



Green Building Assessments of Metro Facilities Flexible Services Agreement

RFP 13-2200

Metro Sustainability Center

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

Project Manager

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Notice is hereby given that proposals for RFP 13-2200 for Green Building Assessments of Metro Facilities shall be received by Metro, 600 NE Grand Avenue, Portland OR 97232 until close of business on September 21, 2012. It is the sole responsibility of the proposer to ensure that Metro receives the Proposal by the specified date and time. Proposals may be mailed, delivered, faxed or emailed. Proposers shall review all instructions and contract terms and condition.

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I. INTRODUCTION

The Sustainability Center 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 for Green Building Assessments of Metro Facilities. Proposals will be due as indicated on the RFP cover page.

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

II. BACKGROUND/HISTORY OF PROJECT

Policies & Plans

Metro adopted an agency wide Green Building Policy in 2010 which set sustainable operations standards for existing buildings. One objective of this policy is to assess existing buildings for eligibility to apply for the LEED for Existing Buildings Operations and Maintenance (LEED-EBOM) certification at the Silver level or higher. Based on the findings of this assessment, Metro will prioritize which facilities the agency will pursue for LEED-EBOM certification.

In addition, Metro's green building policy and Sustainability Plan outline objectives for reducing stormwater runoff, installing ecoroofs where feasible and enhancing habitat function on its developed properties. Metro defines nature-friendly, or low impact, development practices as those which conserve and improve the natural systems and hydrologic functions of a site. Key objectives for nature-friendly site planning and development on Metro's urban properties include:

- Preserve, integrate and enhance on-site resources to manage runoff and provide wildlife habitat
- Preserve native soil, plants and vegetation.
- Minimize land disturbance.
- Avoid compaction of and/or amend soils.
- Use native plants.
- Maximize permeability, minimize offsite discharge
- Minimize stormwater runoff through the design of landscape elements that catch and absorb rainwater on-site and use bioretention, porous pavement and other small-scale stormwater controls that minimize impervious surfaces that produce stormwater runoff

Facilities

Metro operates a diverse portfolio of facilities, including parks, solid waste facilities and large visitor venues, and does so without a central facilities management department. The facilities have varying needs for green building assessment and planning. For this reason, the contract resulting from this request for proposals will provide a price agreement for *a la carte* assessment services available to each facility's operations manager.

Most Metro facilities have completed comprehensive energy audits in partnership with the Energy Trust of Oregon. The findings of these audits and the recommended energy efficiency measures (EEM's) will be made available to the winning consultant team for use in the LEED-EBOM assessments.

III. PROPOSED SCOPE OF WORK/SCHEDULE

Metro is seeking proposals from qualified firms to perform the following:

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The consultant will complete assessments for LEED-EBOM, ecoroof feasibility, stormwater reduction opportunities, habitat enhancement and solar feasibility on Metro's developed properties on an on-call, work order basis. **Proposers may propose on one assessment type or multiple assessment types.** Metro will award to one or more vendors for assessment services.

Metro facilities included in the green building assessment include the following. Note: This is an estimate of which facilities are *likely* to pursue assessments of this type. This is not a guarantee that each facility will complete all of the assessments listed below.

Facility/Site	LEED-EBOM assessment	Ecoroof feasibility assessment	Stormwater reduction assessment	Habitat enhancement assessment	Solar feasibility assessment
Metro Regional Center	Completed	✓	✓	✓	✓
Metro Central Transfer Station	N/A	✓	✓	✓	✓
Metro South Transfer Station	N/A	✓	✓	✓	✓
PCPA Antoinette Hatfield Hall	Completed	N/A	✓	N/A	✓
PCPA Keller Auditorium	✓	✓	✓	N/A	✓
Oregon Zoo (Africafe, various exhibits)	✓	✓	Completed	Completed	✓
Blue Lake Regional Park (various park buildings)	N/A	✓	✓	✓	✓
Expo Center	✓	✓	Completed	✓	✓
Oregon Convention Center	Completed	✓	Completed	N/A	✓
Boat launch facilities, parking lots (Chinook Landing Boat Launch and Gleason Boat Launch)	N/A	✓	N/A	N/A	✓
Glendoveer Golf Course	N/A	✓	Completed	✓	✓

The following describes the various types of green building assessments sought for Metro facilities through this RFP.

Task 1: LEED-EBOM assessment

1.1 Review current building operations and maintenance by examining building plans, maintenance and operations plans and schedules, and reviewing the Energy Star Performance evaluation, 12 months of utility data, policies and procedures, and renewal and replacement schedules for selected facilities.

1.2 Complete an analysis of LEED-EBOM feasibility by meeting with key personnel and completing the LEED-EBOM scorecard.

Deliverables:

- Draft LEED-EBOM scorecard for selected facilities for discussion with facility operations manager.
- Final scorecard and memo summarizing the certification level of LEED-EBOM likely achievable for each selected facility and strategies for achieving that level of certification or higher.

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Task 2: Ecoroof feasibility assessment and structural analysis

2.1 Roof structural analysis: Conduct a detailed structural analysis and engineering evaluation. Conduct a site review of existing building's roof structure to review as-built conditions. Perform structural calculations as required, to determine the capacity of the existing roof structure. See appendix A for estimated square footage of facilities in this RFP. Check with appropriate Metro facility operations managers for as-built structural drawings before obtaining drawings from the City of Portland.

2.2 Prepare a brief report summarizing the results of the structural analysis, engineering evaluation, review of as-built conditions and structural calculations, including the pounds per square foot saturated that the various parts of the roof can hold. Include a brief discussion of seismic retrofit requirements that may result from the addition of green roof loads. The seismic retrofit discussion will describe the potential upgrades required for the type of building to meet current building code requirements. The report will be stamped with a professional engineers' Oregon Structural stamp.

2.3 Recommend vegetated roof system types that would be applicable to this roof and provide an estimated cost per square foot to install.

Deliverables (submit in a single report not to exceed six pages):

- Structural analysis report as described above.
- Recommendation on whether an ecoroof is feasible given the results of the structural analysis.
- If an ecoroof is feasible, recommend vegetated roof system types that would be applicable to this roof and estimated cost per square foot to install.

Task 3: Habitat enhancement and stormwater reduction opportunities

The consultant will provide prioritized recommendations for improving habitat and reducing stormwater runoff at each site based on findings from the site assessments described below. Opportunities to capture, store, detain and/or treat runoff at the site shall be examined as well as opportunities to increase planting area, use native plants, remove pavement and other habitat friendly practices that fit into a particular site.

Metro will provide site plans or aerial photographs for a sampling of different properties, impervious area measurements, EIA measurements and stormwater fees on selected sites within Portland from water bills.

3.1 Habitat site assessment: Conduct site visit to visually assess current wildlife habitat and stormwater management systems and plantings. Assessment will include:

- Physical characteristics
- Site conditions: Describe the ecological role of the site and connectivity to other nearby sites (e.g. could this site help connect habitat patches?) Identify habitat types found on the site for wildlife, birds, pollinators and plants, including native/non-native/invasive plant ratio for each. Include habitat features potentially useful to wildlife.
- Wildlife use of the site: summary of wildlife seen or known to use the site,
- Identify habitat features potentially useful to wildlife either natural or human-made
- Recommended actions for improving habitat on the site.

3.2 Stormwater assessment: Conduct an assessment of the stormwater runoff from the site and sustainable stormwater management opportunities. Use the City of Portland's Stormwater Management Facilities Site Assessment Guide identified steps:

<http://www.portlandonline.com/shared/cfm/image.cfm?id=144648>

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- Step 1: Identify parts of the site that generate runoff
- Step 2: Identify slopes and surfaces
- Step 3: Assess soil for how well stormwater soaks in
- Step 4: Identify how much retrofit space is available, if any
- Step 5: Recommend potential ways that Metro could reduce stormwater runoff from the site and manage it sustainably

3.3 Report the findings from the site assessment, including prioritized recommendations for improving habitat and reducing stormwater runoff from the location, especially through the use of habitat friendly practices. Opportunities to capture, store, detain and/or treat runoff at the site shall be examined as well as opportunities to increase planting area, use native plants, remove pavement and implement other habitat friendly practices. Include estimated costs to implement recommendations.

Deliverables:

- Habitat site assessment
- Stormwater site assessment
- Summary report of findings and recommendations from habitat and stormwater assessments

Task 4: Solar feasibility assessment

4.1 Solar access assessment: Conduct an onsite assessment of the solar access on the roofs of selected Metro facilities. Solar access should be reported as a percentage of the total solar access or exposure possible. Assessment should consider solar photovoltaic (PV) installation alone or in combination with an ecoroof. Sites for solar assessment may include roof areas as well as some ground mount locations. Assessment will include recommendation for the total kilowatts (KW) of photovoltaics that could be mounted at the specified location and how much of the facility's electricity use could be offset with solar electricity, expressed in kilowatt hours (Kwh) per year and as a percentage of the annual electricity consumption of the facility.

4.1 Estimate of solar costs: Provide an estimate of the cost to install solar PV at each facility assessed, broken down per KW installed. Assume solar panels manufactured in the United States and Bureau of Labor & Industries prevailing wages for installation crews for the purposes of this estimate. Facility electricity usage data for a twelve-month period is available for this task.

Deliverables:

- Solar access assessment report for each site evaluated (1-2 pages each)
 - Identification of the areas proposed to install solar photovoltaic modules, including the layout and configuration.
 - Sun Charts documenting shading impacts on the areas proposed for installation
 - A proposed "one-line" diagram of the electric system as required by the Energy Trust of Oregon Solar Electric Installation Requirements.
 - Description of the solar module mounting and roof/ground attachment systems, including what warranties will be provided.
 - Brand, model number, size, and number of solar modules to be used in the project.
 - Estimate of monthly electricity production from standard solar electric estimating software (e.g., PVWatts).

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- Cost estimate to install solar PV at each site evaluated, broken down by KW installed (1 page each site)

The term of the contract is anticipated to be September 2012 through June 2014.

IV. QUALIFICATIONS/EXPERIENCE

Proposers shall provide the following information regarding experience for the tasks proposed:

Task 1: LEED-EBOM assessment

- Members of the project team who have LEED Accredited Professional certification in the Existing Buildings + Operations and Maintenance (LEED-EBOM) standard
- Experience with LEED-EBOM feasibility assessments and implementation in public facilities

Task 2: Ecoroof feasibility assessment and structural analysis

- Structural engineer certification for primary members of the project team
- Experience with ecoroof feasibility on other commercial facilities, preferably in the Pacific Northwest (location preference only, not required)

Task 3: Habitat enhancement and stormwater reduction opportunities

- Knowledge and certifications in environmental planning, stormwater engineering and/or landscape architecture
- Overview of experience performing stormwater and habitat assessments for urban sites; stormwater facility selection, design and sizing; and integrating terrestrial ecology elements into urban projects
- Familiarity with the following: urban ecology principles, including local habitat types and native and invasive species; stormwater facility options, technologies and factors influencing stormwater facility selection; City of Portland's stormwater manual, stormwater retrofit options and stormwater permitting processes
- Experience creating and implementing stormwater management plans for urban sites and commercial buildings and facilities

Task 4: Solar feasibility assessment

- List of all project participants and their qualifications/experience in the design and installation of similar solar electric systems, including, if used on your team: 1) PV system design engineer(s); 2) structural engineers; 3) mechanical contractor; 4) electrical engineer.

V. PROJECT ADMINISTRATION

Molly Chidsey, Metro's project manager, will administer the contract. Operations managers from each Metro facility or location will be the on-site project manager for each assessment work order. Proposer shall identify one point of contact for the resulting contract.

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VI. PROPOSAL INSTRUCTIONS

A. Submission of Proposals

Metro requests proposal submission be emailed to Molly.Chidsey@oregonmetro.gov in PDF, Word and/or Excel format. No written paper proposals will be accepted.

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 Molly.Chidsey@oregonmetro.gov. Any questions, which in the opinion of Metro, warrant a written reply or RFP addendum will be furnished to all parties receiving this RFP. Metro may not respond to questions received after 3:00 p.m. on September 14, 2012.

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 no more than twelve (12) pages of written material (excluding biographies, resumes and brochures, which may be included in an appendix), describing the ability of the consultant 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 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. (Not to exceed 1 page)

B. Approach/Project Work Plan: Describe how the work will be done within the given timeframe and budget. Include a proposed work plan and schedule. (Not to exceed 3 pages)

C. Staffing/Project Manager Designation: Identify specific personnel assigned to major project tasks, 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 individuals proposed for this contract. (Not to exceed 3 pages)

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

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- D. Experience: Indicate how your firm meets the experience requirements listed in section IV. of this RFP. List projects conducted over the past five 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. Include a description of education, certificates or licenses, professional background, experience, skills, expertise and training for the type of services required. (Not to exceed 2 pages)
- 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 subconsultant fees (if any). Requested expenses should also be listed. (Not to exceed 1 page)
- F. Diversity in Employment and Contracting: (Not to exceed 1 page)
- 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 and/or ESB. Provide certification number, if applicable.
- G. Exceptions to Standard Agreement and RFP: Carefully review the Standard Agreement attached hereto as Exhibit A and incorporated herein. 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 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. (Not to exceed 1 page)

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 the Metro contract number, an itemized statement of the work done during the billing period, and will not be submitted more frequently than once a month. Payment shall be made by Metro on a Net 30 day basis upon approval of Contractor 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.

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- 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.

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 one firm. Award shall be made to the highest ranked Proposer based on the stated evaluation criteria. In the event negotiations are unsuccessful, Metro reserves the right to negotiate with the next highest ranked firms.
- 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.

	Percentage of Total Score
Project Work Plan/Approach	
1. Demonstration of understanding of the project objectives	15
2. Performance methodology	15
Project Staffing Experience	
1. Project consultant/staff experience	10
2. Similar project experience	10
Budget/Cost Proposal	30
1. Projected cost/benefit of proposed work plan/approach	
Diversity in Employment and Contracting	20
1. Work Force Diversity, Diversity in Contracting, Diversity of Firm	
	100%

X. NOTICE TO ALL PROPOSERS -- STANDARD AGREEMENT

The attached agreement included herein reflects preliminary, draft contract language and selected, proposed contract terms for this procurement. Proposers 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 proposals submitted in response to this procurement, to amend, modify or negotiate over any and all such contract language, terms and provisions regarding the agreement arising from this procurement. By submitting a proposal in response to this procurement, proposers 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, proposers 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.

Sample Contract

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Metro Contract No. XXXXXX

Personal Service Agreement over \$50,000

THIS AGREEMENT is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 N.E. Grand Avenue, Portland, OR 97232-2736, and Company Name, referred to herein as "Contractor," located at address, City, State Zip.

In exchange for the promises and other consideration set forth below, the parties agree as follows:

1. **Duration.** This personal services agreement shall be effective Month XX, 201X and shall remain in effect until and including Month XX, 201X, unless terminated or extended as provided in this Agreement. 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.
2. **Scope of Work.** Contractor shall provide all services and materials specified in the attached "Attachment A -- Scope of Work," which is incorporated into this Agreement by reference. All services and materials shall be provided by Contractor in accordance with the Scope of Work, in a competent and professional manner. To the extent that the Scope of Work contains additional contract provisions or waives any provision in the body of this Agreement, the Scope of Work shall control.
3. **Payment.** Metro shall pay Contractor for services performed and materials delivered in the amount(s), manner and at the time(s) specified in the Scope of Work for a maximum sum not to exceed XXXXXX AND XX/100THS DOLLARS (\$XXXXXX.XX). Payment shall be made by Metro on a Net 30 day basis upon approval of Contractor invoice.
4. **Insurance.** Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:
 - (a) The most recently approved ISO (Insurance Services Office) Commercial General Liability policy, or its equivalent, written on an occurrence basis, with limits not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. The policy will include coverage for bodily injury, property damage, personal injury, contractual liability, premises and products/completed operations. Contractor's coverage will be primary as respects Metro;
 - (b) Automobile insurance with coverage for bodily injury and property damage and with limits not less than minimum of \$1,000,000 per occurrence;
 - (c) Workers' Compensation insurance meeting Oregon statutory requirements including Employer's Liability with limits not less than \$500,000 per accident or disease; and
 - (d) 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. PROFESSIONAL LIABILITY REQUIRED FOR ARCHITECTURAL & ENGINEERING SERVICES - DELETE PROFESSIONAL LIABILITY INSURANCE LANGUAGE IF NOT REQUIRED

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. Certificate of Insurance shall identify the Metro contract number.

5. **Indemnification.** Contractor shall indemnify and hold Metro, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses and expenses arising out of or in any way connected with its

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performance of this Agreement, or with any patent infringement or copyright claims arising out of the use of Contractor's designs or other materials by Metro and for any claims or disputes involving subcontractors.

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

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

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g. Failure of the Contractor or subcontractor to keep or disclose records as required by this document or any solicitation document may result in debarment 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.

7. Project Information. Contractor shall share all project information and fully cooperate with Metro, informing Metro of all aspects of the project including actual or potential problems or defects. Contractor shall abstain from releasing any information or project news without the prior and specific written approval of Metro.

8. Independent Contractor Status. Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall Contractor be considered an employee of Metro. Contractor shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work. Contractor is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement. Contractor shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to Metro.

9. Right to Withhold Payments. Metro shall have the right to withhold from payments due to 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.

10. State and Federal Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapters 279A, 279B and 279C, and the recycling provisions of ORS 279B.025 to the extent those provisions apply to this Agreement. All such provisions required to be included in this Agreement are incorporated herein by reference. Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations including those of the Americans with Disabilities Act.

11. Situs. The situs of this Agreement is Portland, Oregon. Any litigation over this agreement shall be governed by the laws of the State of Oregon and shall be conducted in the Circuit Court of the state of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

12. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by either party without Metro's written consent.

13. Termination. This Agreement may be terminated by mutual consent of the parties. In addition, Metro may terminate this Agreement by giving Contractor seven (7) days prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Termination shall not excuse payment for expenses properly incurred prior to notice of termination, but neither party shall be liable for indirect or consequential damages arising from termination under this section.

14. No Waiver of Claims. The failure to enforce any provision of this Agreement shall not constitute a waiver by Metro of that or any other provision.

15. Modification. Notwithstanding and succeeding any and all prior agreement(s) or practice(s), this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing(s), signed by both parties. Metro may approve changes and modifications to the original contract, including deletions of work, order of additional materials, and additional services reasonably related to the original work scope. Contractor may propose changes in the work that Contractor believes are necessary, will result in higher quality work, improve safety, decrease the amount of the contract, or otherwise result in a better or more efficient work product. If such changes are approved by



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

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Metro, they shall be executed by written contract amendment signed by both parties. Such changes shall not relieve Contractor of any obligation or warranty under the contract. No oral statements by either party shall modify or affect the terms of the contract.

16. Severability. The parties agree that any provision of this Contract that is held to be illegal, invalid, or unenforceable under present or future laws shall be fully severable. The parties further agree that this Contract shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never been a part of them and the remaining provisions of the Contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Contract. Furthermore, a provision as similar to the illegal, invalid, or unenforceable provision as is possible and legal, valid and enforceable shall be automatically added to this Contract in lieu of the illegal, invalid, or unenforceable provision. Any failure by METRO to enforce a provision of the Contract is not to be construed as a waiver by METRO of this right to do so.

17. Counterparts. This Contract may be executed in counterparts or multiples, any one of which will have the full force of an original.

18. Delivery of Notices. Any notice, request, demand, instruction, or any other communications to be given to any party hereunder shall be in writing, sent by registered or certified mail or fax as follows:

To Contractor:	Contractor Contact	To Metro:	Project Manager Name
	Firm Name		Metro
	Address		600 NE Grand Ave
	City State Zip		Portland, Oregon 97232
	XXX-XXX-XXXX fax		503-XXX-XXXX fax

19. Intergovernmental Cooperative Agreement: Pursuant to ORS 279A and the Metro 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 Contractor 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 Contractor specifically declines to participate in the program by marking the box below, the Contractor agrees to participate in the Intergovernmental Cooperative Purchasing program. **Contractor declines to participate in the Intergovernmental Cooperative Purchasing program as indicated by the following initials _____.** REMOVE THIS SECTION IF IT DOES NOT APPLY TO THE CONTRACT

CONTRACTOR
By _____
Print Name _____
Date _____

METRO
By _____
Print Name _____
Date _____



Sample Contract

Request for Proposals - Informal (RFP 13-2200)

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503-797-1700

1. Purpose and Goal of Work

2. Description of the Scope of Work

3. Deliverables/Outcomes

4. Payment and Billing

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

INCLUDE HOURLY RATES OR TASK BASED PAYMENTS IF APPLICABLE

The maximum price includes all fees, costs and expenses of whatever nature. Each of Metro's payments to Contractor shall equal the percentage of the work Contractor accomplished during the billing period. Contractor's billing invoices shall include the Metro contract number, Contractor name, remittance address, invoice date, invoice number, invoice amount, tax amount (if applicable), and an itemized statement of work performed and expenses incurred during the billing period, and will not be submitted more frequently than once a month. Contractor's billing invoices shall be sent to Metro Accounts Payable, 600 NE Grand Avenue, Portland, OR 97232-2736 or metroaccountspayable@oregonmetro.gov. The Metro contract number shall be referenced in the email subject line. Contractor's billing invoices for services through June 30 shall be submitted to Metro by July 15. Payment shall be made by Metro on a Net 30 day basis upon approval of Contractor invoice.

Appendix A

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Appendix A

Metro facility square footage

Facility/Site	Square footage
Metro Regional Center	111,900
Metro Central Transfer Station	178,790
Metro South Transfer Station	85,515
PCPA Antoinette Hatfield Hall	101,074
PCPA Keller Auditorium	146,555
Oregon Zoo (Various exhibits and facilities)	Varies: <2,000
Blue Lake Regional Park (Lake House, Park Office, Pumphouse)	Varies: < 2,000
Expo Center (Hall D, Hall E)	Hall D: 89,707 Hall E: 126,116
Oregon Convention Center (Original section, expansion section)	Original section: 449,790 Expansion section: 385,000
Glendoveer Golf Course (Ringside Restaurant, Tennis center, driving range building)	Restaurant: 9,775 Tennis: 24,600 Driving range building: 35,200
Gleason Boat Ramp and parking lot	Approx. 217,800 (5 acres)
Chinook Landing Boat Ramp and parking lot	4,020