Native Seed

RFB 12-1988

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

Project Manager
Ryan Jones
Ryan.jones@oregonmetro.gov
503-964-0513

Procurement Analyst
Sharon Stiffler, CPPB
Sharon.Stiffler@oregonmetro.gov
503-797-1613

Notice is hereby given that bids for RFB 12-1988 Native Seed shall be received by Metro, 600 NE Grand Avenue, Portland OR 97232 until 2:00 p.m. on October 11, 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.

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

Request for bids (RFB 12-1988)

Metro is requesting bids for Native Seed for the Sustainability Center, Natural Areas Program. Bids are due to be received (postmarks not accepted) no later the date and time indicated on the RFB cover page at Metro, 600 NE Grand Avenue, Portland, OR 97232, Attention: Sharon Stiffler . Bids will be publicly opened and read at the date and time indicated on the RFB cover page in room 275.

The contract contemplated consists of native plant seed to be used for restoration projects on Metro-owned lands. The Contractor shall supply native wild collected or field grown seed (local genotype) of the seed species listed under Schedule of Bid Prices. Bids will be based on the lowest unit price for each seed species. Multiple contracts may be awarded based on seed availability and price. Bidders do not have to bid on each species.

The term of the contract is anticipated to be October 2011 through November 2013. Metro reserves the right to renew contracts for three additional, one year terms, not to exceed a total of five (5) years. Any price increase shall be negotiated with Metro project manager.

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

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

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

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

Request for bids (RFB 12-1988)

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BID FORMS

- Bid Checklist
- Schedule of Bid Prices with Extension of Pricing to Other Jurisdictions
- Bid Bond
- Recycling Certificate of Compliance
- Goods & Supplies Contract

INSTRUCTIONS TO BIDDERS

BID

Metro is soliciting Bids for Native Seed. Bids must be enclosed in a sealed envelope and mailed or delivered to Metro Procurement Services, 600 NE Grand Avenue, Portland, Oregon 97232-2736, Attention: Sharon Stiffler RFB 12-1988, no later than the date and time indicated on the RFB cover page, and will be publicly opened and read at that time in room 275. A formal bid may not be submitted by facsimile (FAX) transmittal or email.

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

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

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

All bids must be on the forms furnished by Metro or they may be rejected by Metro.

Bids shall be open at a public bid opening conducted by Metro. Only bidder name and bid pricing will be read aloud. Metro will then proceed with bid evaluation prior to notifying bidders of the selected contractor.

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 Procurement Analyst, 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 which is received from the successful Bidder after award of contract which makes the terms of the Bid more favorable or advantageous to Metro will be considered, and may thereafter be accepted. To be effective, every modification must be made in writing over the signature of the Bidder.

WITHDRAWAL OF BIDS

A Bidder may withdraw its bid by written request which are received prior to the scheduled closing time for filing Bids. Negligence on the part of the Bidder in preparing his or her bid confers no right to withdraw the bid after the scheduled closing time for filing Bids.

LATE BID
Bids received after the scheduled closing time for filing Bids will be returned to the Bidder unopened, unless such closing time is extended by Metro in writing

EXECUTION
Each Bid shall give the Bidder's full business address and bear its legal signature.

Bids by partnerships must list the full name of all partners and be signed by a partner or agent authorized to execute the contract on behalf of the partnership and identified by printed name and title.

Bids by corporations must bear the legal name of the corporation, the name of the state of incorporation, and the signature of the officer or agent authorized to legally bind the corporation.

Upon request by Metro, satisfactory evidence of the authority of the partner or officer shall be furnished.

If an agent who is not an officer of the corporation or a member of the partnership signs the Bid, a notarized Power of Attorney must be on file with Metro prior to the opening of Bids or be submitted with the Bid. Without such notice of authority, the Bid shall be considered improperly executed, defective and therefore nonresponsive.

A Bid submitted by a joint venture must include a certified copy of the terms and conditions of the agreement creating the joint venture.

EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK
It is understood that the Bidder, before submitting a Bid, has made a careful examination of the plans, specifications, and contract; that it has fully informed itself as to the quality and quantity of materials and the character of the work required; and that it has made a careful examination of the location and condition of the work and the sources of supply for materials.

COMPLIANCE
Each Bidder shall inform itself of, and the Bidder awarded a contract shall comply with, federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, waste reduction and recycling, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees and similar subjects.

PERMITS AND LICENSES
Each Bidder shall obtain and include in his Bid the cost for all permits and licenses which may be required to perform the contract.

CONFLICT OF INTEREST
A Bidder filing a bid thereby certifies that no officer, agent, or employee of Metro or Metro has a pecuniary interest in this Bid or has participated in contract negotiations on behalf of Metro; that the bid is made in good faith without fraud, collusion, or connection of any kind with any other Bidder for the same call for Bids; the Bidder is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

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

LATEST MODEL
Parts and materials must be new, of latest model, of current date, and meet specifications. This provision excludes all surplus, remanufactured, and used products, unless such material is proposed in lieu of items specified.

"OR APPROVED EQUAL" CLAUSE
In order to establish a basis of quality, certain processes, types of machinery and equipment, or kinds of materials may be specified, either by description of process or by designating a manufacturer by name and referring to his brand or product designation, or by specifying a kind of material. It is not the intent of these specifications to exclude other processes, equipment, or materials of equal value, utility or merit.

Whenever a process is designated or a manufacturer's name, brand, or product is described, it shall be understood that the words, "or approved equal" follow such name, designation, or description, whether in fact they do so or not.

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.

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

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

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

PRICES
All prices submitted shall be firm during the contract period. If unit prices are requested, they should be provided for each unit on which there is a Bid. In case of mistake in extension of price, unit prices shall govern. All prices shall be F.O.B. the destination designated by Metro.

WARRANTY / GUARANTY
Each Bid for the furnishing of materials and equipment shall provide an explanation of both the Bidder's and manufacturer's warranties on materials and workmanship.

Every Bid shall indicate any warranty costs to Metro, including but not limited to, all parts, labor, and shipping costs required for compliance with any specific requirement(s) contained in the special conditions.

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

DELIVERY
Each Bidder shall provide a delivery schedule for each item offered. The successful Bidder shall notify Metro, in writing, within five (5) business days of order if delivery cannot be completed as proposed and required.

Upon receipt of such notice from the successful Bidder, Metro reserves the right to cancel the order and make the purchase from the second lowest, responsible Bidder.

If Metro does not elect to cancel the contract initially, subsequent failure to meet the then current delivery requirement does not foreclose Metro's option for later cancellation.

BID SECURITY
All Bids must be accompanied by a bid security in the form of a cashier's check, certified check, irrevocable letter of credit, or a bid bond issued by a surety authorized to conduct such business in the state of Oregon. Security shall be in the amount of Five Hundred Dollars ($500.00). 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 with 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 finally executed, after which all Bid securities, other than those which have been forfeited, will be returned to the respective Bidders whose Bid they accompanied.

RESIDENT / NON-RESIDENT BIDDER
Oregon law requires Metro, in determining the lowest responsive Bidder, to add a percent increase on the Bid of a non-resident Bidder equal to the percent, if any, of the preference given to that Bidder in the state in which that Bidder resides. Therefore, each Bidder must indicate whether it is a resident or non-resident Bidder. A resident Bidder is a Bidder that has paid unemployment taxes or income taxes in the state of Oregon during the last twelve (12) months immediately preceding submission of this Bid, has a business address in Oregon, and has stated in its Bid that it is a “resident Bidder.”

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

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

GENERAL CONDITIONS

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.

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

CONTRACT
Within 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 certificate and bonds.

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
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 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, and all subsequent subcontractors and suppliers performing work pursuant to this contract shall provide Workers' Compensation benefits as required by and in accordance with all applicable state and federal laws.

NOTICE OF ASSIGNMENT
Metro will not recognize any assignment or transfer of any interest in this contract without written approval of the Procurement Officer 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 Administrative Rules, Oregon Occupational Safety and Health Division, OAR 437-002, Subdivision Z-Toxic and Hazardous Substances (1910,1200 Hazard Communication).

Therefore, the Contractor and all subcontractors and suppliers within his control shall notify Metro and all parties to the agreement as to:

- Hazardous materials to which they may be exposed on site;
- Employee measures to lessen the possibility of exposure;
- All contractor measures to reduce the risk;
- Procedures to follow if exposed.

The Contractor shall provide Metro with all Material Safety Data Sheets (MSDS) prior to delivery or introduction of the material on site.

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

DELIVERY TIMES
The Contractor shall deliver on business days between the hours of 8:00 a.m. and 5:00 p.m. Unloading must be completed by 5:00 p.m. unless approved in advance by Metro. Requests for such approval must be received by Metro at least three (3) days prior to delivery. Contractor shall assume all risk of deliveries made during hours beyond those listed above.

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

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

INVOICES

Invoices shall be prepared and submitted unless otherwise specified. Invoices shall contain the following information: Contract or Purchase Order number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices and extended totals. Invoice should also state name of the unit or department to which the merchandise was shipped or delivered. Invoices will be paid by Metro on a Net 30 day basis.

LAW OF STATE OF OREGON

This contract is entered into within the state of Oregon, and the law of said State, whether substantive or procedural, shall apply and be followed with respect to this contract.

SPECIAL CONDITIONS

MINORITY, WOMEN AND EMERGING SMALL BUSINESS PROGRAM

In the event that any subcontracts are to be utilized in the performance of this agreement, the Bidder's attention is directed to Metro Code provisions 2.04.100, which encourages the use of minority, women, and emerging small businesses (MWESB) to the maximum extent practical. Copies of these MWESB requirements are available from the Metro Procurement Office, 600 NE Grand Avenue, Portland, OR 97232, 503-797-1648.

NOTICE TO ALL BIDDERS

The attached agreement included herein reflects preliminary, draft contract language and selected, proposed contract terms for this procurement. Bidders should be aware that such language terms and provisions are for illustrative purposes only and that Metro reserves the right, following submission and ranking of all bids submitted in response to this procurement, to amend, modify or negotiate over any and all such contract language, terms and provisions before making a final determination regarding the issuance of the Notice of Intent to Award the agreement rising from this procurement. By submitting a bid in response to this procurement, bidders acknowledge that they are aware of and do not object to any later, potential amendment and modification of such preliminary, draft language and terms. In addition, by responding to this procurement, bidders acknowledge that they are aware of their ability to offer alternatives to any of the preliminary, draft contract language and proposed contract terms set forth herein.

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

Request for bids (RFB 12-1988)

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

1. **BID**

2. **BID BOND**: Bidder has complied with Metro's requirements for 5% bid surety and guarantees that this bid is irrevocable for the period specified herein.

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. **CERTIFICATE OF COMPLIANCE** for recycling.

8. **DOING BUSINESS AS**: Provide any assumed names utilized.

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

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

Request for bids (RFB 12-1988)

Technical Specifications

1.0 GENERAL

The Contractor shall supply native wild collected or field grown seed (local genotype) of the seed species listed above, in compliance with the terms and specifications contained herein. Metro will use the seed for restoration projects on Metro-owned lands.

2.0 SPECIFICATIONS APPLICABLE TO ALL ITEMS

2.1 Unless otherwise specified all seed shall be field grown or wild collected at sites under one thousand five hundred (1500) foot elevation and within Washington, Clackamas, Multnomah, Yamhill, Marion, Polk, Benton, Linn and Lane counties areas of Oregon or Clark County of western Washington.

2.2 All native seed (with the exception of grass species) shall be no more than second (2nd) generation removed from wild collected seed unless otherwise approved by Metro staff.

2.3 Grass seed shall be no more than fifth (5th) generation removed from wild collected seed unless otherwise approved by Metro staff.

2.4 All seed shall be processed to meet purity standards, including debarring of awns if necessary. Seed processing shall be defined by cleaning seed by a variety of standard methods to remove debris, straw material, weed and other undesirable seed.

2.5 Seed shall be bagged by individual species. Bags shall meet existing industry standards and not exceed fifty (50) pounds. All bags shall be labeled with the following: name of company, species (genus and species), weight, and date bagged. All bags shall be sewn closed.

2.6. Seed moisture content in bags shall not exceed 10%.

2.7 Contractor shall store seeds until time of delivery in a temperature and humidity controlled environment.

3.0 DELIVERY

The <u>cost of each delivery shall be included as a line item price</u> under Schedule of Bid Prices. Metro may elect for multiple deliveries.

The Contractor shall deliver the full lot of seed to Metro's Tualatin River Field Station on Borland Road at 2661 SW Borland Road, Tualatin Oregon, 97062. Each delivery shall include a ship ticket with the Contractors name, date of delivery, species delivered and quantities. Contractor shall coordinate with the Metro project manager for a mutually agreeable delivery date.

4.0 INSPECTION/ACCEPTANCE/PAYMENT

Metro or its representative will inspect delivered seed for compliance with all specifications as a basis for acceptance and payment. Inspections shall identify any deviations from the specifications. Any such deviation shall be corrected immediately.

4.1 Unsatisfactory seed quality shall be determined solely by Metro and will include any products not meeting specifications.

4.2 If the seed quality is unsatisfactory, Metro will immediately notify the Contractor in writing. If the seed quality is not raised to an acceptable level within five (5) consecutive workdays after written notifications, Metro may cancel the contract.

4.3 Payment will be made on items received and according to the unit costs listed in Attachment A. Payment will be made within 30 days of receipt of invoice.

4.4 The billing statement shall be sent to:

Metro
Attn: Accounts Payable
600 NE Grand Avenue
Portland, Oregon 97232

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

Request for Bids (RFB 12-1988)

Bidder Name and Date:_____

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:

SPECIES	COMMON NAME	ESTIMATED BID REQUEST (Whole or Tenths of LBS)	SEED ORIGIN (County)	SEED GENERATION (Gen number or list as wild collected (WC))	QUANTITY AVAILABLE (List in whole tenths of LBS.)	PRICE PER LBS. ($) < 5 LB	PRICE PER LBS. ($) 5-10 LB	PRICE PER LBS. ($) 10-50 LB	Price PER LBS. ($) >50 LB	PRICE PER OZ. ($)
EXAMPLE SPECIES 1	EXAMPLE SPECIES 1	100.0 *	Washington	WC	100	$ 64.00	$ 60.00	$ 57.00	$53.00	$ 5.00
EXAMPLE SPECIES 2	EXAMPLE SPECIES 2	5.0	Yamhill	Gen-2	3	$ 200.00	N/A	N/A	N/A	$ 16.00
EXAMPLE SPECIES 3	EXAMPLE SPECIES 3	N/A **	Washington	WC	N/A	$ 127.00	$ 121.00	$ 114.00	$ 110.00	$ 10.00
Achillea millefolium	yarrow	11								
Achlys triphylla ***	vanilla leaf	0.25								
Actaea rubra ***	baneberry	N/A								
Adenocaulon bicolor ***	pathfinder	N/A								
Agrostis exarata	spike bentgrass	135								
Anaphalis margaritacea	pearly everlasting	N/A								
Aquilegia formosa	Western columbine	5								
Aruncus dioicus ***	goat's beard	N/A								
Asarum caudatum ***	wild ginger	N/A								
Bromus sitchensis	sitka brome	5								
Bromus vulgaris	Columbia brome	110								
Calypso bulbosa ***	fairyslipper	N/A								
Camassia leichtlinii	large camas	1								
Camassia quamash	common camas	N/A								
Carex deweyana	Dewey's sedge	N/A								
Carex sitchensis	sitka sedge	5								
Carex stipata	sawbeak sedge	5								
Clarkia amoena	farewell-to-spring	17								
Claytonia perfoliata ***	miner's lettuce	1								
Claytonia sibirica ***	Siberian miner's lettuce	1								
Collinsia grandiflora	large-flowered blue-eyed mary	27								
Collomia grandiflora	Large-flowered collomia	10								
Danthonia californica	California oatgrass	55.5								
Deschampsia cepitosa	tufted hairgrass	56								
Deschampsia elongata	slender hairgrass	415								

Request for Bids (RFB 12-1988)

Bidder Name and Date:_____

SPECIES	COMMON NAME	ESTIMATED BID REQUEST (Whole or Tenths of LBS)	SEED ORIGIN (County)	SEED GENERATION (Gen number or list as wild collected (WC))	QUANTITY AVAILABLE (List in whole tenths of LBS.)	PRICE PER LBS. ($) < 5 LB	PRICE PER LBS. ($) 5-10 LB	PRICE PER LBS. ($) 10-50 LB	Price PER LBS. ($) >50 LB	PRICE PER OZ. ($)
EXAMPLE SPECIES 1	EXAMPLE SPECIES 1	100.0 *	Washington	WC	100	$ 64.00	$ 60.00	$ 57.00	$53.00	$ 5.00
EXAMPLE SPECIES 2	EXAMPLE SPECIES 2	5.0	Yamhill	Gen-2	3	$ 200.00	N/A	N/A	N/A	$ 16.00
EXAMPLE SPECIES 3	EXAMPLE SPECIES 3	N/A **	Washington	WC	N/A	$ 127.00	$ 121.00	$ 114.00	$ 110.00	$ 10.00
Dicentra formosa ***	Pacific bleeding heart	N/A								
Disporum hookeri ***	Hooker's fairybells	0.25								
Elymus glaucus	blue wildrye	90								
Elymus trachycaulus	slender wheatgrass	N/A								
Eriophyllum lanatum	Oregon sunshine	12								
Festuca californica	California fescue	5								
Festuca occidentalis	Western fescue	30								
Festuca roemerii	Roemer's fescue	271								
Geranium oreganum	Oregon geranium	5								
Gilia capitata	globe gilia	25								
Glyceria occidentalis	Northwestern mannagrass	5								
Hordeum brachyantherum	meadow barley	40								
Hydrophyllum tenuipes ***	Pacific waterleaf	2								
Iris tenax	Oregon iris	6								
Juncus effusus	common rush	15								
Juncus patens	spreading rush	5								
Juncus tenius	slender rush	15								
Lithophragma parviflorum	small-flower woodland-star	N/A								
Lomatium nudicaule	pestle lomatium	5								
Lotus purshianus	Spanish clover	5								
Lupinus albicaulis	sickle-keeled lupine	5								
Lupinus polycarpus (micranthus)	small-flower lupine	5								
Lupinus polyphyllus	big-leaf lupine	6								
Lupinus rivularis	stream bank lupine	N/A								
Madia elegans	showy tarweed	21								
Madia gracilis	slender tarweed	5								
Maianthemum dilatatum ***	false lily-of-the-valley	N/A								
Melica subulata	Alaska oniongrass	20								
Osmorhiza purpurea ***	purple sweet-cicely	N/A								

Request for Bids (RFB 12-1988)

Bidder Name and Date:_____

SPECIES	COMMON NAME	ESTIMATED BID REQUEST (Whole or Tenths of LBS)	SEED ORIGIN (County)	SEED GENERATION (Gen number or list as wild collected (WC))	QUANTITY AVAILABLE (List in whole tenths of LBS.)	PRICE PER LBS. ($) < 5 LB	PRICE PER LBS. ($) 5-10 LB	PRICE PER LBS. ($) 10-50 LB	Price PER LBS. ($) >50 LB	PRICE PER OZ. ($)
EXAMPLE SPECIES 1	EXAMPLE SPECIES 1	100.0 *	Washington	WC	100	$ 64.00	$ 60.00	$ 57.00	$53.00	$ 5.00
EXAMPLE SPECIES 2	EXAMPLE SPECIES 2	5.0	Yamhill	Gen-2	3	$ 200.00	N/A	N/A	N/A	$ 16.00
EXAMPLE SPECIES 3	EXAMPLE SPECIES 3	N/A **	Washington	WC	N/A	$ 127.00	$ 121.00	$ 114.00	$ 110.00	$ 10.00
Oxalis oregana ***	redwood sorrel	0.25								
Plagiobothrys figuratus	Fragrant popcorn flower	N/A								
Plectritus Congesta	short-spurred plectritis	5								
Potentilla glandulosa	sticky cinquefoil	6								
Potentilla gracilis	slender cinquefoil	11								
Prunella vulgaris	self-heal	46								
Ranunculus occidentalis	Western buttercup	10								
saxifraga integrifolia	wholeleaf saxifrage	N/A								
Scirpus microcarpus	small-flowered bulrush	5								
Sidalcea campestris	meadow checkerbloom	6								
Sisyrinchium idahonense	Idaho blue-eyed grass	N/A								
Smilacina racemosa ***	false Solomon's-seal	N/A								
Smilacina stellatal ***	star-flowered false Solomon's-seal	N/A								
Solidago canadensis	goldenrod	5								
Tellima grandiflora ***	fringecup	1								
Tiarella trifoliata ***	foamflower	1								
Tolmiea menziesii ***	piggy-back plant	1								
Vancouveria hexandra ***	inside-out flower	0.5								
Viola glabella ***	stream violet	0.5								
Viola sempervirens ***	trailing yellow violet	N/A								

*** The estimated bid requests reflect our current needs for 2011. The specific amount for future needs is unknown. Please give prices for all weight ranges for all available species listed in the table above.**

**** Metro does not anticipate needs for these species for 2011, however, bids are welcome for anticipated needs for 2012 and 2013.**

***** If commercially available, Metro may need large quantities of these species for 2012 and 2013.**

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Request for bids (RFB 12-1988)

Extension of Pricing to Other Jurisdictions - 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.**

Note: If any of the items listed on the Bid Schedule contain recycled product, the bidder shall complete the Certificate of Compliance for Recycling and specify the amounts of such product. If no attachment is included, the amount of recycled product in the items listed will be considered to be zero for the purpose of this bid. Metro reserves the right to reject any or all bids.

Bidder signature

Print Name of Bidder _____

Print Name of Company _____

Signature _____

Print Name and Title _____

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

Request for bids (RFB 12-1988)

BOND NO._____

AMOUNT: $_____

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

THE CONDITION OF THIS PRINCIPAL IS SUCH THAT:

WHEREAS the PRINCIPAL is herewith submitting a **BID FOR** _____ said Bid, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE, if the Bid submitted by the PRINCIPAL is accepted, and the Contract awarded to the PRINCIPAL, and if the PRINCIPAL shall execute the proposed Contract and shall furnish any bond(s) required by the Contract Documents within the time fixed by the Documents, then this obligation shall be void; if the PRINCIPAL shall fail to execute the proposed Contract and furnish the bond(s), the SURETY hereby agrees to pay to the OBLIGEE the penal sum as liquidated damages, within ten (10) days of such failure.

Signed and sealed this _____ day of _____, 20____.

By:_____

PRINCIPAL

By:_____

Attorney-in-Fact

CERTIFICATE OF COMPLIANCE FOR RECYCLING

I, the undersigned duly authorized representative of the Bidder, hereby certify that the products offered in this bid contain the following minimum percentages:

(A) _____Percentage of post-consumer waste as defined in ORS 279A.010(s) (formerly ORS 279.545(1))

(B) _____Percentage of secondary waste materials as defined in ORS 279A.010 (hh) (formerly ORS 279.545(6))

It is the bidder's responsibility to provide additional signed copies of this Certification of Compliance for each item which contains a different percentage of recycled materials than listed above.

DEFINITIONS:

ORS 279A.010(s): "'Post Consumer Waste' means a finished materials that would normally be disposed of as solid waste, having completed its life cycle as a consumer item. 'Post-consumer waste' does not include manufacturing waste."

ORS 279A.010(hh): "'Secondary Waste Materials' is defined as fragments of products or finished products of a manufacturing process which has converted a virgin resource into a commodity of real economic value, and includes post-consumer waste, but does not include excess virgin resources of the manufacturing process. For paper, 'secondary waste materials' does not include fibrous waste generated during the manufacturing process such as fibers recovered from waste water or trimmings of paper machine rolls, mill broke, wood slabs, chips, sawdust or other wood residue from a manufacturing process."

I, the undersigned duly authorized representative of the bidder, understand that the bid must be signed in ink by the bidder or an authorized representative of the bidder and that any alterations or erasures must be initialed in ink by the person signing the bid. Further, I acknowledge that I have read and understand all bid instructions, specifications, terms and conditions (including the attachments indicated above and agree, on behalf of myself and the bidder to be bound by them.

I, the undersigned duly authorized representative of the bidder certify that the information provided in this bid is true and accurate. Further, I understand and acknowledge that providing incorrect or incomplete information may be cause for bid rejection or contract termination.

Signature:_____ Title:_____

Company:_____ Telephone:_____

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

Request for bids (RFB 12-1988)

For Goods and Supply Contracts $50,000 & Up

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 Street, City State Zip, hereinafter referred to as the "Contractor".

TERM OF CONTRACT

The term of this Contract shall be for the period commencing Month XX, 201X, through and including Month XX, 201X, unless terminated or extended as provided in this Contract. IF CONTRACT IS SUBJECT TO RENEWAL OR EXTENSION, INCLUDE SUCH LANGUAGE i.e. This agreement may be renewed or extended for XX additional one-year periods at Metro's sole discretion.

CONTRACT SUM AND TERMS OF PAYMENT

Metro shall compensate the Contractor for goods supplied as described in Attachment A. Metro shall not be responsible for payment of any materials, expenses or costs other than those which are specifically included in Attachment A in an amount not to exceed XXXXXXXXXX and XX/100ths Dollars ($XXXXXXX.XX). Payment shall be on a unit price only for those goods received in an acceptable condition to Metro. Contractor's billing invoices shall include an itemized statement of items purchased and shall 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.

ATTACHMENT A - Unit Pricing of Goods

Attachment A shall describe the goods purchased under this agreement. Contractor understands and expressly agrees that not all items in Attachment A will be needed. Metro shall have complete discretion to select only those goods needed at the time.

ATTACHMENT B - Delivery and Service Requirements

Delivery shall be to Metro at the designated point f.o.b. as set forth in Attachment B or at Metro docks if no designated point is expressly listed in Attachment B, which is incorporated by this reference as if set forth in full. Metro shall have the right to reject any and all goods or services upon inspection. All other service requirements, including time and place of delivery shall be in accordance with Attachment B.

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.**

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

CONTRACTOR	METRO
By_____	By_____
Print Name_____	Print Name_____
Date_____	Date_____

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I: ATTACHMENT A
CONTRACTOR shall deliver to METRO the goods described attached hereto as Attachment A (Unit Pricing of Goods). All goods shall be of excellent quality.

ARTICLE II: ATTACHMENT B
Title to materials purchased hereunder shall pass to Metro f.o.b. at the designated point in Attachment B (Delivery and Service Requirements), or if not provided for, at the designated Metro docks.

ARTICLE III: 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, and 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, 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 responsible for the acts and omissions of its' agents, employees, subcontractors and/or representatives and for all claims.

ARTICLE IV: 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 V: INSURANCE
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 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.
For CONTRACTORS making delivery to METRO, METRO, its elected officials, departments, employees and agents, shall be named as an additional insured on the CONTRACTOR's general liability and auto liability policy.

ARTICLE VI: PUBLIC CONTRACTS
All applicable provisions of ORS Chapters 187 and 279A &B, and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if such provision were a part of this Agreement, including, but not limited to, ORS 279B.220 to 279B.235.

ARTICLE VII: 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 VIII: QUALITY OF GOODS
Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of excellent 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 IX: SAFETY
If services of any nature are to be performed in connection with the providing goods 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. All applicable MSD sheets shall accompany the goods.

ARTICLE X: 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 XI: 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 XII: 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 to reference. Otherwise, this Contract represents the entire and integrated agreement between METRO and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written 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 XIII: ASSIGNMENT

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

ARTICLE XIV: OWNERSHIP OF DOCUMENTS AND MAINTENANCE OF RECORDS

All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by CONTRACTOR pursuant to this agreement are the property of METRO and it is agreed by the parties hereto that such documents are works made for hire. CONTRACTOR does hereby convey, transfer and grant to METRO all rights of reproduction and the copyright to all such documents.

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.

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 27B9.110 and Metro Code Section 2.04.052.

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

Request for bids (RFB 12-1988)

Metro Contract No. XXXXXX

ATTACHMENT A
Unit Pricing of Goods

Attachment A described the goods purchased under this agreement. It is expressly understood that not all items in Schedule A will be needed. Metro shall have complete discretion to select only those goods and amounts needed at the time.

Item	Measurement	Amount	Comments

Escalation Clause, if applicable: XXXXXXXXX IF PRICE IS SUBJECT TO CHANGE IN THE FUTURE, PLEASE CONTACT PROCUREMENT SERVICES FOR LANGUAGE ON PRICE ADJUSTMENTS

Unit pricing: Unit pricing may increase with the express written approval of Metro.

Recycled Content: Please specify the exact or minimum percentage of recycled content in all products, plus the post consumer and secondary waste content of the products.

Item	Percentage of Recycled Content	Post Consumer	Secondary

Metro
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Portland, OR 97232-2736
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Metro Contract No. XXXXXX

ATTACHMENT B
Delivery and Service Requirements

Delivery Dates: XXXXXXXXXXXXX

Delivery Time: XXXXXXXXXXXXX

Delivery Location: XXXXXXXXXXXXXXXXX

Requirements include:
XXXXXXXXXXXXXXXXXXXXX