



Digital Signage Upgrade at Oregon Convention Center

RFP 11-1853

Metro

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

Project Manager

Ryan Thorpe, Operations Director
Oregon Convention Center
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503-731-7872

Procurement Manager

Darin Matthews, Procurement Officer
Darin.Matthews@oregonmetro.gov
503-797-1626

Notice is hereby given that proposals for RFP 11-1853 for Digital Signage Upgrade at Oregon Convention Center shall be received by Metro, 600 NE Grand Avenue, Portland OR 97232 until close of business on March 17, 2011. It is the sole responsibility of the proposer to ensure that Metro receives the Proposal by the specified date and time. All late Proposals shall be rejected. Proposers shall review all instructions and contract terms and condition.

A pre-proposal meeting will be held on March 3, 2011 at 10:00 AM at the Oregon Convention Center Operations Office, located at 777 NE Martin Luther King Blvd., Portland, OR 97232.

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I. INTRODUCTION

The Oregon Convention Center (OCC), a service of Metro, located at 777 NE Martin Luther King Jr. Blvd., Portland, Oregon 97232, is requesting proposals for Digital Signage Upgrade. Proposals will be due as indicated on the RFP cover page.

Details concerning the project and proposal are contained in this RFP document.

II. BACKGROUND/HISTORY OF PROJECT

OCC has a need to upgrade the digital signage at the convention center. This request for proposals is to purchase and install technological improvements to our existing digital signage throughout the facility. The proposal should include the following equipment: digital signage hardware, digital signage software, flat panel displays (LED or LCD), and all mounting hardware and materials necessary for a complete, integrated system.

The overall goal of this project is to improve OCC's current system, increasing client and attendee satisfaction by enhancing the quality and accuracy of the event listings and providing other relevant information to the general public. OCC has budgeted \$150,000 for this project. However, qualified firms are encouraged to submit a cost proposal to meet the project requirements, even if that amount is higher or lower than the budgeted amount.

Lease arrangements or proposals with ongoing licensing fees are not desirable and may not be considered. Optional service agreements after warranty expiration may be considered, but are not required.

III. PROPOSED SCOPE OF WORK/SCHEDULE

Metro is seeking proposals from qualified firms to perform the following services and to deliver the products described in this RFP.

OCC's current digital signage system does not possess the capabilities to provide the proper amount of information needed in a reasonable timeframe. Client surveys and industry standards indicate the need to upgrade from a pixilated red LED sign system to a flat panel display capable of displaying text and graphics.

Metro anticipates completing installation of the equipment by June 2011 and would begin training and implementation immediately.

OCC's clients have voiced their dissatisfaction with the current digital signage system through ongoing dialog and client surveys. The system is dated and only displays event location/information for one event at a time. The purpose of this project is to install a new digital signage system that is capable of displaying a real-time list of meetings and locations. The system should integrate seamlessly into the existing infrastructure and cabinetry, be scalable, and offer options for additional value (ability to upgrade to touch screens, etc).

Metro would expect to complete an evaluation of the effectiveness of this project by the end of 2011. This project would greatly enhance the visitor experience by delivering effective, accurate, and professional information to the clients and attendees of OCC.

Pre-Proposal Meeting

A pre-proposal meeting will be held on March 3, 2011 at 10:00 AM at the Oregon Convention Center Operations Office, 777 NE Martin Luther King Blvd., Portland, OR 97232. A site walk through will be given to interested proposers and questions will be answered that relate to the project requirements. Attendance at the pre-proposal meeting is highly encouraged for all proposers.

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Scope of Work and Project Objectives

Oregon Convention Center desires a server to player solution with installed software to deliver content to approximately 32 displays throughout Oregon Convention Center. It is anticipated that there will be one distribution center in a strategically located wiring closet.

This server will deliver programmed content, scheduling and device management to digital signage appliances installed at each monitor location. The signal will run over existing CAT 5e wiring.

The digital signage appliances will have a local HDMI connection to the monitor.

All audio and video will be part of the digital signage presentation that is sent to digital signage appliances via installed CAT 5e wiring and ultimately the local LCD monitors by HDMI connection.

Training of OCC personnel shall be completed prior to final acceptance. Sixteen (16) hours of training shall be provided as part of the bid and scheduled at the discretion of the project manager. Please provide a per hour price to provide additional training if needed.

The system should be scalable and expandable from the initial 32 occurrences to any desired future amount of screens or touch screens

There should be multiple levels of administrative and operational role/privilege as well as the capability to interface with the OCC's current installed Ungerboeck Event Business Management System (EBMS) software.

General System Requirements

- Capable of providing multiple Play Lists to discrete different displays
- Each feed should be divisible into multiple zones
- Able to schedule the changing of these individual zones by time and date several days or months in advance
- Shall be capable of processing a composite signal from cable, satellite or other streaming video of OCC's choice within a given window (i.e. ability to add a cable television or other feed to a specific region on the screen).
- Shall be capable of processing RSS feeds and displaying them in a crawl or ticker
- or within a given region of the presentation
- Signage appliance shall be capable of receiving composite or s-video and of outputting HDMI, DVI, and or/ VGA signals
- Shall be capable of receiving live video feeds from video, IP and web cameras.
- Shall be able to display in a multiple zones local advertising for/from upcoming events provided by registered OCC users and departments
- Shall be able to process content including: static graphic files, motion graphic files, PowerPoint files, Mpeg2 video files, flash animations, html web page, URL, RSS and other currently utilized standard formats.
- Shall be able to hold above mentioned submitted content pending review and approval by
- administrative staff (administrative approval process)
- Shall allow for administrative approval of creative content on a "by region of display screen" approval level
- Shall be capable of timely and in-advance scheduling of above mentioned scheduled content
- Shall be able to interface automatically and securely with Ungerboeck's Event Management Software system; allowing the UEMS scheduling software to display appropriate schedules on designated displays.
- Shall be capable of Device Management
- At the discretion of Oregon Convention Center, integrator shall provide Flash programming (as appropriate) for the display of the UEMS data.

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- Should be able to utilize a local weather feed from sources such as Weather Channel, Accuweather, NOAA, local Portland media (television/radio station and newspaper website RSS feeds) or any other content provider that provides an RSS feed.
- Shall be able to easily display emergency information across all screens simultaneously as programmed within the DT Research Urgent Cast feature.

General Hardware Requirements:

- Digital Signage Software shall be WebDT by DT Research (software and user license included with the DT Research signage appliances)
- Digital Signage Appliances shall be DT Research SA-2000-021 (technical specifications follow)

General Software Requirements:

- Software shall include WebDT Content Manager version 4.0 or greater, WebDT Device Manager and WebDT Urgent Cast (for Emergency override of all programmed content on all screens simultaneously with Emergency Notification Information).

Hardware Features and Technical Specifications

DT Research Signage Appliance - Model SA-2000-021 or equivalent

- Microsoft® Windows® Embedded operating system
- AMD Turion™ 2.1GHz Dual-Core processor or greater (need to specify this when ordering from DT)
- Includes WCM 4.0 web-based remote content and device administration
- Compact size for ease in installation and mounting
- 1 VGA, 1 HDMI, 3 Audio jacks, 2 USB ports, RJ45 for Ethernet, 1 DC-in jack, 1 S-video input, 1 COM port, 1 RS232 COM port, 1 dipole antenna (optional)
- VGA port and HDMI connector
- Maximum Resolution of Up to 1920 x 1080
- Memory Storage - 8GB (minimum)
- Optional wireless networking
- VESA-compliant mounting

Monitor

- Largest monitor that will integrate with existing cabinets
- Maximum Resolution 1080P
- HDMI input (HDCP Compliant)
- RS-232 - D-sub 9-pin (1 input x 1 output)
- Analog RGB input
- Landscape or Portrait orientation
- Preference will be given to LED or low power LCD.

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Software Features and Technical Specifications

- Support for numerous media formats (e.g., images, Audio, videos, Flash, URL, RSS, SMS, PowerPoint)
- Capable of Real-time or scheduled content playback (multiple scheduling of playlists)
- Flexible screen layout options with multiple zones and layers
- Automatic content download recovery
- Media Library Content administration with batch upload capability
- Ability to “Pre-load” content / playlist to appliances by way of USB
- Ability to incorporate Video Input (Analog S-Video or Analog RCA Video) into a zone
- Capable of remotely launching and executable programs and/or Java programs
- WCM “PowerPoint Plug-in” (integrates into PowerPoint and allows user to Publish/Preview the PPT to Player through the application)
- Support for Two Ticker Zones of any size, and in any location within the screen layout at the same time. Ticker zones support both static text and real-time information through an RSS feed
- Includes UrgentCast feature allowing user to create urgent messages for emergency situations in text, audio and multimedia formats; also includes options for uploading a site logo and locking/ unlocking screen.
- Preload Urgent cast messages to signage appliances for immediate playback when a situation arises.
- Urgent messages that are sent to the digital signage network may also be sent to all computers within a network; and includes the option to lock keyboards and screens.
- WebDT networked appliances can be segmented into groups for efficient scheduling, settings or to accommodate other functions such as different device management schedules. Query reports can also be generated for specific groups and/or time slots
- Manager can supervise the account, approve schedules, receive player malfunction emails or SMS alerts, and publish urgent casts
- Manager can create roles and assign accounts with specific management privileges to particular folders, players, groups, media, etc.
- Manager can assign roles or accounts with certain management privileges for specific zones
- Graphical calendar interface for intuitive search and planning
- Advanced editing for each play list to set start time, duration and recurrence
- Import user names and passwords directly from Active Directory for login accounts.
- Import account roles and privilege settings to use in WCM.
- Publish schedules and play at designated sites
- Set a specific time ranges for scheduled downloading (off hours etc.)
- Edit Playlist according to layout template; set media list for each individual zone
- Create a Combolist (Combination of multiple playlists) to link or embed multiple playlists for faster schedule recurrence settings
- Add Spot List on top of published schedules to save time when inserting a new playlist
- Capable of managing multiple signage networks, and also manage and synchronize files between local networks and remote servers
- Ability to deploy content and schedules to signage appliances by way of Offline USB Update Tool

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- Use any computer to preview basic layout and content sequence
- Preview the selected media files or the selected playlists
- Capture real-time snapshot of content currently playing on WebDT Signage Appliance
- Play synchronized video across multiple digital signs (showing same frame on each screen)
- Remotely rotate screen orientation and adjust the resolution via LAN
- Turn off screen when WebDT Signage Appliance is idle
- Schedule power management for each WebDT Signage Appliance
- Review and monitor detailed record of signage appliance playback results.
- Report can be saved as CSV format, read/ export to other database for billing purposes
- Access the server and player log remotely through a browser rather than retrieving it onsite
- Device manager provides a web browser interface fronting a database management system which supports—e.g., inventory, organize, control, update—a network of WebDT signage appliances over the LAN, WAN, or wireless networks.
- Device Manager utilizes “push and pull” technology to interact with remote appliances, allowing system administrators to inventory hardware, update applications and registry entries, shutdown/ reboot/ wake up devices, update system firmware and software, along with access to advanced logging and scheduling
- Device Manager allows for device inventory, scheduling of power on/off, system bios & image management, database support (MS SQL & MySQL)

Additional Software and Custom Database Programming

Must have ability to interface with and schedule content/database files from the Ungerboeck Event Management Software. This is a custom feature that will require additional development by the selected Contractor.

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.

Approved Equal

In order to establish a basis of quality and function for the equipment and materials specified, certain brands and product designations have been used. This is not intended to exclude other products, but rather to convey a level of quality that Metro has determined to be acceptable. Proposers may submit equipment and materials they believe are equivalent and comparable. Approval of such items as to whether or not they are truly equal is at Metro's sole discretion.

IV. QUALIFICATIONS/EXPERIENCE

Proposers shall have the following experience: minimum of three years of providing and installing comparable systems to other large organizations, including the integration with existing systems and user training. Metro reserves the right to verify experience by contacting Proposer references.

V. PROJECT ADMINISTRATION

OCC's Operations Director, Ryan Thorpe, will administer the project. Proposer shall indicate a single point of contact for the resulting contract.

VI. PROPOSAL INSTRUCTIONS

A. Submission of Sealed Proposals

Three copies of the proposal shall be furnished to Metro in a sealed envelope, addressed to:

Metro Procurement Services

Attn: Darin Matthews, Procurement Officer

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Portland, OR 97232-2736

- B. Deadline: Proposals will not be considered if received after the date and time indicated on the RFP cover page.
- C. RFP as Basis for Proposals
This Request for Proposals represents the most definitive statement Metro will make concerning the information upon which Proposals are to be based. Any verbal information which is not addressed in this RFP will not be considered by Metro in evaluating the Proposal. All questions relating to this RFP should be addressed to Darin Matthews at Darin.Matthews@oregonmetro.gov. Any questions, which in the opinion of Metro, warrant a written reply or RFP amendment will be furnished to all parties receiving this RFP. Metro shall not be required to respond to questions received after March 10, 2011.
- D. Information Release
All Proposers are hereby advised that Metro may solicit and secure background information based upon the information, including references, provided in response to this RFP. By submission of a proposal all Proposers agree to such activity and release Metro from all claims arising from such activity. In Accordance with Oregon Public Records Law (ORS 192), proposals submitted will be considered part of the public record, except to the extent they are exempted from disclosure.
- E. Minority, Women and Emerging Small Business Program
In the event that any subcontracts are to be utilized in the performance of this agreement, the Proposer'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.

VII. PROPOSAL CONTENTS

The proposal should contain not more than twelve (12) pages of written material (excluding biographies and brochures, which may be included in an appendix), describing the ability of the proposer to perform the work requested, as outlined below. The proposal should be submitted on recyclable, double-sided recycled paper (post consumer content). No waxed page dividers, folders, binders or non-recyclable materials should be included in the proposal.

- A. Transmittal Letter: Indicate who will be assigned to the project, who will be project manager, and that the proposal will be valid for ninety (90) days.
- B. Approach/Project Work Plan: Describe how the work will be completed and sequenced within the given timeframe and budget. Include a proposed work plan and project schedule.
- C. Staffing/Project Manager Designation: Identify specific personnel assigned to this project, their roles in relation to the work required, percent of their time on the project, and special qualifications they may bring to the project. Include resumes of key individuals proposed for this contract.

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Metro intends to award this contract to a single firm to provide the services required. Proposals must identify a single person as project manager to work with Metro. The contractor must assure responsibility for any sub-consultant work and shall be responsible for the day-to-day direction and internal management of the work.

- D. Experience: Indicate how your firm meets the experience requirements listed in section this RFP. List projects conducted over the past five (5) years which involved services similar to the services required here. For each of these other projects, include the name of the customer contact person, his/her title, role on the project, and telephone number. Identify persons on the proposed project team who worked on each of the other projects listed, and their respective roles.
- E. Cost/Budget: Present the proposed cost of the project and the proposed method of compensation. List hourly rates for personnel assigned to the project, total personnel expenditures, support services, and sub-consultant fees (if any). Requested expenses should also be listed.
- F: Diversity in Employment and Contracting:
- Work Force Diversity – Describe your work force demographics (number of employees, race and gender) and the measurable steps taken to ensure a diverse work force, including company policies and practices that promote the hiring and retention of women and ethnic minorities.
 - Diversity in Contracting – Describe your history of working with diverse firms, including any MWESB-certified firms. Describe a project for which you worked with minorities, women or emerging small businesses. Please provide the project name, method used to achieve participation – for example, joint ventures, subcontracts or purchase of equipment or supplies from a certified firm – and the dollar amount or percentage of the project budget expended on such participation.
 - Diversity of Firm – Describe the ownership of your firm and whether or not your firm is certified by the State of Oregon as an MBE, WBE or ESB. Provide certification number, if applicable.
- G: Sustainable Business Practices
- Economy: Describe your business practices to reduce environmental impacts of your operations. This may include energy efficiency, use of non-toxic products, alternative fuel vehicles, waste prevention and recycling, water conservation, green building practices, etc.
 - Environment: Describe your support of local businesses and markets within the Portland Metro region. Include what steps your company has taken in the past to support local businesses, and what steps would be taken if selected for this project.
 - Community: Describe the employee compensation structure of your organization. Include wage scales for employees, including trainee, probationary, entry level, journey level, and supervisory. Also include policies regarding annual cost of living adjustments (COLA) to employee wages. Details of the healthcare program (including, medical, dental, prescriptions, preventive care, etc.) as well as out of pocket and deductibles, and employee contributions for themselves and family members. All other employee benefits are to be including, such as vacation, sick leave, pension, disability insurance, profit sharing, childcare, health memberships, company vehicle, public transportation, etc.
- H. Exceptions to Standard Agreement and RFP: Carefully review the standard agreement attached hereto as Exhibit A. This is the standard agreement that successful respondents to this RFP will be required to execute. RFP respondents wishing to propose any exceptions or alternative clauses to the agreement or

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to any specified criteria within this RFP must propose those exceptions or alternative clauses in their Proposal. Metro shall not be required to consider contract revisions proposed during contract negotiation and award. Proposed exceptions or alternative clauses should be accompanied by explanatory comments that are succinct, thorough and clear.

VIII. GENERAL PROPOSAL/CONTRACT CONDITIONS

- A. Limitation and Award: This RFP does not commit Metro to the award of a contract, nor to pay any costs incurred in the preparation and submission of proposals in anticipation of a contract. Metro reserves the right to waive minor irregularities, accept or reject any or all proposals received as the result of this request, negotiate with all qualified sources, or to cancel all or part of this RFP.
- B. Billing Procedures: Proposers are informed that the billing procedures of the selected firm are subject to the review and prior approval of Metro before reimbursement of services can occur. Contractor's invoices shall include an itemized statement of the work done during the billing period, and will not be submitted more frequently than once a month. Metro shall pay Contractor within 30 days of receipt of an approved invoice.
- C. Validity Period and Authority: The proposal shall be considered valid for a period of at least ninety (90) days and shall contain a statement to that effect. The proposal shall contain the name, title, address, and telephone number of an individual or individuals with authority to bind any company contacted during the period in which Metro is evaluating the proposal.
- D. Conflict of Interest. A Proposer filing a proposal thereby certifies that no officer, agent, or employee of Metro or Metro has a pecuniary interest in this proposal or has participated in contract negotiations on behalf of Metro; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer for the same call for proposals; the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.
- E. Equal Employment and Nondiscrimination Clause 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.
- F. BOLI Prevailing Wage Rates 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. Contractor shall file certified payroll statements with the OCC Project Manager as required by ORS 279C.845. OCC reserves the right to retain contract amounts owed to the contractor if certified payrolls are not submitted as required.

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- G. Contractor Conduct The contractor agrees that upon request by OCC it shall remove from OCC's premises any contractor employee, sub-contractor or representative who, in the opinion of the Project Manager, has engaged in improper conduct. Such conduct includes but is not limited to rude behavior to OCC staff, customers or visitors, unauthorized use of OCC equipment, bringing unauthorized personnel on site (including children), being unwilling or unable to perform the work as assigned, or engaging in work practices that are unsafe to contractor, OCC staff, or the general public.

IX. EVALUATION OF PROPOSALS

- A. Evaluation Procedure: Proposals received that conform to the proposal instructions will be evaluated. The evaluation will take place using the evaluation criteria identified in the following section. Interviews may be requested prior to final selection of firm. Award will be made to the highest ranked Proposer according to the evaluation criteria. If contract negotiations are unsuccessful with the highest ranked firm, Metro reserves the right to enter into negotiations with the next highest ranked Proposer.
- B. Evaluation Criteria: This section provides a description of the criteria which will be used in the evaluation of the proposals submitted to accomplish the work defined in the RFP.

	<u>Percentage of Total Score</u>
<u>A. Project Work Plan/Approach</u>	10
1. Demonstration of understanding of the project objectives	
2. Proposed plan for completion of work within schedule	
<u>B. Proposed System</u>	25
1. Utility, durability, versatility and function	
2. Ease of maintenance, service warranties	
<u>C. Project Staffing Experience</u>	15
1. Project manager	
2. Qualifications, relevant experience	
3. Experience of firm	
<u>D. Cost Proposal</u>	
1. Projected cost/benefit of proposed work plan/approach	30
2. Commitment to budget and schedule parameters	
<u>E. Diversity</u>	10
1. Work Force Diversity	
2. Diversity in Contracting	
3. Diversity of Firm	
<u>F. Sustainable Business Practices</u>	10
1. Environmental Impact	
2. Support of local business and markets	
3. Employee compensation structure	
Total	100%



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X. 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, Portland, Oregon 97232 and must state the specific deviation of rule or statute in the contract award. Metro will issue a written response to the appeal in a timely manner.

XI. NOTICE TO ALL PROPOSERS -- STANDARD AGREEMENT

The attached contract is a standard agreement approved for use by the Office of Metro Attorney. This is the contract the successful Proposer will enter into with Metro; it is included for your review prior to submitting a proposal. Metro shall consider exceptions and revisions included as part of a Proposal, but shall not be required to consider revisions proposed during contract negotiation.



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STANDARD AGREEMENT

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

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 _____, 20__ through and including _____, 20__.

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.

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.

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ARTICLE VI INSURANCE & BONDS

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

A. Broad form comprehensive general liability insurance covering personal injury, property damage, and bodily injury with automatic coverage for premises and operation and product liability shall be a minimum of \$1,000,000 per occurrence. The policy must be endorsed with contractual liability coverage. **Metro, its elected officials, departments, employees and agents shall be named as an ADDITIONAL INSURED.**

B. Automobile bodily injury and property damage liability insurance. Insurance coverage shall be a minimum of \$1,000,000 per occurrence. **METRO, its elected officials, departments, employees, and agents shall be named as an ADDITIONAL INSURED.** Notice of any material change or policy cancellation shall be provided to METRO thirty (30) days prior to the change.

This insurance as well as all workers' compensation coverage for compliance with ORS 656.017 must cover CONTRACTOR'S operations under this Contract, whether such operations be by CONTRACTOR or by any subcontractor or anyone directly or indirectly employed by either of them.

CONTRACTOR shall provide METRO with a certificate of insurance complying with this article and naming METRO as an additional insured within fifteen (15) days of execution of this Contract or twenty-four (24) hours before services under this Contract commence, whichever date is earlier.

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. In addition, the Contractor 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

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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.

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.

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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 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.



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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 law of the state of Oregon shall govern the construction and interpretation of this Contract.

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 ASSIGNMENT

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

CONTRACTOR NAME

METRO

By_____

By_____

Date_____

Date_____