



METRO

PEOPLE PLACES

OPEN SPACES

RFP-10-1652-IS

PROFESSIONAL RECORDS STORAGE AND DESTRUCTION SERVICES

Information Services Department

600 N.E. Grand Avenue
PORTLAND, OR 97232-2736
(503) 797-1700

Project Manager:

Becky Shoemaker
Metro Records Officer
(503) 797-1740

becky.shoemaker@oregonmetro.gov

Department Purchasing Coordinator:

Vickie Schoen
(503) 797-1880

vickie.schoen@oregonmetro.gov

Notice is hereby given that proposals for **RFP-10-1652-IS** for Professional Records Storage and Destruction Services shall be received by Metro, 600 N.E. Grand Avenue, Portland OR 97232-2736 until 3:00 p.m., May 14, 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.

Request for Proposals



RFP-10-1652-IS **Professional Records Storage and Destruction Services**

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

TABLE OF CONTENTS

Section 1. General Information	3
1.01 Introduction	3
1.02 Service Locations	3
1.03 Project Administration	3
1.04 Proposal Instructions	3 - 4
Section 2. Requested Services	5
2.01 Proposal Contents	5
2.02 Executive Summary	5
2.03 Introduction of the Firm	5
2.04 Qualifications of the Firm	5 - 6
2.05 Qualifications of Staff	6
2.06 Storage Facility/Facilities	6 - 7
2.07 Disaster Planning	7
2.08 Scope of Services	7 - 9
Section 3. Terms and Conditions	9
3.01 Limitation and Award	9
3.02 Billing Procedures	9
3.03 Validity Period and Authority	9
3.04 Conflict of Interest	10
3.05 Equal Employment and Nondiscrimination Clause	10
3.06 Notice to All Proposers – Standard Agreement	10
Section 4. Proposal Evaluations	10
4.01 Evaluation Procedures	10
4.02 Scoring and Evaluation Criteria	10 - 11
4.03 Appeal of Contract Award	11
Attachments	
Attachment 1: Reference Questionnaire	12 - 13
Attachment 2: Personal Services Agreement	14 - 17

Request for Proposals



RFP-10-1652-IS **Professional Records Storage and Destruction Services**

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

Section 1. General Information

1.01 Introduction

Metro (www.oregonmetro.gov) 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 and spectator facilities, regional parks and green spaces programs; and technical services to local governments.

The Information Services Department of Metro, located at 600 NE Grand Avenue, Portland, OR 97232-2736, is requesting proposals for professional records storage and destruction services. Proposals will be due no later than 3:00 p.m., May 14, 2010 in Metro's business offices at 600 NE Grand Avenue, Portland, OR 97232-2736.

Metro is seeking a (3) three-year contract with a qualified provider for professional records storage and destruction services. Details concerning the project and proposal are contained in this document.

1.02 Service Locations

Although the majority of records requiring accession, retrieval, and destruction services are from the Metro Regional Center located at 600 NE Grand Avenue, the Agency operates a variety of facilities across the region, which may require servicing from time to time:

- Metro Central Transfer Station (Oregon City)
- Metro South Transfer Station (NW Portland)
- Oregon Zoo (SW Portland)
- Oregon Convention Center (NE Portland)
- MERC Commission Office and Portland Center for the Performing Arts (*PCPA*) (SW Portland)
- Portland Metropolitan Exposition Center (*Expo Center*) (North Portland)

1.03 Project Administration

Becky Shoemaker, Metro Records Officer will manage the resulting contract.

1.04 Proposal Instructions

A. Submission of Proposals

All Proposers need to furnish one (1) original and two (2) hard copies of the proposal, addressed to:

Metro, Information Services Department
Attn: Vickie Schoen
600 N.E. Grand Avenue
Portland, OR 97232-2736
RE: RFP-10-1652-IS

Request for Proposals



RFP-10-1652-IS **Professional Records Storage and Destruction Services**

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

B. Deadline

Proposals will not be considered if received after 3:00 p.m., May 14, 2010.

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 Becky Shoemaker at (503) 797-1740. For any questions, which, in the opinion of Metro, warrants a written reply or RFP amendment, Metro's response will be furnished to all parties receiving this RFP. Metro will not respond to questions received after 3:00 p.m., May 7, 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. 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 N.E. Grand Avenue Portland, OR 97232-2736 (503) 797-1816.

F. Preliminary Schedule

These dates are estimates and are subject to change by Metro.

Event	Date
Release RFP	April 23, 2010
Questions (if any) Due	May 7, 2010
Proposal Responses Due	May 14, 2010
Reference Questionnaires Due	May 14, 2010
Proposal Evaluation Complete	May 28, 2010
Announce Successful Bidder	June 1, 2010
Complete Contract Negotiations	June 18, 2010
New Contract in Place	July 1, 2010

Request for Proposals



RFP-10-1652-IS Professional Records Storage and Destruction Services

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

Section 2. Requested Services

2.01 Proposal Contents

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the firm's capabilities to satisfy the requirements of the RFP. Submission of technical literature, display charts, or other supplemental materials are the responsibility of and within the discretion of the firm.

Proposal documents shall be sectionalized as described below. Each section should be preceded by a blank page with an index tab extending beyond the far right side of the page. The index tab shall have the appropriate section number typed thereon. At a minimum, the items described in each section below shall be addressed.

2.02 Executive Summary

An executive summary should briefly describe the Proposer's approach to the proposal and clearly indicate any options or alternatives. It should indicate any major requirements that cannot be met by the Proposer. This summary should highlight the major features of the proposal and identify relevant supporting materials.

2.03 Introduction of the Firm

Include an introduction of the firm, and/or an introduction of all members who may be involved in this contract. Describe primary business experience of the firm, the firm's overall mission statement, length of time in business, ownership, the location of office(s), telephone number, e-mail address, web-site address and other matters firms might deem pertinent and introductory in nature. Company resumes are acceptable. A primary contact person for solicitation purposes with phone number, e-mail and fax number must be included.

2.04 Qualifications of the Firm

In this section, the firm shall provide its history, experience and past performance relevant to Metro's needs, including but not limited to, a description of the firm's direct experience which is similar in nature, scope and complexity to that required by this contract.

- A. Provide evidence of the necessary financial strength to provide goods and services for the duration of the contract.
- B. List number of employees and shifts. What is the current rate of employee turnover?
- C. List other services provided by your firm, such as tracking software, on-line records access, etc. Please indicate if these services are included with the storage costs or would be an additional charge.

Request for Proposals



RFP-10-1652-IS **Professional Records Storage and Destruction Services**

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

- D. The firm shall provide a minimum of three references for a similar type of work. Proposer shall forward Reference Questionnaires to those references for completion, to be returned directly to Metro. Metro is particularly interested in past or current clients such as government, legal, or other entities with frequent document pull/delivery demands. [See: Attachment 1]
- E. Summarize past performance in utilizing minority, women and emerging small businesses (MWESB) in your contracts and purchasing practices. Include any MWESB firms to be used in Metro's contract, as well as your firm's policies and practices aimed at recruiting and maintaining a diverse workforce, including women and ethnic minorities.

2.05 Qualifications of Staff

This section shall contain the firm's staffing and organizational plan, which shall identify the project manager(s) and any other key personnel who will be assigned to the work under this contract and shall discuss the direct qualifications, experience and training of each key individual or group of individuals.

- A. Describe your firm's training programs for employees (such as disaster recovery, security). Discuss types of training, frequency, and provide copies of training manuals if applicable.
- B. Does your firm perform criminal background checks on employees before hiring? Are ongoing background checks performed?
- C. List the number of accidents and types that have occurred in the past 3 years with your firm. Please include dates and descriptions.
- D. Has your firm terminated employees due to theft in the past 3 years? Please include dates and descriptions.

2.06 Storage Facility/Facilities

The facility section of the proposal shall be specific and complete in all respects. At a minimum, the vendor response to the facility section shall demonstrate compliance with industry standards and include the following:

- A. List current number and location(s) of storage facilities. Specifically, Metro is interested in those facilities closest to our 600 NE Grand Avenue, Portland location. Specify which location(s) vendor proposes to use for storage of Metro's records.
- B. Provide a description of the facility including facility construction, racking systems, storage capacity, and other characteristics of the physical plant.
- C. Does your firm own, rent or lease the storage facility? (If renting or leasing, please provide term end dates.)
- D. Describe the security of the storage facility (i.e., Physical security of the facility as well as security protocol for access to records storage areas).

Request for Proposals



RFP-10-1652-IS Professional Records Storage and Destruction Services

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

- E. List current storage capacity. (vendors may include information on planned moves or acquisition of additional storage facilities if applicable.)
- F. Cite evidence of the facility's compliance with federal and local building and fire codes.
- G. Indicate whether or not the facility is located in a flood plain. If it is, provide all relevant characteristics of the flood plain including but not limited to, flood frequency and scope.

2.07 Disaster Planning

The disaster planning section of the proposal shall be specific and complete in all respects. At a minimum, the vendor response to the disaster planning section shall demonstrate compliance with industry standards and include the following:

- A. Submit (or make available for review) a copy of your firm's disaster recovery plan for your facility (primary and alternate). This plan must detail how your firm plans its own recovery from disaster and plans for the support of customer services during the recovery period.
- B. Submit any additional pertinent information regarding your firm's disaster recovery plans and/or actual recovery experience(s).

2.08 Scope of Services

Metro is seeking proposals from qualified firms to perform the services detailed below.

A. Initial Transfer and Conversion

Firms other than Metro's current records storage vendor shall propose a transfer plan and timeline for accessioning Metro's records storage boxes currently in storage into their facility. Such a plan may include, but need not be limited to:

- picking up and transporting the records storage boxes to the new vendor's facility
- cost off-sets for such transition
- timeline for completion of inventory database conversion

Physical transfer of Metro's boxes must take place within 30 days of entering into a contract.

B. Storage Services

- Metro currently stores approximately 800 boxes of records off-site. All are standard records storage boxes (12" x 15" x 10"). Additionally, Metro anticipates the need to store approximately 25 boxes of rolled-up large-format records in "tube boxes" of various sizes as well as approximately 20 flat map boxes. Vendor shall provide information regarding its capacity to accommodate odd-sized items.

Request for Proposals



RFP-10-1652-IS Professional Records Storage and Destruction Services

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

- The vendor shall not require that Metro use record storage boxes provided by the vendor as long as the boxes used by the Agency meet industry standards.
- Lost Boxes / Files
 - Any box or file not located and delivered in the expected timeline will be considered a lost box or file by Metro's records officer.
 - The vendor, within the RFP response, shall include its policies and procedures to be followed should either a box or file not be located and delivered on time.
 - These policies must include, but are not limited to, notifications, location, escalation, timelines and status updates to Metro's records officer.

C. Accessions and Retrievals

The successful bidder will provide all customary off-site records storage services, including:

- Standard Retrieval and Delivery within 24 hours of request
- Priority/Same-day Retrieval and Delivery
- Rush/Emergency Retrieval and Delivery (available 24 hours per day, 365 days per year)

Specify security measures taken to ensure orders are accepted only from authorized individuals as well as the manner and timing of placing orders for each service level.

D. Record Destructions

Proposers shall provide information regarding its ability to provide secure records destructions (by vendor and/or third parties) under the following circumstances:

- Picking up and removing records for destruction from Metro service locations
- Destroying records on-site at Metro service locations
- Destroying records stored at the vendor's facility

Specify the manner of destruction used by vendor.

The following table, provided for the benefit of Proposers, illustrates, but does not guarantee, the service levels required by Metro. It is based on the 6-month period July 1, 2009 to December 31, 2009.

Off-Site Storage	Retrievals	Refiles	New Records	Permanent Withdrawals	Destructions <i>250 boxes in off-site storage 481 on-site at Metro</i>
1,052 boxes	297 boxes	27 boxes	46 boxes	71 boxes	731 boxes

E. Costs and Billing

Proposers shall provide a comprehensive three-year fee schedule identifying services by activity or transaction type. Specify all services and fees, regardless of whether or not those activities are

Request for Proposals



RFP-10-1652-IS **Professional Records Storage and Destruction Services**

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

described in this RFP. Fee schedules shall enumerate all direct and incidental costs, including, for example, fuel surcharges (if applicable), handling fees, and any administrative fees. Proposers should also indicate methods used to determine price increases and customer notification timeframe. At the expiration of the contract, or in the event of early termination, there shall be no costs to Metro or a competing vendor that do not appear on the fee schedule. The vendor under contract will be required to retrieve boxes for removal by either Metro or a competing vendor. Proposers may provide an alternate solution for consideration in their proposal responses. Alternate solutions shall identify any costs for relocation of records and clearly identify any costs, if any, to be borne by Metro.

For purposes of cost evaluation, Metro will consider all costs incurred to the agency, including any transitional costs. Based on the proposed price structure of each firm, estimated annual volume of activity, and anticipated costs during the contract term, Metro intends to objectively evaluate cost prior to making the final selection.

F. Customer Support

Proposers shall provide details concerning their customer service practices, including at a minimum:

- Description of the Proposer's approach to customer service, addressing:
 - Staffing levels for customer support
 - Consistency in the provision of services
 - Problem-solving procedures
- Options available for placing service orders
- On-line customer access to box inventory and billing information, including, if available:
 - Ability of customer to make edits
 - Ability of customer to design and run reports

Note: All costs associated with web access must be clearly identified on the fee schedule

Section 3. Terms and Conditions

3.01 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.

3.02 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.

Request for Proposals



RFP-10-1652-IS Professional Records Storage and Destruction Services

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

3.03 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.

3.04 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.

3.05 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.

3.06 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. [See: Attachment 2]

Section 4. Proposal Evaluations

4.01 Evaluation Procedures

Proposals received that conform to the proposal instructions and deemed to be responsive 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.

4.02 Scoring and Evaluation Factors

The evaluation factors reflect a wide range of considerations. While cost is important, other factors are also significant. Consequently, Metro may select other than the lowest cost proposal. The objective is to choose the proposal that offers the highest quality services that will achieve Metro's goals and objectives of requested services with a reasonable budget.

Evaluations will be based on criteria as described below. All proposals will be evaluated using the

Request for Proposals



RFP-10-1652-IS Professional Records Storage and Destruction Services

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

same criteria and possible points.

Evaluation Criteria	Possible Points
Diversity in Employment/Contracting (i.e., what is past experience working with MWESB firms, proposed approach, and policies on employing a diverse workforce)	10
Experience/Qualifications (i.e., ability to successfully meet all requirements detailed in Section 2: Requested Services, with special attention to meeting all of the requirements of 2.08 Scope of Services)	60
Budget (i.e., does the budget seem reasonable for the scope of services proposed; does the budget provide Metro good value)	30
Total Points Possible	100

4.03 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 N.E. Grand Avenue, Portland, Oregon 97232-2736 and must state the specific deviation of rule or statute in the contract award upon which the appeal is based. Metro will issue a written response to the appeal in a timely manner.

Attachment 1 : Reference Questionnaire

PLEASE MAIL OR FAX FOR RECEIPT NO LATER THAN MAY 14, 2010

To Whom It May Concern:

Your company has been selected as a reference for _____ (Vendor name). We are submitting a proposal for providing *Records Storage and Destruction Services* for Metro.

Please provide complete information as requested below. This information will be utilized to determine past performance on similar work and could impact the final award of the contract for the referenced work. Attach separate pages if necessary.

Please mail or fax this survey directly to Becky Shoemaker, Metro, 600 N.E. Grand Avenue, Portland, OR 97232-2736. Fax Number: (503) 797-1795. Questionnaires must be signed (therefore no electronic copies please). Information gathered from the responses received will be utilized to evaluate past performance of our company.

If you have questions regarding this questionnaire or its use, please contact Becky Shoemaker at (503) 797-1740 or becky.shoemaker@oregonmetro.gov

1. What type of work does your firm perform? (Government agency, law firm, etc?)

2. How long have you worked with the vendor?

3. Approximately what volume of records does your firm have stored with the vendor?

4. On average, how often does your firm pull records from storage at the file or box levels?

5. Were you satisfied with the performance? Was the vendor responsive in meeting timelines?

6. How would you describe your relationship with the firm and your account manager?

7. Were there any major problems and if so, how were they solved?

8. What is the vendor's greatest strength? Weakness?

9. Would you use this vendor again?

10. Other Comments:

Respondent Name: _____

Signature: _____

Respondent Title: _____

Company Name: _____

Company Address: _____

Phone Number: _____

Thank you for your participation in this questionnaire!



Personal Services Agreement

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 INSURED. 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.

Personal Services Agreement

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 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

Personal Services Agreement

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 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.



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

Personal Services Agreement

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

By _____

By _____

Title _____

Title _____

Date _____

Date _____