



REQUEST FOR PROPOSALS

Produce Supply

Contact Information

Oregon Zoo
4001 S. W. Canyon Road
Portland, OR 97221

Operations Manager

Ivan Ratcliff
Email: ivan.ratcliff@oregonzoo.org
503-525-4232 Fax 503-525-4235

Procurement Contact

Melanie Briggs, Procurement Analyst
Email: melanie.briggs@oregonzoo.org
503-220-5718 Fax 503-220-3680

RFP 10-1617-ZOO

Notice is hereby given that proposals for RFP 10-1617-ZOO for: **Produce Supply** shall be received by Oregon Zoo, 4001 S.W. Canyon Road, Portland, OR 97221 until **2:00 PM on Tuesday, March 16, 2010**. 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 CONDITIONS.**

Produce Supply



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

REQUEST FOR PROPOSALS (RFP 10-1617-ZOO)

I. INTRODUCTION

The Oregon Zoo, a department of Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 NE Grand Avenue, Portland, OR 97232-2736, is requesting proposals from a variety of produce distributors for the Oregon Zoo. **Proposals will be due no later than 2p.m., Tuesday, March 16, 2010** at the Oregon Zoo Facilities Office, 4001 SW Canyon Road, Portland, OR 97221, ATTN: Melanie Briggs, Contracts Consultant.

Any requests for information and/or relevant questions should be directed to Ivan Ratcliff, Project Manager via email at ivan.ratcliff@oregonzoo.org

The Oregon Zoo/Metro has the right to award multiple contracts for a three year period. Dollar amount is based on last year's usage. Payment will be made for actual product ordered and received, based on the Oregon Zoo's current needs. Purchases shall be made based on delivery, availability, quality, and pricing. Poor performance as to terms of these requirements may cause the vendor's contract to terminate.

Last year the Oregon Zoo purchased approximately **\$165,000.00** of produce from its main produce distributor for its Living Collections and Food Service departments. We are currently requesting proposals for distribution of produce. Pricing will be requested in three areas:

- Price markup on whole case produce
- Percentage over landed cost on split case produce
- Percentage over landed cost on processed (prepped) items

Please list any other potential savings for the Zoo, such as percentage discounts for invoices over a certain dollar amounts, percentages back when monthly sales hit certain points, etc.

The Zoo is interested in best pricing, but is also interested in sustainability, diversity and potential partnerships. Points will be given to vendors that have a strong local product program, large organic options, third party verification that defines sustainable agricultural practices and have the ability to make those options and costs clear.

Safety of food is of the utmost importance to the Oregon Zoo. A description of you third party verification of the cleanliness of your facility and trucks will be part of the proposal.

The distributor's commitment to diversity in the workforce and the ability to coordinate partnerships for the Zoo will also be considered factors.

II. COST

The Zoo is always interested in receiving the lowest price available. With that stated, the Zoo is looking for the lowest mark up or the lowest percentage over landed cost for the following groups:

- Produce – Whole case (dollar mark up over landed product cost)
- Produce – Split case (percentage over landed cost)
- Produce – Processed or prepped items (percentage over landed cost)



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In order to verify that products are being accurately priced, the Zoo will have the ability to view supplier's invoices on a random selection of products monthly. Also, the Zoo may ask for signed documentation of agreement of price after rebates from manufacturer to distributor.

III. SUSTAINABILITY

In order to further its commitment to sustainability, the Oregon Zoo is implementing a food purchasing policy that will govern all food purchased by the Zoo and/or its contractors or assignees.

There are several major issues impacting the health of our local food system. Most notably, a need for food practices that:

- Promote healthy diets and better environmental stewardship;
- Increase awareness of local residents regarding nutrition, food skills and the source of their food;
- Take into account the business and economic issues affecting the viability of local farmers; and
- Reduce the environmental impacts associated with food production, transportation, consumption and disposal.

Food production and distribution significantly affect the public health, environment, economy and quality of life of the Metro region. All residents should have access to nutritious, affordable, locally and sustainably grown food especially in publicly-owned and operated facilities. It is the policy of the Zoo to promote the health and well-being of its visitors as well as the environment.

The Zoo is eager to increase the percentage of produce it purchases in three areas: local, organic and third party certification for sustainably grown foods. Currently the Zoo has not been tracking the percentage of its produce purchased in these three groups and is expecting proposers to report monthly on the percentage of purchases and to assist us in achieving our goals. The goal for the first year will be to set a baseline and then increase the percentage purchased by five percent (5%) for each of the next two years.

DEFINITIONS

- Local – 'Locally produced' is defined as food that is grown, processed and transported within Oregon, Washington, Idaho and Northern California (defined as north of the [Tehachapi Mountains](#).) The source of a grown food item or of processing services may be from beyond these areas only when sufficient local supply or service is not otherwise available.
- Organic – 'Organic food' is defined to include food that has been certified organic by an accredited certifying agency and compliant with the USDA's National Organic Program standards and guidelines. Food that is being produced by farmers who are converting from conventional to organic production practices, and who are seeking organic certification, is 'transitional food' and is also approved for purchase.
- Third Party Certification for Sustainably Grown Foods – Third party certification includes, but is not limited to foods and food products certified USDA organic, Food Alliance certified or Salmon Safe certified.
- We are also expecting vendors to assist us in meeting our sustainable purchasing goals and reduce packaging. Vendors are expected to assist the Zoo in the following areas:

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- Vendors shall be expected to keep the Zoo apprised on seasonal availability of produce. 'Seasonal availability' is defined as foods and food products that are commonly harvested and readily available in the Pacific Northwest at varying times of year.
- The Zoo will also make every effort to purchase foods and food service items with minimal and/or recyclable packaging, participate in food waste composting programs to reduce waste and conserve natural resources.

As stated above the Zoo will set a baseline in the first year of this contract. After the mark has been set the Zoo expects to increase the amount purchased in the three areas (local, organic and/or third party certified) by five percent (5%) each of the following years. Monthly, quarterly and annual benchmark reports will be required as part of this RFP.

IV. PARTNERSHIPS

The Zoo is expecting the proposers to help form partnerships with producers, distributors or farms that will help lower food pricing, educate about sustainability, increase sales and other areas that could enhance the Zoo experience.

Additional consideration will be given to those proposals that demonstrate ways in which they will help the Zoo's food service department attain its sustainability goals and reduce costs in ways not listed above.

V. DIVERSITY

The Zoo and Metro promote diversity in the workplace. Providers that demonstrate the active promotion of a diverse workplace will be part of the evaluation.

VI. THIRD PARTY VERIFICATION OF CLEANLINESS STANDARDS

A third party verification and documentation of cleanliness is part of the review process.

VII. QUALIFICATIONS

In order to be eligible to submit, vendor must be able to meet all of the following requirements.

1. Terms: Net 30.
2. Vendors must supply a "will call" phone number for weekends and emergencies.
3. Ability to deliver to two (2) different locations at the Zoo.
4. Ability to deliver six days per week (Monday through Saturday.)
5. Ability to order by 4:30 PM for next day delivery day.
6. Deliveries to be received between 5:00 a.m. and 7:30 a.m. on delivery days.
7. A vendor representative must be available for emergencies and other operating needs.
8. Ability to audit vendors invoices as requested by Zoo.
9. Vendor must have the ability to deliver separated orders and invoices as specified by the Zoo for its various restaurants and facilities.
10. Produce reports showing percentage of produce purchased in the three groups: local, organic and/or third party certified.



VIII. PROPOSAL INSTRUCTIONS

A. Submission of Proposals

Sealed proposals shall be furnished to Metro, addressed to:

Oregon Zoo
Attn: Melanie Briggs
4001 SW Canyon Road
Portland, OR 97221-2799

B. Proposal Deadline

Proposals are due no later than 2:00 p.m. PST on, **Tuesday, March 16, 2010**. Late proposals will not be considered.

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 and which may warrant a written reply or amendment should be addressed via e-mail to ivan.ratcliff@oregonzoo.org. Any questions, which in the opinion of Metro warrant a written reply or addendum, will be furnished to all parties receiving this RFP. Metro will not respond to questions received after **2:00 p.m., Thursday, March 11, 2010**.

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.

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 1816.

IX. PROPOSAL CONTENTS

1. Contractors shall describe their experience in providing produce for commercial businesses or facilities. Proposals shall provide information on the following:
 - 1.1. Brief description of firm's produce distribution experience.
 - 1.2. Description of at least one large customer for which produce distribution is provided.
 - 1.3. At least two (2) references for customers including firm name, address, contact individual and phone number.
2. Brief description of services to be provided to the Zoo.
3. Contractors are invited to propose and describe partnership programs that could benefit the Zoo.



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4. Please describe the process for auditing your pricing to verify that the Zoo has been properly charged.
5. Percentage of costs associated with Attachment C.
 - 5.1. Contractors shall describe any other fees that may be associated with deliveries (fuel charges, environmental charges, invoice charges, etc.)
 - 5.2. Describe how, and if, rebates received by distributor shall be passed on to the Zoo. Also, please list other potential savings for the Zoo, such as percentage discounts for invoices over a certain dollar amounts, percentages back if months hit certain sales points, etc.
5. Companies should provide relative information and documentation of their third party certification of the cleanliness of their facilities.
6. Vendor should submit any relevant documents that pertain to sustainability. Documents should show information that could be provided to the Zoo that would show the Zoo availability and costs of products that encompass, but are not limited to: local options, organic options, third party verification of sustainability and reduced packaging.
 - 6.1. Other "sustainable" areas not listed.
7. Discuss the measurable steps taken to promote MWESB participation on past projects. (i.e. percentage of project awarded to MWESB's, workforce utilization, or contracts awarded).
8. Please state if proposing firm is certified as an MBE, WBE or ESB by the State of Oregon, and/or sub-consultants they are utilizing are certified.
9. Firm should display its company policies and practices with regard to workforce diversity. This could be demonstrated by workforce numbers reported of ethnic minorities and women. Also consider the firms written policies on recruitment and retention of a diverse workforce. (This should be more than simply a company's mission statement).

Vendor shall provide produce pricing/percentage in the following categories as specified in "Conditions" herein.

- Price markup on whole case produce
- Percentage over landed cost on split case produce
- Percentage over landed cost on processed (prepped) items

CONDITIONS:

Vendor shall have the ability to deliver up to six times per week. Refrigerated trucks must be used when delivering. Vendor shall have ability to deliver to two different locations at two different times, as follows:

Location One: Cascade Grill, Gate G, Oregon Zoo, 4001 SW Canyon Road, Portland, Oregon
Delivery between 5:00 a.m. and 7:30 a.m Monday through Saturday.
Orders to be provided no later than 4:30 p.m. the day prior to delivery.

Location Two: Warehouse, Gate A, Oregon Zoo, 4001 SW Canyon Road, Portland, Oregon
Delivery between 5:00 a.m. and 7:30 a.m Monday through Saturday.
Orders to be provided no later than 4:30 p.m. the day prior to delivery.

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All price decreases, promotional discounts, rebates, etc., shall be offered to the Zoo retroactive to date effective. The vendor must look into obtaining deviated prices on items whenever possible.

Contractor must agree to stock items not normally stocked for which the Zoo has established consistent usage. Contractor must agree to order special items for Zoo when usage is not consistent. Non-contract items ordered shall be added to the following month's order guide, if requested.

X. 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, creed, color, national origin, sex, sexual orientation, age, religion, physical handicap, political affiliation or marital status. Metro fully complies with Title VI of the Civil Rights Act of 1964 and related statutes and regulations in all programs and activities. For more information, or to obtain a Title VI Complaint Form, see www.metro-region.org or call (503) 797-1536.
- F. **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.

Produce Supply



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EVALUATION OF PROPOSALS

Evaluation Criteria

Proposals shall be evaluated according to the following criteria. The Maximum number of points for each criterion is identified. The maximum total is 100 points. All proposers must meet the criteria presented in Attachment B.

CRITERIA	POINTS
Qualifications and experience of contractor to provide food service distribution services to the Oregon Zoo.	5
Proposed partnerships or programs that could benefit the Zoo.	5
Cost of services based on the percentage over landed cost.	35
Description or rebates received by distributor shall be passed on to the Zoo. Also, please list other potential savings for the Zoo, such as percentage discounts for invoices over certain dollar amounts; percentages back when monthly sales hit certain points; etc.	5
Presentation and usability of sustainable information that will be provided to the Zoo.	20
Reports.	10
Vendor's documentation and standards of cleanliness	5
Firm should show measurable steps taken to promote MWESB participation on past projects. (I.e. percentage of project awarded to MWESB firms, workforce utilization, or contracts awarded).	5
Proposing firm is certified as an MBE, WBE or ESB by the State of Oregon, and/or sub-consultants they are utilizing are certified.	5
Firm should display its company policies and practices with regard to workforce diversity. This could be demonstrated by workforce numbers reported of ethnic minorities and women. Also consider the firms written policies on recruitment and retention of a diverse workforce. (This should be more than simply a company's mission statement).	5
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XI. NOTICE TO ALL PROPOSERS -- STANDARD AGREEMENT

The attached Goods and Supply agreement is a standard agreement approved for use by the Office of Metro Attorney. This is the contract the successful team will enter into with Metro; it is included for your review prior to submitting a proposal.

Produce Supply



METRO

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

REQUEST FOR PROPOSALS (RFP 10-1617-ZOO)

ATTACHMENT A – SAMPLE CONTRACT

For Goods and Supply Contracts \$50,000 & Up

Contract No. _____

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

TERM OF CONTRACT

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

CONTRACT SUM AND TERMS OF PAYMENT

Metro shall compensate the Contractor for goods 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 (written amount) _____ and _____/100 dollars (\$_____). Payment shall be on a unit price only for those goods received in an acceptable condition to Metro. Contractor's billing statements 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. Metro will pay Contractor within 30 days of receipt of an approved billing statement.

ATTACHMENT A (Unit Pricing of Goods)

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

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

CONTRACTOR

Signature _____
Date _____
Name _____
Company _____
Address _____

Telephone _____
Tax ID or SS # _____

METRO

Signature _____
Date _____
Title _____
Department _____
Division _____
Telephone _____
Project Manager _____
Telephone/Fax _____



REQUEST FOR PROPOSALS (RFP 10-1617-ZOO)

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 CONTRACTOR's expense, the following types of insurance with a per occurrence limit at a minimum of \$1,000,000, covering the CONTRACTOR, its employees and agents: 1) Comprehensive General Liability insurance covering personal injury, property damage, bodily injury with automatic coverage for premises and operation, product liability, personal and advertising injury and contractual liability; and 2) Commercial Automobile Liability for owned and non-owned vehicles. Contractor shall maintain workers' compensation coverage in compliance with ORS 656.017.

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

REQUEST FOR PROPOSALS (RFP 10-1617-ZOO)

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 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 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.

Produce Supply



METRO

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

REQUEST FOR PROPOSALS (RFP 10-1617-ZOO)

SAMPLE

ATTACHMENT A (Unit Pricing of Goods)

Attachment A described the goods (food and/or other supplies) 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

Sample Escalation Clause: _____

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 offered, plus the post consumer and secondary waste content of the products offered.

ATTACHMENT B (Delivery and Service Requirements)

Delivery Dates: _____

Delivery Time: _____

Delivery Location: _____

Requirements include: _____

Produce Supply



METRO

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(503) 797-1700

REQUEST FOR PROPOSALS (RFP 10-1617-ZOO)

ATTACHMENT B – QUESTIONNAIRE

Please note: All requirements must be met to be considered.

In order to be eligible to submit, vendor must be able to meet all of the following requirements.

Please circle appropriate answer.	Please circle:
1. Terms: Net 30.	Yes / No
2. Vendors must supply a "will call" phone number for weekends and emergencies.	Yes / No
3. Ability to deliver to two (2) different locations at the Zoo.	Yes / No
4. Ability to deliver six days per week (Monday through Saturday.)	Yes / No
5. Ability to order by 4:30 PM for next day delivery day.	Yes / No
6. Deliveries to be received between 5:00a.m. and 7:30 a.m. on delivery days.	Yes / No
7. A vendor representative must be available for emergencies and other operating needs.	Yes / No
8. Ability to check audit vendors invoices as requested by Zoo.	Yes / No
9. Vendor must have the ability to deliver separated orders and invoices as specified by the Zoo for its various restaurants and facilities.	Yes / No
10. Produce reports showing percentage of produce purchased in the three groups: local, organic and/or third party certified.	Yes / No

