

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING RELEASE)
OF RFB # 98B-35-REM, FOR THE PROVISION OF)
OF DIESEL FUEL)

RESOLUTION NO. 98-2656

Introduced by
Mike Burton, Executive Officer

WHEREAS, Metro currently purchases the diesel fuel used by the Waste Transport Services Contractor in order to realize savings due to avoidance of the federal excise tax on the fuel; and

WHEREAS, The current supplier agreements expire June 30, 1998; and

WHEREAS, RFB # 98B-35-REM attached as Exhibit "A" will procure replacement supply agreements so that Metro may continue to realize savings of at least twenty four cents per gallon; and

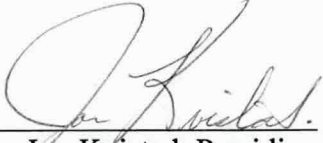
WHEREAS, This resolution was submitted to the Executive Officer for consideration and was forwarded to the Metro Council for approval; now therefore,

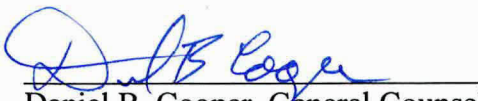
BE IT RESOLVED,

1. That the Metro Council authorizes issuance of RFB # 98B-35-REM, attached hereto as Exhibit "A".
2. That the Metro Council, pursuant to Section 2.04.026(b) of the Metro Code, authorizes the Executive Officer to execute a contract with the lowest responsive bidder.

ADOPTED by the Metro Council this 11th day of JUNE, 1999.

Approved as to Form:


Jon Kvistad, Presiding Officer


Daniel B. Cooper, General Counsel

REGIONAL ENVIRONMENTAL MANAGEMENT COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 98-2656, FOR THE PURPOSE OF AUTHORIZING THE RELEASE OF RFB #98B-35-REM, FOR THE PROVISION OF DIESEL FUEL

Date: June 2, 1998

Presented by: Councilor McLain

Committee Recommendation: At its June 2 meeting, the Committee considered Resolution 98-2656 and voted unanimously to send the resolution to the Council with a do pass recommendation. Voting in favor: Councilors McFarland and Washington and Chair Morissette.

Background: Federal law provides an exemption from the payment of federal gasoline taxes for local governments that purpose fuel for their own use. Since April 1994, Metro has purchased the fuel used by STS(formerly Jack Gray Trucking) to transport the region's solid waste to the Columbia Ridge Landfill. These purchases qualify for the federal tax exemption. Metro purchases about 1.4 million gallons annually. Since April 1995, Metro has had a contract with Devin and Stein Oil Companies for the purchase of this fuel. The existing contract provides that Metro may extend the contract in one-year increments through June 1999.

At its May 5 meeting, the Regional Environmental Committee considered Resolution No. 98-2639, for the purpose of extending the existing fuel contract for one year, through June 30, 1999, at which time the contract would be rebid. The committee also received testimony from a potential vendor who urged that the contract be rebid immediately. The vendor, Hattenauer Distributing, indicated that they had a cardlock facility in Arlington and that they could "beat" Metro's current price. The committee did not act on the proposed resolution and directed the staff to return with a resolution to rebid the contract immediately.

Committee Issues/Discussion: Bruce Warner, Director, Regional Environmental Management Department, presented the staff report. He noted that, in response to the committee's earlier request, the proposed resolution provides for the release of a request for bids for the purchase of diesel fuel for solid waste transport. The request would continue the current practice of purchasing nearly all (98%) of the fuel at a location in or near Arlington, close to the landfill and the truck overnight staging area.

Warner also noted that staff and STS had recently visited the Hattenauer Distributing site in Arlington and have significant concerns about accessibility and safety issues to service two trucks simultaneously, a requirement of the RFB. Of particular concern were the very tight turning radii at the site and the potential that a truck might extend out onto the adjacent highway if it had to wait to be fueled.

Doug DeVries, representing STS, noted that the company has submitted two letters expressing their concerns about the Hattenauer site.

**EXECUTIVE SUMMARY
RESOLUTION NO. 98-2656
AUTHORIZING RELEASE OF RFB # 98B-35-REM,
FOR THE PROVISION OF DIESEL FUEL**

PROPOSED ACTION

- Adopt Resolution No. 98-2656 which authorizes release of RFB #98B-35-REM and authorizes the Executive Officer to execute a contract for the provision of diesel fuel for use in the Waste Transport Services contract.

WHY NECESSARY

- The fuel contracts are necessary for Metro to purchase the fuel for the transport of waste and to take advantage of excise tax savings (\$0.24 per gallon).
- The existing contracts were signed in April 1995 and expire June 30, 1998, and must be replaced in order for Metro to continue to save \$0.24 per gallon for the 1.4 million gallons purchased annually

ISSUES/CONCERNS

- At the Council's REM Committee meeting of May 5, 1998, the committee declined to recommend extension of the existing agreements
- The RFB recommended for release would procure replacement agreements that would provide a level of service consistent with the previous agreements while allowing Metro to continue to save money.

BUDGET/FINANCIAL IMPACTS

- Metro will continue to enjoy a \$0.24 per gallon savings in Federal Excise Tax, as well as any savings due to lower fuel prices than anticipated. Such savings have averaged an additional \$0.06 per gallon during the first eight months of the current fiscal year.

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 98-2656 FOR THE PURPOSE OF AUTHORIZING RELEASE OF RFB # 98B-35-REM, FOR THE PROVISION OF DIESEL FUEL.

Date: May 15, 1998

Presented by: Bruce Warner

PROPOSED ACTION

Adopt Resolution No. 98-2656 which authorizes release of RFB #98B-35-REM and authorizes the Executive Officer to execute a contract for the provision of diesel fuel for use in the Waste Transport Services contract.

FACTUAL BACKGROUND AND ANALYSIS

In April 1994, Metro began purchasing diesel fuel required to transport waste from Metro facilities to the Columbia Ridge Landfill per Change Order No. 15 to the Waste Transport Services Contract. Since Metro purchases the fuel, the federal excise tax of approximately 24 cents per gallon is avoided. These savings accrue to Metro on each of the approximately 1.4 million gallons purchased annually. In addition, Metro currently secures additional savings, since the price of fuel is lower than that negotiated with the Waste Transport Services Contractor. The current supplier agreements to purchase fuel began in April 1995 and will expire June 30, 1998.

The request for bids attached to Resolution No. 98-2656 as Exhibit "A", would procure replacement contracts for those which will expire. The RFB solicits bids for an eastern-end supply cardlock and two western-end cardlocks. The eastern cardlock, which will supply approximately 98% of the fuel purchased under these agreements, must be located on Highway 19 between the city of Arlington, Oregon and the Columbia Ridge Landfill. Two western cardlock locations are also being solicited. One would be near I-84 between the Sandy River and I-205 to service trucks based at the Metro Central Transfer Station, and another would be in Oregon City near the Metro South Transfer Station for occasional use as a backup fueling site.

The term of the agreements will be from July 1, 1998 until June 30, 2000. No extensions are provided for in the agreements.

BUDGET IMPACTS

Metro would continue to save the avoided federal excise tax.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends adoption of Resolution No. 98-2656.

REQUEST FOR BIDS

for

THE PROVISION OF DIESEL FUEL

RFB #98B-35-REM

*Regional Environmental Management
Environmental Services Division*
600 NE Grand Ave
Portland, OR 97232-2736
(503) 797-1650
Fax (503) 797-1795

June 1998



METRO
Regional Services

**REQUEST FOR BIDS
FOR
THE PROVISION OF DIESEL FUEL**

RFB #98B-35-REM

**Metro
Regional Environmental Management
600 NE Grand Avenue
Portland, OR 97232**

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INVITATION TO BID

Metro is requesting bids for the supply of approximately 1.4 million gallons of No. 2, low sulfur diesel fuel. Portions of the fuel are to be provided at separate locations. The location at which the majority of the fuel will be supplied is in eastern Oregon on Highway 19 between the city of Arlington and the Columbia Ridge Landfill. Two western supply locations are also needed, one on I-84 and one in Oregon City. Bids may be submitted on one or more of these locations.

Prospective bidders may obtain bid documents by contacting the Regional Environmental Management Department of Metro at (503) 797-1650. Sealed bids must be delivered to the Regional Environmental Management Department at Metro, 600 NE Grand Avenue, Portland, Oregon, 97232-2736, to the attention of Chuck Geyer, no later than 3:00 p.m., Wednesday, June 23, 1998, at which time they will be publicly opened and read in Room 275 Metro Regional Center. The effective date of contracts awarded under this request for bids will be July 1, 1998.

INSTRUCTIONS TO BIDDERS

BID

Metro is soliciting Bids for the provision of No. 2 low sulfur diesel fuel. Bids must be enclosed in a sealed envelope and mailed or delivered to the Metro Regional Environmental Management Department, 600 NE Grand, Portland, Oregon 97232-2736, Attention, Chuck Geyer, Project Manager, no later than 3:00 p.m., Wednesday, June 23, 1998, at which time they will be publicly opened. 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.

All bids must be on the forms furnished by Metro or they may be rejected by Metro. The forms should be accompanied by technical information demonstrating compliance with the requirements of the Scope of Work.

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; or 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 five (5) business 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 or Project Manager at least seventy two (72) 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 compliance therewith by the successful bidder.

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.

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.

EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK

It is understood that the Bidder, before submitting a Bid, has made a careful examination of the plans, specifications, and contract; that it has fully informed itself as to the quality and quantity of materials and the character of the work required; and that it 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 itself 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 works/construction projects are required to be registered with the State of Oregon Construction Contractors Board, pursuant to ORS 701.035.

This project is not considered a public works or construction project.

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 it 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 seventy two (72) hours prior to the Bid opening date and time.

QUANTITIES

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 time than the period specified in the Scope of Work.

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. the destination designated by Metro.

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 two (2) business days of bid opening if delivery cannot be completed as 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 \$500.00. 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 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.

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 Metro, 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 lowest 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.

Bids will be evaluated for responsiveness using the following criteria:

- Compliance with all instructions specified in the request for bids related to bid preparation and documentation (see in particular "Errors/Omissions");
- Cost (per Schedule of Bid Prices);
- Compliance with the Scope of Work (see in particular "OR APPROVED EQUAL" CLAUSE). Metro will utilize the technical materials submitted with the bid in making this determination.

GENERAL CONDITIONS

NOTICE OF AWARD

Within 20 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 Award, mailed or delivered to the office designated in the Bid. The Notice of Award shall not entitle the party to whom it is delivered to any rights whatsoever.

CONTRACT

Within 10 business days of receipt of the contract from Metro, the successful Bidder shall sign and deliver the Contract to Metro together with the required performance bond.

BID SECURITY

Bid securities will be held until the Contract has been finally executed, after which all Bid securities, other than those which have been forfeited, will be returned to the respective Bidders whose Bid they accompanied.

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 (or as indicated in attached contract)

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, 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.

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.

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 the fuel as described in the Scope of Work.

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 unless otherwise specified. Invoices shall contain the following information: Contract number, item numbers, description of supplies as described in the Scope of Work.

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

MINORITY AND WOMEN-OWNED BUSINESS PROGRAM

In the event that any subcontracts are to be utilized in the performance of this agreement, the Bidder's attention is directed to Metro Code Section 2.04.100.

Copies of that document are available from the Risk & Contracts Management Division; Metro Regional Center, 600 NE Grand Avenue, Portland, OR 97232 or by calling (503) 797-1714.

BONDS/BID SECURITY

No bid security or performance bonds are required for this project.

PREVAILING WAGE

Prevailing wage requirements do not apply to this project.

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SCOPE OF WORK

SCOPE OF WORK

I. BACKGROUND/HISTORY OF PROJECT

In 1991, Metro began transporting solid waste generated in the region to the Columbia Ridge Landfill located in Gilliam County, Oregon approximately 150 miles east of Portland, Oregon. Transport of the waste is provided through a contract with Specialty Transportation Services, Inc. (STS).

Loads of waste to be transported are prepared at Metro transfer stations by compactors. One transfer station is located in Oregon City (Metro South Station) and the other in northwest Portland (Metro Central Station). A load of waste is 7 x 7 x 39 feet in size and weighs about 29 tons. In calendar year 1997, STS transported 25,000 loads of waste from the transfer stations to the Columbia Ridge Landfill.

The typical STS driver transports two loads per day. Beginning at the landfill, a driver takes an empty trailer to a transfer station, picks up a full trailer which is transported to a staging area located in Rufus. At the staging area, an empty trailer is picked up for another trip to a transfer station, where a full trailer is picked up and transported to the landfill. Full trailers left at the staging area in Rufus are shuttled to the landfill. Several tractors are based at the Metro Central Station, the rest are based at the landfill. Over 95% of the tractors are fueled at the beginning of a driver's shift at a cardlock located on HWY 19 between the landfill and the city of Arlington.

STS utilizes approximately 45 tractors and 200 trailers. The tractors are Standard Peterbilt 378 three-axle conventionals with a 262 inch wheel base, plus a drop axle. The trailers are 48 foot Fruehaufs. Engines are a combination of 425 hp Cat 3406C ATAAC mechanical diesels and Cat's new electronic 3406-rated 435 hp with 1,650 pounds per foot of torque. They drive through Fuller Super 10 transmissions and Rockwell 3.90 rearends. Each tractor is equipped with one, 120 gallon fuel tank which is accessed from the driver's side.

The original contract between Metro and STS provided that STS purchase all the fuel to be used in performance of the work. In April 1994, Metro began to purchase the fuel used by STS for its over-the-road vehicles through a modification of the contract. Metro proposed this modification to realize substantial cost savings. These cost savings are incurred because Metro is a political subdivision of the state of Oregon and as such is exempt from payment of federal fuel excise taxes.

As part of this modification to the STS contract, Metro agreed to provide the fuel to STS "in a manner ... reasonably consistent with historical service levels...." In 1993, STS purchased approximately 1.4 million gallons of fuel for use by its over-the-road vehicles. About 95% of the fuel was purchased from a cardlock located in Gilliam County, on

HWY 19 between the City of Arlington and the landfill. The remaining amount was purchased from a cardlock located off Interstate 84 between I-205 and the Sandy River. Metro has continued to purchase fuel in the same proportion from these two general locations since 1994, and plans to do so under this contract.

Since the cardlocks currently in use also supply fuel to customers who must pay the federal excise tax, the cardlock must pay the excise tax on Metro fuel when purchased from a terminal and request a refund of the tax from the federal government. The vendor must therefore be a "registered ultimate vendor" under IRS rules and comply with all IRS rules.

Detailed information on fuel purchases is located in the Appendix. While fuel has been, and still must be in the future, available on a 24 hour, seven day a week basis, most of the fuel purchases occur during the weekday/daylight hours. Branded, No. 2 low sulfur fuel is used exclusively, except when weather conditions require "blending" to achieve non-gel operation.

The current agreements for the provision of fuel expire June 30, 1998. This RFB is intended to result in replacement agreements taking effect on July 1, 1998.

II. SCOPE OF WORK/SCHEDULE

Metro is seeking bids from qualified firms to perform the following services and to deliver the products described below. Since Metro will be purchasing fuel in both eastern and western portions of the state, the tasks below are divided into three parts. Section "A" contains those general requirements that apply to the fuel purchased at either location. Section "B" contains those specific requirements to provide fuel only for two locations at 1) I-84 between I-205 and the Sandy river (see map in the Appendix) and 2) in Oregon City. Section "C" contains the specific requirements to provide fuel in Gilliam County at a cardlock located on HWY 19.

A. General Requirements

1. Low sulfur, No. 2 diesel fuel¹ shall be available 24 hours per day, seven days a week. All fuel provided shall be filtered and free from impurities that might cause damage or impairment to vehicle operation. Contractor shall be liable for damages caused by fuel that is contaminated or otherwise does not meet specifications.
2. Fuel shall be winterized during cold weather to ensure 100% non-gel operation by blending with low sulfur heating fuel #1 or use of chemical additives. Contractor shall be liable for damages caused by fuel that is not properly winterized.

¹ See Sections "B" and "C" for specific requirements regarding the supply of branded and unbranded fuel.

3. If the primary fueling system is disabled, Contractor shall provide an alternative fuel supply on an "as needed" basis² until the primary system is available. Any and all sites or systems must comply with applicable laws and regulations.
4. All cardlock sites must have restrooms, water, and emergency phone services; be capable of fueling two vehicles simultaneously with high pressure pumps.
5. Fuel shall be accessed through the use of a card assigned to a specific tractor. The system shall be programmable to limit purchases per use and to record the invoice information described below. Contractor shall be able to cancel access to fuel within 24 hours notice from Metro, either system-wide or on an individual card basis. Contractor shall provide cards to Metro (or a designated party at STS) to access the system within 7 working days of a request.

6. The Contractor's invoice shall contain the following information.

- for each transaction by card:

Date / time / tractor # / odometer reading / m.p.g. / # of gallons / price per gallon / total price

- At the end of the invoice the following summary information shall be included:

For invoice period: Total gallons / total charge / average m.p.g. / average price per gallon / total excise tax avoided

Year to date: Total gallons / total charge / average m.p.g. / average price per gallon / total excise tax avoided

7. Payment/Bid Assumptions:

- No excise tax will be charged to Metro (contractor will have to pay excise tax if applicable and obtain a refund from IRS)
- Metro payment within 10 working days
- Payment to the Contractor shall be based upon the "base cost" for #2 low sulfur diesel, plus the "markup" as bid on the bid sheet, plus winterization costs

² See Sections "B" and "C" for applicable requirements.

For the purposes of payment, the "base cost" for #2 low sulfur diesel during any given week (Thursday through Wednesday) shall be as published in the weekly newsletter of the Oil Price Information Service, for the City of Portland³. The newsletter price is available electronically on Friday, and the published price shall apply to the period beginning with the preceding Thursday. Metro will make this price available to the Contractor.

Example: Metro receives the OPIS newsletter on Friday, July 10th, and the appropriate #2 low sulfur diesel average is \$.65/gal. This is the "base cost" to which Metro will add the "markup" bid, to make payment for fuel purchases during the period July 9th through and including July 15th.

- The "markup" price bid on the bid sheet shall be added to the "base cost" as reimbursement for each gallon of fuel purchased under this contract. The markup price should include all freight, overhead, profit, load fees, any applicable taxes (except federal excise) and lifting fees, the Contractor wishes to be reimbursed for above the base cost of fuel⁴: The markup shall be no more than 3 decimal places. The markup price will not change during the contract period, except for cost changes due to State or Federal taxes or fees (except the federal excise tax) which will increase or decrease the markup price upon implementation.

Example: Contractor has the following costs \$0.048 (freight from Portland) + \$0.03 (profit and overhead) + \$0.01 (applicable taxes and lifting fees). The "markup" bid would be \$.088/gallon. Total reimbursement (except in the case of winterization costs) would be the markup plus the OPIS price for the week. Using the example for the base cost above of \$.65, the Contractor would receive \$.738 per gallon for each gallon supplied to Metro during the example period of July 9th through July 15th.

- ⇒ Contractor shall be reimbursed for costs incurred to meet the winterization specifications as follows. Contractor shall winterize the fuel as appropriate and determine the corresponding "blend" of #1 low sulfur heating oil which would have been required for the period (Thursday through Wednesday). Utilizing the price published in the weekly newsletter of the Oil Price Information Service, for the City of Portland - "Average", Metro will compensate the Contractor for its winterization costs. An example of the OPIS index is contained in the Appendix.

Example: If a blend of 30% heating oil was needed, and the published cost of the fuel was \$.12 per gallon more than #2 low sulfur diesel, the Contractor would receive and additional \$.036 per gallon payment for the week.

³ The particular average to be used are described in more detail in Sections "B" and "C"

⁴ Additional compensation will be made for winterization costs as described in the next bullet.

8. Wait times to access pumps cannot exceed 10 minutes. Onsite queuing for two vehicles shall be available at all times.
9. Term - The term of this agreement shall be for a period of July 1, 1998, to June 30, 2000.

B. Specific Requirements for Western Fueling Location

1. Fuel must be provided through a cardlock located within one quarter mile of I-84, between I-205 and the Sandy River, and another located within one half mile of Metro South Station (2001 Washington Street, Oregon City, Oregon).
2. For the Western fueling locations, the "base cost" shall be the OPIS average for both branded and unbranded #2 low sulfur diesel. An example is contained in the Appendix.
3. Weatherization of fuel for Portland area conditions, consistent with the practices of major suppliers.
4. Within 10 business days from the provision of fuel to Metro by Contractor under this Contract, Metro shall provide the Contractor with a deposit in the amount of \$2,500. The entire deposit shall be applied as partial payment to the final payment due under this Contract.

C. Specific Requirements for Eastern Fueling Location

1. The cardlock must be located on HWY 19, between the City of Arlington and Cedar Springs Road.
2. If the cardlock is disabled, Contractor shall provide fuel through a delivery truck with a meter and issue hand written receipts until the cardlock is operational. The delivery truck shall dispense fuel either at the cardlock or another location acceptable to Metro and STS. The cost and quality of fuel supplied in this manner shall be the same as if the cardlock was available, except that the Contractor may pass through to Metro any additional, documented costs due this alternative fueling method, if the disabling of the cardlock was beyond the control of the Contractor, as determined by Metro in its sole opinion.
3. For the Eastern fueling location, the "base cost" shall be the OPIS average for "branded" #2 low sulfur diesel. An example is contained in the Appendix.

4. Within 10 business days from the provision of fuel to Metro by Contractor under this Contract, Metro shall provide the Contractor with a deposit in the amount of \$25,000. The entire deposit shall be applied as partial payment to the final payment due under this Contract.

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APPENDIX TO SCOPE OF WORK

- Fuel Consumption History
- OPIS Index and example "base cost"
- Sample Public Contract

Fuel Consumption History

EASTERN FUEL PAYMENT AND CONSUMPTION
Contract #904179 - July 1, 1996 to June 30, 1997 ACCT #54040
531-310290-521410-75408 VID #11209

PAYMENT			CONTRACT			PAYMENT			CONTRACT			TIME
DATE	INVOICE	PAYMENT	BALANCE	GALLONS	PERIOD	DATE	INVOICE	PAYMENT	BALANCE	GALLONS	PERIOD	
			\$829,126.84									
7/19/96	709	19,003.94	810,122.90	28,181.900	7/1-7/8	1/17/97	107	22,968.13	291,355.22	28,044.100	1/1/97-1/6/97	
7/26/96	716	17,495.00	792,627.90	26,179.700	7/9-7/15	1/24/97	115	22,466.08	268,889.14	27,034.700	1/7 - 1/13	
8/2/96	723	16,407.26	776,220.64	24,002.500	7/16-7/22	1/31/97	121	20,637.44	248,251.70	24,811.600	1/14 - 1/20	
8/9/96	3499	22,912.24	753,308.40	33,261.100	7/23-7/31	2/7/97	128	20,246.92	228,004.78	25,041.400	1/21 - 1/27	
8/16/96	806	10,534.27	742,774.13	15,178.900	8/1-8/5	2/13/97	339	15,617.29	212,387.49	19,256.800	1/28 - 1/31	
8/23/96	813	17,286.26	725,487.87	24,674.300	8/6-8/12	2/21/97	211	26,220.81	186,166.68	32,072.700	2/1 - 2/10	
8/30/96	820	18,272.78	707,215.09	24,297.500	8/13-8/19	3/7/97	222	32,666.89	153,499.79	40,198.400	2/11 - 2/21	
9/6/96	827	18,990.33	688,224.76	24,407.100	8/20-8/26	3/13/97	937	19,855.48	133,644.31	24,566.100	2/22 - 2/28	
9/13/96	3930	15,810.85	672,413.91	19,819.400	8/27-8/31	3/20/97	310	19,962.95	113,681.36	24,881.400	3/1 - 3/7	
9/20/96	910	26,650.47	645,763.44	30,034.500	9/1-9/9	3/28/97	318	22,686.98	90,994.38	28,432.800	3/10 - 3/17	
9/27/96	917	24,617.62	621,145.82	26,135.300	9/10-9/16	4/4/97	325	19,182.30	71,812.08	25,204.500	3/18 - 3/24	
10/4/96	924	24,289.46	596,856.36	25,229.100	9/17-9/23	4/11/97	1504	19,231.28	52,580.80	26,062.600	3/25 - 3/31	
10/13/96	930	23,231.41	573,624.95	25,510.900	9/24-9/30	4/18/97	408	19,044.75	33,536.05	25,723.800	4/1 - 4/7	
10/18/96	1008	21,440.71	552,184.24	24,694.600	10/1-10/7	4/25/97	415	19,089.34	14,446.71	26,063.600	4/8 - 4/14	
10/25/96	1015	20,632.44	531,551.80	24,032.200	10/8-10/14	5/2/97	422	17,585.17	(3,138.46)	24,510.700	4/15 - 4/21	
11/1/96	1022	20,308.19	511,243.61	24,098.600	10/15-10/21	5/9/97	2088	26,709.66	(29,848.12)	37,647.600	4/22 - 4/30	
11/1/96	8035	(86.50)	511,330.11	(100.000)	credit memo	5/16/97	506	10,545.92	(40,394.04)	15,046.400	5/1 - 5/5	
11/8/96	1029	20,404.39	490,925.72	24,371.600	10/22-10/28	5/23/97	513	19,252.60	(59,646.64)	27,945.400	5/6 - 5/12	
11/15/96	4945	12,974.59	477,951.13	15,462.600	10/29-10/31	5/30/97	520	17,693.30	(77,339.94)	26,765.800	5/13 - 5/19	
11/15/96	1106	12,623.04	465,328.09	15,271.200	11/1-11/5	6/6/97	527	17,306.79	(94,646.73)	26,327.800	5/20 - 5/26	
11/22/96	1112	16,738.88	448,589.21	20,639.800	11/6-11/11	6/12/97	2616	13,970.14	(108,616.87)	20,602.700	5/27 - 5/31	
11/27/96	1119	19,928.32	428,660.89	25,061.600	11/12-11/18	6/20/97	610	23,100.34	(131,717.21)	32,520.600	6/1 - 6/6	
12/6/96	1126	20,958.71	407,702.18	27,073.100	11/19-11/25	6/27/97	617	19,883.43	(151,600.64)	29,132.000	6/10 - 6/16	
12/6/96	5505	13,964.78	393,737.40	18,352.800	11/26-11/30	7/3/97	624	17,403.46	(169,004.10)	26,622.000	6/17 - 6/23	
12/27/96	1210	23,359.03	370,378.37	30,560.500	12/1-12/9	7/11/97	3061	17,640.05	(186,644.15)	27,672.000	6/24 - 6/30	
12/21/96	1217	20,167.25	350,211.12	26,030.800	12/10-12/16	4/10/97			750,000.00			
12/31/96	1224	19,632.24	330,578.88	24,283.100	12/17-12/23				563,355.85			
1/10/97	6099	16,255.53	314,323.35	19,848.000	12/24-12/31							

YTD Gallons =	1,318,780.20
YTD Costs =	\$1,015,770.99
AVE Cost/Gal	\$0.7702

WESTERN FUEL PAYMENT AND CONSUMPTION
Contract #904180 - July 1, 1997 to June 30, 1998
531-310290-521410-75408 VID #11200 ACCT #10605

PAYMENT DATE	INVOICE	PAYMENT	CONTRACT BALANCE	GALLONS	TIME PERIOD
			\$12,286.33		
8/1/97	64002	495.62	\$11,790.71	771.730	7/1-7/15
8/15/97	64592	405.77	\$11,384.94	648.560	7/16 - 7/31
8/29/97	64886	416.77	\$10,968.17	579.440	8/1 - 8/15
9/19/97	65182	414.51	\$10,553.66	513.530	8/16 - 8/31
9/26/97	65476	654.66	\$9,899.00	794.600	9/1 - 9/15
10/24/97	65767	497.82	\$9,401.18	634.860	9/16 - 9/30
11/14/97	66058	224.80	\$9,176.38	302.210	10/1 - 10-15
11/14/97	66947	307.76	\$8,868.62	404.200	10/16 - 10/31
11/28/97	67546	440.91	\$8,427.71	563.130	11/01 - 11/15
12/10/97	67841	510.80	\$7,916.91	666.950	11/16 - 11/30
12/26/97	68139	870.19	\$7,046.72	1,159.330	12/01 - 12/15
1/9/98	68728	709.93	\$6,336.79	1,065.270	12/16 - 12/31
1/30/98	69016	585.27	\$5,751.52	969.980	1/1 - 1/15
2/13/98	69310	383.87	\$5,367.65	715.520	1/16 - 1/31
2/27/98	69605	473.51	\$4,894.14	859.840	2/1 - 2/15
3/13/98	Corr 69016	38.39	\$4,855.75	50.000	2/1
3/13/98	69898	505.79	\$4,349.96	907.580	2/16 - 2/28
3/27/98	70768	451.40	\$3,898.56	882.180	3/1 - 3/15
4/10/98	71352	879.77	\$3,018.79	1,749.740	3/16 - 3/31
5/1/98	71936	323.45	\$2,695.34	582.780	4/1 - 4/15
5/8/98	72231	528.25	\$2,167.09	957.640	4/16 - 4/30

OPIS Index and example "base cost"

PORTLAND, OR

05-14-1998

OPIS CONVENTIONAL CLEAR GROSS PRICES

7.8 RVP

Company	Terms	Reg	Unl	Pre	Eff.	Date
76	b N-10	-- --	59.65	74.65		05/13
Cenex	b N-10	-- --	59.50	70.50		05/14
Chevron	b N-10	67.00m	60.00	75.00		05/13
EOTT	u N-10	64.00m	59.00	70.00		05/14
Exxon	b N-10	65.20m	59.40	73.40		05/12
Exxon	u N-10	66.50m	62.00	73.00		04/30
Flying J	u N-10	-- --	59.25	70.25		05/08
Northrdge	u N-10	-- --	59.00	70.00		05/06
Shell	b N-10	65.50m	59.70	73.70		05/09
Shell	u N-10	-- --	59.00	70.00		05/14
Tesoro	u N-10	-- --	59.50	71.50		05/09
Texaco	b N-10	67.00m	60.00	75.00		05/14
Tosco	b 1-10	66.25m	60.25	75.15		05/13
Tosco	u N-10	-- --	59.00	70.00		05/07
RANGE -	LOW	-- --	59.00	70.00		
	HIGH	-- --	62.00	75.15		
AVERAGE		-- --	59.66	72.30		
AVG --	Mid. Unl.		65.92			

PORTLAND, OR

05-14-1998

OPIS CONVENTIONAL GROSS DISTILLATE PRICES

Company	Terms	Lo Sul	Hi Sul	Lo Sul	Hi Sul	Eff.	Date
		No.2	No.2	No.1	No.1		
76	(b) N-10	48.00	-- --	57.50	-- --		05/12
Arco	u Net	47.20	44.80	-- --	-- --		05/13
Cenex	(b) N-10	47.50	45.00	-- --	-- --		05/14
Chevron	(b) N-10	47.30	-- --	-- --	-- --		05/14
EOTT	u N-10	47.25	-- --	-- --	-- --		05/14
Exxon	(b) N-10	48.00	-- --	-- --	-- --		05/13
Flying J	u N-10	47.25	48.00	57.50	-- --		04/08
McCall	u N-30	49.00	46.00	-- --	-- --		05/12
Northrdge	u N-10	47.00	-- --	-- --	-- --		05/14
Shell	u N-10	47.50	-- --	57.00	-- --		05/07
Tesoro	u N-10	47.50	46.50	-- --	-- --		05/14
Texaco	(b) N-10	47.30	44.50	58.30	-- --		05/14
Tosco	(b) 1-10	48.65	-- --	58.25	-- --		05/12
Tosco	u N-10	47.50	47.25	57.00	-- --		05/07
RANGE -	LOW	47.00	44.50	57.00	-- --		
	HIGH	49.00	48.00	58.30	-- --		
AVERAGE		(47.64)	46.01	(57.59)	-- --		

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BASE COSTS

Branded Average for Eastern Contractor = \$.478

Average for Western Contractor = \$.476

WINTERIZATION AVERAGE = \$.576

Sample Contract

NOTICE TO ALL BIDDERS

The public contract included herein is a standard agreement approved for use by Metro's General Counsel. This is the contract the successful bidder will enter into with Metro; it is included for your review prior to submitting a bid.

ATTACHMENT A To Standard RFB

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 materials described in Attachment A, the Scope of Work, which is incorporated herein by this reference. All services and materials 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 July 1, 1998, through and including June 30, 2000.

ARTICLE III CONTRACT SUM AND TERMS OF PAYMENT

METRO shall compensate the CONTRACTOR for work performed and/or materials 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.

For public work subject to ORS 279.365, the Contractor shall pay prevailing wages and shall pay an administrative fee to the Bureau of Labor and Industries pursuant to the administrative rules established by the Commissioner of the Bureau of Labor and Industries.

**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 MATERIALS 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 materials 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 materials 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.

_____	METRO
_____ Signature	_____ Signature
_____ Print name and title	_____ Print name and title
_____ Date	_____ Date

Metro Contract No.

**Attachment A
TO METRO CONTRACT
SCOPE OF WORK**

BID FORMS
(To be submitted with Bid)

SCHEDULE OF BID PRICES

SCHEDULE OF BID PRICES - For Western Portion of Fuel RFB

1. Per gallon markup bid for cardlock off I-84 between I-205 and the Sandy River

a. \$._____ (figures) b. _____ (words)

2. Per gallon markup bid for cardlock in Oregon City, Oregon

a. \$._____ (figures) b. _____ (words)

TOTAL BID = \$._____ + \$._____ = \$._____

(1.a) (2.a)

SCHEDULE OF BID PRICES- For Eastern Portion of Fuel RFB

1. Per gallon markup bid for cardlock on HWY 19 between Arlington and Columbia Ridge Landfill

a. \$._____ (figures)
b. _____ (words)

CHECKLIST

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

(Check or complete all applicable boxes or blocks.)

- NA 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;
- NA 2. **PERFORMANCE BOND:** Cost of the Bond, if required, 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.
- ___ 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: _____

TELEPHONE NUMBER: _____ STREET CITY STATE ZIP

FAX NUMBER: _____ () ()

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

SIGNATURE OF AUTHORIZED PERSON:

Bids 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)

BIDDER SIGNATURE Print Name of Bidder _____

Signature _____

Print Name and Title _____

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