



Brand identity enhancement and website redesign – Portland Center for the Performing Arts

RFP 12-2039

Metro

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

Project Manager

Lori Kramer
lori@pcpa.com
503-274-6558

Notice is hereby given that proposals for RFP 12-2039 for *Brand identity enhancement and website redesign* for Portland Center for Performing Arts shall be received by Metro, 600 NE Grand Avenue, Portland OR 97232 until close of business on February 3, 2012. It is the sole responsibility of the proposer to ensure that Metro receives the Proposal by the specified date and time. Proposals may be mailed, delivered, faxed or emailed. Proposers shall review all instructions and contract terms and condition.



Request for Proposals (RFP 12-2039)

I. INTRODUCTION

The Portland Center for the Performing Arts (PCPA) is owned by the City of Portland and managed by the Metropolitan Exposition-Recreation Commission through 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. On behalf of PCPA, Metro is requesting proposals for brand identity enhancement and website redesign. Proposals are 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 Portland Center for the Performing Arts (PCPA) is a cultural center for the region and the hub of Portland's thriving Downtown Cultural District. The center draws roughly one million visitors each year to enjoy world-class performance arts and entertainment, contribution to a vibrant and culturally rich region.

This leading cultural institution encompasses three venues: the Keller Auditorium (built in 1917 and renovated in 1968), Arlene Schnitzer Concert Hall (a historic 1928 vaudeville and movie house, restored in 1984), and Antoinette Hatfield Hall (built in 1987), which includes the Newmark Theatre, Dolores Winningstad Theater and Brunish Hall. All five performance spaces are located close to both MAX and bus lines and therefore easily accessible by car or mass transit.

Keller Auditorium, with 2,992 seats, is home to Oregon Ballet Theatre and Portland Opera, each of whom has a season of performances in the auditorium, and Broadway Across America, which presents eight to ten weeks of touring Broadway productions each season. The Arlene Schnitzer Concert Hall, with 2,780 seats, is home to the Oregon Symphony, which presents a lengthy season of classical and pops concerts, and Portland Youth Philharmonic, with four concerts each season. White Bird Dance, Portland Arts and Lectures and World Affairs Council all present seasons in the Schnitzer as well. And, a variety of touring concerts and comedy acts are also presented in the Schnitzer.

The Newmark Theatre, with 880 seats, is home to Oregon Children's Theatre, who present several high quality theatrical productions for children each season. Both Oregon Ballet Theatre and Portland Opera also present one production in the Newmark each season. Other presenters include the OHSU Lecture Series, Portland Piano International and a variety of local non-profit arts organizations.

The Dolores Winningstad Theatre, with 292 seats, is home to Tears of Joy Puppet Theatre, as well as productions by Oregon Children's Theatre. Other presenters include Third Rail Repertory Theatre and local arts organizations, including Portland Institute of Contemporary Art (PICA).

Brunish Hall, with a capacity of 180 in flexible seating, is used by several local theatre companies each season, and is sometimes also used for meetings and social functions.



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The current PCPA website (www.pcpa.com) was launched in 1996. For nearly twenty years, this site has served PCPA well, providing ticket-buying patrons with a comprehensive calendar of upcoming events together with comprehensive information about each event/performance. The site contains links to PCPA's resident tenant organizations, local community arts associations, Metro, the City of Portland, and the other visitor venues managed under Metro's umbrella, including the Oregon Convention Center. There are also links to contracted ticketing sites for purchasing tickets, and information on parking locations, local restaurants and hotels.

One full-time staff member is responsible for all content management on the basic HTML site. The site contains about 70 pages and documents, and receives 25,000 visits a month.

PCPA's brand identity consists of a simple logo developed in 1992 and is used primarily on business collateral and building signage; it has a minimal presence on the current website.

Portland Center for the Performing Arts

KELLER AUDITORIUM · ARLENE SCHNITZER CONCERT HALL · BRUNISH HALL
NEWMARK THEATRE · DOLORES WINNINGSTAD THEATRE



Current website assets and characteristics

The PCPA site has been focused on ticket sales, event information and event calendars. The site:

- Features an online gift shop for PCPA gift cards
- Links to ticket sales sites (Ticket Master, Tickets West)
- Supports sales and bookings by providing information about PCPA theaters and buildings
- Supports technical services by providing stage-related information
- Presents content provided by event promoters
- Links to documents and event promoter information
- Is hosted internally by Metro

Social media

PCPA has Twitter and Facebook profiles which support ticket sales and promote events.



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III. PROPOSED SCOPE OF WORK

Project goals:

The overarching goal of this project is to create a modern, dynamic website and a unique, robust and enduring brand identity. While ticket sales will continue to be top of mind, the new website and brand identity will enhance recognition and support for PCPA's broader role in the community by reflecting the organization's relationships to all of its diverse audiences - from event attendees and local arts organizations to business and government partners. Both will raise awareness of PCPA's assets: the world-class theatres under its management, the resident arts groups who call these theatres home (Oregon Symphony, Oregon Ballet Theatre, Portland Opera, Tears of Joy Puppet Theatre and Oregon Children's Theatre), and the financial support PCPA provides to each of these arts organizations.

The brand identity and website will also convey PCPA's role in cultivating and supporting a vibrant arts community, and its contributions to the livability of the city and the region, including its economic impact (recent study results available upon request) and commitment to sustainable business operations. The brand identity and website will reflect the exceptional customer service and visitor experience at PCPA, and also convey its strong ties to other partners such as the Oregon Arts Commission, Regional Arts and Culture Council, the Portland Business Alliance and Travel Portland.

Finally, PCPA's reputation for providing clean, comfortable and beautifully-maintained performance venues, recruiting nationally-recognized professional staff, and offering an average of 1,000 diverse and accessible events each year will be conveyed through the new website and brand identity.

See Exhibit B, Attachments to RFP for additional project information: Description of Drupal content management system and site components, technical specification for Metro web development environment and accessibility standards at Metro.

Intended outcomes for the enhanced PCPA brand identity:

1. The enhanced brand identity is defined with a position statement and supported by a suite of tools, including but not limited to a logo and/or word mark and tagline, color palette, font specifications and visual style guidelines.
2. Primary and secondary messages are framed for each of PCPA's key audience segments (patrons, clients and community).
3. The brand identity and key messages are fresh, relevant and reflective of the Portland region's arts community while conveying PCPA's reputation of sound venue management.
4. PCPA's diversity of events and performance spaces and sense of community are portrayed.
5. Content and imagery convey PCPA's role as a cultural arts hub and the PCPA's connection to core community values such as downtown livability, sustainable business practices, safety and accessibility, history, and experiences.
6. The relationship between PCPA and its resident tenant companies is conveyed; partnership and collaboration are emphasized.
7. The brand identity is fully integrated into the website and can easily be adapted for future use in facility signage, business collateral, online imagery and other media formats.



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Intended outcomes for the redesigned PCPA website:

Brand experience

1. The website is welcoming, modern, dynamic and interactive.
2. The site reflects PCPA's passionate vision and enduring values.
3. The website embodies the enhanced PCPA brand identity and shows its connection to the performing arts community in Portland and the region.
4. The site provides a rich experience for all site visitors that foreshadows and complements the experience they have in PCPA's theaters and performance spaces.

Marketing

5. The site presents engaging content, features and images with a specific focus on presentation of events with the goal of driving ticket sales.
6. The site is easy to use; it inspires, engages and meets the goals of distinct and diverse PCPA audiences, including event attendees, clients and presenters, arts community, business community, government partners, visitors to Portland, staff and volunteers, limited English proficiency visitors, people with disabilities, users of mobile devices, youth, families and seniors.

Technical

7. The site is secure and supports gift card sales and other transactions. The site demonstrates PCI compliance and passes code security testing.
8. The site is developed in accordance with Metro's Drupal standards consistent with Metro instances at the time of launch (the current standard is Drupal 7.9).
9. The site features layered navigation providing different paths for each audience (patrons, clients and community)
10. The site makes the most of Drupal's dynamic menus and taxonomy system.
11. Site content meets best practices for writing for the web.
12. The site and site features, such as the event calendar, are easy to use and manage. The design of the calendar is informed by and leverages previous work on the Expo calendar and iEBMS interface.
13. The site is designed with web analytics and user experience in mind. Google Analytics are integrated into the site plan from the outset.
14. The site leverages Web 2.0 approaches and technology including social networking, blogging, podcasting, video, content tagging, and other interactive features.
15. The site maintains or improves its standards on accessibility, adaptive response to mobile and other devices (see attached technical specifications and accessibility standards).
16. The site is flexible, adaptable and able to take advantage of evolving technology.
17. The website follows the highest standards and best practices for front-end development in Drupal 7.9. Pages are developed following best practices for Search Engine Optimization (SEO).
18. All templates are compatible across browsers and are integrated with third party data resources and data storage.



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19. The site is well documented and staff is trained on how to maintain, upgrade and enhance the site.
20. The site follows Metro best practices for Drupal development (see attached report).
21. The site content management system supports a clearly defined workflow, review and publishing process.
22. The site avoids the use of custom code. If custom code is necessary, it is documented to support the ongoing need for upgrades.
23. Upgrades will be managed with Git, the opensource version control system.

The site will serve PCPA's three key audience groups:

CLIENTS – local arts organizations and presenters, regional and national promoters and presenters, as well as PCPA's resident tenants.

PATRONS/TICKET BUYERS – all PCPA attendees who purchase tickets, concessions and souvenirs.

COMMUNITY – local and regional residents, small business and government structures within the core influence of the Portland Center for the Performing Arts that are affected directly or indirectly by events taking place at the PCPA. The largest portion of this base is encompassed within the patron category.

Project constraints and assumptions:

1. The website will use Drupal software.
2. PCPA web staff will create and maintain the site's content.
3. Google analytics SEO are both working well for PCPA, no functional change needed.
4. PCPA retains all rights to brand identity and graphical images.

Requirements and references:

Upon selection of consultant, PCPA will provide:

- Notes to support development of creative brief
- Web traffic analysis
- Definition and analysis of PCPA's audiences
- Daily access to PCPA project manager and web team
- More technical specifications, if needed
- Access to Metro and PCPA image library of photos (may not suffice but will be available)



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PCPA/Metro staff support:

- Server administration, programming, hosting
- New and rewritten content for top tier pages

Tentative Schedule

February 3 Responses due

February 21-22 Interviews

February 24 Selection of consultant

February 29 Kick-off meeting / project launched

March 30 Phase I: research and discovery completed (see following page for phase detail)

April 27 Phase 2: strategy and planning completed

June 22 Phase 3: design and production completed

July 27 Phase 4: development and launch completed

In addition to the services outlined in the above table, the consultant will provide:

User testing

Usability testing of design and adjustments to design based on results.

Project management

- Preparation and facilitation of project kick-off meeting, regular meetings with Metro project manager, web staff and steering committee
- Collaboration tools, communication protocols to manage project milestones and workflow
- Knowledge transfer, project close-out



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PHASE 1 – RESEARCH AND DISCOVERY | 4 WEEKS

Services:

- Stakeholder interviews
- Brand audit
- Website audit and evaluation

Deliverables:

- Audience profile and task analysis
- Brand guidelines, creative brief
- Asset inventory
- Business requirements

PHASE 2 – STRATEGY AND PLANNING | 4 WEEKS

Services:

- Goals and objectives
- Online branding and message alignment
- Social media integration strategy
- Mobile device strategy
- Content audit and migration strategy
- Branding and message approach
- Schedule

Deliverables:

- List of problems, ideas and opportunities
- Functional requirements
- Content audit and plan
- Site map
- Technical architecture
- Logo or wordmark concept comps/prototypes

PHASE 3 – DESIGN AND PRODUCTION | 8 WEEKS

Services:

- Template design prototypes and alternatives
- Establish design direction incorporating brand identity, final design, review, evaluation and approval
- Design all key templates
- Web style guide defining templates and usage
- CSS definitions and application guidelines
- Typography usage
- Imagery guidelines
- Editorial voice guidelines based on established Metro guidelines adopted by Metro, Expo and the Oregon Zoo
- Content production (with support from PCPA/Metro staff)

Deliverables:

- Wireframe
- Creative approach
- Brand identity tools (logo and/or wordmark, color, typographic and style definition)
- User feedback report
- Photoshop files
- Page templates
- Technical and security specifications
- Modules installed
- Logins work
- Content checklist
- Modules or interfaces
- Drupal theme
- Prototypes and final candidate
- Images, artwork, content
- Documentation
- Site ready to launch



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PHASE 4 – DEVELOPMENT AND LAUNCH | 5 WEEKS

Services:

- Sitemap approval
- Template development
- QA and testing
- Hand-off and training

Deliverables:

- Style guides and process maps
- Training materials
- Live site
- Lessons learned notes
- Maintenance plan

IV. QUALIFICATIONS/EXPERIENCE

Proposers shall have a minimum 5 years experience in web site redesign, including information architecture and navigation design, interaction design, writing for the web, usability testing, building and launching Drupal database driven web sites, using CSS and designing for accessibility. Proposers shall also have a minimum 5 years experience in brand identity strategy and development.

V. PROJECT ADMINISTRATION

Lori Kramer, project manager, will manage the resulting contract and provide assistance as necessary throughout the duration of the contract term to ensure the objectives of the contract are achieved. Proposers shall indicate one point of contact for the resulting contract.

VI. PROPOSAL INSTRUCTIONS

A. Submission of Proposals

Two (2) hard copies of the proposal and an electronic version of the proposal shall be furnished to Metro, addressed to:

Portland Center for Performing Arts
Attn: Lori Kramer RFP 12-2039
1111 SW Broadway, 5th floor
Portland, OR 97205

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 Lori Kramer, Portland Center for the Performing Arts, 1111 SW Broadway, 5th floor, Portland, OR 97205, lori@pcpa.com. 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 2:00 p.m. Friday, January 27, 2012.



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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 and Women-Owned 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 not more than seventeen (17) pages of written material (excluding resumes, and portfolio, which may be included in an appendix and/or as links to examples of work), describing the ability of the consultant to perform the work requested, as outlined below. The proposal should be submitted on recyclable, double-sided recycled paper (post consumer content). No waxed page dividers or non-recyclable materials should be included in the proposal.

A. Transmittal Letter (One page)

Provide the following information:

Project manager: Indicate who will be assigned to the project

Company name and address

Phone, website and email

Indicate that the proposal will be valid for ninety (90) days

State certification number, if any, as a minority-owned, disadvantaged or emerging small business

B. Approach/Project Work Plan (Five pages maximum)

Brand Identity: Describe in detail the firm's approach to the development of an enhanced brand identity for PCPA. Describe how the work will be done within the given timeframe and include a proposed budget, work plan and schedule. The enhanced brand identity must be integrated into the website redesign.

Website Redesign: Describe in detail the approach for redesigning the PCPA website.

Describe how the work will be done within the given timeframe and include a proposed budget, work plan and schedule. Include in your responses to the following statements:

- Define elements of good website design
- Describe your approach to site evaluation and usability testing, QA testing, and launch
- Describe accessibility standards and how you will meet them
- Describe how you plan to collaborate with the PCPA web development team

C. Staffing/Project manager designation (Two pages maximum).

Identify specific personnel assigned to major project tasks, their roles in relation to the work



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required, percent of their time on the project, and special qualifications they may bring to the project. Describe how your firm will manage the project. Include resumes of individuals proposed for this contract.

PCPA intends to award this contract to a single firm to provide the services required; however, multiple firms may join together for the purpose of the project. Proposals must identify a single person as project manager to work with PCPA. Teams are encouraged to assure the optimal mix of skills. However, 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 (Five pages maximum)

Indicate how your firm meets the experience requirements listed in section IV of this RFP. List three to five projects conducted over the past five years, which involved services similar to the services required here. At least one example must have used a Drupal CMS. Explain the key issues that were resolved, and highlight how your team solved the problem(s). 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 and budget (One page)

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. Metro has established a budget not to exceed \$70,000 for this project, and proposes approximate distribution of \$25,000 for design, user experience and creative services, including writing, photography and artwork, \$27,500 for development and production (XHTML and CSS work) \$7,000 for strategy and discovery, \$7,000 for project management and \$3,500 for training, but is open to suggestions about the division of the resources.

F. Diversity in Employment and Contracting: (Two pages maximum)

- 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.
- Commitment to MERC First Opportunity Target Area (FOTA) program (i.e. specific steps to provide employment and contract opportunities to FOTA residents, past performance and



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experience with FOTA program). Follow this link for information about MERC's First Opportunity Target Area: <http://www.oregonmetro.gov/index.cfm/go/by.web/id=6094>

- G. Exceptions to Standard Agreement and RFP (One page)
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.
- 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.



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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. Award will be made to the highest ranked Proposers 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 and approach	
Demonstration of understanding of the project objectives	15%
Performance methodology and approach to project	15%
Staffing and experience	20%
Strength and relevancy of references/Drupal experience.	10%
Budget/cost proposal	
Commitment to budget and schedule parameters	15%
Cost/benefit of proposed work plan/approach	15%
Diversity/FOTA Commitment & History	10%
TOTAL	100%

X. NOTICE TO ALL PROPOSERS -- STANDARD AGREEMENT

The attached agreement (Exhibit A) included herein reflects preliminary, draft contract language and selected, proposed contract terms for this procurement. Proposers should be aware that such language terms and provisions are for illustrative purposes only and that Metro reserves the right, following submission and ranking of all proposals submitted in response to this procurement, to amend, modify or negotiate over any and all such contract language, terms and provisions regarding the agreement arising from this procurement. By submitting a proposal in response to this procurement, proposers acknowledge that they are aware of and do not object to any later, potential amendment and modification of such preliminary, draft language and terms. In addition, by responding to this procurement, proposers acknowledge that they are aware of their ability to offer alternatives to any of the preliminary, draft contract language and proposed contract terms set forth herein.



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Request for Proposals (RFP 12-2039) – EXHIBIT A

For Personal Service Agreements \$50,000 & Up

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:

- Duration.** This personal services agreement shall be effective Month XX, 2012 and shall remain in effect until and including Month XX, 201X, unless terminated or extended as provided in this Agreement. This agreement may be renewed or extended for one additional one-year periods at Metro's sole discretion.
- 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.
- 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 XXXXXXXXXXXX/100THS DOLLARS (\$XXXXX.XX). Payment shall be made by Metro on a Net 30 day basis upon approval of Contractor invoice.
- Insurance.** Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:
 - 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;
 - Automobile insurance with coverage for bodily injury and property damage and with limits not less than minimum of \$1,000,000 per occurrence;
 - Workers' Compensation insurance meeting Oregon statutory requirements including Employer's Liability with limits not less than \$500,000 per accident or disease; and
 - 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.

- 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.

- 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,



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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.
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503-797-1700

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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 _____



Request for Proposals (RFP 12-2039) – EXHIBIT B

METRO WEBSITE TECHNICAL SPECIFICATIONS AND REQUIREMENTS

Target server configurations

- Web Server: Use (RedHat) Linux on Intel.
- Relational database schema for MYSQL 5.

Web code

- Document type
 - valid XHTML 1.0 strict markup (<http://www.w3.org/TR/xhtml1/>)

Scripting

- PHP 5.2 + scripting languages in a Linux environment.
- Precise and clear inline code documentation as well as release documents for all releases and patches with accessible bug tracking.

Open Source Tools

- accessible Git repository
- ability to track and log bugs (e.g. JIRA)
- should meet all Metro documented web code and scripting standards
- Databases should be MySQL 5.0+

Target operating systems and browsers

Application must be tested and work on the following combinations. The browser version listed must be the minimum version with which the application should be compatible.

- FireFox 3+ (PC, Linux and Mac)
- Internet Explorer 7.0+ (PC)
- Opera 6+ (PC and Mac)
- Chrome 5+
- Safari 4+ (Mac)

Accessibility

Follow W3C guidelines (<http://www.w3.org/TR/WCAG10/full-checklist.html>) and follow closely the section 508 (<http://www.section508.gov>) standards for government agencies.

Target display resolution

- 1024x768 is acceptable, but the design should flow gracefully at smaller resolutions.
- We expect source code for all database objects (i.e. tables, packages, stored procedures, data population).

DRUPAL SITE BUILDING AND DEVELOPMENT



Request for Proposals (RFP 12-2039) – EXHIBIT B

General Best Practices

- Dos
- Use Drupal 7
 - Never hack core
 - Avoid hardcoding
 - Follow a feature-driven approach
- Don'ts
- Don't wing it; have a plan
 - Don't forget to have a backup plan during development
 - Don't do development on the live production site

Theme Design

- Dos
- Design with Drupal in mind
 - Style all common Drupal elements
 - Work with Drupal forms, not against them
- Don'ts
- Don't ignore how content is displayed by default
 - Don't use styles that vary wildly from page to page
 - Don't waste time designing a custom admin theme

Theme Development

- Dos
- Keep it simple
 - Start with a base theme
 - Use Drupal core's body classes
 - Follow theme coding conventions
 - Keep accessibility in mind

Feature-Driven Development

- Dos
- Follow a feature-driven approach
 - Create at least one feature for every content type
 - Plan out content types and fields before creating them
 - Reuse fields across content types as much as practical
 - Get familiar with features-related modules
- Don'ts
- Don't install modules that aren't mapped to a feature
 - Don't create views that aren't mapped to a feature
 - Don't create custom modules when a feature can do the job