



Metro Asset and Renewal and Replacement Inventory

RFP 12-1958

Metro Finance and Regulatory Services

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

Project Manager

Karen Feher
Karen.feher@oregonmetro.gov
503-797-1868

Procurement Analyst

Sharon Stiffler, CPPB
Sharon.Stiffler@oregonmetro.gov
503-797-1613

Notice is hereby given that proposals for RFP 12-1958 for a Metro Asset and Renewal and Replacement Inventory shall be received by Metro, 600 NE Grand Avenue, Portland OR 97232 until close of business on August 19, 2011. Proposals must be marked "Metro Asset and Renewal and Replacement Inventory". 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 12-1958)

I. INTRODUCTION

The Finance and Regulatory Services (FRS) Department of Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 NE Grand Avenue, Portland, OR 97232-2736, is requesting proposals for an Asset and Renewal and Replacement Inventory and Evaluation. Proposals will be due as indicated on the RFP cover page.

FRS is requesting proposals for an update to Metro's fixed asset inventory and a study of its various renewal and replacement listings as follows:

- General Fund Renewal and Replacement Listing
- Solid Waste Fund Renewal and Replacement Listing
- Metro Visitor Venues – MERC Renewal and Replacement Listing

The purpose is to demonstrate accountability for public owned assets and to obtain an inventory of assets by physical observation in order to report capital assets in compliance with generally accepted accounting principles (GAAP). Metro also intends to integrate renewal and replacement listings into the official fixed asset inventories (in PeopleSoft and for MERC Visitor Venues in QuickBooks) by identifying the primary asset (parent) and its components (children) of the assets on the Renewal and Replacement listings. The work will involve:

1. Reviewing and verifying the listings to the underlying assets for completeness (inventory);
2. a detailed evaluation of the physical condition of key operating equipment and their support systems, the normal useful life based upon generally accepted industry standards and the next replacement year for the renewal and replacement items.
3. Reviewing the adequacy of funding and determining the contribution to renewal and replacement account for the assets listed on the renewal and replacement listings and identified major systems.
4. Breakout the cost of all items in the scope of work for the Solid Waste assets.
5. The project also involves estimating the cost of the project options listed as "B" and "C" in the scope of work. We are seeking proposals on all segments of the work and then will be making a determination on which segments will be performed after the proposals are ranked. Item "B" involves identifying addition cost necessary to bring the components of assets to "green" standard (as referenced in the Scope of Work). Item "C" involves identifying if maintenance of an asset is required and the frequency of that maintenance.

Metro has two financial systems that maintain fixed asset listings used for CAFR (comprehensive annual financial report) reporting and stewardship accountability for capital assets, PeopleSoft Asset Management and QuickBooks. Renewal and replacement listings are maintained in three separate major areas, Visitor Venue's MERC; Parks and Environmental Services, Solid Waste Operations; Finance and Regulatory Services General Fund Renewal and Replacement database. In addition those assets in the Renewal and Replacement listings are not consistently related to the official fixed asset listings in PeopleSoft Asset Management and QuickBooks. An essential aspect of this project is the cross reference of the Renewal and Replacement listings to the PeopleSoft and Quickbooks listings with components of the Renewal and Replacement listing included in the PeopleSoft and Quickbooks listings and the Renewal and Replacement listing including reference to the asset numbers in the PeopleSoft and Quickbooks listings.

Details concerning the project and proposal are contained in this document. Additional information and documents related to this project can be found on Metro's web site (www.oregonmetro.gov) by clicking on Doing Business, Requests for Bids and Proposals. Proposers may these helpful in preparing a response to the RFP.

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II. BACKGROUND/HISTORY OF PROJECT

In FY 2008 Metro contracted for two asset listings, one to update Metro's asset listing for the CAFR and one to identify the General Fund components of assets appropriate for renewal and replacement. In addition a listing of Solid Waste System assets is updated every three years. In FY 2011 the Visitor Venues – MERC facilities produced their first renewal and replacement listings. This project is update all listings testing for accuracy and cross reference the various renewal and replacement listings to the PeopleSoft and Quickbook listings.

Metro will provide the current listing from Metro's Fixed Asset Inventory and the asset listing of MERC assets from QuickBooks for its facilities which include

- Metro Regional Center

- Parks and Environmental Services

 - Parks Facilities

 - Blue Lake Regional Park

 - Oxbow Regional Park

 - Howell Territorial Park

 - Chinook Landing Marine Park

 - M. James Gleason Boat Ramp

 - Sauvie Island Boat Ramp

 - Smith and Bybee Wetlands Nature Park

 - Mt. Talbert Nature Park,

 - Cooper Mountain Nature Park

 - Graham Oaks Nature Park

 - Glendoveer Goff Course

 - 14 Pioneer Cemeteries

 - Certain natural areas properties that have developed structures (buildings, fences and associated infrastructure.

 - Solid Waste Facilities

 - Metro South Station

 - Metro South Station Hazardous Waste Facility

 - Metro Central Station

 - Metro Central Station Hazardous Waste Facility

 - St. Johns Landfill

- Metro Visitor Venues

 - The Oregon Zoo

 - The Oregon Convention Center

 - Portland Center for the Performing Arts

 - Arlene Schnitzler Concert Hall

 - Keller Auditorium

 - Antoinette Hatfield Hall

 - Newmark Theatre

 - Deloris Winningstad Theatre

 - Brunish Hall

 - Portland Expo Center

Metro also desires to integrate the fixed asset inventory listing with the three renewal and replacement listings which are organized by funding source. The three renewal and replacement listings to be related to the official asset listings of PeopleSoft and Quickbooks are:

- General fund Renewal and Replacement Listing

- Visitor Venues – MERC listing by facility

- Solid Waste Renewal and Replacement Listing

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Contractor will update the various renewal and replacement listings to insure that all equipment and components of assets are included and will use a consistent identification number from the "official asset listings". Contractor will identify any missing and/or missed assets on all listings.

III. PROPOSED SCOPE OF WORK/SCHEDULE

Metro is seeking proposals from qualified firms to perform the following services and to deliver the products described in Exhibit A scope of work.

IV. QUALIFICATIONS/EXPERIENCE

Proposers shall have the following experience; this experience can be as a single contractor or a contractor who subcontracts with another company to get adequate qualifications/experience:

(1) Experience in verifying Fixed Asset information from financial systems to physical observations of those assets to obtain a verified database of assets in compliance with generally accepted accounting principles (GAAP)

(2) Experience in verifying the condition of assets, providing or verifying useful life of assets as well as estimating replacement cost and remaining useful life of various structures and equipment. The assets requiring this service are the general renewal and replacement component items that have a shorter useful life than the overall structure or stand alone equipment.

(3) The project team must include structural, electrical and mechanical expertise with experience that relates to the assets on the various listings.

V. PROJECT ADMINISTRATION

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

VI. PROPOSAL INSTRUCTIONS

A. Submission of Sealed Proposals

6 copies of the proposal shall be furnished to Metro in a sealed envelope, addressed to:

Metro Procurement Services
Attn: Sharon Stiffler RFP 12-1958
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 Sharon.stiffler@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 August 11, 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

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Proposers agree to such activity and release Metro from all claims arising from such activity. In Accordance with Oregon Public Records Law (ORS 192), proposals submitted will be considered part of the public record, except to the extent they are exempted from disclosure.

E. Minority, Women and Emerging Small Business Program

In the event that any subcontracts are to be utilized in the performance of this agreement, the Proposer's attention is directed to Metro Code provisions 2.04.100, which encourages the use of minority, women and emerging small businesses (MWESB) to the maximum extent practical. Copies of these MWESB requirements are available from the Metro Procurement Office, 600 NE Grand Avenue Portland, OR 97232, 503-797-1648.

VII. PROPOSAL CONTENTS

The proposal should contain no more than 25 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, 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, schedule and methodologies.

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: 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 sub-consultant fees (if any). Requested expenses should also be listed.

F: Diversity in Employment and Contracting:

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- Work Force Diversity – Describe your work force demographics (number of employees, race and gender) and the measurable steps taken to ensure a diverse work force, including company policies and practices that promote the hiring and retention of women and ethnic minorities.
- Diversity in Contracting – Describe your history of working with diverse firms, including any MWESB-certified firms. Describe a project for which you worked with minorities, women or emerging small businesses. Please provide the project name, method used to achieve participation – for example, joint ventures, subcontracts or purchase of equipment or supplies from a certified firm – and the dollar amount or percentage of the project budget expended on such participation.
- Diversity of Firm – Describe the ownership of your firm and whether or not your firm is certified by the State of Oregon as an MBE, WBE or ESB. Provide certification number, if applicable.

G: Sustainable Business Practices

- Economy: 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.
- Environment: 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 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.

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- 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 the firm. 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 | 15 |
| 2. | Performance methodology proposed | 10 |

Project Staffing Experience

- | | | |
|----|---|----|
| 1. | Project consultant and sub-consultants | 20 |
| 2. | Commitment to project deliverables and time schedule. | 5 |

Budget/Cost Proposal

- | | | |
|----|---|----|
| 1. | Projected cost/benefit of proposed work plan/approach | 25 |
| 2. | Commitment to budget and schedule parameters | 5 |

Diversity

- | | | |
|----|--------------------------|----|
| 1. | Work Force Diversity | |
| 2. | Diversity in Contracting | |
| 3. | Diversity of Firm | 10 |

Sustainable Business Practices

- | | | |
|----|---------------------------------------|----|
| 1. | Environmental Impact | |
| 2. | Support of local business and markets | |
| 3. | Employee compensation structure | 10 |

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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 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

Personal Services Agreement

Metro Contract No. XXXXXX

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

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

1. Duration. This personal services agreement shall be effective Month XX, 201X and shall remain in effect until and including Month XX, 201X, unless terminated or extended as provided in this Agreement. IF CONTRACT IS SUBJECT TO RENEWAL OR EXTENSION, INCLUDE SUCH LANGUAGE i.e. This agreement may be renewed or extended for XX additional one-year periods at Metro's sole discretion.

2. Scope of Work. Contractor shall provide all services and materials specified in the attached "Attachment A -- Scope of Work," which is incorporated into this Agreement by reference. All services and materials shall be provided by Contractor in accordance with the Scope of Work, in a competent and professional manner. To the extent that the Scope of Work contains additional contract provisions or waives any provision in the body of this Agreement, the Scope of Work shall control.

3. Payment. Metro shall pay Contractor for services performed and materials delivered in the amount(s), manner and at the time(s) specified in the Scope of Work for a maximum sum not to exceed XXXXXXX AND XX/100THS DOLLARS (\$XXXXXX.XX). Payment shall be made by Metro on a Net 30 day basis upon approval of Contractor invoice.

4. Insurance. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:

- (a) The most recently approved ISO (Insurance Services Office) Commercial General Liability policy, or its equivalent, written on an occurrence basis, with limits not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. The policy will include coverage for bodily injury, property damage, personal injury, contractual liability, premises and products/completed operations. Contractor's coverage will be primary as respects Metro;
- (b) Automobile insurance with coverage for bodily injury and property damage and with limits not less than minimum of \$1,000,000 per occurrence;
- (c) Workers' Compensation insurance meeting Oregon statutory requirements including Employer's Liability with limits not less than \$500,000 per accident or disease; and
- (d) If required by the Scope of Work, Professional Liability Insurance, with limits of not less than \$1,000,000 per occurrence, covering personal injury and property damage arising from errors, omissions or malpractice.

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.

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,

Personal Services Agreement

electronic media, computer software created or altered specifically for the purpose of completing the Scope of Work, works of art and photographs. Unless otherwise provided herein, upon Metro request, Contractor shall promptly provide Metro with an electronic version of all Work Products that have been produced or recorded in electronic media. Metro and Contractor agree that all work Products are works made for hire and Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such Work Products.

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



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

Personal Services Agreement

- 7. Project Information. Contractor shall share all project information and fully cooperate with Metro, informing Metro of all aspects of the project including actual or potential problems or defects. Contractor shall abstain from releasing any information or project news without the prior and specific written approval of Metro.
- 8. Independent Contractor Status. Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall Contractor be considered an employee of Metro. Contractor shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work. Contractor is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement. Contractor shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to Metro.
- 9. Right to Withhold Payments. Metro shall have the right to withhold from payments due to Contractor such sums as necessary, in Metro's sole opinion, to protect Metro against any loss, damage, or claim which may result from Contractor's performance or failure to perform under this Agreement or the failure of Contractor to make proper payment to any suppliers or subcontractors.
- 10. State and Federal Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapters 279A, 279B and 279C, and the recycling provisions of ORS 279B.025 to the extent those provisions apply to this Agreement. All such provisions required to be included in this Agreement are incorporated herein by reference. Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations including those of the Americans with Disabilities Act.
- 11. Situs. The situs of this Agreement is Portland, Oregon. Any litigation over this agreement shall be governed by the laws of the State of Oregon and shall be conducted in the Circuit Court of the state of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.
- 12. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by either party without Metro's written consent.
- 13. Termination. This Agreement may be terminated by mutual consent of the parties. In addition, Metro may terminate this Agreement by giving Contractor seven (7) days prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Termination shall not excuse payment for expenses properly incurred prior to notice of termination, but neither party shall be liable for indirect or consequential damages arising from termination under this section.
- 14. No Waiver of Claims. The failure to enforce any provision of this Agreement shall not constitute a waiver by Metro of that or any other provision.
- 15. Modification. Notwithstanding and succeeding any and all prior agreement(s) or practice(s), this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing(s), signed by both parties.

CONTRACTOR

By _____

Print Name _____

Date _____

METRO

By _____

Print Name _____

Date _____

Scope of Work (RFP 12-1958)

Metro Capital Asset Inventory Scope of Work

Overall Scope of Work:

Contractor will perform and report upon a physical observation and inventory of all capital assets and renewal and replacement items owned by Metro that have a historical cost of \$5,000 or greater for Metro assets and \$10,000 or greater for MERC-used assets. The purpose is to achieve accountability for property and to obtain a valuation of assets in compliance with generally accepted accounting principles (GAAP) and to integrate renewal and replacement listings into the current asset listing. The work will also require a detailed evaluation of the physical condition of key operating equipment and their support systems. The inventory will provide estimates of the cost to “green” assets and to note which assets require maintenance and the frequency of that maintenance.

Each major task (A, B and C) shall be costed separately. Section A is required; Sections B and C are optional, depending on the total bid cost.

- A.
- 1) The inventory will verify, complete or correct the identification and description of property matching Metro’s existing inventory data; assets found that are not included in the listing will be identified, described, valued and marked for asset tagging; items listed but not physically found will be identified
 - 2) Consultant will verify or determine current replacement costs of assets and report on the condition of the key operating equipment and systems. Members of the consulting team shall visit the facilities and interview operators to determine the condition and routine use of facilities and equipment.
 - 3) The consultant shall establish the age, the expected life and ultimate replacement costs of the assets included within the inventory; consultant will provide a detailed evaluation of the physical condition of key operating equipment and their support systems.
 - 4) Consultant will provide the accumulated data in both hard copy and electronic formats. The electronic format must be consistent with requirements for upload to Metro’s PeopleSoft Asset Management database. The reports will be in compliance with GASB standards and consistent with the classifications presented in Metro’s Comprehensive Annual Financial Report (CAFR) and consistent with the methodology used by Metro. These classifications include:
 - a. Intangibles
 - b. Land
 - c. Buildings
 - d. Exhibits
 - e. Land Improvements
 - f. Equipment
 - g. Office equipment/furniture
 - h. Railroad equipment and facilities (Oregon Zoo)
 - i. Leasehold Improvements
 - j. Construction in Progress.
 - k. Components of assets and relevant capital maintenance (such as roofs).
 - 5) The consultant will provide reports of the historical costs, accumulated depreciation, remaining useful lives, replacement costs and insurance values for assets that are included (were held) and reported in Metro’s June 30, 2010 CAFR; and additions and deletions that occurred between July 1, 2010 and the final date of the contractor’s inventory report, in November 2011. These reports will provide information to support any required adjustments (journal entries) and reclassifications resulting from the inventory– including reclassifications that may come about from the inventory due to possible componentization of buildings and projects.
 - 6) The reports can provide further detail and classifications than those stated in item 4 above as long as there is a clear identification and ability to sort or total those details to the above listed categories.

Scope of Work (RFP 12-1958)

- 7) For the St. Johns Landfill, the consultant shall inspect Metro owned equipment to determine the amount of expenditures that Metro could expect to maintain the site.
- B. Identify additional cost necessary to bring components of the assets to “green” standard such as:
 - i. **Energy Star certified (for examples click here: http://www.energystar.gov/index.cfm?c=products.pr_find_es_products)**
 - ii. **[EPA Water Sense](#) certified products for water efficiency (low flow toilets, showers and faucets, for example),**
 - iii. **Least Toxic (low-emissivity and low VOC carpets, padding, and adhesive, for example)**
 - iv. **EPEAT Gold Certified Computer Equipment: <http://ww2.epeat.net/searchoptions.aspx>**
 - v. **Energy Star certified roofing material or ecoroof (\$5 per square foot incentive available from City of Portland for ecoroofs)**
 - vi. **Any project that is eligible for a cash incentive from the Energy Trust of Oregon’s [Existing Buildings Standard Incentives Program](#)**
- C. Identify assets requiring maintenance and note the frequency of the maintenance by generally accepted industry standards i.e. monthly, quarterly, annually etc.

Project Coordination:

The Contractor will designate a Project Manager and Project Director and hold a project kickoff meeting prior to fieldwork commencement with Metro personnel involved in the project. The meeting will confirm the project scope, the processes to be undertaken, critical assets determination and answer questions that arise.

The planning meeting will include: a review of Metro’s current policies on capitalization, asset accounting procedures, fund/department/cost center/account structures and useful life assignment; a review of the planned schedule of work by department in order to facilitate scheduling of Metro staff assistance for providing access and information to the various locations; intended report formats and PeopleSoft asset management required data elements; other project planning elements as necessary.

At the conclusion of fieldwork, including recording of assets at all locations, the contractor’s Project Manager will have a final closeout meeting to address any outstanding issues and ensure that the field work is complete, final transfer of Metro provided data to contractor and any other matters for successful completion.

Related to “A” items page one of this scope, Metro will be responsible for:

- 1) notifying key departments and key contacts at each site of the project
- 2) providing access to all sites and buildings
- 3) preparing data on existing land parcel information
- 4) identifying any leased buildings or leased areas within buildings
- 5) assisting contractor to extract path and trail data (e.g., Zoo and parks assets)

Inventory Observation and Reporting Details:

Contractor will perform a detailed inspection and field inventory at all buildings, identifying each capital asset by location, building and room and categorized by the above major accounts. The information will be verified from the lists Metro provides. Vendor will provide the following on items identified not on Metro’s listings:

- 1) Acquisition date
- 2) Description
- 3) Asset ID (if a taggable asset, the asset tag number)
- 4) Useful life
- 5) Original (historical) cost
- 6) Accumulated depreciation through June 30, 2011
- 7) Depreciation from July 1, 2011 through date of completion (or date of deletion/disposal).

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- 8) Asset category (minimum requirement is by “account code” but may include any additional other asset classification determined by contractor).
- 9) Model
- 10) Manufacturer
- 11) Serial number
- 12) Location (site/location, building, floor, room)
- 13) Department (cost center)
- 14) Fund
- 15) Quantity
- 16) For buildings and exhibits, the following minimum additional information will be provided:
 - a. Descriptions of building shell (frame type, interior walls/partitions, finishes)
 - b. Capital improvements that extended the useful life or are considered “betterments”
 - c. Roof covering
 - d. Heating cooling system components
 - e. Electrical systems
 - f. Plumbing systems
 - g. Fire protection systems
 - h. Alarm systems
 - i. Elevators
 - j. Other major components and descriptive elements identified by contractor (with reference to a listing provided by Metro of known components)
 - k. Listing of missing components and equipment from all provided listings.
- 17) Digital photographs will be provided in .JPG format to enable uploading to Metro’s Asset Management database.
- 18) A listing of currently owned licensed vehicles will be provided to contractor by Metro, to include manufacturer/model/year, acquisition date, cost and vehicle identification number.
- 19) Major capital projects, as identified in Metro’s existing Excel asset database will be identified and reported in the above categories as appropriate.
- 20) Land improvements/infrastructure will be inventoried and valued if above the capitalization thresholds previously stated and include paths, trails, parking lots, fencing, outdoor lighting and similar items.
- 21) Land parcels will be reported based upon existing Metro land parcels data, and Metro will include location, description, acquisition date, cost and source of funds.
- 22) Insurance valuation of assets.

Valuation Methodology:

Contractor will follow the methodologies contained in its proposal for services, which is incorporated into this contract by reference (describing historical cost, estimated original cost, direct costing, and normal costing)

Deliverables:

Contractor will deliver to Metro the following:

- 1) Draft summary and detail reports
- 2) Upon Metro’s review of the draft reports and adjustments made by contractor resulting from that review, final reports will be presented in a bound format and include:
 - a. **Letter of certification or summary appraisal report** – narrative section that will certify the appraisal and conclusions reached, document the procedures completed including the analysis and methodology used.
 - b. **Accounting reports** – Summary (including summarized data in the format presented in Metro’s CAFR capital asset footnotes, detail, depreciation, net changes)
 - c. **Insurance reports** – Summary and detail reports including digital photographs embedded in the documents

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- d. **Electronic reports** – CD including an Excel database configured with Metro's PeopleSoft asset management system, as well as .pdf files of all hard copy reports listed above.

The locations/sites included in this physical inventory include (MERC facilities with the \$10,000 capital threshold are noted. All others have the \$5,000 capital threshold):

- Metro Regional Center
- Oregon Zoo
- Metro South Solid Waste Transfer Station
- Metro Central Solid Waste Transfer Station
- Metro Latex Paint facility
- Oregon Convention Center (*MERC facility*)
- Portland Metropolitan Exposition Center (*Expo Center, MERC facility*)
- Metro-owned moveable capital assets within the facilities of the Portland Center for the Performing Arts (PCPA). The PCPA buildings and fixtures are not included in this inventory as those capital assets are owned by the City of Portland. (*MERC facility*)
- Glendoveer Golf Course
- Metro Regional Park sites with capital facilities present at those sites

Project Timeline:

The following schedule shall generally be followed and may be adjusted to conform to the work plan for the date the contract is signed, but in any case all project work and deliverables are to be completed no later than November 14, 2011.

Field work start: On or about October 3, 2011

Field work completion: On or about October 30, 2011

Preliminary reports delivery to Metro: On or before November 15, 2011

Final reports delivery to Metro: On or before November 30, 2011.

Contractor shall notify Metro's project manager of project status on a not less than weekly basis and clearly indicate any deviations from the schedule or planned work as soon as they occur and state the nature of the delay or deviation.

Payment Terms:

Contractor will invoice Metro for 70% of the fees at the completion of the fieldwork portion of the project. The remaining 30% of the final contract amount will be invoiced upon delivery to and acceptance by, Metro of the final reports.