

A. Broad form comprehensive general liability insurance covering personal injury, property damage, and bodily injury with automatic coverage for premises and operation and product liability. The policy must be endorsed with contractual liability coverage.

B. Automobile bodily injury and property damage liability insurance.

Insurance coverage shall be a minimum of \$500,000 per occurrence. If coverage is written with an aggregate limit, the aggregate limit shall not be less than \$1,000,000. Metro, its elected officials, departments, employees, and agents shall be named as an ADDITIONAL INSURED. Notice of any material change or policy cancellation shall be provided to Metro thirty (30) days prior to the change.

This insurance as well as all workers' compensation coverage for compliance with ORS 656.017 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 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 only 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 _____ percent of the contract amount to Disadvantaged Business Enterprise and _____ percent of the contract amount to Women-Owned Business Enterprise. METRO reserves the right, at all times during the period of this agreement, to monitor compliance with the terms of this paragraph and METRO's Disadvantaged Business Program.

ARTICLE XII

RIGHT TO WITHHOLD PAYMENTS

METRO shall have the right to withhold from payments due CONTRACTOR such sums as necessary, in METRO's sole opinion, to protect METRO against any loss, damage or claim which may result from CONTRACTOR's performance or failure to perform under this agreement or the failure of CONTRACTOR to make proper payment to any suppliers or subcontractors.

If a liquidated damages provision is contained in the Scope of Work and if CONTRACTOR has, in METRO's opinion, violated that provision, METRO shall have the right to withhold from payments due CONTRACTOR such sums as shall satisfy that provision. All sums withheld by METRO under this Article shall become the property of METRO and CONTRACTOR shall have no right to such sums

to the extent that CONTRACTOR has breached this Contract.

ARTICLE XIII

SAFETY

If services of any nature are to be performed pursuant to this agreement, CONTRACTOR shall take all necessary precautions for the safety of employees and others in the vicinity of the services being performed and shall comply with all applicable 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: _____

Date: _____

Date: _____

PUBLIC.FOR
9/22/92

Definition of Scope of Work, Attachment A:

This scope of work specifically includes by reference all bidding and contract documents as included herein or hereafter issued during the course of this competitive process. Such documentation shall include but not be limited to the Invitation to Bid, Instructions to Bidders, General Conditions, Supplemental and Special Conditions, Technical Plans and Specifications, Bidder's Proposal and Bonds, immediately preceding and all addenda subsequently issued prior to Bid Opening.

REGIONAL FACILITIES COMMITTEE REPORT

RESOLUTION NO. 93-1726, AUTHORIZING THE METRO WASHINGTON PARK ZOO TO SOLICIT BIDS AND THE EXECUTIVE TO EXECUTE A CONTRACT FOR THE MULTI-YEAR LEASE/PURCHASE OF STAFF PAGERS.

Date: December 28, 1992 Presented by: Councilor McFarland

COMMITTEE RECOMMENDATION: At its December 22, 1992 meeting the Regional Facilities Committee voted 4-0 to recommend Council adoption of Resolution No. 93-1726. Voting were Councilors McLain, Collier, McFarland, and Washington. Councilor Gronke was absent.

COMMITTEE DISCUSSION/ISSUES: Zoo Facilities Manager Judy Munro presented the staff report. She said the Zoo currently rents some 50 beepers for staff. In its research to determine how to provide beepers in the coming years, Zoo staff explored the option of purchase rather than continued rental. They determined that purchase might be their preferred option, but uncertainties surrounding future radio use and installation of a new phone system led them to not commit to purchase at this time. An alternative suggested by vendors is to lease the beepers at the amount of the current annual cost, and at the end of three years the Zoo would own them. This option would provide flexibility during the three-year period for the Zoo to determine how many beepers they need.

This item is before the Council because it is for a multi-year contract that was not designated a "B" contract in the budget. Funds for the rental of beepers were included in the budget, and this resolution will have no adverse fiscal impact.

STAFF REPORT

CONSIDERATION OF REQUESTING FORMAL BIDS FOR PAGER LEASE/PURCHASE CONTRACT FOR METRO WASHINGTON PARK ZOO.

DATE: December 22, 1992

Presented By: Judy Munro

PROPOSED ACTION: Contractor shall provide all equipment and air time required for an alpha pager lease/purchase contract for Metro Washington Park Zoo. Contract shall be in compliance with all applicable codes and regulations.

FACTUAL BACKGROUND AND ANALYSIS (INCLUDING ESTIMATED COSTS)

1. Historically, the Zoo has rented an average of 50 pagers (including air time) for staff use. Average cost of pager rental is \$495 per month; \$5,940 per year.

The estimated three year cost of this contract is \$18,000, which includes pager rental, air time, and final purchase. The only cost required after purchase is an estimated \$225 per month for air time usage and costs for repair/replacement. Purchasing the pagers instead of renting them will result in an estimated savings of \$275 per month or \$3,300 annually.

2. Contractor will provide a 36 Month "LEASE/PURCHASE" Equipment Plan, which includes the following specifications:
 - a. A minimum of fifty each (50) NEC Courier or equivalent alpha pagers.
 - b. One Alpha Mate Dispatch Unit or equivalent.
 - c. Zoo will take full ownership of all equipment following the 36th payment.
 - d. A monthly airtime service fee to be charged after the 36th payment.
 - e. A time and materials service agreement for any damages to equipment (both pagers and/or dispatch unit) will be provided.
 - f. The paging coverage must meet the following service boundaries:
 1. North to Longview, Washington.
 2. East to Bonneville Dam.
 3. West to McMinnville, Oregon
 4. South to Eugene, Oregon.
 - g. Contractor to provide a minimum of 18,000 accumulative calls per month based on a lease of a minimum of 50 alpha pagers. If the amount of pagers should be increased during the term of this contract, the accumulative minimum call limit will be increased by 300 calls per additional alpha pager added.
 - h. Loaner Unit: To allow for continuous service, one loaner unit will be provided as an exchange unit when submitting a damaged unit for servicing. No additional fee will be charged for this exchange unit.

BUDGET IMPACT: The FY 1992-93 budget provides \$57,092 for Other Purchased Services-Communications. Within this budgeted amount is line item: "Beepers" for \$8,500. Therefore, no adverse impact will be felt on this fiscal year's budget expenses.

EXECUTIVE OFFICER'S RECOMMENDATION:

The Executive Officer recommends approval of Resolution #93-1726, Authorization to Solicit Bids for Multi-Year Lease/Purchase Contract of Staff Pagers for METRO Washington Park Zoo.

LMM:PAGER/12