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# ZOOLIGHTS FESTIVAL SETUP AND TAKEDOWN

## RFP 13-2226

### **Metro Oregon Zoo**

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

### **Project Manager**

Russell.guinn@oregonzoo.org  
503-220-2798

### **Procurement Analyst**

Karen Slusarenko, CPPB  
Karen.slusarenko@oregonmetro.gov  
503-797-1809

Notice is hereby given that proposals for RFP 13-2226 Zoolights Festival Setup and Takedown shall be received by Metro, 600 NE Grand Avenue, Portland OR 97232 until close of business on October 22, 2012. 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.

# Request for Proposals (RFP 13-2226)

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## I. INTRODUCTION

The Oregon Zoo, a service 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 Zoolights Festival Setup and Takedown. 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

The Oregon Zoo (Zoo) continues to be the number one admission-based attraction in Oregon. The Zoo is well known for its success in protecting threatened and endangered species and providing generations of families with unique hands-on learning and recreational experiences. The Zoo consistently attracts more than 1.5 million visitors per year and has more than 46,000 member households.

The Zoo has been running ZooLights since 1988, when Zoo volunteers first crafted the displays and staffed the event. Beginning the weekend after Thanksgiving and running through December, the Zoo is transformed into a winter wonderland with over one million lights and more than 600 sparkling moving sculptures, forests of lighted trees and animal silhouettes. Guests climb aboard the Zoo's light-bedecked steamer train, which provides a unique view of the ZooLights splendor.

## 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 majority of the work will be performed between October and January of each year of the contract.

1. Rental, placement, maintenance and removal of spotlights cable, sub-panels and all other necessary lighting equipment
2. Project layout, coordination and execution of special effects including installation of owner-furnished decorative lighting
3. On-call trouble-shooting and emergency service for rental equipment
4. Provide all labor/equipment (including hand and power tools, vehicles and other devices), supplies (i.e. twist ties, nylon tie wraps, electrical tape, steel screw eyes, hangers, sand bags, extension cords), and any/all other materials and supplies as necessary to secure, attach or otherwise create the special effects described through installation of the decorative and spot lighting detailed as follows:
5. Work with and coordinate all activities with Zoo staff commencing with a review of all existing Metro-supplied lighting and related decorations.
6. Participate in an on-site walk through and review of existing resources and intended impacts; layout of materials, installation and Metro inspection/approval; disassembly, re-inventory and storage.
7. Contractor must provide the following materials and supplies:

<u>Type</u>	<u>Quantity</u>
Lights	
400W metal halide lamps	17
150W colis with gels	34
1000W par 64 with gels	25

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<u>Type</u>	<u>Quantity</u>
Cables	
100 amp tails	4
100 amp panels	4
100 amp cable (feet)	300
50 amp tails	2
50 amp panels	2
50 amp multi circuit cable (feet)	400
30 amp tails	5
adaptors to L21-30	8
adaptors 14-30 to L21-30	4
30 amp multi circuit cable (feet)	5,100
30 amp multi circuit quad box strings	40
45KW transformer 480v to 208v Y	1
12/3 type SOW cable	5,250
16/3 landscape cable	1,875
multi plug adaptor	80

All lighting equipment must be grounded and for use in all weather conditions.

## **INSTALLATION**

*Please note that trees for decoration are assigned a correlating number based on located and are reflected below.*

### **Entrance**

- Decorate one (1) tree (numbers 34) in front of the Oregon Zoo main entrance with 400 strings each of LEDs not to include the trunk.

### **Tiger Terrace**

- Decorate one (1) tree (numbers 1) in front of Tiger Exhibit with twenty-five (25) strings each of LEDs.
- Drop six (6) circuits at least one hundred (100) feet long off of Tiger Cafe: two (2) in the Sour Gum Trees, and four (4) in the Plane Trees in the bushes on Tiger Terrace.
- Drop multi-circuit cable of three (3) circuits off the Administration Building into the area between Zoo Street and the Lorikeets Exhibit and three (3) circuits on the west side of Lorikeets near the exit from Lorikeets.

### **Penguinarium**

- Decorate three (3) trees (numbers 2, 3 & 4) surrounding the Penguinarium with a total of 190 strings of LED lights in the branches and on the trunks, and one (1) tree (number 5) at the east end of Swigert Fountain with fifty (50) strings of LEDs on the branches and ten (10) strings of LEDs on the trunk.

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### Primates

- Decorate three (3) trees (numbers 6, 7 & 8) at Chimp overlook with 20-30 lights in each tree. Decorate the five (5) trees (numbers 9, 10, 11, 12 & 13) between Chimp Overlook and Bear Walk on the south side of the walkway with a total of 200 strings of LEDs.
- Decorate two (2) trees (numbers 14 & 15) in front of Bearwalk Café with 20 strings each of LEDs.
- Decorate six (6) trees (numbers 16, 17, 18, 19, 20 & 21) on the north side of the walkway by Polar bears and Sun bears with a total of 180 strings of LEDs.

### Old Bears

- Wrap five (5) trees (numbers 22, 23, 24, 25 & 26) in front of Classrooms 1 and 2 with a total of 125 strings of LEDs.
- Decorate one (1) tree (number 27) at Classrooms 3 and 4 with 25 strings of LEDs.

### Picnic Area

- Trim top of Elephant Museum with 127 feet of LED C9s.
- Wrap the one (1) tree (number 28) at the west end of EPII next to the Elephant ears shack with 140 strings of LEDs.

### Africafe

- Place twelve snowflakes in the two trees on the east side of the Bandshell  
Outline the roof of AfriCafe, and the middle and upper portions of all huts with 652 feet of multi-colored LED C9s.
- Outline bottom edges of roofs with 195 feet of green LED C-9s.
- Wrap four (4) (numbers 29, 30, 31 & 32) trees in AfriCafe plaza areas with 80 strings of LEDs.

### Elephants

- Decorate one (1) tree (number 34) outside entrance to indoor viewing of Elephants with 25 strings of LEDs.

### Train Tracks/Train

- Out of the electrical panel under the Boardwalk run one (1) one hundred (100) amp circuit under the tracks to the Farm and along the track and drop behind Polar Bears.
- Install transformer behind the Snowshed and run one (1) one hundred (100) amp multi circuit cable along railroad tracks from the Snowshed going north and south along the tracks; two (2) multi circuit cables from the Elephant Plaza Kitchen going east and west along the tracks; one multi circuit cable out of the old Roundhouse going to the Train lawn and east along the train tracks, and one (1) one hundred eighty (180) amp circuit from the transformer in the Elephant Loop to include the concert lawn area and all silhouettes in the train loop. Supply all necessary extension cords to electrify 39 silhouettes) and spotlights along the tracks for installation by Zoo staff and volunteers.

All LEDs and C-9s will be provided by the Oregon Zoo.

On exact location of spotlights and electrical layout the contractor will consult with Metro's project manager.

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## **SPOTLIGHT RENTAL**

### **Outside Main Entrance**

- Uplight the large tree in the parking lot across from the main entrance to the Zoo with four (4) 400w metal halide floodlights.

### **Tiger Terrace**

- Use thirteen (13) 400w metal halide floodlights with gels to uplight the two (2) sour gum trees and the four (4) plane trees at Tiger Plaza

### **Primates**

- Place four (4) 150-watt lights with gels in the bamboo shrubbery and in trees along the pathway across from Pigs.
- Place four (4) 150-watt lights in shrubbery along Chimp Overlook across from Penguins.

### **Elephant Plaza (EP)**

- Place six (6) 150-watt par 38s on shrubs along end of picnic area on EP11 (lawn above the Concert Lawn).
- Place four (4) 150-watt par 38s in trees in Sculpture Garden across from Elephant Viewing.

### **Elephants**

- Place four (4) 150-watt par 38s in main Elephant Viewing Gazebo and two (2) 150-watt par 38s in last Elephant Viewing Gazebo.

### **Africafe**

- Direct one (1) 150-watt light on directional sign

### **Train Loop**

- Place twenty-five (25) 1000-watt floodlights with colored gels along the train route.

## **LABOR**

Contractor is to provide labor on an on-call basis throughout the event (November 22 through January 1) to manage any problems associated with light installation, to repair any parts damaged by weather and other natural circumstances, and to act as a consultant to zoo staff or volunteers concerning any of the above and/or this project in general.

Contractor will ensure that his/her employees will adhere to safe work practices, industry standards (such as OSHA requirements), including the use of ladders scaffolding, and/or lift trucks to reach high places; areas where visitor impairment may occur should be properly barricaded; all areas to be left swept clean and disruption to established landscaping should be minimized. Clearance to work in or on an animal area will be secured through Metro's project manager.

All work performed under this contract will be to the highest industry standards for work of this type done by those normally engaged in this type of business. Work performed shall also be in compliance with all applicable codes and regulations.

The term of the contract is anticipated October 2012 through October 2017. The Oregon Zoo reserves the right to alter power and spotlight needs and locations annually, as needed.

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### IV. QUALIFICATIONS/EXPERIENCE

Proposers shall have the following experience:

1. Installation of over 1,600 strings of LED lights in at least thirty plus trees of heights up to forty feet in two weeks time or less.
2. Installation of 480v transformers, multi-circuit cabling and over 12,000 feet of landscape cabling on a project covering up to forty acres.
3. Landscape lighting with 1000w metal halide lamps and 150w colis.

### V. PROJECT ADMINISTRATION

Russell Guinn, Metro's project manager, will administer the project. Proposer shall indicate one point of contact for the resulting contract.

### VI. PROPOSAL INSTRUCTIONS

#### A. Submission of Sealed Proposals

Four (4) paper copies and one (1) electronic version of the proposal shall be furnished to Metro in a sealed envelope, addressed to:

Metro Procurement Services  
Attn: Karen Slusarenko RFP 13-2226  
600 NE Grand Avenue  
Portland, OR 97232-2736

- #### B. Deadline: Proposals will not be considered if received after the date and time indicated on the RFP cover page.

#### C. RFP as Basis for Proposals

This Request for Proposals represents the most definitive statement Metro will make concerning the information upon which Proposals are to be based. Any verbal information which is not addressed in this RFP will not be considered by Metro in evaluating the Proposal. All questions relating to this RFP should be addressed to [karen.slusarenko@oregonmetro.gov](mailto:karen.slusarenko@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 will not respond to questions received after 3:00 pm on October 15, 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 Services, 600 NE Grand Avenue Portland, OR 97232, 503-797-1648.

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F. Pre-Proposal Conference

A voluntary pre-proposal conference will be held in the Sunset Room of the Oregon Zoo at 4001 SW Canyon Road, Portland, Oregon 97221 on October 10, 2012 at 10:00 am. Interested proposers are encouraged to attend the conference in order to gain information about the RFP requirements.

### VII. PROPOSAL CONTENTS

The proposal should contain no more than ten (10) 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, folders, binders or non-recyclable materials should be included in the proposal.

- A. Transmittal Letter: Indicate who will be assigned to the project, who will be project manager, and that the proposal will be valid for ninety (90) days.
- B. Approach/Project Work Plan: Describe how the work will be done within the given timeframe and budget. Include a proposed work plan and schedule.
- 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 sub-consultant work and shall be responsible for the day-to-day direction and internal management of the consultant effort.

- 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: Complete Exhibit A, Schedule of Prices and include with proposal submission. Present the proposed cost of the project for the three (3) year period and the proposed method of compensation. List hourly rates for personnel assigned to the project, total personnel expenditures, support services, equipment rentals and sub-consultant fees (if any). Requested expenses should also be listed.
- F. Diversity in Employment and Contracting:
- Work Force Diversity – Describe your work force demographics (number of employees, race and gender) and the measurable steps taken to ensure a diverse work force, including company policies and practices that promote the hiring and retention of women and ethnic minorities.
  - Diversity in Contracting – Describe your history of working with diverse firms, including any MWESB-certified firms. Describe a project for which you worked with minorities, women or emerging small businesses. Please provide the project name, method used to achieve participation – for example, joint ventures, subcontracts or purchase of equipment or supplies from a certified firm – and the dollar amount or percentage of the project budget expended on such participation.

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- Diversity of Firm – Describe the ownership of your firm and whether or not your firm is certified by the State of Oregon as an MBE, WBE or ESB. Provide certification number, if applicable.

### G. Sustainable Business Practices

- Environment: Describe your business practices to reduce environmental impacts of your operations. This may include energy efficiency, use of non-toxic products, alternative fuel vehicles, waste prevention and recycling, water conservation, green building practices, etc.
- Economy: Describe your support of local businesses and markets within the Portland Metro region. Include what steps your company has taken in the past to support local businesses, and what steps would be taken if selected for this project.
- Community: Describe the employee compensation structure of your organization. Include wage scales for employees, including trainee, probationary, entry level, journey level, and supervisory. Also include policies regarding annual cost of living adjustments (COLA) to employee wages. Details of the healthcare program (including, medical, dental, prescriptions, preventive care, etc.) as well as out of pocket and deductibles, and employee contributions for themselves and family members. All other employee benefits are to be including, such as vacation, sick leave, pension, disability insurance, profit sharing, childcare, health memberships, company vehicle, public transportation, etc.

- H. Exceptions to Standard Agreement and RFP: Carefully review the Standard Agreement attached hereto as Exhibit A 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.

## 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.
- 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

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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](http://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 firm(s). Award will be made to the highest ranked Proposer according to the evaluation criteria. If contract negotiations are unsuccessful with the highest ranked firm, Metro reserves the right to enter into negotiations with the next highest ranked Proposer.
- B. Evaluation Criteria: This section provides a description of the criteria which will be used in the evaluation of the proposals submitted to accomplish the work defined in the RFP.

	Percentage of Total Score
Project Work Plan/Approach	
1. Demonstration of understanding of the project objectives	10
2. Performance methodology	10
Project Staffing Experience	
1. Project consultant/staff experience	15
2. Similar project experience	15
Budget/Cost Proposal –	
1. Projected cost/benefit of proposed work plan/approach	30
Diversity	10
1. Work Force Diversity, Diversity in Contracting, Diversity of Firm	
Sustainable Business Practices	10
1. Environment, Economy, Community	
	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 Metro 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.



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

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### **XI. 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 before making a final determination regarding the issuance of the Notice of Intent to Award 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.



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

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## EXHIBIT A SCHEDULE OF PRICES

The Proposer, whose legal signature binding the Proposer to the prices indicated on these pages is found on the signature page, hereby quotes as follows:

Description of Item	Year 1	Year 2	Year 3	Year 4	Year 5	Total Amount (figures)
Labor for Light installation	\$	\$	\$	\$	\$	\$
Equipment, Lights and Electrical	\$	\$	\$	\$	\$	\$
Other fees, if any (describe)	\$	\$	\$	\$	\$	\$
Total Amount						\$
Total Amount (in words)						

Item No.	Description of Item	Unit Price (figures)
1	Hourly rates by position	\$

**Note: If any of the items listed on the Schedule contain recycled product, the bidder shall specify the amounts of such product in an attachment to the form. If no attachment is included, the amount of recycled product in the items listed will be considered to be zero for the purpose of this quote. Metro reserves the right to reject any or all quotes.**

Proposer signature \_\_\_\_\_

Print Name of Company \_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Print Name and Title \_\_\_\_\_



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

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## **SAMPLE STANDARD PUBLIC CONTRACT For Contracts \$50,000 & Above**

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

THE PARTIES AGREE AS FOLLOWS:

### **ARTICLE I SCOPE OF WORK**

CONTRACTOR shall perform the work and/or deliver to METRO the goods described in the Scope of Work attached hereto as Attachment A. All services and goods shall be of good quality and, otherwise, in accordance with the Scope of Work.

### **ARTICLE II TERM OF CONTRACT**

The term of this Contract shall be for the period commencing Month XX, 201X through and including Month XX, 201X. This agreement may be extended for two additional one-year periods at Metro's sole discretion.

### **ARTICLE III CONTRACT SUM AND TERMS OF PAYMENT**

METRO shall compensate the CONTRACTOR for work performed and/or goods supplied as described in the Scope of Work. METRO shall not be responsible for payment of any materials, expenses or costs other than those which are specifically included in the Scope of Work. Payment shall be made by METRO on a Net 30 day basis upon approval of CONTRACTOR invoice.

### **ARTICLE IV LIABILITY AND INDEMNITY**

CONTRACTOR is an independent contractor and assumes full responsibility for the content of its work and performance of CONTRACTOR'S labor, and assumes full responsibility for all liability for bodily injury or physical damage to person or property arising out of or related to this Contract, and shall indemnify, defend and hold harmless METRO, its agents and employees, from any and all claims, demands, damages, actions, losses, and expenses arising out of or in any way connected with its performance of this Contract. CONTRACTOR is solely responsible for paying CONTRACTOR'S subcontractors and nothing contained herein shall create or be construed to create any contractual relationship between any subcontractor(s) and METRO.

### **ARTICLE V TERMINATION**

METRO may terminate this Contract upon giving CONTRACTOR seven (7) days written notice. In the event of termination, CONTRACTOR shall be entitled to payment for work performed to the date of termination. METRO shall not be liable for indirect, consequential damages or any other damages. Termination by METRO will not waive any claim or remedies it may have against CONTRACTOR.

### **ARTICLE VI INSURANCE & BONDS**

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;

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- 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

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.

CONTRACTOR shall not be required to provide the liability insurance described in this Article only if an express exclusion relieving CONTRACTOR of this requirement is contained in the Scope of Work.

In addition, for public works subject to ORS 279C.800 to 279C.870, CONTRACTOR and every subcontractor shall have a public works bond required by 2005 Oregon Laws Chapter 360 filed with the Construction Contractors Board before starting work on the project, unless exempt under Section 2 of 2005 Oregon Laws Chapter 360.

### ARTICLE VII PUBLIC CONTRACTS

All applicable provisions of ORS chapters 187 and 279A, 279B, and 279C and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if such provision were a part of this Agreement. Specifically, it is a condition of this contract that CONTRACTOR and all employers working under this Agreement are subject employers that will comply with ORS 656.017 as required by 1989 Oregon Laws, Chapter 684.

For public work subject to ORS 279C.800 to 279C.870, the CONTRACTOR shall pay prevailing wages. If such public work is subject both to ORS 279C.800 to 279C.870 and to 40 U.S.C. 276a, the CONTRACTOR and every subcontractor on such public work shall pay at least the higher prevailing wage. The CONTRACTOR and each subcontractor shall pay workers not less than the specified minimum hourly rate of wage in accordance with Section 7 of 2005 Oregon Laws Chapter 360. METRO shall pay an administrative fee as provided in ORS 279C.825(1) to the Bureau of Labor and Industries pursuant to the administrative rules established by the Commissioner of Labor and Industries. CONTRACTORS must promptly pay, as due, all persons supplying to such contractor labor or material used in this contract. If the CONTRACTOR or first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the public contracting agency or a contractor, the CONTRACTOR or first-tier subcontractor shall owe the person the amount due plus shall pay interest in accordance with ORS 279C.515. If the CONTRACTOR or first-tier subcontractor fails, neglects, or refuses to make payment, to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. CONTRACTOR must pay any and all contributions and amounts due to the Industrial Accident Fund from contractor or subcontractor and incurred in the performance of the contract. No liens or claims are permitted to be filed against Metro on account of any labor or material furnished. CONTRACTORS are required to pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

For public improvement work all CONTRACTORS must demonstrate that an employee drug-testing program is in place.

### ARTICLE VIII MODIFICATIONS

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

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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 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.

### ARTICLE IX QUALITY OF GOODS AND SERVICES

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. All workers and subcontractors shall be skilled in their trades. CONTRACTOR guarantees all work against defects in material or workmanship for a period of one (1) year from the date of acceptance or final payment by METRO, whichever is later. All guarantees and warranties of goods furnished to CONTRACTOR or subcontractors by any manufacturer or supplier shall be deemed to run to the benefit of METRO.

### ARTICLE X OWNERSHIP OF DOCUMENTS

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

- A. CONTRACTOR and subcontractors shall maintain all fiscal records relating to such contracts in accordance with generally accepted accounting principles. In addition, CONTRACTOR and subcontractors shall maintain any other records necessary to clearly document:
1. The performance of the CONTRACTOR, including but not limited to the contractor's compliance with contract plans and specifications, compliance with fair contracting and employment programs, compliance with Oregon law on the payment of wages and accelerated payment provisions; and compliance with any and all requirements imposed on the CONTRACTOR or subcontractor under the terms of the contract or subcontract;
  2. Any claims arising from or relating to the performance of the CONTRACTOR or subcontractor under a public contract;
  3. Any cost and pricing data relating to the contract; and
  4. Payments made to all suppliers and subcontractors.
- B. CONTRACTOR and subcontractors shall maintain records for the longer period of (a.) six years from the date of final completion of the contract to which the records relate or (b.) until the conclusion of any audit, controversy or litigation arising out of or related to the contract.
- 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.

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- D. CONTRACTOR and subcontractors authorize and permit METRO and its authorized representatives, including but not limited to the staff of any METRO department and the staff of the METRO Auditor, to inspect, examine, copy and audit the books and records of CONTRACTOR or subcontractor, including tax returns, financial statements, other financial documents and any documents that may be placed in escrow according to any contract requirements. METRO shall keep any such documents confidential to the extent permitted by Oregon law, subject to the provisions of section E.
- E. CONTRACTOR and subcontractors agree to disclose the records requested by METRO and agree to the admission of such records as evidence in any proceeding between METRO and the CONTRACTOR or subcontractor, including, but not limited to, a court proceeding, arbitration, mediation or other alternative dispute resolution process.
- F. CONTRACTOR and subcontractors agree that in the event such records disclose that METRO is owed any sum of money or establish that any portion of any claim made against Metro is not warranted, the CONTRACTOR or subcontractor shall pay all costs incurred by METRO in conducting the audit and inspection. Such costs may be withheld from any sum that is due or that becomes due from METRO.
- G. Failure of the CONTRACTOR or subcontractor to keep or disclose records as required by this document or any solicitation document may result in disqualification as a bidder or proposer for future Metro contracts as provided in ORS 279B.130 and Metro Code Section 2.04.070(c), or may result in a finding that the CONTRACTOR or subcontractor is not a responsible bidder or proposer as provided in ORS 279B.110 and Metro Code Section 2.04.052.

### ARTICLE XI SUBCONTRACTORS

CONTRACTOR shall contact METRO prior to negotiating any subcontracts and CONTRACTOR shall obtain approval from METRO before entering into any subcontracts for the performance of any of the services and/or supply of any of the goods covered by this Contract.

METRO reserves the right to reasonably reject any subcontractor or supplier and no increase in the CONTRACTOR'S compensation shall result thereby. All subcontracts related to this Contract shall include the terms and conditions of this agreement. CONTRACTOR shall be fully responsible for all of its subcontractors as provided in Article IV.

### ARTICLE XII RIGHT TO WITHHOLD PAYMENTS

METRO shall have the right to withhold from payments due CONTRACTOR such sums as necessary, in METRO's sole opinion, to protect METRO against any loss, damage or claim which may result from CONTRACTOR'S performance or failure to perform under this agreement or the failure of CONTRACTOR to make proper payment to any suppliers or subcontractors. In addition for public improvement work, if a CONTRACTOR is required to file certified statements under ORS 279C.845, METRO shall retain 25 percent of any amount earned by the CONTRACTOR on the public works until the contractor has filed all required certified statements with METRO.

If a liquidated damages provision is contained in the Scope of Work and if CONTRACTOR has, in METRO's opinion, violated that provision, METRO shall have the right to withhold from payments due CONTRACTOR such sums as shall satisfy that provision. All sums withheld by METRO under this Article shall become the property of METRO and CONTRACTOR shall have no right to such sums to the extent that CONTRACTOR has breached this Contract.

### ARTICLE XIII SAFETY

If services of any nature are to be performed pursuant to this agreement, CONTRACTOR shall take all necessary precautions for the safety of employees and others in the vicinity of the services being performed and shall comply with all applicable provisions of federal, state and local safety laws and building codes, including the acquisition of any required permits.

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## ARTICLE XIV INTEGRATION OF CONTRACT DOCUMENTS

All of the provisions of any procurement documents including, but not limited to, the Advertisement for Bids, Proposals or responses, General and Special Instructions to Bidders, Proposal, Scope of Work, and Specifications which were utilized in conjunction with the bidding of this Contract are hereby expressly incorporated by reference. Otherwise, this Contract represents the entire and integrated agreement between METRO and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both METRO and CONTRACTOR. The laws of the state of Oregon shall govern the construction and interpretation of this Contract.

## ARTICLE XV COMPLIANCE

CONTRACTOR shall comply with federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, non-discrimination, safety and health, environmental protection, waste reduction and recycling, fire protection, permits, fees and similar subjects.

## ARTICLE XVI INTERGOVERNMENTAL COOPERATIVE AGREEMENT

Pursuant to ORS 279A and the Metro public contract code, Metro participates in an Intergovernmental Cooperative Purchasing program by which other public agencies shall have the ability to purchase the goods and services under the terms and conditions of this awarded contract. Any such purchases shall be between the Contractor and the participating public agency and shall not impact the Contractor's obligation to Metro under this agreement. Any estimated purchase volumes listed herein do not include volumes for other public agencies, and Metro makes no guarantee as to their participation in any purchase. Any 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 or is not applicable to this Contract as indicated by the following initials \_\_\_\_\_.**

## ARTICLE XVII 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.

## ARTICLE XVIII ASSIGNMENT

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

## ARTICLE XIX 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.



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

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## ARTICLE XIX COUNTERPARTS

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

## ARTICLE XX 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  
Firm Name  
Address  
City State Zip  
XXX-XXX-XXXX fax

To Metro: Project Manager Name  
Metro  
600 NE Grand Ave  
Portland, Oregon 97232  
503-XXX-XXXX fax

CONTRACTOR

METRO

By \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_



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## SAMPLE SCOPE OF WORK – Attachment A

### 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 XXXXXXX AND XX/100<sup>TH</sup> 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.