



REQUEST FOR BIDS FOR FORKLIFT SERVICES

RFB # 10-1682

June 2010

Prepared by:

METRO

Parks & Environmental Services

Solid Waste Operations

600 NE Grand Ave.

Portland, OR 97232-2736

(503) 797-1650

Fax (503) 797-1795

www.metro-region.org



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REQUEST FOR BIDS

Forklift Maintenance and Repair Services

METRO

PARKS & ENVIRONMENTAL SERVICES

600 N.E. Grand Avenue
Portland, OR 97232
(503) 797-1650, Fax (503)797-1795

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RFB 10-1682 PES

Notice is hereby given that bids for **RFB 10-1682 PES** for: Forklift Maintenance and Repair Services shall be received by Metro, 600 N.E. Grand Avenue, Portland OR 97232 until **2:00 PM on June 22, 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.**

Public Improvement Projects Request for Bids



METRO
600 NE Grand Ave.
Portland, OR 97232-2736
(503) 797-1700

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BID RESPONSE FORMS
SAMPLE PUBLIC CONTRACT
SCOPE OF WORK

REQUEST FOR BID

Project Name: Forklift Services

Metro is soliciting bids for the servicing of forklift and hydraulic lift equipment at its household hazardous waste (H2W) facilities and latex paint facility. Bids are due no later than **2:00 p.m. June 22, 2010**, at 600 NE Grand Avenue, Portland, OR 97232-2736, Attention: Karen Slusarenko, RFB 10-1682 PES. Postmarks or faxes are not accepted. Bid packages not actually delivered by 2:00pm will be rejected regardless of cause.

All bids must be submitted in sealed envelopes that clearly identify the item(s) as stated in the RFB. Bidding documents may be examined and are available at the above address from 8:30 a.m. until 4:30 p.m., Monday through Friday, or by calling (503) 797-1652.

All bids must conform to the RFB format 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) based on race, color, national origin, sex, sexual orientation, age, religion, physical handicap, political affiliation or marital status.

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.

All bidders must be registered with the Oregon Construction Contractors Board. (ORS 279C.365 (1)(k)).

INSTRUCTIONS TO BIDDERS

BID

Metro is soliciting bids for the servicing of forklifts and hydraulic lift equipment at its household hazardous waste facilities and latex paint recycling facility. Bids are due (postmarks or faxes are not accepted) no later than **2:00 p.m. June 22, 2010**, at 600 NE Grand Avenue, Portland, OR 97232-2736, Attention: Karen Slusarenko RFB 10-1682 PES . Bid packages not actually delivered by 2:00pm will be rejected regardless of the cause for late delivery.

The outside of the envelope shall plainly identify the subject of the Bid, the opening date, and the Bid project name.

All bids must be clearly and distinctly typed or written with ink or indelible pencil. All blank spaces must be completed. No erasures are permitted. Mistakes must be crossed out and corrections typewritten or written in ink adjacent thereto, and initialed in ink by the party signing the Bid, or his authorized representative.

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

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

COST OF BID

This invitation to Bid does not commit Metro to pay any costs incurred by any Bidder in the submission of a bid, or in making necessary studies or designs for the preparation thereof, or for procuring or contracting for the items to be furnished under the invitation to bid.

ERRORS/OMISSIONS

Any Bid may be deemed non-responsive 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 ten (7) business days prior to the Bid opening date and time. If, in the opinion of the Project Manager, the Bidders need additional information or interpretation, an addendum will be issued to all known specification holders. The provisions of any written addenda issued by the 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 that is received from the successful Bidder after award of contract that 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 non-responsive.

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

ELIGIBILITY

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

EQUAL EMPLOYMENT OPPORTUNITY

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 Compliant Form, see www.oregonmetro.gov.

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, seven (7) 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.

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 Purchasing and Contracts Division.

QUANTITIES

Metro makes no guarantees as to the exact quantities to be purchased or hours of work required. The figures provided are intended merely as guides and Bidders are warned not to construe them as a guarantee to purchase any amount.

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

TERMS

A Bid may be rejected if it requires payment in less than thirty (30) calendar days after 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.

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 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 bid security in the form of 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 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 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.055 and ORS 279.385C. 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(s) submitting the lowest responsive Bid to Metro. 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 irregularities in the best interest of Metro.

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 bidders 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 Mathews, Procurement Officer, 600 NE Grand Avenue, Portland, Oregon 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.

BONDS

For bids in excess of \$25,000 the Contractor shall provide the following within ten (10) days of notification of award:

- A performance bond in an amount equal to 100 percent of the contract price

FOREIGN CONTRACTOR

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

INSURANCE

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

1. Broad form commercial 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 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 (MEDS) prior to delivery or introduction of the material on site.

For further information or clarification, contact the Metro Risk Management Division at (503) 797-1615.

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 variances in these days and times must be received by Metro at least three (3) days prior to delivery. Approval will be at Metro's sole discretion.

FAILURE TO PERFORM

Should the Contractor fail to meet the requirements of the specification, thereby making it necessary for Metro to purchase services 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.

MINORITY, ESB 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, 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.

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.

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.

BID FORMS

Each bidder shall fill out the bid sheet for each category listed. The hourly rates will be multiplied by an estimated number of hours for each line item. The sum of all prices in the bid sheet will be used to determine the total bid amount. The estimated number of hours are not a guarantee of future work.

Estimated hours are for services outside of those stated in the Scope of Work and may vary above or below those values used in the bid sheet. The successful bidder will adhere to their stated hourly rates regardless of the actual numbers of hours used for non-Scope of Work efforts. Bid values shall include all costs associated with travel time, mileage, and fuel. Emergency call outs will be for a two-hour minimum charge for work completed in less than two hours. For emergency call out work exceeding two hours, payment will be made for the actual hours of work commencing with arrival on site.

Attachment A Bid Forms

SCHEDULE OF BID PRICES

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

<u>Item No.</u>	<u>Description of Item</u>	<u>Total No. Sessions</u>	<u>Cost Per Session</u>	<u>Total Amount</u>
1	Specified inspection/maintenance session 2 sessions on each lift in each of 2 years (2 sessions X 2 years X 5 forklifts)= 20	20	\$_____	\$_____
		<u>Estimated Hours</u>	<u>Rate Per Hour</u>	<u>Total Amount</u>
2	Labor rates for additional service/repairs:	200	\$_____	\$_____

TOTAL BID AMOUNT \$_____

Parts mark up shall not exceed 25 percent.

BIDDER'S CHECKLIST

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

(Check or complete all applicable boxes or blocks.)

- 1. **BID BOND:** Bidder has complied with Metro's requirements for 5% of the total bid price bid surety and guarantees that this bid is irrevocable for the period specified herein;
- 2. **PERFORMANCE and PAYMENT BOND:** Cost of the Bond, if required, will be: _____ (\$ _____).
- 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: _____

STREET CITY STATE ZIP

TELEPHONE NUMBER: AREA CODE ()

FAX NUMBER: AREA CODE ()

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

SIGNATURE OF AUTHORIZED PERSON:

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)

Attachment A
Bid Forms



BID BOND

BOND NO. _____

AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that _____,
hereinafter called the PRINCIPAL, and _____, a
corporation duly organized under the laws of the State of _____, having its principal
place of business at _____ in the state of _____
_____, and authorized to do business in the state of Oregon, as SURETY, are held and
firmly bound unto _____ hereinafter called the OBLIGEE, in the penal sum of _____
_____ DOLLARS (\$ _____) for the payment of which we bind ourselves, our
heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these
presents.

THE CONDITION OF THIS PRINCIPAL IS SUCH THAT:

WHEREAS the PRINCIPAL is herewith submitting a **BID FOR** _____ 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 _____ of _____, 20____.

PRINCIPAL

By _____

SURETY

By _____
Attorney-in-Fact

Attachment A Bid Forms



PERFORMANCE BOND

(NOTE: CONTRACTOR MUST USE THIS FORM, NOT A SURETY COMPANY FORM)

KNOW ALL MEN BY THESE PRESENT:

We the Undersigned _____ as PRINCIPAL and _____ a corporation organized and existing under and by virtue of the laws of the state of _____, and duly authorized to do surety business in the state of Oregon and named on the current list of approved surety companies acceptable on federal bonds and conforming with the underwriting limitations as published in the Federal Register by the audit staff of the Bureau of Accounts and the U.S. Treasury Department and which carries an "A" rating and is of the appropriate class for the bond amount as determined by Best's Rating System, as SURETY, hereby hold and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, unto METRO, as OBLIGEE, in the sum of _____ Dollars (\$ _____) in lawful money of the United States of America, for the payment of that sum for the use and benefit of claimants as defined below.

The condition of this obligation is such that whereas the PRINCIPAL entered into a contract with METRO dated _____, 20____, which contract is hereunto annexed and made a part hereof, for accomplishment of the project described as follows: _____.

NOW THEREFORE, if the PRINCIPAL shall promptly make payments to all persons, firms, subcontractors, corporations and/or others furnishing materials for or performing labor in the prosecution of the Work provided for in the aforesaid _____, and any authorized extension or modification thereof, including all amounts due for materials, equipment, mechanical repairs, transportation, tools and services consumed or used in connection with the performance of such Work, and for all labor performed in connection with such Work whether by subcontractor or otherwise, and all other requirements imposed by law, then this obligation shall become null and void; otherwise this obligation shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is as specified in ORS 279C.600.
2. The above-named PRINCIPAL and SURETY hereby jointly and severally agree with the OBLIGEE and its assigns that every claimant as above-specified, who has not been paid in full, may sue on this bond for the use of such claimant, prosecute the suit to final judgment in accordance with ORS 279C.610 for such sum or sums as may be justly due claimant, and have execution thereon. The OBLIGEE shall not be liable for the payment of any judgment, costs, expenses or attorneys' fees of any such suit.

Attachment A Bid Forms



PROVIDED, FURTHER, that SURETY for the value received, hereby stipulates and agrees that all changes, extensions of time, alterations to the terms of the _____ or to Work to be performed thereunder or the Specifications accompanying the same shall be within the scope of the SURETY's undertaking on this bond, and SURETY does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the _____ or to the Work or to the Specifications. Any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications shall automatically increase the obligation of the SURETY hereunder in a like amount, provided that the total of such increases shall not exceed twenty-five percent (25%) of the original amount of the obligation without the consent of the SURETY.

This obligation shall continue to bind the PRINCIPAL and SURETY, notwithstanding successive payments made hereunder, until the full amount of the obligation is exhausted, or if the full amount of the obligation is not exhausted and no claim is pending resolution, until such time as no further claims can be made pursuant to law with regard to the above-described project, by any claimant specified in ORS 279C.600.

If more than one SURETY is on this bond, each SURETY hereby agrees that it is jointly and severally liable for all obligations of this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____ .

SURETY

By: _____

Title: _____

Street Address

City, State ZIP

Phone Number

CONTRACTOR

By: _____

Title: _____

Street Address

City, State ZIP

Phone Number

Attachment B Sample Standard Public Contract

Must be Under \$20,000

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

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 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.

Attachment C Scope of Work

Metro Contract No. _____

Forklift Services for Metro Hazardous Waste and Latex Paint Recycling Facilities

Description of the Scope of Work

Contractor shall provide scheduled and emergency forklift services at the Metro facilities listed below. Forklift services shall include, but not be limited to, the tasks specified below. These specified tasks shall be performed two (2) times on each piece of equipment listed for each year of the contract period.

A. Metro facilities:

Metro Central Household Hazardous Waste (H2W) Facility

6161 NW 61st Avenue
Portland, OR 97210

Metro South Household Hazardous Waste (H2W) Facility

2001 Washington Street
Oregon City, OR 97045

Metro Latex Paint Recycling Facility

4825 N. Basin Ave.
Portland, OR 97217

- B. All facilities operate seven days a week and could require emergency services at any time within a 24-hour period, including holidays. Emergency services are services that are not scheduled.
- C. Additional work not specified in the tasks listed below shall be performed only after written approval by Metro of the contractor's quote for labor and materials/parts costs for the additional work. If Metro approves the estimate it shall become the price.
- D. Contractor shall conduct inspections and maintenance of the lift equipment at each facility as described in this section. The Service Technician will inspect the scheduled equipment and controls to insure that it is in good operating condition. All work shall be prescheduled with the Metro Maintenance Technician before work begins.

Contractor shall provide equipment preventative maintenance and repair services to the forklift trucks shown below:

Make	Model	Serial #	Site
Toyota	42-5FG18	75803	CH2W/Events
Toyota	42-6FGUIS	63380	CH2W
Toyota	42-6FGU20	60127	SH2W
Toyota	7FGU25	63703	LATEX
Toyota	7FGU25	79141	LATEX

Attachment C

Scope of Work



METRO
600 NE Grand Ave.
Portland, OR 97232-2736
(503) 797-1700

SEMI-ANNUAL PREVENTATIVE MAINTENANCE SHALL INCLUDE THE FOLLOWING CLEANINGS, LUBRICATIONS, REPLACEMENTS, INSPECTIONS AND CHECKS:

Cleanings:

- Air clean axles, mast, battery, radiator engine compartment and exterior of forklift.
- Clean and condition battery terminals.
- Clean hydraulic tank breathers.

Lubrication:

- Lubricate all zerk fittings, mast channels and rollers, mast linkage and miscellaneous linkage.
- Drain and fill engine oil.

Replacements:

- Replace crankcase oil filter.
- Replace or clean air filter element as necessary.

Inspections:

- Inspect forks for wear and damage.
- Inspect overhead guard.
- Inspect unusual wear or component damage.
- Inspect tire and wheel condition.
- Inspect oil and water leaks.
- Inspect hoses and hose reels.
- Inspect side shift wear strips.
- Inspect hoist and tilt cylinder packing.
- Inspect fan belts.
- Inspect hydraulic equipment.
- Inspect mast rollers and wear strips.
- Inspect and blow fuel filter.
- Inspect steering for proper operation.
- Inspect all instrument gauges, lights, horn and back-up alarm.
- Inspect battery terminals, cables and wires corrosion, damage and wear.
- Inspect radiator cap and cooling system hoses.
- Inspect water pump and bearing condition.
- Inspect radiator and screen for leaks and damage.
- Inspect exhaust system for leaks.

Checks:

- Check all minor linkage and control adjustments.
- Check and fill battery water level.
- Check and fill oil levels differential, and hydraulic reservoir.
- Check and fill fluid levels of master cylinder and transmission.
- Check brake and clutch pedal clearance.
- Check control valve operation.
- Check accelerator pedal for proper operation.
- Check brakes.
- Check and adjust parking brake as necessary.

Attachment C

Scope of Work



METRO
600 NE Grand Ave.
Portland, OR 97232-2736
(503) 797-1700

- Check steering
- Check coolant level.
- Check warning and safety equipment .
- Check master cylinder lines, linkage and mountings.
- Check starter and draw current.
- Check and tighten electric wires and cables.
- Check and make all minor linkage and control adjustments.
- Check and pressure test cooling system.
- Check and load test battery and charging system.
- Check and adjust load chains.
- Check and adjust all drive belts as required.
- Check and tighten wheel lug nuts as required.

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

Contractor agrees to follow all applicable state, federal, and Metro rules and regulations regarding equipment maintenance and safety. Contractor is responsible for the safety and training of all its employees and subcontractors.

BM:

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