



**METRO**

PEOPLE PLACES

OPEN SPACES

**RFB 10-1690-PES**

**SMITH - BYBEE WETLANDS NATURAL AREA SECURITY PATROL**

**Metro Parks & Environmental Services**

600 N.E. Grand Avenue  
Portland, OR 97232  
(503) 797-1850

**Project Manager:**

Dan Kromer  
Willamette District Manager  
(503) 797-1844

[dan.kromer@oregonmetro.gov](mailto:dan.kromer@oregonmetro.gov)

Notice is hereby given that bids for RFB 10-1690-PES\_for: Smith-Bybee Wetlands Natural Area Security Patrol shall be received by Metro, 600 N.E. Grand Avenue, Portland OR 97232 until 2:00 p.m., June 15, 2010. It is the sole responsibility of the bidder to ensure that Metro receives the Bid by the specified date and time. All late Bids shall be rejected. **BIDDERS SHALL REVIEW ALL INSTRUCTIONS AND CONTRACT TERMS AND CONDITIONS.**

## Request for Bid (RFB 10-1690-PES)

---

Metro is requesting bids for Smith-Bybee Wetlands Natural Area Security Patrol for the Parks & Environmental Services Department. Bids are due to be received (postmarks not accepted) no later than 2:00 p.m. June 15, 2010 at Metro, 600 NE Grand Ave., Portland, OR 97232, Attention: Dan Kromer, RFB 10-1690-PES.

The contract will consist of opening, patrolling and closing the Smith-Bybee Wetlands Natural Area, located at 5350 N Marine Drive in Portland, Oregon as required below along with locking the restroom's two (2) stall doors at night and unlocking them in the morning. The access road into the facility is shared with the Port of Portland, a utility (Qwest) and railroad (Burlington Northern Santa Fe). Metro will provide Contractor with a key to the lock on the main entry gate and the restroom doors. Contractor will make a total of 3 site visits per work period as described below.

### 1. March – October:

- Open the facility around 5:00 a.m. – open the entry gate, swing the gate open, ensure all locks are closed to prevent theft, drive the length of the site including parking lot to unlock both stall doors on the restroom building and then on to the canoe launch area.
- Close the facility at legal sunset (closing time should change each month) – drive the length of the site including parking lot to lock both stall doors on the restroom building and then on to the canoe launch area, inform any visitors with vehicles that site is closing, close and lock entry gate. Contractor is not expected to search for visitors that are away from their cars. The courtesy time between informing visitors and locking the gate is at the contractor's discretion, but should be at least 5 minutes
- Check the gate between 12:00 and 2:00 a.m. – if the entry gate is locked, no further action is necessary. If the entry gate is open, the contractor will drive the length of the site, note any problems, inform visitors that the gate will be locked and close and lock the entry gate. The courtesy time between informing visitors and locking the gate is at the contractor's discretion. Contractor will inform Metro during the next business day which lock was found open.

### 2. November – February:

- Open the facility around 7:00 a.m. – open the entry gate, swing the gate open, ensure all locks are closed to prevent theft, drive the length of the site including parking lot to unlock both stall doors on the restroom building and then on to the canoe launch area.
- Close the facility around 5:30 p.m. – drive the length of the site including parking lot to lock both stall doors on the restroom building and then on to the canoe launch area, inform any visitors with vehicles that site is closing, close and lock entry gate. Contractor is not expected to search for visitors that are away from their cars. The courtesy time between informing visitors and locking the gate is at the contractor's discretion, but should be at least 5 minutes.
- Check the gate between 12:00 and 2:00 a.m. – if the entry gate is locked, no further action is necessary. If the entry gate is open, the contractor will drive the length of the site, note any problems, inform visitors that the gate will be locked and close and lock the entry gate. The courtesy time between informing visitors and locking the gate is at the contractor's discretion. Contractor will inform Metro during the next business day if lock was found open.

## Request for Bid (RFB 10-1690-PES)

---

Contractor will note any problems observed during site visits and will inform Metro by the next working day after problems are observed.

When vehicles are noted at the site but visitors are not present, Contractor will leave notice on vehicles (including the contractor staff's business name and phone number where the contractor could be reached immediately) informing visitors of the approximate time of the next patrol when the contractor would be available to let visitors through the gate and informing them that they should be waiting at the entry gate. Contractor may choose at its sole discretion to offer to let visitors out prior to the contractor's next scheduled patrol, at visitor's expense. Metro is not responsible for such costs. Contractor will be solely responsible for recovering these costs.

The term of the contract is anticipated to be July 1, 2010 through July 1, 2013, with two additional one-year extensions at Metro's discretion.

All bids must be submitted in sealed envelopes which clearly identify the item(s) as stated in the RFB. Bidding documents, (including plans and specifications depicting the work) may be examined and are available at the Metro website [www.oregonmetro.gov](http://www.oregonmetro.gov) under "Doing Business."

All bids must conform to the INSTRUCTIONS TO BIDDERS and be complete including the use of any required forms. Metro may accept or reject any or all bids, in whole or in part, or waive irregularities not affecting substantial rights if such action is deemed in the public interest.

Metro and its contractors will not discriminate against any person(s), employee or applicant for employment based on race, color, religion, sex, national origin, age, marital status, familial status, gender identity, sexual orientation, disability for which a reasonable accommodation can be made, or any other status protected by law. Metro fully complies with Title VI of the Civil Rights Act of 1964 and related statutes and regulations in all programs and activities. For more information, or to obtain a Title VI Complaint Form, see [www.oregonmetro.gov](http://www.oregonmetro.gov).

Metro extends equal opportunity to all persons and specifically encourages minority and women-owned businesses to access and participate in this and all Metro projects, programs and services.

# Request for Bid (RFB 10-1690-PES)

---

## Table of Contents

<i>Table of Contents</i> .....	4
BID FORMS .....	5
<i>INSTRUCTIONS TO BIDDERS</i> .....	6
BID .....	6
COST OF BID.....	6
ERRORS / OMISSIONS.....	6
ADDENDA TO PLANS OR SPECIFICATIONS .....	7
MODIFICATION OF BID.....	7
WITHDRAWAL OF BIDS .....	7
LATE BID.....	7
EXECUTION .....	7
EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK.....	8
COMPLIANCE.....	8
PERMITS AND LICENSES.....	8
CONFLICT OF INTEREST .....	8
IMMATERIAL VARIANCES.....	8
LATEST MODEL.....	8
"OR APPROVED EQUAL" CLAUSE.....	8
RECYCLABLE PRODUCTS .....	9
RECYCLED PRODUCTS AS BID ITEMS .....	9
QUANTITIES .....	9
TERMS.....	10
PRICES .....	10
WARRANTY / GUARANTY .....	10
SERVICE .....	10
DELIVERY .....	10
BID SECURITY.....	10
RESIDENT / NON-RESIDENT BIDDER .....	11
EXPERIENCE AND ABILITY TO PERFORM THE WORK .....	11
BASIS OF AWARD .....	11
<i>GENERAL CONDITIONS</i> .....	12
NOTICE OF AWARD .....	12
APPEAL OF CONTRACT AWARD .....	12
CONTRACT .....	12
FOREIGN CONTRACTOR.....	12
INSURANCE.....	13
WORKERS' COMPENSATION .....	13
NOTICE OF ASSIGNMENT .....	13
HAZARD COMMUNICATION .....	13
DELIVERY TIMES .....	14
FAILURE TO PERFORM.....	14
PATENTS .....	14
INVOICES .....	14
LAW OF STATE OF OREGON.....	14
<i>SPECIAL CONDITIONS</i> .....	14
MINORITY, WOMEN AND EMERGING SMALL BUSINESS PROGRAM.....	14
<i>SCHEDULE OF BID PRICES</i> <i>RFB # 10-1690-PES</i> .....	15
<i>NOTICE TO ALL BIDDERS</i> .....	16

# Request for Bid (RFB 10-1690-PES)

## **BID FORMS**

- Standard Public Contract (FORM 601)
- Bid Checklist (FORM 3701)
- Bid Bond (FORM 2001)

# Request for Bid (RFB 10-1690-PES)

---

## **INSTRUCTIONS TO BIDDERS**

### **BID**

Metro is soliciting Bids for Smith & Bybee Security Patrol, RFB #10-1690-PES for Parks & Environmental Services. Bids must be enclosed in a sealed envelope and mailed or delivered to the Parks & Environmental Services Department, 600 NE Grand, Portland, Oregon 97232-2736, Attention: Dan Kromer, no later than 2:00 p.m., June 15, 2010.

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 forms furnished by Metro or they may be rejected by Metro.

### **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.

# Request for Bid (RFB 10-1690-PES)

---

## **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 by written request which are received prior to the scheduled closing time for filing Bids. Negligence on the part of the Bidder in preparing his or her 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 an agent who is not an officer of the corporation or a member of the partnership signs the Bid, 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.

# Request for Bid (RFB 10-1690-PES)

---

## **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 non-burning requirements, permits, fees and similar subjects.

## **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.

## Request for Bid (RFB 10-1690-PES)

---

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.
4. Metro may in its sole discretion determine if an item submitted as an alternate or approved equal is "equal" or "equivalent".

### **RECYCLABLE PRODUCTS**

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

### **RECYCLED PRODUCTS AS BID ITEMS**

Oregon Law (ORS 279A.125) requires Metro and all public agencies to give preference to materials and supplies manufactured from recycled materials.

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

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

Definitions of "recycled product," "post-consumer" and "secondary" waste material and other explanatory notes are available from the Metro Procurement Services Division.

### **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.

## Request for Bid (RFB 10-1690-PES)

---

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 invoice date or if it requires payment, in whole or in part, less than fifteen (15) days after invoice approval 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. 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.

### **SERVICE**

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

### **DELIVERY**

Each Bidder shall provide a delivery schedule for each item offered. 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 security in the form of a cashier's check, certified check, irrevocable letter of credit, or a bid bond issued by a surety authorized to conduct such business in the state of Oregon. Security shall be in the amount of 5% of the total bid price. The bid security 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 required bonds and insurance with the time frame specified.

## Request for Bid (RFB 10-1690-PES)

---

The Attorney-in-Fact who executes any bond on behalf of the surety must attach a notarized copy of his or her Power of Attorney as evidence of authority to bind the surety on the date of bond execution.

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.

### **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 last 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."

### **EXPERIENCE AND ABILITY TO PERFORM THE WORK**

Upon request, Bidders must present all necessary information indicating that the Bidder has met the standards of responsibility set forth in ORS 279B.110. Metro will make the final determination as to whether or not the Bidder is qualified to perform the work.

### **BASIS OF AWARD**

The award shall be made to the responsible Bidder submitting the lowest responsive bid. Any determination of bidder's responsibility or responsiveness are subject to review and determination by the Office of the Metro Attorney as to legal sufficiency. Metro reserves the right to accept or reject any and all bids in whole or in part and to waive any irregularities in the best interest of Metro.

# Request for Bid (RFB 10-1690-PES)

---

## **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.

### **APPEAL OF CONTRACT AWARD**

Aggrieved proposers who wish to appeal the award of this contract must do so in writing within seven (7) days of issuance of the notice of intent to award by Metro. Appeals must be submitted to Darin Matthews, Procurement Manager, 600 NE Grand Avenue, Portland, OR 97232 and must state the specific deviation of rule or statute in the contract award. Metro will issue a written response to the appeal in a timely manner.

### **CONTRACT**

Within 10 business days of receipt of the contract from Metro, the Successful Bidder shall sign and deliver the Contract to Metro.

### **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.

# Request for Bid (RFB 10-1690-PES)

---

## **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 \$1,000,000 per occurrence.

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. 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 approval of the Procurement Officer.

## **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 Administrative Rules, Oregon Occupational Safety and Health Division, OAR 437-002, Subdivision Z-Toxic and Hazardous Substances (1910,1200 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.

# Request for Bid (RFB 10-1690-PES)

---

For further information or clarification, contact the Metro Risk Management Division at (503) 797-1622.

## **DELIVERY TIMES**

The Contractor shall deliver on business days 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 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.

## **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, WOMEN AND EMERGING SMALL 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 provisions 2.04.100, which encourages the use of minority, women, and emerging small businesses (MWESB) to the maximum extent practical. Copies of these MWESB requirements are available from the Metro Procurement Office, 600 NE Grand Avenue, Portland, OR 97232, (503) 797-1816.

# Request for Bid (RFB 10-1690-PES)

## SCHEDULE OF BID PRICES

**RFB # 10-1690-PES**

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:

Item No.	Description of Item	Price/Month	Total Amount/Year
1	Security Patrol at Smith-Bybee Wetlands Natural Area Year 1		
2	Security Patrol at Smith-Bybee Wetlands Natural Area Year 2		
3	Security Patrol at Smith-Bybee Wetlands Natural Area Year 3		
			<b>Total Bid \$</b>

**Note: If any of the items listed on the Bid Schedule contain recycled product (see attached), the bidder shall specify the amounts of such product in an attachment to the Bid Form. If no attachment is included, the amount of recycled product in the items listed will be considered to be zero for the purpose of this bid. Metro reserves the right to reject any or all bids.**

Bidder signature

Print Name of Bidder \_\_\_\_\_

Print Name of Company \_\_\_\_\_

Signature \_\_\_\_\_

Print Name and Title \_\_\_\_\_

# Request for Bid (RFB 10-1690-PES)

---

## **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.

T:\Remfma\contracts\RFB 10-1690-PES Smith & Bybee Security Patrol.docx



**METRO**  
 600 NE Grand Ave.  
 Portland, OR 97232-2736  
 (503) 797-1850

# Request for Bid (RFB 10-1690-PES)

Contract No. \_\_\_\_\_

This Contract is entered into between Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, whose address is 600 NE Grand Avenue, Portland, Oregon 97232-2736, and \_\_\_\_\_ whose address is \_\_\_\_\_, hereinafter referred to as the "CONTRACTOR."

### TERM OF CONTRACT

The term of this Contract shall be for the period commencing \_\_\_\_\_, 20\_\_\_\_, through and including \_\_\_\_\_, 20\_\_\_\_, unless terminated or extended as provided in this Contract.

### CONTRACT SUM AND TERMS OF PAYMENT

METRO shall compensate the CONTRACTOR for goods or services supplied as described in the Scope of Work. METRO shall not be responsible for payment of any materials or services, expenses or costs other than those which are specifically included in Scope of Work in an amount not to exceed (written amount) \_\_\_\_\_ and \_\_\_\_\_/100 (\$\_\_\_\_\_). Payment shall be on a unit price only for those goods or services received in a condition or manner acceptable to Metro. CONTRACTORS invoice shall include an itemized statement of items purchased or services provided, and shall be sent to Metro, Attention: Accounts Payable, 600 NE Grand Avenue, Portland, OR 97232-2736. Metro will pay Contractor within 30 days of receipt of an approved invoice.

### SCOPE OF WORK (use additional sheets if necessary)

**Intergovernmental Cooperative Agreement** (Requires competitive solicitation) – Pursuant to ORS 279A and the Metro public contract code, Metro participates in an Intergovernmental Cooperative Purchasing program by which other public agencies shall have the ability to purchase the goods and services under the terms and conditions of this awarded contract. Any such purchases shall be between the Contractor and the participating public agency and shall not impact the Contractor's obligation to Metro under this agreement. Any estimated purchase volumes listed herein do not include volumes for other public agencies, and Metro makes no guarantee as to their participation in any purchase. Any bidder may decline to extend the prices and terms of this solicitation to any or all other public agencies upon execution of this contract. Unless the bidder specifically declines to participate in the program by marking the box below, the bidder agrees to participate in the Intergovernmental Cooperative Purchasing program.  **Bidder declines to participate in Intergovernmental Cooperative Purchasing.**

**ALL TERMS ON THE REVERSE SIDE OF THIS DOCUMENT AND OTHER PROCUREMENT DOCUMENTS ARE HEREBY INCORPORATED AS PART OF THIS CONTRACT.**

### Contractor

Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 Tax I.D. or SS#: \_\_\_\_\_

### Metro

Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Department: \_\_\_\_\_  
 Division: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Project Manager: \_\_\_\_\_  
 Telephone/Fax: \_\_\_\_\_

Copy 1 – Contracts

Copy 2 – Department

Copy 3 – Contractor

# Request for Bid (RFB 10-1690-PES)

---

## THE PARTIES AGREE AS FOLLOWS:

### ARTICLE I: LIABILITY AND INDEMNITY

CONTRACTOR is an independent contractor and assumes full responsibility for its performance and assumes full responsibility for all liability for bodily injury or physical damage to persons or property arising out of or related to this Contract, Contractor shall indemnify, defend and hold harmless METRO, its elected officials, officers, employees and agents, from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, whether before the commencement of litigation at trial or on appeal, 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. CONTRACTOR is solely responsible for the acts and omissions of its' agents, employees, subcontractors, and/or representatives and for all claims.

### ARTICLE II: 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 goods received prior to the date of termination. METRO shall not be liable for any indirect or consequential, or any other damages whatsoever. Termination by METRO shall not waive any claim or remedies it may have against CONTRACTOR.

### ARTICLE III: INSURANCE

CONTRACTOR shall purchase and maintain at CONTRACTOR's expense, the following types of insurance covering the CONTRACTOR, its employees and agents. Insurance coverage shall be a minimum of \$1,000,000 per occurrence.

- 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. METRO, its elected officials, departments, employees, and agents shall be named as an ADDITIONAL INSURED.
- B. Automobile bodily injury and property damage liability insurance. METRO, its elected officials, departments, employees, and agents shall be named as an ADDITIONAL INSURED.

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 are 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 additional 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. Notice of any material change or policy cancellation shall be provided to METRO thirty days (30) prior to the change.

### ARTICLE IV: PUBLIC CONTRACTS

All applicable provisions of ORS Chapters 187 and 279A, 279B, and 279C 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. 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 requested by 1989 Oregon Laws, Chapter 684.

### ARTICLE V: 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 VI: QUALITY OF GOODS

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

## Request for Bid (RFB 10-1690-PES)

---

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.

In addition to any express warranties provided by the CONTRACTOR, all implied warranties covered by ORS Chapter 72 shall apply to any goods provided under this Contract, and are hereby expressly not disclaimed.

### ARTICLE VII: SAFETY

If services of any nature are to be performed in connection with the provision of goods pursuant to this Contract, 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. All applicable Material Safety Data (MSD) sheets shall accompany the goods.

### ARTICLE VIII: 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.

### ARTICLE IX: COMPLIANCE

CONTRACTOR 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, non-discrimination, safety and health, environmental protection, waste reduction and recycling, fire protection, permits, fees and similar subjects.

### ARTICLE X: INTEGRATION OF CONTRACT DOCUMENTS

All of the provisions of any bidding documents including, but not limited to, the Advertisement for Bids, General and Special Instructions to Bidders, Proposal, Scope of Work, and Specifications which were utilized in conjunction with the bidding of this Contract are hereby expressly incorporated by reference. Otherwise, this Contract represents the entire and integrated agreement between METRO and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both METRO and CONTRACTOR. The law of the state of Oregon shall govern the construction and interpretation of this Contract.

### ARTICLE XI: ASSIGNMENT

CONTRACTOR shall not assign any rights or obligations under or arising from this Contract without prior written consent from METRO, which consent shall not be unreasonable withheld.



**METRO**  
 600 NE Grand Ave.  
 Portland, OR 97232-2736  
 (503) 797-1850

# Request for Bid (RFB 10-1690-PES)

## BID CHECKLIST

FIRM \_\_\_\_\_  
 NAME \_\_\_\_\_  
 MAILING ADDRESS \_\_\_\_\_  
 PHONE \_\_\_\_\_ FAX \_\_\_\_\_ EMAIL \_\_\_\_\_

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

(Contractor shall check or complete all applicable boxes)  
**(To be Submitted by the day and time of the Bid Due Date)**  
**(BID WILL BE CONSIDERED NON-RESPONSIVE WITHOUT THE FOLLOWING DOCUMENTS\*)**

1. **BID\***
2. **BID BOND\***: Bidder has complied with Metro's requirements for 5% bid surety and guarantees that this bid is irrevocable for the period specified herein, if bid submitted is over \$25,000.
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, attach names of the partners)
6. **OREGON LICENSE\***: If a corporation,  it is, or  is not, licensed with Oregon Corporation Commission
7. **DOING BUSINESS AS\***: Provide any assumed names utilized.

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 the bid is due. (See Instructions to Bidders)



**METRO**  
 600 NE Grand Ave.  
 Portland, OR 97232-2736  
 (503) 797-1850

# Request for Bid (RFB 10-1690-PES)

BOND NO. \_\_\_\_\_

AMOUNT: \$ \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENT, 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 \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS PRINCIPAL IS SUCH THAT:

WHEREAS the PRINCIPAL is herewith submitting a **BID FOR** \_\_\_\_\_ 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 \_\_\_\_\_, 20\_\_\_\_.

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

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