

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING THE) RESOLUTION NO. 95-2156
SOLICITATION OF BIDS FOR MAINTENANCE)
OF TRUCK AND AXLE SCALES AND) Introduced by Mike Burton
AUTHORIZING THE EXECUTIVE OFFICER) Executive Officer
TO EXECUTE A MULTI-YEAR CONTRACT)

WHEREAS, Metro has a policy of weighing all solid waste loads at its solid waste transfer stations to determine customer disposal charges; and

WHEREAS, The scales used to weigh vehicles at Metro solid waste disposal facilities must meet the requirements of Oregon Weights and Measures; and

WHEREAS, Metro's truck and axle scales must be regularly tested, calibrated, maintained and repaired; and

WHEREAS, The current contract for testing, calibrating, maintaining and repairing Metro's scales expires June 30, 1995; and

WHEREAS, Metro desires to use a public bidding process to obtain another contract for testing, calibrating, maintaining and repairing its scales; and

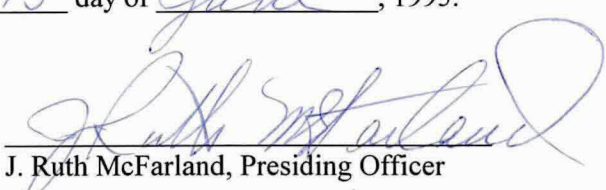
WHEREAS, Scale maintenance is listed in the 1995-96 Fiscal Year Budget as a Type "A" contract which pursuant to Metro Code Provision 2.04.032(d) requires authorization by Council prior to a release of a Request For Bids (RFB); and

WHEREAS, Metro Code Section 2.04.033(a)(1) requires the Metro Council to approve all multi-year contracts which commit Metro to expenditures beyond the current fiscal year; and

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

BE IT RESOLVED, That the Metro Council hereby approves the issuance of RFB#95B-16-SW (Exhibit A, as attached) to provide scale maintenance services at Metro's solid waste transfer stations, and authorizes the Executive Officer to execute a multi-year contract with the low, responsive, responsible bidder.

ADOPTED by the Metro Council this 15 day of June, 1995.


J. Ruth McFarland, Presiding Officer



METRO

600 NE Grand Ave.
Portland, OR 97232
(503) 797-1700

Procurement Review Summary

To: Procurement and Contracts Division

Vendor

From

Date 5/8/95

Department Solid Waste

Subject

Division Operations

Name Ray Barker

Bid

Contract

Title Asst. Operations Manager

RFP

Other

Vendor no.

Contract no. RFB #95B-16-SW

Extension 1694

Purpose Maintenance of vehicle scales at transfer stations.

Expense

Procurement Personal/professional services Services (L/M) Construction IGA

Revenue

Contract

Grant

Other

Budget code(s)

531-310274-525640-75000

531-310275-525640-75000

531-310273-525640-75000

This project is listed in the
1995 - 1996 budget.

Yes

Type A

No

Type B

Price basis

Unit

Total

Other

Payment required

Lump sum

Progress payments

Term

Completion

Annual

Multi-year**

July 1, 1995

Beginning date

June 30, 1997

Ending date

Total commitment	Original amount	\$ <u>29,120.00 (estimate)</u>
	Previous amendments	\$ _____
	This transaction	\$ _____
	Total	\$ _____
	A. Amount of contract to be spent fiscal year <u>1995</u> - <u>1996</u>	\$ <u>14,560.00 (estimate)</u>
	B. Amount budgeted for contract _____	\$ _____
	C. Uncommitted/discretionary funds remaining as of _____	\$ _____ ***

Approvals

Division manager

Department director

Labor

Fiscal

Budget

Risk

Legal

* See instructions on reverse. ** If multi-year, attach schedule of expenditures. *** If A or B is less than C, and other line item(s) utilized, attach explanation/justification.

EXHIBIT A

BID FOR EQUIPMENT MAINTENANCE AND REPAIR SERVICES FOR TRUCK AND AXLE SCALES PURSUANT TO A TWO YEAR SERVICE CONTRACT WITH METRO				Date: MAY 1995	
				BID #95B-16-SW	
				Address Bid to: RAY BARKER METRO SOLID WASTE DEPARTMENT 600 NE GRAND PORTLAND, OR 97232	
The undersigned, having full knowledge of the specifications for the item(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 and/or all item(s) at the prices offered and delivered at the designated point(s) within the time specified in the schedule.					
ITEM #	SUPPLIES/EQUIPMENT	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
	AS PER ATTACHED: SCOPE OF WORK.				
(DO NOT INCLUDE COST OF PERFORMANCE BOND)					\$
The undersigned will deliver FOB destination the above supplies and or equipment within _____ calendar days after receipt of order. (For maximum time see SCOPE OF WORK)					
Cash Discount for prompt Payment: _____% _____ calendar days after acceptance of goods (See Instruction to Bidders)					
ADDRESS FOR DELIVERY (See Scope of Work)			MANUFACTURED BY:		
			MODEL #:		
			MANUFACTURER GUARANTY ENCLOSED: ___ YES ___ NO		

SCHEDULE OF BID PRICES

The Bidder, whose legal signature binding the Bidder to the bid prices indicated on these pages is found on the signature page, hereby bids as follows:

HOURLY RATES

Regular Hours

_____ \$
(Words) (Figures)

Overtime Hours (time-and-a-half)

_____ \$
(Words) (Figures)

Sundays and Holidays (double time)

_____ \$
(Words) (Figures)

TRUCK CHARGES, EACH VISIT
(includes man, truck, tools from shop-to-site and back)

	<u>Pickup Trucks</u>	<u>Heavy-Duty Test Truck</u>
Regular Hours	\$ _____	\$ _____
Overtime Hours	\$ _____	\$ _____
Sundays and Holidays	\$ _____	\$ _____

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 \$500.00 bid surety and guarantees that this bid is irrevocable for the period specified herein;
- N/A 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.
- 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 bid 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.
- N/A 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

TELEPHONE NUMBER: AREA CODE () _____

FAX NUMBER: AREA CODE () _____

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

SIGNATURE OF AUTHORIZED PERSON:

NOTE: If Bidder desires to make an offer, but cannot sign contract, attach a 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, Request for Bid number and opening date, and delivered to Metro on or before the date and time of the bid opening. (See Instructions to Bidders)

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 EQUIPMENT MAINTENANCE AND REPAIR SERVICE
FOR TRUCK AND AXLE SCALES** 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

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INVITATION TO BID

Metro is requesting bids for equipment maintenance and repair service for truck and axle scales (RFB #95B-16-SW). Potential bidders may obtain bid documents by contacting the Solid Waste Department, 797-1650.

Sealed bids must be delivered to the Solid Waste Department at Metro, 600 NE Grand, Portland, Oregon 97232-2736, to the attention of Ray Barker, Assistant Operations Manager, no later than 2:00 PDT, May 31, 1995, at which time they will be publicly opened and read in the Council Chamber Annex.

The work contemplated consists of providing equipment maintenance and repair service for truck and axle scales located at Metro's solid waste disposal facilities. Services including performing preventative maintenance work, testing with certified weights, and adjusting scales when necessary.

The length of the contract is two years (July 1, 1995, through June 30, 1997) with an option to renew to three years.

INSTRUCTIONS TO BIDDERS

BID

Metro is soliciting Bids for equipment maintenance and repair service for truck and axle scales (RFB #95B-16-SW). Bids must be enclosed in a sealed envelope and mailed or delivered to the Metro Solid Waste Department, 600 NE Grand, Portland, Oregon 97232-2736, Attention, Ray Barker, Assistant Operations Manager, no later than 2:00 p.m., PDT, May 31, 1995, at which time they will be publicly opened in the Metro Council Chamber Annex. A bid may not be submitted by Facsimile (FAX) transmittal.

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. 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 initialed in ink by the party signing the Bid, or his authorized representative.

Written amounts shall be shown in both words and figures. Words shall govern in cases of discrepancy between the amounts stated in words and the amounts stated in figures.

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.

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.

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 contract¹.

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.

WITHDRAWAL OF BIDS

A Bidder may withdraw its bid in person, or by written or telegraphic request which are received prior to the scheduled closing time for filing Bids. A bid may not be withdrawn by FAX. Negligence on the part of the Bidder in preparing his 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.

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.

¹ All references to "he" in this document shall include the feminine reference of "she."

Upon request by Metro, 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 Metro 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, Metro 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 are encouraged to 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.

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

Metro 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; and that he has made a careful examination of the location and condition of the work and the sources of supply for materials.

COMPLIANCE

Each Bidder shall inform himself of, and the Bidder awarded a contract shall comply with, federal, state, and local laws, statues, 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 works/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 bid thereby certifies that no officer, agent, or employee of Metro or Metro has a pecuniary interest in this Bid or has participated in contract negotiations on behalf of Metro; that the bid 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

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

QUANTITIES

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

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

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 F.O.B. 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, 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.

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 Metro, 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.

DELIVERY

Each Bidder shall provide a delivery schedule for each item offered. 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 later cancellation.

BID SECURITY

All Bids in excess of \$25,000 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 \$500. 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 Metro 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/her Power of Attorney as evidence of his/her 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.

BASIS OF AWARD

The award shall be made to the responsible Bidder(s) submitting the most responsive Bid to Metro. Any determination of the responsible Bidder(s) submitting the most advantageous Bid and the 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.

GENERAL CONDITIONS

NOTICE OF AWARD

Within ten (10) calendar days after the opening of Bids, Metro will accept one of the Bids, or combination of Bids, or reject all Bids in accordance with the Basis of Award. The acceptance of the Bid will be by written Notice of Conditional Award, mailed or delivered to the office designated in the Bid. The Notice of Conditional Award shall not entitle the party to whom it is delivered to any rights whatsoever.

CONTRACT

The Successful Bidder shall, within ten (10) days, not including Sundays and legal holidays, after receiving notice of award, sign and deliver to Metro the Contract hereto attached.

BID 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 Metro, and it is agreed that this sum is a fair estimate of the amount of damages Metro will sustain in case the Bidder fails to enter into a contract and furnish the bond as 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.

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 Metro 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 bodily 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 \$500,000 per occurrence. 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 Metro 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.

NOTICE OF ASSIGNMENT

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

HAZARD COMMUNICATION

The Contractor shall be required to strictly adhere to, coordinate with Metro 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 Metro 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 Metro 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 797-1615.

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 Metro. Requests for such approval must be received by Metro at least three (3) days prior to delivery. Contractor shall assume all risk of deliveries made during hours beyond those listed above.

FAILURE TO PERFORM

Should the Contractor fail to meet the agreed upon delivery schedule, thereby making it necessary for Metro to purchase urgently-needed items from another source, the low Bidder shall pay the difference between the accepted low Bid price and the purchase price or accept an offset against any monies then owed by Metro.

PATENTS

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

INVOICES

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

CANCELLATION

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

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.

SPECIAL CONDITIONS

BASIS OF AWARD - ANNUAL SERVICE CONTRACT - ALL JURISDICTIONS

This bid solicitation anticipates the award of a two-year service contract with firm unit pricing from a single vendor for the period from July 1, 1995, to June 30, 1997 with an option to renew to three years.

Furthermore, in an effort to standardize contracted services, and secure optimal governmental pricing, Metro hereby solicits unit prices which the vendor will extend to other governmental jurisdictions without additional public bidding costs. Metro will extend such courtesy to all governmental jurisdictions within its boundaries, without any fees or commissions, but only by referral.

Therefore, all bidders are specifically advised to document all terms and conditions required to determine all costs and limitations in the pricing including but not limited to all minimum order or shipping quantities, special shipping charges beyond the specified f.o.b. destination, etc.

SCOPE OF WORK

1. **CONTRACTOR** shall provide equipment maintenance and repair services to the truck and axle scales listed below:
 - A. Metro South Station, 2001 Washington Street, Oregon City, OR 97045
 1. Weigh-Tronix, Model WI-110, Serial No. 013564
 2. Weigh-Tronix, Model WI-110, Serial No. 013565
 3. Weigh-Tronix, Model WI-110, Serial No. 013668
 4. Weigh-Tronix, Model WI-110, Serial No. 013670
 - B. Metro Central Station, 6161 NW 61st Ave, Portland, OR 97210
 1. Weigh-Tronix, Model FMST-8010-I00T, Serial No. 210
 2. Weigh-Tronix, Model FMST-8010-I00T, Serial No. 211
 3. Weigh-Tronix, Model FMST-8010-I00T, Serial No. 212
 4. Weigh-Tronix, Model FMST-8010-I00T, Serial No. 213
 5. Weigh-Tronix, Model FMST-1210-35T, Serial No. 209
 - C. St. Johns Landfill, 9363 N Columbia Blvd., Portland, OR 97220
 1. Weigh-Tronix, Model WI 110, Serial No. 14541
 2. Weigh-Tronix, Model WI 110, Serial No. 14542
2. Quarterly **CONTRACTOR** shall inspect and test with certified weights, and when necessary adjust, the scales listed above. Scales shall be calibrated to meet state certification standards.
3. **CONTRACTOR** shall perform preventative maintenance work to include inspection of all scale parts and cleaning and oiling as needed.
4. When the condition of a scale is such that normal adjustment will not restore accuracy, **CONTRACTOR** shall advise **METRO** of the trouble and the extent of necessary repairs. **CONTRACTOR** will provide **METRO** with an estimate of repair and a "not to exceed" price.
5. **CONTRACTOR** shall respond to service calls (be onsite) within three hours; 24 hours a day, 7 days a week.
6. For bid calculation purposes, the following is assumed: A heavy-duty test truck will be required on most visits to **METRO** solid waste facilities, and all work will be performed after regular hours.
7. **CONTRACTOR** shall have complete and ready parts in inventory to complete onsite scale repairs in a reasonable time.

8. 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.
 - a. Broad form comprehensive general liability insurance covering bodily 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 occurrence. 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 Metro with certification of workers' compensation insurance including employer's liability.

9. CONTRACTOR shall prepare and submit invoices that contain the following information: Metro Contract number, date of work, site of work, arrival time, departure time, time on site, number of workers, description of services and supplies, equipment repaired/replaced, and a breakdown of labor and material costs.

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.

ATTACHMENT A
To the Request for Bids

CONTRACT NO. _____

SAMPLE - STANDARD PUBLIC CONTRACT

THIS Contract is entered into between Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, whose address is 600 NE Grand Avenue, Portland, Oregon 97232, and _____, whose address is _____, hereinafter referred to as the "CONTRACTOR."

In exchange for the promises and other consideration set forth below, the parties agree as follows:

ARTICLE I
SCOPE OF WORK

CONTRACTOR shall perform the work and/or deliver to METRO the goods described in Attachment A, the Scope of Work, which is incorporated herein by this reference. All services and goods shall be of good quality and, otherwise, in accordance with the Scope of Work.

ARTICLE II
TERM OF CONTRACT

The term of this Contract shall be for the period commencing _____, through and including _____.

ARTICLE III
CONTRACT SUM AND TERMS OF PAYMENT

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

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.

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

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.

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, Request for Bids or Proposals, General and Special Instructions to Bidders, Proposal, Bid, 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

METRO

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

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SOLID WASTE COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 95-2156, FOR THE PURPOSE OF AUTHORIZING THE SOLICITATION OF BIDS FOR MAINTENANCE OF TRUCK AND AXLE SCALES AND AUTHORIZING THE EXECUTIVE OFFICER TO EXECUTE A MULTI-YEAR CONTRACT

Date: June 7, 1995

Presented by: Councilor McLain

Committee Recommendation: At the June 6 meeting, the Committee voted unanimously to recommend Council adoption of Resolution No. 95-2156. Voting in favor: Councilors Kvistad, McFarland and McLain.

Committee Issues/Discussion: Council Analyst Houser reviewed the purpose of the resolution. He noted that Metro has several scales at its transfer stations that measure both the incoming and outgoing weights of vehicles that use the facilities. These scales must be maintained to insure that reported weights are accurate. This resolution would authorize the issuance of RFB documents to solicit bids for scale maintenance. The issue is before the Council because a multi-year contract is being proposed.

Ray Barker, Solid Waste Operations Division, noted that the existing maintenance contract would expire on June 30. He indicated that such maintenance is important because the scales must be regularly tested, calibrated and maintained to meet the requirements of state law. Barker noted that the estimated cost of the contract will be \$29,120 over a two-year period.

Councilor McLain asked what the impact would be if work on a new contract was not completed by June 30. Barker noted that since the scales are only inspected twice a year, a brief delay in implementing a new contract would probably have no effect. He also noted that the existing contract could be extended for a short period of time, if needed.

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 95-2156 FOR THE PURPOSE OF
AUTHORIZING THE SOLICITATION OF BIDS FOR MAINTENANCE OF TRUCK
AND AXLE SCALES AND AUTHORIZING THE EXECUTIVE OFFICER TO
EXECUTE A MULTI-YEAR CONTRACT

Date: May 18, 1995

Presented by: Sam Chandler

PROPOSED ACTION

Adoption of Resolution No. 95-2156, authorizing the release of a Request For Bids (RFB) for Maintenance of truck and axle scales at Metro solid waste facilities, and authorizing the Executive Officer to execute a multi-year contract with the low, responsive, responsible bidder.

FACTUAL BACKGROUND AND ANALYSIS

Metro has a policy of weighing all solid waste loads at its solid waste transfer stations to determine customer disposal charges. Metro has 11 truck and axle scales (five at Metro Central, four at Metro South and two at St. Johns Landfill). These scales must be regularly tested, calibrated, maintained and repaired to meet the requirements of Oregon Weights and Measures. Currently, Metro has a contract with Weightronix, Inc. of Portland to provide these services. The contract expires June 30, 1995.

It is proposed that Metro use a RFB to obtain a new contract for providing scale maintenance services. RFB #95-B-16-SW, attached, provides for a two-year contract. The total estimated cost is \$29,120 for the period of July 1, 1995 through June 30, 1997. The scope of work includes regular inspections and testing with certified test weights and adjusting the scales. Scales shall be calibrated to meet state certification standards. The contractor shall also perform preventative maintenance and cleaning and oiling as needed, and repairs as needed.

Scale Maintenance is listed in the 1995-96 Fiscal Year Budget as a Type "A" contract which, pursuant to Metro Code Section 2.04.032(d) requires authorization by Council prior to a release of a RFB. Metro Code Section 2.04.033(a)(1) requires Metro Council to approve all multi-year contracts which commit Metro to expenditures beyond the current fiscal year.

BUDGET IMPACT

The estimated cost of a new scale maintenance contract for FY 1995-96 is \$14,560 (3% more than the existing contract). A total of \$14,560 is budgeted for scale maintenance in FY 1995-96.

EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 95-2156.

INSTRUCTIONS TO BIDDERS

BID

Metro is soliciting Bids for equipment maintenance and repair service for truck and axle scales (RFB #95B-16-SW). See the attached Scope of Work for a more complete description of the work. Bids must be enclosed in a sealed envelope and mailed or delivered to the Metro Solid Waste Department, 600 NE Grand, Portland, Oregon 97232-2736, Attention: Ray Barker, Assistant Operations Manager, no later than 1:00 p.m., June 30, 1995, at which time they will be publicly opened in the Metro Council Chamber Annex. A bid may not be submitted by Facsimile (FAX) transmittal.

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. 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 initialed in ink by the party signing the Bid, or his authorized representative.

Written amounts shall be shown in both words and figures. Words shall govern in cases of discrepancy between the amounts stated in words and the amounts stated in figures.

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.

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.

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.

INVITATION TO BID

Metro is requesting bids for equipment maintenance and repair service for truck and axle scales (RFB #95B-16-SW). Potential bidders may obtain bid documents by contacting the Solid Waste Department, 797-1650.

Sealed bids must be delivered to the Solid Waste Department at Metro, 600 NE Grand, Portland, Oregon 97232-2736, to the attention of Ray Barker, Assistant Operations Manager, no later than 1:00 p.m., June 30, 1995, at which time they will be publicly opened and read in the Council Chamber Annex.

The work contemplated consists of providing equipment maintenance and repair service for truck and axle scales located at Metro's solid waste disposal facilities. Services including performing preventative maintenance work, testing with certified weights, and adjusting scales when necessary.

The length of the contract is two years (July 1, 1995, through June 30, 1997) with an option to renew to three years.