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# Irving Garage Lighting Retrofit

## RFB 11-1861

### **Metro Parks and Environmental Services Department**

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

### **Project Manager**

Richard Thompson  
richard.thompson@oregonmetro.gov  
503-797-1815

### **Procurement Analyst**

Kim Bardes  
kim.bardes@oregonmetro.gov  
503-797-1783

Notice is hereby given that bids for RFB 11-1861 for Irving Garage Lighting Retrofit shall be received by Metro, 600 NE Grand Avenue, Portland OR 97232 until 2:00 p.m. on April 21, 2011. 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 condition.





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

# Public Improvement Project

## Request for Bid - Informal (RFB 11-1861)

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Metro Parks and Environmental Services Department hereby requests bids for the Irving Garage Lighting Retrofit. Bids are due no later than the date and time indicated on the RFP cover page, at Metro, 600 NE Grand Avenue, Portland, OR 97232, Attention: Richard Thompson, RFB 11-1861.

Bidding documents, (including plans and specifications depicting the work) may be viewed at the Metro website, [www.oregonmetro.gov](http://www.oregonmetro.gov) under "Doing Business".

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), employee or applicant for employment based on race, creed, color, national origin, sex, sexual orientation, age, religion, physical handicap, political affiliation or marital status. 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) or call 503-797-1536.

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

A Voluntary Pre-Bid Conference is scheduled for all potential prime and sub-contractors on April 14, 2011, at 2:00 pm. at 600 NE Grand Avenue. Interested sub-contractors are also invited.

This project will be subject to prevailing wage requirements as established by the Oregon Bureau of Labor and Industries (BOLI). By submitting a bid, all bidders certify that they will pay and comply with minimum prevailing wage requirements of ORS 279C.800-279C.870.

For all construction projects over \$25,000, all bidders must be appropriately licensed with the Construction Contractors Board or the State Landscape Contractors Board. (ORS 279C.365 (1)(k)).

Metro Code provisions 2.04.100 and 200 require all Bidders/Proposers to follow and document a specific good faith outreach effort to State certified Minority, Women and Emerging Small Businesses. Certification of good faith compliance and a declaration of any actual utilization pursuant to both programs are required within two hours of bid closing.



# Public Improvement Project

## Request for Bid - Informal (RFB 11-1861)

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### INVITATION TO BID

Metro is requesting bids for Irving Garage Lighting Retrofit, RFB 11-1861. Bids must be mailed, delivered, faxed or emailed to, Metro Parks and Environmental Services Department, 600 NE Grand, Portland, Oregon 97232-2736, Attention: Richard Thompson, RFB 11-1861.

#### **Description of Work**

The contract contemplated consists of completing all Energy Trust of Oregon (ETO) and Business Energy Tax Credit (BETC) paperwork on behalf of Metro. The contract shall include purchasing and installation of 150 fixtures. (See Attachment A for fixture specification.) Pricing is to be broken up by assuming 50 fixtures per floor. Metro intends to assign these ETO and BETC credits to the contractor or available pass through partners identified by each vendor. The final contract award amount will be awarded on the net remaining amount after all credits from ETO and BETC. Contractor will supply all connections, circuits, installation and materials that are needed. Installation shall conform to the current National Electrical Code. Methods of fixture install shall be approved in writing by the Metro Operations Manager prior to the start of the installation. Work hours will be from 6:00AM-12:00AM. Contractor will need to understand this is a fully functional garage. Contractor shall rope off or cone off areas of installation in the garage each day, or as needed.

The term of the contract is anticipated to be April 2011 through November 2011.

#### **Qualifications**

Contractor must have five or more years of successful experience in the area of lighting install. Contractor will also need to have worked with ETO and BETC for at least 3-5 \$15,000 projects or above. Qualifications and references shall be supplied with bid. Metro reserves the right to evaluate, approve or reject firms on the basis of their review.

Bidder must identify the following in the bid submittal:

1. Equipment available to conduct the work.
2. Description of expertise to perform the work.
3. Projects of similar scope completed in the last five years.
4. Number of full-time employees to be assigned to the project.
5. References for projects of similar scope completed in the last five years.
6. Disclosure of any claims or suits in which the Bidder was found "not responsible" under Oregon public contracting laws.
7. Indication of satisfactory record of integrity in accordance with standards for Conduct Disqualification under OAR 137-049-0370.

# Public Improvement Project

## Request for Bid - Informal (RFB 11-1861)

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### INSTRUCTIONS TO BIDDERS

#### **BID**

Metro is soliciting bids for Irving Garage Lighting Retrofit. Bids must be mailed, delivered, faxed or emailed to, Metro Parks and Environmental services Department, 600 NE Grand, Portland, Oregon 97232-2736, Attention: Richard Thompson, RFB 11-1861.

All bids must be received no later than the date and time indicated on the RFB cover page .If mailed or delivered, 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 their 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, the Bidder must return them with the bid response.

#### **COST OF BID**

This Request for 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 richard.thompson@oregonmetro.gov, in writing at least five (5) business days prior to the bid opening date and time. If, in the opinion of Metro, additional information or interpretation is needed by the Bidders, an addendum will be issued to all known specification holders. The provisions of any written addenda issued by the Procurement Officer at least 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 facsimile (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 in writing.

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### 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 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 (and subcontractors of Bidders) on public works/construction projects are required to be appropriately registered with the State of Oregon Construction Contractors Board pursuant to ORS 701.035.

### EQUAL EMPLOYMENT AND NONDISCRIMINATION

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).

### PERMITS AND LICENSES

Each Bidder shall obtain and include in their bid the cost for all trade 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

# Public Improvement Project

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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 as part of their bid, a written statement describing it together with supporting data and details sufficient to permit Metro to evaluate the same.

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. Metro shall 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.

### **TERMS**

A bid may be rejected if it requires payment in less than thirty (30) calendar days after an approved invoice date or if it requires payment, in whole or in part, less than fifteen (15) days after invoice approval prior to delivery.

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### 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 Freight on Board (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 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.

### BID SECURITY

All bids must be accompanied by 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 Oregon. Security shall be in the amount of \$2000.00. 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.

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 fully 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.

The Contractor and/or First Tier sub-contractor shall provide a list of three (3) different project references with their bid submission. These references will be contacted regarding the quality of workmanship and service that the Bidder or sub-contractors have provided on projects of comparable size and scope. The Bidder shall submit this information using the Contractor Qualification Statement.

### BASIS OF AWARD

The award shall be made to the responsible Bidder submitting the lowest responsive bid submitting the lowest total BASE BID. Metro reserves the right to consider any and all alternates offered by the selected Bidder.

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## Request for Bid - Informal (RFB 11-1861)

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Any determination of Bidder's responsibility or responsiveness is 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. Only those Bidders that, in the sole opinion of Metro, meet the minimum experience requirements shall be considered to be responsible Bidders.

In the event all bids exceed the engineer's estimate, Metro reserves the right to negotiate with the selected low Bidder in an effort to meet the project budget.

### NOTICE OF AWARD

Within twenty (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 seven (7) business days of receipt of the contract from Metro, the Successful Bidder shall sign and deliver the Contract to Metro, along with all required insurance certificates and bonds listed below.

### BONDS

Contractor shall provide the following on Metro's standard bond forms:

- A Performance Bond in an amount equal to 100 percent of the contract price.
- A Labor and Materials bond in an amount equal to 100 percent of the contract price.

### INSURANCE AND WORKERS COMPENSATION

Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:

1. The most recently approved ISO (Insurance Services Office) Commercial General Liability policy, or its equivalent, written on an occurrence basis, with limits not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. The policy will include coverage for bodily injury, property damage, personal injury, contractual liability, premises and products/completed operations. Contractor's coverage will be primary as respects Metro;
2. Automobile insurance with coverage for bodily injury and property damage and with limits not less than minimum of \$1,000,000 per occurrence;
3. Workers' Compensation insurance meeting Oregon statutory requirements including Employer's Liability with limits not less than \$500,000 per accident or disease; and
4. If required by the Scope of Work, Professional Liability Insurance, with limits of not less than \$1,000,000 per occurrence, covering personal injury and property damage arising from errors, omissions or malpractice.

Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSURED on Commercial General Liability and Automobile policies.

Contractor shall provide to Metro 30 days notice of any material change or policy cancellation.

Contractor shall provide Metro with a Certificate of Insurance complying with this article upon return of the Contractor signed agreement to Metro.

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.

# Public Improvement Project

## Request for Bid - Informal (RFB 11-1861)

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### COMMENCEMENT OF WORK

Prior to starting work on a contract or sub-contract for a public works project, a contractor or sub-contractor shall file a public works bond with the Construction Contractors Board. Bond shall be from a corporate surety authorized to do business in the state of Oregon and be in the amount of \$30,000 and shall comply with all other requirements of ORS 279C.800 to 279C.870. Contractor shall provide written documentation of bond number(s) of bond(s) for contractor and all sub contractor(s) to Metro Project Manager with original bid or prior to starting project work.

### 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.

### NOTICE OF ASSIGNMENT

Metro will not recognize any assignment or transfer of any interest in this contract without the prior written consent of the Procurement Officer and the Metro Attorney.

### 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 or her 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 503-797-1622.

### 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, PAY APPLICATIONS

Invoices/pay applications shall be prepared and submitted to Project Manager unless otherwise specified. Invoices shall contain the following information: Contract number, item numbers, description of supplies or services, sizes, quantities, unit prices and extended totals.

### 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.

# Public Improvement Project

## Request for Bid - Informal (RFB 11-1861)

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### **PREVAILING WAGE**

The contractor, and all subcontractors and suppliers, shall be required to comply with ORS 279C.800 through 279C.870 and ensure that all workers are paid not less than, and in accordance with, the Prevailing Wages published by the Oregon Bureau of Labor and Industries. This project is covered by appropriate Bureau of Labor and Industries (BOLI) prevailing wage rates available at <http://www.boli.state.or.us> or by calling the State of Oregon Bureau of Labor and Industries at 971-673-0839. If the project is subject to Davis-Bacon Act (40U.S.C. 276A), Contractor and all sub-contractors shall pay the higher rate of state or federal prevailing wages.

Bureau of Labor and Industries  
Wage and Hour Division, Prevailing Wage Unit  
800 NE Oregon Street, #32  
Portland, OR 97232  
[www.boli.state.or.us](http://www.boli.state.or.us)

### **CERTIFIED PAYROLL**

The Contractor and all sub-contractors, in compliance with ORS 279C.845, shall file certified payroll statements with Metro Project Manager to be due once per month by the fifth business day of the following month. Metro shall retain 25% of any amount earned by Contractor if certified payrolls are not submitted as required. Contractor shall retain 25% of sub-contractor earnings if sub-contractor certified payrolls are not submitted as required. Upon receipt of appropriate certified payrolls, Metro and Contractor shall release any amounts so retained within fourteen (14) days.

### **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 Section 2.04.100, which encourages the use of minority, women and emerging small businesses (MWESB) sub-contractors to the maximum extent practical.

Copies of these MWESB requirements are available from Metro Procurement Services, 600 NE Grand Avenue, Portland, OR 97232 or by calling 503-797-1648.

### **NOTICE TO ALL BIDDERS**

The public contract included herein is a standard agreement approved for use by the Office of Metro Attorney. This is the contract the successful Bidder will enter into with Metro; it is included for your review prior to submitting a bid. Any proposed revisions to the contract must be submitted with the bid. Metro shall not be required to consider any revisions raised during contract award.

# Public Improvement Project

## Public Improvement Bid Response (RFB 11-1861)

### CONTENTS

Note: The following documents (1-12) **must be returned** as part of the bid response or the bid will be considered non-responsive.

	Bid Response Packet Contents	Due By Bid Due Date and Time	Due Within Two Hours of Bid Closing	Due Within Seven Days of Award Notification
1	Bidder's Checklist	✓		
2	Bid Forms	✓		
3	Schedule of Bid Prices	✓		
4	First-Tier Subcontractor Disclosure Form		✓	
5	Addenda/Surety	✓		
6	Good Faith/ MBE/WBE/ESB Program Form		✓	
7	Resident/Non-Resident Bidder Status	✓		
8	Contractor Qualification Statement	✓		
9	Drug Certification Form	✓		
10	Signature Page	✓		
11	Bid Bond	✓		
12	Labor & Material Payments Bond			✓
13	Performance Bond			✓
14	Standard Public Contract			✓
15	Scope of Work- Attachment A			✓



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

# Public Improvement Project

## Public Improvement Bid Response (RFB 11-1861)

### BIDDER'S 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 Bid Due Date and Time as indicated on the RFB cover page  
 BID WILL BE CONSIDERED NON-RESPONSIVE WITHOUT THE FOLLOWING DOCUMENTS  
 BID**

- 1.
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.
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. **REGISTRATION NO:** \_\_\_\_\_ with Construction Contractors Board.
8. **METRO CONTRACTOR QUALIFICATION STATEMENT**
9. **CERTIFICATE OF EMPLOYEE DRUG TESTING PROGRAM**
10. **DOING BUSINESS AS:** Provide any assumed names utilized.

#### TO BE SUBMITTED IN SEPARATE ENVELOPE WITHIN TWO HOURS OF BID DUE DATE AND TIME

#### 2. MBE/WBE/ESB PROGRAM FORMS\*

#### PRIOR TO AWARD:

- Financial records** and other information in accordance with ORS 279C at the option of Metro's Project Manager
  - Performance Bond:** Cost of the Bond shall be included in the Bid.
  - Labor and Materials Bond:** Cost of the Bond shall be included in the Bid.
- Bond amounts shall each equal 100% of contract total, or as stated in RFB.

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

SIGNATURE OF AUTHORIZED PERSON



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

# Public Improvement Project

## Public Improvement Bid Response (RFB 11-1861)

### BID FORMS

**NOTE TO BIDDER:** Bidders must provide all of the information requested in this Bid. Bidder should type or use ink for completing this Bid.

To: Metro Procurement Office, 600 N.E. Grand Avenue, Portland, OR 97232

Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

Bidder's Contact: \_\_\_\_\_ Telephone: \_\_\_\_\_ Date: \_\_\_\_\_

### BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of Metro, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Contract.

The Bidder further declares that it has carefully examined the Contract Documents for the completion of the Work, has personally inspected the Site, has satisfied itself as to the Work involved, and that this Bid is made in accordance with the provisions and under the terms of the Contract Documents, which are hereby made a part of this Bid.

Any printed matter on any letter or paper enclosed herewith which is not part of the Bidding Documents or which was not requested by Metro is not to be considered a part of this Bid, and the undersigned agrees that such printed matter shall be entirely disregarded and, notwithstanding such printed matter, that the Bid is a bid to do the Work and furnish the labor and materials and all other things required by the Contract Documents strictly within the time and in accordance with such Specifications. This Bid is irrevocable for sixty- (60) days following the date of the opening of Bids.

### BID SECURITY

Bid security in the form of a certified check, cashier's check or bid bond as further described in the Instructions for Bidders and in the amount of five percent (5%) of the total bid price is enclosed herewith and is subject to all the conditions stated in the Instructions for Bidders.

### CONTRACT EXECUTION, BONDS AND INSURANCE

The Bidder agrees that if this Bid is accepted, it will, within seven (7) days after award of the Contract by the Metro Council, sign the Construction Agreement in the form annexed hereto, and will at that time deliver to Metro the Performance Bond and the Labor and Materials Payment Bond required herein and in the form annexed hereto, along with all certificates of insurance and certified copies of insurance policies specified and required in these Contract Documents, and will, to the extent of its Bid, furnish all machinery, tools, apparatus, and other means of operation and construction and do the Work and furnish all the materials necessary to complete all Work as specified or indicated in the Contract Documents

### COMMENCEMENT OF WORK AND CONTRACT COMPLETION TIME

The time frame for the award and execution of this Contract shall be as described in the Instructions for Bidders and other Contract Documents. The Successful Bidder further agrees to commence the Work within five (5) days of issuance of the Notice to Proceed and to diligently prosecute the Work to its final completion in accordance with the Contract Documents.

### ADJUSTED PAYMENTS

In the event the Bidder is awarded the Contract and fails to complete the Work in compliance with the time required by the Contract Documents, adjusted payments shall be paid to Metro as described in the General Conditions.

### SALES AND USE TAXES

The Bidder agrees that all applicable federal, state and local sales and use taxes are included in the stated bid prices for the Work.

### LUMP SUM AND UNIT PRICE WORK

The Bidder further proposes to accept as full payment for the Work proposed herein the amounts computed under the provisions of the Contract Documents and based on the listed lump sum and unit price amounts. The amounts shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern.

### PREVAILING WAGES FOR PUBLIC WORK

Bidder hereby certifies that the provisions of ORS 279C.800 - 279C.870, regarding prevailing wages, shall be complied with on this project.



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# Public Improvement Project

## Public Improvement Bid Response (RFB 11-1861)

### SCHEDULE OF BID PRICES

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

Item	Description	Qty	Unit		Total Amount (in figures)
First floor lighting retrofit	1	50		Total price less ETO incentive.	
Second floor lighting retrofit	1	50		Total price less ETO incentive.	
Third floor lighting retrofit	1	50		Total price less ETO incentive.	
<b>Construction Cost Base Bid Price</b>					
					Total Base Bid Price (in words)
					DOLLARS

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

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

Signature \_\_\_\_\_

Title \_\_\_\_\_



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## Public Improvement Bid Response (RFB 11-1861)

<b>BID ALTERNATES</b>			
<b>Add Alternate #1 -</b> (enter description) <b>BETC 1<sup>st</sup> floor credit</b>			
Price for Add Alternate #1 (in words)			
(			DOLLARS)
<b>Add Alternate #2 -</b> (enter description) <b>BETC 2nd floor credit</b>			
Price for Add Alternate #2 (in words)			
(			DOLLARS)
<b>Add Alternate #3 -</b> (enter description) <b>BETC 3<sup>rd</sup> floor credit</b>			
Price for Add Alternate #3 (in words)			
(			DOLLARS)

**Note: The Allowance for Incidental Unforeseen Items will be paid for only upon a pricing agreement for the extra work prior to beginning the Work. The work may be on a time and material basis or lump sum pricing submitted by Contractor and agreed upon by Metro's Project Manager.**

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

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

Signature \_\_\_\_\_

Title \_\_\_\_\_



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# Public Improvement Project

## Public Improvement Bid Response (RFB 11-1861)

### ADDENDA

The Bidder is presumed to have read and hereby acknowledges receipt and acceptance of Addenda Numbers:

(Insert No. and Date of Each Addendum Received)

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### SURETY

If the Bidder is awarded a Contract on this Bid, the surety or sureties who provide(s) the Performance Bond and Labor and Materials Payment Bond will be:

SURETY

ADDRESS

1. \_\_\_\_\_

2. \_\_\_\_\_

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

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

Signature \_\_\_\_\_

Title \_\_\_\_\_

## Public Improvement Project

### Public Improvement Bid Response (RFB 11-1861)

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#### GOOD FAITH PROGRAM

The Metro Council is committed to doing business with minority, woman-owned firms and emerging small businesses (MBE/WBE/ESB). The Council recognizes that supporting these firms will result in a stronger economy and increased competition.

To this end, Metro has established these procedures to maximize utilization of MBEs, WBE's and ESBs for Metro projects. The following steps are required to help Metro monitor the usage of these firms.

##### Good Faith Efforts Steps:

1. Identify areas in which Bidder intends to use sub-contractors.
2. Attend the Pre-Bid meeting if held. Meet any MBE/WBE/ESB firms at the Pre-Bid meeting.
3. Contact several (or all) certified MBE/WBE/ESB firms listed (with the State of Oregon) to perform the work needed. (Metro Procurement Services can provide Bidder with a list of firms upon request 503-797-1648.)
4. Negotiate with interested, available and capable MBE/WBE/ESB firms who submit competitive bids.
5. Report to Metro all sub-contractors contacted. Please include their response and price quoted.
6. List all sub-contractors that Bidder intends to use on this project.

Please note a selected MBE/WBE/ESB firm must be used unless Metro authorizes a substitution after contract award.

The following MBE/WBE/ESB Program forms are to be completed and returned as part of your Bid submission. Please contact Procurement Services at 503 797-1648 if additional information is required.



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# Public Improvement Project

## Public Improvement Bid Response (RFB 11-1861)

### MBE/WBE/ESB PROGRAM FORM

**THIS IS A REQUIRED FORM TO BE SUBMITTED WITHIN TWO HOURS OF BID CLOSING**

Bidder/Proposer \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

**Bid Closing Date and Time: AS INDICATED ON THE RFB COVER PAGE.**

**YOU MUST SUBMIT THIS FORM WITHIN TWO (2) HOURS OF THE ABOVE CLOSING DATE**

Step 1. Identify areas in which you intend to use sub-contractors.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Step 2. Attend the Pre-Bid meeting if held. Meet any MBE/WBE/ESB firms at the Pre-Bid meeting.

Name of person who attended pre-bid \_\_\_\_\_

Steps 3. List all firms contacted for sub-contracting work. (use more sheets if necessary)

Sub-contract for \_\_\_\_\_

MBE, WBE, ESB, Other	Certification #	Name of Firm	Date Contacted	Mode of Communication	Amount of Bid	Comments

Sub contract for \_\_\_\_\_

MBE, WBE, ESB, Other	Certification #	Name of Firm	Date Contacted	Mode of Communication	Amount of Bid	Comments



**Public Improvement Project**  
**Public Improvement Bid Response (RFB 11-1861)**

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**MBE/WBE/ESB PROGRAM FORM CONTINUED**

Sub contract for \_\_\_\_\_

MBE, WBE, ESB, Other	Certification #	Name of Firm	Date Contacted	Mode of Communication	Amount of Bid	Comments

Step 4: List all sub-contractors used for this project.

**BIDDER INTENDS TO SUBCONTRACT WITH THE FOLLOWING:**

MBE, WBE, ESB, Other	Certification #	Name of Firm, Address, Phone	CCB#*	Nature of Work	Dollar Value of Participation

*\*Please include Construction Contractors Board Number*

Total Bid Amount \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

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

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



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# Public Improvement Project

## Public Improvement Bid Response (RFB 11-1861)

### RESIDENT/NON-RESIDENT BIDDER STATUS

Oregon law requires that Metro, in determining the lowest responsive Bidder, must 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.

Consequently, 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) calendar months immediately preceding submission of this Bid, has a business address in Oregon, and has stated in its Bid that the Bidder is a "resident Bidder." A "non-resident Bidder" is a Bidder who is not a resident Bidder (ORS 279A.120).

The undersigned Bidder states that it is: (check one)

- 1. \_\_\_\_\_ A resident Bidder
- 2. \_\_\_\_\_ A non-resident Bidder

Indicate state in which Bidder resides: \_\_\_\_\_

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

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

Signature \_\_\_\_\_

Title \_\_\_\_\_



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# Public Improvement Project

## Public Improvement Bid Response (RFB 11-1861)

### CONTRACTOR QUALIFICATION STATEMENT

**NOTE: The prime contractor or first tier sub-contractor proposed to conduct the following work must complete this Contractor Qualification Statement:** (list type of work applicable)

The undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading:

Contractor Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-Mail \_\_\_\_\_

#### ORGANIZATION \_\_\_\_\_

How many years has your organization been in business as a Contractor? \_\_\_\_\_

Under what former names has your organization operated? \_\_\_\_\_

#### LICENSING AND BONDING

Oregon CCB# \_\_\_\_\_ Public Works Bond # \_\_\_\_\_

Other licenses \_\_\_\_\_

#### EXPERIENCE

List the type of work your organization normally performs with its own forces and the number of full time employees to be assigned to the project? \_\_\_\_\_

Does your firm own or able to obtain the necessary equipment for this job? Please indicate equipment available to conduct the work. \_\_\_\_\_



**Public Improvement Project**  
**Public Improvement Bid Response (RFB 11-1861)**

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**CONTRACTOR QUALIFICATION STATEMENT continued**

**CLAIMS AND SUITS**

Has your organization ever failed to complete any work awarded to it? \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or officers? \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years? Provide information \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Have any officers or employees been convicted of any crimes relative to a project such as this? \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**REFERENCES**

List the major construction projects your organization has **in progress**

Project Name	Owner	Architect/Engineer	Amount	% Complete	Completion Date	Contact Person	Phone #

**CONTRACTOR QUALIFICATION STATEMENT continued**

List the major public park and/or trail construction projects your organization has **completed in last 5 years**



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# Public Improvement Project

## Public Improvement Bid Response (RFB 11-1861)

Project Name	Owner	Architect/Engineer	Amount	% Complete	Completion Date	Contact Person	Phone #

List 3 subs Metro can contact for a reference.

Name	Specialty	Contact Name	Phone #

List 3 suppliers Metro can contact for a reference.

Name	Specialty	Contact Name	Phone #

### Bank Reference

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone number: \_\_\_\_\_

### Bidder signature

This information provided is true and complete.

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

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

Signature \_\_\_\_\_

Title \_\_\_\_\_





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# Public Improvement Project

## Public Improvement Bid Response (RFB 11-1861)

### SIGNATURE PAGE

The name of the Bidder submitting this Bid is \_\_\_\_\_ doing business at

\_\_\_\_\_

Street	City	State	Zip
--------	------	-------	-----

which is the full business address to which all communications concerned with this Bid and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this Bid, or of all of the partners, if the Bidder is a partnership or joint venture, or of all persons interested in this Bid as individuals are as follows:

\_\_\_\_\_

If Individual

IN WITNESS hereto the undersigned has set his/her hand this \_\_\_\_ day of 20\_\_

Signature of Bidder \_\_\_\_\_

Printed Name of Bidder \_\_\_\_\_

Title \_\_\_\_\_

If Partnership or Joint Venture

IN WITNESS hereto the undersigned has set his/her hand this \_\_\_\_ day of 20\_\_.

\_\_\_\_\_

Name of Partnership or Joint Venture

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

\_\_\_\_\_

Printed Name of Person Signing

Title: \_\_\_\_\_

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this \_\_\_\_ day of 20\_\_.

\_\_\_\_\_

Name of Corporation

\_\_\_\_\_

State of Incorporation

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

\_\_\_\_\_

Printed Name of Person Signing

Title: \_\_\_\_\_



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# Public Improvement Project

## Public Improvement Bid Response (RFB 11-1861)

### BID BOND

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

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

**NOTE: Bidders must use this form, not a surety company form**

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



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# Public Improvement Project

## Public Improvement Bid Response (RFB 11-1861)

### LABOR AND MATERIAL PAYMENTS 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.

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 \_\_\_\_\_



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# Public Improvement Project

## Public Improvement Bid Response (RFB 11-1861)

\_\_\_\_\_ 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



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# Public Improvement Project

## Public Improvement Bid Response (RFB 11-1861)

### PERFORMANCE BOND

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

KNOW BY ALL MEN BY THESE PRESENT:

We the undersigned \_\_\_\_\_ as PRINCIPAL (hereinafter called CONTRACTOR), and \_\_\_\_\_ a corporation organized and existing under and by virtue of the laws of the state of \_\_\_\_\_ 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 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, to pay to METRO as OBLIGEE (hereinafter called METRO), the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful money of the United States of America.

WHEREAS, the CONTRACTOR 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, the condition of this obligation is such that if the CONTRACTOR shall promptly, truly and faithfully perform all the undertakings, covenants, terms, conditions, and agreements of the aforesaid \_\_\_\_\_, METRO having performed its obligations thereunder, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever CONTRACTOR shall be declared by METRO to be in default under the Contract Documents for the project described herein, the SURETY may promptly remedy the default, or shall promptly complete the \_\_\_\_\_ in accordance with the Contract Documents and the project Specifications. SURETY, for value received, further stipulates and agrees that all changes, extensions of time, alterations, or additions to the terms of the Contract or Specifications for \_\_\_\_\_ are within the scope of the SURETY's undertaking on this bond, and SURETY hereby waives 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 \_\_\_\_\_ or to the Work or to the Specifications shall automatically increase the obligation of the Surety hereunder in a like amount, provided that such increase shall not exceed twenty-five percent (25%) of the original amount of the obligation without the consent of the Surety.



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# Public Improvement Project

## Public Improvement Bid Response (RFB 11-1861)

This obligation shall continue to bind the PRINCIPAL and SURETY, notwithstanding successive payments made hereunder, until the full amount of the obligation is exhausted.

No right of action shall accrue on this bond to or for the use of any person or corporation other than METRO or its heirs, executors, administrators, successors or assigns.

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



Metro

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Portland, OR 97232-2736  
503-797-1700

# Standard Public Contract

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METRO CONTRACT NO. XXXXXX

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 Company Name, whose address is address, City, State Zip, hereinafter referred to as the "CONTRACTOR."

THE PARTIES AGREE AS FOLLOWS:

## ARTICLE I SCOPE OF WORK

CONTRACTOR shall perform the work and/or deliver to METRO the goods described in the Scope of Work attached hereto as Attachment A. All services and goods shall be of good quality and, otherwise, in accordance with the Scope of Work.

## ARTICLE II TERM OF CONTRACT

The term of this Contract shall be for the period commencing Month XX, 201X through and including Month XX, 201X.

## ARTICLE III CONTRACT SUM AND TERMS OF PAYMENT

METRO shall compensate the CONTRACTOR for work performed and/or goods supplied as described in the Scope of Work. METRO shall not be responsible for payment of any materials, expenses or costs other than those which are specifically included in the Scope of Work. Payment shall be made by METRO on a Net 30 day basis upon approval of CONTRACTOR invoice.

## 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, consequential damages or any other damages. Termination by METRO will not waive any claim or remedies it may have against CONTRACTOR.

## ARTICLE VI INSURANCE & BONDS

CONTRACTOR shall purchase and maintain at the CONTRACTOR'S expense, the following types of insurance, covering the CONTRACTOR, its employees, and agents:

- A. The most recently approved ISO (Insurance Services Office) Commercial General Liability policy, or its equivalent, written on an occurrence basis, with limits not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. The policy will include coverage for bodily injury, property damage, personal injury, contractual liability, premises and products/completed operations. CONTRACTOR'S coverage will be primary as respects Metro;
- B. Automobile insurance with coverage for bodily injury and property damage and with limits not less than minimum of \$1,000,000 per occurrence;



## Standard Public Contract

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- C. Workers' Compensation insurance meeting Oregon statutory requirements including Employer's Liability with limits not less than \$500,000 per accident or disease; and
- D. If required by the Scope of Work, Professional Liability Insurance, with limits of not less than \$1,000,000 per occurrence, covering personal injury and property damage arising from errors, omissions or malpractice.

METRO, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS on Commercial General Liability and Automobile policies.

CONTRACTOR shall provide to Metro 30 days notice of any material change or policy cancellation.

CONTRACTOR shall provide Metro with a Certificate of Insurance complying with this article upon return of the CONTRACTOR signed agreement to Metro.

CONTRACTOR shall not be required to provide the liability insurance described in this Article only if an express exclusion relieving CONTRACTOR of this requirement is contained in the Scope of Work.

In addition, for public works subject to ORS 279C.800 to 279C.870, CONTRACTOR and every subcontractor shall have a public works bond required by 2005 Oregon Laws Chapter 360 filed with the Construction Contractors Board before starting work on the project, unless exempt under Section 2 of 2005 Oregon Laws Chapter 360.

### ARTICLE VII 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 required by 1989 Oregon Laws, Chapter 684.

For public work subject to ORS 279C.800 to 279C.870, the CONTRACTOR shall pay prevailing wages. If such public work is subject both to ORS 279C.800 to 279C.870 and to 40 U.S.C. 276a, the CONTRACTOR and every subcontractor on such public work shall pay at least the higher prevailing wage. The CONTRACTOR and each subcontractor shall pay workers not less than the specified minimum hourly rate of wage in accordance with Section 7 of 2005 Oregon Laws Chapter 360. METRO shall pay an administrative fee as provided in ORS 279C.825(1) to the Bureau of Labor and Industries pursuant to the administrative rules established by the Commissioner of Labor and Industries. CONTRACTORS must promptly pay, as due, all persons supplying to such contractor labor or material used in this contract. If the CONTRACTOR or first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the public contracting agency or a contractor, the CONTRACTOR or first-tier subcontractor shall owe the person the amount due plus shall pay interest in accordance with ORS 279C.515. If the CONTRACTOR or first-tier subcontractor fails, neglects, or refuses to make payment, to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. CONTRACTOR must pay any and all contributions and amounts due to the Industrial Accident Fund from contractor or subcontractor and incurred in the performance of the contract. No liens or claims are permitted to be filed against Metro on account of any labor or material furnished. CONTRACTORS are required to pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

For public improvement work all CONTRACTORS must demonstrate that an employee drug-testing program is in place.

### 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.



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## ARTICLE IX QUALITY OF GOODS AND SERVICES

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. All workers and subcontractors shall be skilled in their trades. CONTRACTOR guarantees all work against defects in material or workmanship for a period of one (1) year from the date of acceptance or final payment by METRO, whichever is later. All guarantees and warranties of goods furnished to CONTRACTOR or subcontractors by any manufacturer or supplier shall be deemed to run to the benefit of METRO.

## ARTICLE X OWNERSHIP OF DOCUMENTS

Unless otherwise provided herein, all documents, instruments and media of any nature produced by CONTRACTOR pursuant to this agreement are Work Products and are the property of METRO, including but not limited to: drawings, specifications, reports, scientific or theoretical modeling, electronic media, computer software created or altered specifically for the purpose of completing the Scope of Work, works of art and photographs. Unless otherwise provided herein, upon METRO request, CONTRACTOR shall promptly provide METRO with an electronic version of all Work Products that have been produced or recorded in electronic media. METRO and CONTRACTOR agree that all work Products are works made for hire and Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such Work Products.

- A. CONTRACTOR and subcontractors shall maintain all fiscal records relating to such contracts in accordance with generally accepted accounting principles. In addition, CONTRACTOR and subcontractors shall maintain any other records necessary to clearly document:
1. The performance of the CONTRACTOR, including but not limited to the contractor's compliance with contract plans and specifications, compliance with fair contracting and employment programs, compliance with Oregon law on the payment of wages and accelerated payment provisions; and compliance with any and all requirements imposed on the CONTRACTOR or subcontractor under the terms of the contract or subcontract;
  2. Any claims arising from or relating to the performance of the CONTRACTOR or subcontractor under a public contract;
  3. Any cost and pricing data relating to the contract; and
  4. Payments made to all suppliers and subcontractors.
- B. CONTRACTOR and subcontractors shall maintain records for the longer period of (a.) six years from the date of final completion of the contract to which the records relate or (b.) until the conclusion of any audit, controversy or litigation arising out of or related to the contract.
- C. CONTRACTOR and subcontractors shall make records available to METRO, and its authorized representatives, including but not limited to the staff of any METRO department and the staff of the METRO Auditor, within the boundaries of the METRO region, at reasonable times and places regardless of whether litigation has been filed on any claims. If the records are not made available within the boundaries of METRO, the CONTRACTOR or subcontractor agrees to bear all of the costs for METRO employees, and any necessary consultants hired by METRO, including but not limited to the costs of travel, per diem sums, salary, and any other expenses that Metro incurs, in sending its employees or consultants to examine, audit, inspect, and copy those records. If the CONTRACTOR elects to have such records outside these boundaries, the costs paid by the CONTRACTOR to METRO for inspection, auditing, examining and copying those records shall not be recoverable costs in any legal proceeding.
- D. CONTRACTOR and subcontractors authorize and permit METRO and its authorized representatives, including but not limited to the staff of any METRO department and the staff of the METRO Auditor, to inspect, examine, copy and audit the books and records of CONTRACTOR or subcontractor, including tax returns, financial statements, other financial documents and any documents that may be placed in escrow according to any contract requirements. METRO shall keep any such documents confidential to the extent permitted by Oregon law, subject to the provisions of section E.
- E. CONTRACTOR and subcontractors agree to disclose the records requested by METRO and agree to the admission of such records as evidence in any proceeding between METRO and the CONTRACTOR or subcontractor, including, but not limited to, a court proceeding, arbitration, mediation or other alternative dispute resolution process.



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F. CONTRACTOR and subcontractors agree that in the event such records disclose that METRO is owed any sum of money or establish that any portion of any claim made against Metro is not warranted, the CONTRACTOR or subcontractor shall pay all costs incurred by METRO in conducting the audit and inspection. Such costs may be withheld from any sum that is due or that becomes due from METRO.

G. Failure of the CONTRACTOR or subcontractor to keep or disclose records as required by this document or any solicitation document may result in disqualification as a bidder or proposer for future Metro contracts as provided in ORS 279B.130 and Metro Code Section 2.04.070(c), or may result in a finding that the CONTRACTOR or subcontractor is not a responsible bidder or proposer as provided in ORS 279B.110 and Metro Code Section 2.04.052.

### ARTICLE XI SUBCONTRACTORS

CONTRACTOR shall contact METRO prior to negotiating any subcontracts and CONTRACTOR shall obtain approval from METRO before entering into any subcontracts for the performance of any of the services and/or supply of any of the goods covered by this Contract.

METRO reserves the right to reasonably reject any subcontractor or supplier and no increase in the CONTRACTOR'S compensation shall result thereby. All subcontracts related to this Contract shall include the terms and conditions of this agreement. CONTRACTOR shall be fully responsible for all of its subcontractors as provided in Article IV.

### ARTICLE XII RIGHT TO WITHHOLD PAYMENTS

METRO shall have the right to withhold from payments due CONTRACTOR such sums as necessary, in METRO's sole opinion, to protect METRO against any loss, damage or claim which may result from CONTRACTOR'S performance or failure to perform under this agreement or the failure of CONTRACTOR to make proper payment to any suppliers or subcontractors. In addition for public improvement work, if a CONTRACTOR is required to file certified statements under ORS 279C.845, METRO shall retain 25 percent of any amount earned by the CONTRACTOR on the public works until the contractor has filed all required certified statements with METRO.

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 procurement documents including, but not limited to, the Advertisement for Bids, Proposals or responses, 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 laws of the state of Oregon shall govern the construction and interpretation of this Contract.



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## ARTICLE XV 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 XVI INTERGOVERNMENTAL COOPERATIVE AGREEMENT

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 or is not applicable to this Contract.**

## ARTICLE XVII ASSIGNMENT

CONTRACTOR shall not assign any rights or obligations under or arising from this Contract without prior written consent from METRO.

CONTRACTOR

METRO

By \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

# Standard Public Contract

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Metro Contract No. XXXXXX

**1. Purpose and Goal of Work**

**2. Description of the Scope of Work**

**3. Deliverables/Outcomes**

**4. Payment and Billing**

Contractor shall perform the above work for a maximum price not to exceed XXXXXXX AND XX/100<sup>TH</sup> DOLLARS (\$XXXXXX.XX).

The maximum price includes all fees, costs and expenses of whatever nature. Each of Metro's payments to Contractor shall equal the percentage of the work Contractor accomplished during the billing period. Contractor's billing invoices will include an itemized statement of work done and expenses incurred during the billing period, will not be submitted more frequently than once a month, and will be sent to Metro, Attention: Accounts Payable, 600 NE Grand Avenue, Portland, OR 97232-2736. Payment shall be made by Metro on a Net 30 day basis upon approval of Contractor invoice.