



Natural Areas Information System Development

RFP 11-1848

Metro Sustainability Center

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

Project Manager

Brian Kennedy, Finance Manager
brian.kennedy@oregonmetro.gov
503-797-1908

Procurement Analyst

Sharon Stiffler
sharon.stiffler@oregonmetro.gov
503-797-1613

Notice is hereby given that proposals for RFP 11-1848 for Natural Areas Information System Development shall be received by Metro, 600 NE Grand Avenue, Portland OR 97232 until close of business on March 8, 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

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FOR

Natural Areas Information System Development

I. INTRODUCTION

Metro is the directly elected regional government that services more than 1.2 million residents in Clackamas, Multnomah and Washington counties and the 25 cities in the Portland Metropolitan area. Metro is responsible for regional growth management, transportation and land use planning, regional environmental management, operation of the Oregon Zoo, regional parks and greenspaces programs, and technical services to local governments.

The Metro Natural Areas Program, 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 development of an information system for tracking and management of natural areas owned by Metro. Details concerning the project and proposal are contained in this document.

Proposals will be due no later than the date and time listed on RFP cover page. Details concerning the project and proposal are contained in this document.

II. BACKGROUND/HISTORY OF PROJECT

The Natural Areas Division of Metro's Sustainability Center is responsible for implementing Metro Council's goal of protecting and enhancing the region's natural assets for future generations to enjoy. Those assets include clear air and water and quality habitat for fish, wildlife and people.

This effort began in 1995 with passage of the \$135.6 million Open Spaces, Parks and Streams Bond measure with the goal of acquiring land in 14 of the 57 regional natural areas identified in the 1992 Metropolitan Greenspaces Master Plan. Over 8,100 acres of open spaces in 14 target areas and 74 miles of stream and river frontage were acquired.

In 2006 voters passed the \$227.4 million Natural Area Bond Measure, \$168.4 million of which will be used directly by Metro to acquire 3,600 – 4,500 acres in river and stream corridors, headwaters and wildlife areas in 27 regional target areas. To enhance accountability and transparency of the program, the 2006 bond measure establishes a citizen oversight committee and requires an annual financial audit. It is expected that land acquisition under the 2006 bond measure will continue into 2013-14.

To support the 1995 acquisition process an information system was necessary. Based upon the Office of Metro Attorney's file structure and the Open Spaces bond measure refinement plan, a system was developed. The main features of this system are:

- 1.) The "G-number" which uniquely identifies each property, serves as the index into the manual filing system of acquisition documents and is transferred into the general ledger (within PeopleSoft) to track revenue and expenditure; both roll up into the program's target areas.
 - a. The G-number was based on target areas and acquisitions. Each target area is structured as a "parent," with each purchase or option to purchase as a "child" which is assigned the G-number. It does not include taxlot information and one G-number may include multiple parcels.

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- 2.) The Natural Areas Database – a Microsoft Access database that records the attributes of each property. Entries are made in this database after the sale of the property has closed. The G-number is not maintained in this database.

By continuing use of the G-numbers and cloning the 1995 Natural Areas Database this same system is being used to support the 2006 bond measure. However, the conditions under which the acquisition program operates have changed and the adequacy of the information system is under question:

- 1.) The systems cannot directly calculate measures of performance included in Metro's annual budget. For most performance measures manual calculation is required.
- 2.) The Metro Council is establishing a system of quarterly project progress reporting. This reporting requirement for the natural areas acquisition program currently cannot be met through the current system.
- 3.) The system does not incorporate performance measures developed by Natural Areas Acquisition Citizen Oversight Committee.
- 4.) The current system can search by county, but not easily between the two bond programs. There are work-arounds in place, but this is a barrier for a quick response to external requests for information such as "total acres acquired in Clackamas County."

Additionally, the October 2007 report Natural Areas Program – improved transparency issued by Metro's Auditor recommends:

- 1.) Direct future efforts to building a performance measurement system. This includes "a more comprehensive set of performance measures and the means to capture and report these measures."
- 2.) Use past experience to continuously improve the system by documenting "valuable information about purchasing real estate for a public purpose."

An internal review determined that the current systems in place were not able to meet the requirements of the program and likely could not be modified to do so. In 2010, Metro contracted with the Sitka Technology Group to conduct a strategic planning process to guide the future development of a new natural areas information system. The following documents were prepared by Sitka and are included as attachments:

- Attachment A: Broadsheet – quick project overview that includes a summary of current problems, user profiles, workflow, technical building blocks and high-level requirements.
- Attachment B: User Task Summary
- Attachment C: User Task List including use cases
- Attachment D: Deliverables – includes task scores and summarized level of effort estimates for implementation
- Attachment E: Natural Areas Program Solution Constraints – list of functional and technical constraints identified for the project

Sitka Technology Group was awarded the contract for the first phase of this project. Neither the Request for Proposals nor the contract prohibit Sitka Technology Group from submitting a proposal for this RFP. To ensure fairness to all proposers, Metro has taken the following actions:

- All of the deliverables from the first phase of the project are included with this RFP
- The project manager from the first phase will not participate in any aspect of the evaluation of these proposals
- None of the members of the evaluation team from the first phase will participate in the review of these proposals

Unless otherwise stated, Metro assumes no requirement originating in the first phase of the project creates any bias for any potential contractor. Any proposers submitting a proposal without indicating any potential bias are presumed to believe that there are no such biased requirements in the procurement.

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III. PROPOSED SCOPE OF WORK/SCHEDULE

Metro is seeking proposals from qualified firms to perform the following services and to deliver the products described:

The goal of this project is to create an electronic information system for the tracking and management of natural areas acquired by Metro as part of the 1995 and 2006 bond measures. The initial scope of the project will focus on the deliverables in Priority Group A – Core Data Management (Attachment D). However, Metro may choose to include in additional deliverables in the Scope based on negotiations with the successful proposer. See the Proposal Instructions for more information on how to structure the proposal.

Project Deliverables

1. Project Plan – Provide a detailed project plan in Microsoft Project 2007 format that identifies tasks, deliverables, estimated schedule, and resource requirements for Metro and the Contractor.
2. Functional Natural Areas Information System that includes the deliverables selected by Metro and the Contractor.
3. End User Training – Provide functional training to key end users utilizing a train-the-trainer approach.
4. Technical Training – Provide technical and systems administration training to technical leads in the Information Services Department.
5. End User Documentation – Provide basic electronic documentation of key business processes that can be updated by Metro staff over time.
6. Technical Documentation – Provide documentation of all relevant technical details including system architecture, dependencies, technical requirements, and maintenance procedures.

The deliverables in Attachment D describe the eventual full functionality of the desired system. In this phase of the development, Metro only anticipates having funding to complete the deliverables in the Priority Group A (primarily Core Data Management activities). However, Metro would like proposers to include (and price separately) the deliverables in Priority Groups B and C. Metro, at its sole discretion, may elect to include those deliverables in the contract with the successful proposer.

During the strategic planning phase of the project, staff identified a number of a requirements for the proposed solution. The proposed solution must meet the following functional requirements:

- Provide value to each member of the Natural Areas Program cross-functional team in order to achieve broad support and “buy-in”
- Be championed and fully supported by Metro and NA management in response to oversight and auditor recommendations
- Improve business operations while minimizing disruptions to staff
- Clearly identify systems-of-record with defined responsibilities for tracking data entities and documents
- Provide acceptable systems performance (e.g., reasonably fast page loads) and user-centered design (e.g., useful and useable user interfaces) that supports efficient completion of business tasks
- Minimize Metro Information Services operations and maintenance overhead
- Securely store and control access to private and confidential acquisition data and documents
- Be accessible from the existing Metro network infrastructure
- Support and comply with applicable Metro records retention schedules
- Allow stored data and documents to be reliably backed-up to ensure business continuity
- Have look-and-feel style guidelines that are coordinated with the Communications team
- Ensure user interfaces conform to Section 508c accessibility requirements
- Improve ability to report performance measures
- Facilitate quick and accurate responses to partner jurisdictions
- Conform with existing bond oversight and process resolutions

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The project team also identified the following technical requirements:

- Use Metro document management systems (TRIM and SharePoint 2010) if possible
- Be designed to comply with records retention policies
- Share data elements with Metro's PeopleSoft system, such as asset ID's and project numbers
- Integrate with Google Maps and/or existing ESRI GIS systems where possible
- Support Metro's standard Web browser, which is currently Internet Explorer 8
- Operate effectively using Metro's standard workstation configuration, which is moving to Windows 7 with Office 2010 in calendar year 2011

Several technical issues were identified as items to be considered for the proposed solution, but likely require more research and discussion between the agency and the successful proposer:

- Use 3rd party real-estate contact management solutions for negotiator tools
- Solution should be congruent with Metro's current information system architecture. For internal web applications Metro leverages a Microsoft IIS, ASP.NET and MSSQL environment. Leverage Metro Active Directory for authentication
- Allowing for an external vendor to design, build, deploy, and support the NA system; most likely via VPN

IV. QUALIFICATIONS/EXPERIENCE

Proposers shall have knowledge of current information systems technology, experience identifying and implementing appropriate information system technologies, experience with systems designed for use with natural resources, and preferably experience with public sector entities.

V. PROJECT ADMINISTRATION

The project will be managed by Brian Kennedy, Finance Manager for the Natural Areas program, in conjunction with a project team composed of staff from the Natural Areas Program and Information Services Department. Performance under the resulting contract, including the quality of the identified deliverables, shall be subject to the approval of Mr. Kennedy.

VI. PROPOSAL INSTRUCTIONS

A. Submission of Sealed Proposals

Five (5) copies of the proposal shall be furnished to Metro in a sealed envelope, addressed to:
Metro
Procurement Services
Attn: Sharon Stiffler, RFP #11-1848
600 NE Grand Avenue
Portland, OR 97232-2736

B. Deadline

Proposals will not be considered if received after the date and time noted 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 Sharon Stiffler at (503) 797-1613 or via email at sharon.stiffler@oregonmetro.gov. Any

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questions, which in the opinion of Metro, warrant a written reply or RFP amendment will be furnished to all parties receiving this RFP. Metro will not respond to questions received after February 28, 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) 797-1816.

VII. PROPOSAL CONTENTS

The proposal should contain no more than 50 pages of written material (excluding biographies 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.
- B. Approach/Project Work Plan: Describe how the work will be done and include a proposed work plan and schedule. In addition, specifically address the following areas:
1. Development methodology – describe the software development methodology proposed to be used
 2. Stakeholder involvement – describe how the stakeholders (see User Profiles) identified in Attachment A will be included in the development process.
 3. Proposed solution – describe the approach that will be taken to develop the system based on work done in Phase I of the project. Include technical details such as the proposed user interface (if known), interfaces with other Metro business systems, and the approach used for building the functionality described in the deliverables into the system.
 4. Technical architecture – describe the proposed system requirements and overall design of the system including the following specific elements (including version):
 - a. Operating System
 - b. Web Server
 - c. Other required middleware/software components
 - d. Database
 - e. Hardware Specifications (Metro will directly purchase any required hardware)
- 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.

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 consultant must assure responsibility for any subconsultant work and shall be responsible for the day-today 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.
- 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. List the costs for each deliverable in the scope of work separately. Also, the cost for the deliverables in each Priority Group (Attachment D) must be broken out separately.
- 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 (e.g., fully minority owned) 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:
- Describe your business practices to reduce environmental impacts of your operations. This may include use of environmentally friendly cleaners, alternative fuel vehicles, use of recycled and recyclable products, sustainable building practices, etc.
 - 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.
 - 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 Personal Services Agreement and RFP:
Carefully review the Personal Services Agreement (“PSA”) attached hereto 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 PSA 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.

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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.

Development services will be paid only a milestone/deliverable completion basis, meaning the Agency will pay only when the Contractor has satisfactorily completed mutually agreed upon payment milestones. All payment milestones will be defined contractually. In addition, Metro will retain 15% of all service payments until system acceptance; retention thereafter or withholding for punch list items will be defined during the contract negotiation phase.

- 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.

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.
- 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	15%
1. Demonstration of understanding of the project objectives	
2. Approach for engaging stakeholders/users	
Function Solution Fit	20%
1. Demonstration of understanding of the project deliverables	

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2.	Design of proposed solution	
	Technical Solution Fit	15%
1.	Compatibility with existing technical infrastructure	
2.	Maintenance/support requirements	
	Project Staffing Experience	15%
1.	Firm or staff experience with similar projects	
2.	Firm or staff experience with other public sector agencies	
	Budget/Cost Proposal	20%
1.	Overall project cost	
	Diversity	10%
1.	Work Force Diversity	
2.	Diversity in Contracting	
3.	Diversity of Firm	
	Sustainable Business Practices	5%
1.	Environmental Impacts	
2.	Support of local business and markets	
3.	Employee compensation structure	
	Total	100%

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 personal services agreement 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 award and negotiation.



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

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For Personal Service Agreements \$50,000 & Up

Contract # _____

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 _____, referred to herein as "Contractor," located at _____.

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 _____ and shall remain in effect until and including _____, unless terminated or extended as provided in this Agreement.
2. Scope of Work. Contractor shall provide all services and materials specified in the attached "Exhibit 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 _____ AND _____/100THS DOLLARS (\$_____).
4. Insurance.
 - a. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:
 - (1) Broad form comprehensive general liability insurance covering bodily injury and property damage, with automatic coverage for premises, operations, and product liability, shall be a minimum of \$1,000,000 per occurrence. The policy must be endorsed with contractual liability coverage; and
 - (2) automobile bodily injury and property damage liability insurance coverage shall be a minimum of 1,000,000 per occurrence.
 - b. Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS. Notice of any material change or policy cancellation shall be provided to Metro 30 days prior to the change or cancellation.
 - c. Contractor, its subcontractors, if any, and all employers working under this Agreement that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. Contractor shall provide Metro with certification of Workers' Compensation insurance including employer's liability. If Contractor has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached, as Exhibit B, in lieu of the certificate showing current Workers' Compensation.
 - d. If required by the Scope of Work, Contractor shall maintain for the duration of this Agreement professional liability insurance covering personal injury and property damage arising from errors, omissions, or malpractice. Coverage shall be in the minimum amount of \$500,000. Contractor shall provide to Metro a certificate of this insurance, and 30 days' advance notice of material change or cancellation.
 - e. 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.
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, including attorney's fees, arising out of or in any way connected with its 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

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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.

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



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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.

13. Termination. This Agreement may be terminated by mutual consent of the parties. In addition, Metro may terminate this Agreement by giving Contractor seven 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.

By _____
Title _____
Date _____

METRO
By _____
Title _____
Date _____