



Audio Visual Equipment Purchase

RFB 12-2095

Oregon Convention Center
777 NE Martin Luther King Jr. Blvd.
Portland, OR 97232

Project Manager
Chuck Dills
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503-731-7889

Procurement Analyst
Julie Hoffman
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503-797-1648

Notice is hereby given that bids for RFB 12-2095 Audio Visual Equipment Purchase shall be received by Metro, 600 NE Grand Avenue, Portland OR 97232 until 2:00 p.m. on April 20, 2012. It is the sole responsibility of the bidder to ensure that Metro receives the Bid by the specified date and time. All late Bids shall be rejected. Bidders shall review all instructions and contract terms and condition.



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

Request for bids (RFB 12-2095)

Metropolitan Exposition Recreation Commission (MERC), an appointed commission of Metro, is requesting bids for Audio Visual Equipment Purchase for the Oregon Convention Center. Bids are due to be received (postmarks not accepted) no later the date and time indicated on the RFB cover page at Metro, 600 NE Grand Avenue, Portland, OR 97232,

Oregon Convention Center intends to purchase Lighting, Rigging, Video, Cases and Brackets, Screens, and Sound Audio Visual equipment. The specifications are separated into several different bid packages as per the attached bid sheets. Bidders may bid on any combination of packages, including one or all. Bidders must bid on each item in the bid package for which they are submitting prices. Metro intends to award to one (1) or more contract(s) for the equipment requested.

The term of the contract is anticipated to be the last week of April , 2012 through June 30, 2012. All bids must be submitted in sealed envelopes which clearly identify the item(s) as stated in the RFB. Bidding documents, (including plans and specifications depicting the work) may be examined and are available at www.oregonmetro.gov, under "Doing Business".

All bids must conform to the INSTRUCTIONS TO BIDDERS and be complete including the use of any required forms. Metro may accept or reject any or all bids, in whole or in part, or waive irregularities not affecting substantial rights if such action is deemed in the public interest.

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.

Metro extends equal opportunity to all persons and specifically encourages minority and women-owned businesses to access and participate in this and all Metro projects, programs and services.

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BID FORMS

- Bid Checklist
- Schedule of Bid Prices with Extension of Pricing to Other Jurisdictions
- Bid Bond
- Recycling Certificate of Compliance
- Standard Public Contract

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INSTRUCTIONS TO BIDDERS

BID

Metropolitan Exposition Recreation Commission (MERC), an appointed commission of Metro, is requesting bids for Audio Visual Equipment Purchase for the Oregon Convention Center. Bids must be enclosed in a sealed envelope and mailed or delivered to Metro Procurement Services, 600 NE Grand Avenue, Portland, Oregon 97232-2736, Attention: Julie Hoffman, RFB 12-2095 no later than the date and time indicated on the RFB cover page, and will be publicly opened and read at that time in room 270. A formal bid may not be submitted by facsimile (FAX) transmittal or email.

The outside of the envelope shall plainly identify the subject of the Bid, the opening date, and the Bid number.

All bids must be clearly and distinctly typed or written with ink or indelible pencil. All blank spaces must be completed. No erasures are permitted. Mistakes must be crossed out and corrections typewritten or written in ink adjacent thereto, and initialed in ink by the party signing the Bid, or his authorized representative.

Written amounts shall be shown in both words and figures. Words shall govern in cases of discrepancy between the amounts stated in words and the amounts stated in figures.

All bids must be on the forms furnished by Metro or they may be rejected by Metro.

Bids shall be open at a public bid opening conducted by Metro. Only bidder name and bid pricing will be read aloud. Metro will then proceed with bid evaluation prior to notifying bidders of the selected contractor.

COST OF BID

This Request for Bid does not commit Metro to pay any costs incurred by any Bidder in the submission of a bid, or in making necessary studies or designs for the preparation thereof, or for procuring or contracting for the items to be furnished under the invitation to bid.

ERRORS / OMISSIONS

Any Bid may be deemed non-responsive by the Procurement Officer if it is: Not on the Bid forms provided; contains errors or omissions, erasures, alterations, or additions of any kind; proposes prices which are unsolicited or obviously unbalanced; or not in complete conformance with any and all conditions of the bidding documents.

ADDENDA TO PLANS OR SPECIFICATIONS

Requests for additional information or interpretation of the contract documents shall be delivered to the Julie Hoffman, at juliehoffman@oregoncc.org in writing, at least five (5) business days prior to the Bid opening date and time. If, in the opinion of Metro, additional information or interpretation is needed by the Bidders, an addendum will be issued to all known specification holders. The provisions of any written addenda issued by the Procurement Officer at least seventy two (72) hours prior to the Bid opening date and time shall be binding upon the Bidders, and failure of a Bidder to obtain such addenda shall not excuse compliance therewith by the successful bidder.

MODIFICATION OF BID

An offer to modify the bid which is received from the successful Bidder after award of contract which makes the terms of the Bid more favorable or advantageous to Metro will be considered, and may thereafter be accepted. To be effective, every modification must be made in writing over the signature of the Bidder.

WITHDRAWAL OF BIDS

A Bidder may withdraw its bid by written request which are received prior to the scheduled closing time for filing Bids. Negligence on the part of the Bidder in preparing his or her bid confers no right to withdraw the bid after the scheduled closing time for filing Bids.

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LATE BID

Bids received after the scheduled closing time for filing Bids will be returned to the Bidder unopened, unless such closing time is extended by Metro in writing

EXECUTION

Each Bid shall give the Bidder's full business address and bear its legal signature.

Bids by partnerships must list the full name of all partners and be signed by a partner or agent authorized to execute the contract on behalf of the partnership and identified by printed name and title.

Bids by corporations must bear the legal name of the corporation, the name of the state of incorporation, and the signature of the officer or agent authorized to legally bind the corporation.

Upon request by Metro, satisfactory evidence of the authority of the partner or officer shall be furnished.

If an agent who is not an officer of the corporation or a member of the partnership signs the Bid, a notarized Power of Attorney must be on file with Metro prior to the opening of Bids or be submitted with the Bid. Without such notice of authority, the Bid shall be considered improperly executed, defective and therefore nonresponsive.

A Bid submitted by a joint venture must include a certified copy of the terms and conditions of the agreement creating the joint venture.

EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK

It is understood that the Bidder, before submitting a Bid, has made a careful examination of the plans, specifications, and contract; that it has fully informed itself as to the quality and quantity of materials and the character of the work required; and that it has made a careful examination of the location and condition of the work and the sources of supply for materials.

COMPLIANCE

Each Bidder shall inform itself of, and the Bidder awarded a contract 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, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, waste reduction and recycling, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees and similar subjects.

PERMITS AND LICENSES

Each Bidder shall obtain and include in his Bid the cost for all permits and licenses which may be required to perform the contract.

CONFLICT OF INTEREST

A Bidder filing a bid thereby certifies that no officer, agent, or employee of Metro or Metro has a pecuniary interest in this Bid or has participated in contract negotiations on behalf of Metro; that the bid is made in good faith without fraud, collusion, or connection of any kind with any other Bidder for the same call for Bids; the Bidder is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

IMMATERIAL VARIANCES

Metro reserves the right to determine whether equipment or materials that comply substantially in quality and performance with the specifications are acceptable to Metro, and whether any variance listed by the Bidder in a bid is material or immaterial.

LATEST MODEL

Parts and materials must be new, of latest model, of current date, and meet specifications. This provision excludes all surplus, remanufactured, and used products, unless such material is proposed in lieu of items specified.

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"OR APPROVED EQUAL" CLAUSE

In order to establish a basis of quality, certain processes, types of machinery and equipment, or kinds of materials may be specified, either by description of process or by designating a manufacturer by name and referring to his brand or product designation, or by specifying a kind of material. It is not the intent of these specifications to exclude other processes, equipment, or materials of equal value, utility or merit.

Whenever a process is designated or a manufacturer's name, brand, or product is described, it shall be understood that the words, "or approved equal" follow such name, designation, or description, whether in fact they do so or not.

If a Bidder proposes to furnish an item, process or material which it claims to be of equal utility to the one designated, then:

1. Bidder shall submit as part of their Bid, a written statement describing it together with supporting data and details sufficient to permit Metro to evaluate the same.

If the product contains chemical properties, the relevant Material Safety Data Sheets (MSDS) shall be included to document all health and physical hazards, chemical ingredients, exposure limits, personal protective equipment for handling and use, and emergency procedures in response to unanticipated spills or environmental release.

2. Metro may require demonstration, additional tests, and additional data, all to be supplied at the expense of the Bidder.
3. Metro shall in its sole discretion determine if an item submitted as an alternate or approved equal is "equal" or "equivalent".

RECYCLABLE PRODUCTS

Vendors shall use recyclable products to the maximum extent economically feasible in the performance of the work set forth in this contract document.

RECYCLED PRODUCTS AS BID ITEMS

Oregon Law (ORS 279A.125) requires Metro and all public agencies to give preference to materials and supplies manufactured from recycled materials.

All Bidders are therefore required to specify the exact or minimum percentage of recycled paper and fiber type in all paper products or recycled content in all other products offered, plus both the post-consumer and secondary waste content of the products offered.

Only Bids submitted with such information shall receive preference consideration and post Bid declaration or discovery shall not be allowed.

QUANTITIES

Metro makes no guarantees as to the exact quantities to be purchased. The figures provided are intended merely as guides and Bidders are warned not to construe them as a guarantee to purchase any amount.

Payment will be made only for quantities actually ordered, delivered, and accepted whether greater or less than the stated amounts.

TERMS

A Bid may be rejected if it requires payment in less than thirty (30) calendar days after invoice date or if it requires payment, in whole or in part, less than fifteen (15) days after invoice approval prior to delivery.

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PRICES

All prices submitted shall be firm during the contract period. If unit prices are requested, they should be provided for each unit on which there is a Bid. In case of mistake in extension of price, unit prices shall govern. All prices shall be F.O.B. the destination designated by Metro.

WARRANTY / GUARANTY

Each Bid for the furnishing of materials and equipment shall provide an explanation of both the Bidder's and manufacturer's warranties on materials and workmanship.

Every Bid shall indicate any warranty costs to Metro, including but not limited to, all parts, labor, and shipping costs required for compliance with any specific requirement(s) contained in the special conditions.

SERVICE

Each Bidder shall furnish detailed information on any service facilities, locations, and procedures as well as information on any maintenance agreements or contracts available to Metro.

DELIVERY

Each Bidder shall provide a delivery schedule for each item offered. The successful Bidder shall notify Metro, in writing, within five (5) business days of order if delivery cannot be completed as proposed and required.

Upon receipt of such notice from the successful Bidder, Metro reserves the right to cancel the order and make the purchase from the second lowest, responsible Bidder.

If Metro does not elect to cancel the contract initially, subsequent failure to meet the then current delivery requirement does not foreclose Metro's option for later cancellation.

BID SECURITY

All Bids with a combined total amount of \$100,000 or more must be accompanied by a bid security in the form of a cashier's check, certified check, irrevocable letter of credit, or a bid bond issued by a surety authorized to conduct such business in the state of Oregon. Security shall be in the amount of five percent (5%) of the total bid price. The bid security shall serve as a guarantee that the bidder will not withdraw the bid for a period of sixty (60) days after bid opening, and if awarded the contract, will execute the Metro contract and furnish all required bonds and insurance with the time frame specified.

The Attorney-in-Fact who executes any bond on behalf of the surety must attach a notarized copy of his or her Power of Attorney as evidence of authority to bind the surety on the date of bond execution.

Bid securities will be held until the Contract has been finally executed, after which all Bid securities, other than those which have been forfeited, will be returned to the respective Bidders whose Bid they accompanied.

RESIDENT / NON-RESIDENT BIDDER

Oregon law requires Metro, in determining the lowest responsive Bidder, to add a percent increase on the Bid of a non-resident Bidder equal to the percent, if any, of the preference given to that Bidder in the state in which that Bidder resides. Therefore, each Bidder must indicate whether it is a resident or non-resident Bidder. A resident Bidder is a Bidder that has paid unemployment taxes or income taxes in the state of Oregon during the last twelve (12) months immediately preceding submission of this Bid, has a business address in Oregon, and has stated in its Bid that it is a "resident Bidder."

EXPERIENCE AND ABILITY TO PERFORM THE WORK

Upon request, Bidders must present all necessary information indicating that the Bidder has met the standards of responsibility set forth in ORS 279B.110. Metro will make the final determination as to whether or not the Bidder is qualified to perform the work.

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BASIS OF AWARD

The award shall be made to the responsible Bidder submitting the lowest responsive bid. Any determination of bidder's responsibility or responsiveness are subject to review and determination by the Office of the Metro Attorney as to legal sufficiency. Metro reserves the right to accept or reject any and all bids in whole or in part and to waive any irregularities in the best interest of Metro.

GENERAL CONDITIONS

NOTICE OF AWARD

Within twenty (20) calendar days after the opening of Bids, Metro will accept one of the Bids, or combination of Bids, or reject all Bids in accordance with the Basis of Award. The acceptance of the Bid will be by written Notice of Award, mailed or delivered to the office designated in the Bid. The Notice of Award shall not entitle the party to whom it is delivered to any rights whatsoever.

APPEAL OF CONTRACT AWARD

Aggrieved proposers who wish to appeal the award of this contract must do so in writing within five (5) days of issuance of the notice of intent to award by Metro. Appeals must be submitted to General Manager of Visitor Venues, 600 NE Grand Avenue, Portland, OR 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.

CONTRACT

Within seven (7) business days of receipt of the contract from Metro, the Successful Bidder shall sign and deliver the Contract to Metro, along with all required insurance certificate and bonds.

FOREIGN CONTRACTOR

A Contractor that is not domiciled in or registered to do business in the State of Oregon shall, upon execution of a contract in excess of \$10,000, promptly report the total contract price, terms of payment, length of contract and all other required information to the Oregon Department of Revenue. Compliance shall be documented and Metro shall be fully satisfied as to complete compliance prior to release of final payment.

INSURANCE

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

1. 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;
2. Automobile insurance with coverage for bodily injury and property damage and with limits not less than minimum of \$1,000,000 per occurrence;
3. Workers' Compensation insurance meeting Oregon statutory requirements including Employer's Liability with limits not less than \$500,000 per accident or disease; and
4. If required, 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 INSURED on Commercial General Liability and Automobile policies.

Contractor shall provide to Metro 30 days notice of any material change or policy cancellation.

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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, and all subsequent subcontractors and suppliers performing work pursuant to this contract shall provide Workers' Compensation benefits as required by and in accordance with all applicable state and federal laws.

NOTICE OF ASSIGNMENT

Metro will not recognize any assignment or transfer of any interest in this contract without written approval of the Procurement Officer and the Metro Attorney.

HAZARD COMMUNICATION

The Contractor shall be required to strictly adhere to, coordinate with Metro and document full compliance with the policies and procedures of the Oregon Administrative Rules, Oregon Occupational Safety and Health Division, OAR 437-002, Subdivision Z-Toxic and Hazardous Substances (1910,1200 Hazard Communication).

Therefore, the Contractor and all subcontractors and suppliers within his control shall notify Metro and all parties to the agreement as to:

- Hazardous materials to which they may be exposed on site;
- Employee measures to lessen the possibility of exposure;
- All contractor measures to reduce the risk;
- Procedures to follow if exposed.

The Contractor shall provide Metro with all Material Safety Data Sheets (MSDS) prior to delivery or introduction of the material on site.

For further information or clarification, contact the Metro Risk Management Division at 503-797-1622.

DELIVERY TIMES

The Contractor shall deliver on business days between the hours of 8:00 a.m. and 5:00 p.m. Unloading must be completed by 5:00 p.m. unless approved in advance by Metro. Requests for such approval must be received by Metro at least three (3) days prior to delivery. Contractor shall assume all risk of deliveries made during hours beyond those listed above.

FAILURE TO PERFORM

Should the Contractor fail to meet the agreed upon delivery schedule, thereby making it necessary for Metro to purchase urgently-needed items from another source, the low Bidder shall pay the difference between the accepted low Bid price and the purchase price or accept an offset against any monies then owed by Metro.

PATENTS

The Contractor agrees to protect, to defend (if Metro requests) and save the agency harmless against any demand for payment for wrongful or unauthorized use of any patented material, process, article, or device that may enter into manufacture, construction, or forms a part of the work covered by this contract.

INVOICES

Invoices shall be prepared and submitted unless otherwise specified. Invoices shall contain the following information: MERC contract number, item numbers, description of supplies or services, sizes, quantities, unit prices and extended totals. Invoice should also state name of the unit or department to which the merchandise was shipped or delivered. Payment shall be made by MERC on a Net 30 day basis upon approval of Contractor invoice.

LAW OF STATE OF OREGON

This contract is entered into within the state of Oregon, and the law of said State, whether substantive or procedural, shall apply and be followed with respect to this contract.

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SPECIAL CONDITIONS

MINORITY, WOMEN AND EMERGING SMALL BUSINESS PROGRAM

In the event that any subcontracts are to be utilized in the performance of this agreement, the Bidder'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.

NOTICE TO ALL BIDDERS

The attached agreement included herein reflects preliminary, draft contract language and selected, proposed contract terms for this procurement. Bidders 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 bids 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 bid in response to this procurement, bidders 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, bidders 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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BIDDER'S CHECKLIST

FIRM _____

NAME _____

MAILING ADDRESS _____

PHONE _____ FAX _____ EMAIL _____

BIDDER REPRESENTS/CERTIFIES/ACKNOWLEDGES AS PART OF THIS OFFER THAT:	
<p>Contractor shall check or complete all applicable boxes To be Submitted by the Bid Due Date and Time as indicated on the RFB cover page BID WILL BE CONSIDERED NON-RESPONSIVE WITHOUT THE FOLLOWING DOCUMENTS</p>	
1.	BID
2.	BID BOND: If the combined total amount of the bid is \$100,000 or more, the Bidder has complied with Metro's requirements for 5% bid surety and guarantees that this bid is irrevocable for the period specified herein.
3.	CONFLICT OF INTEREST: Bidder hereby certifies that no officer, agent, or employee of Metro has participated on behalf of Metro in preparation of this bid, that the bid is made in good faith without fraud, collusion, or connection of any kind with any other Bidder for the same work, and the Bidder is competing solely in its own behalf without connection or obligation to any undisclosed person or firm.
4.	RESIDENT/NON-RESIDENT: Undersigned Bidder states that it is a <input type="checkbox"/> resident or <input type="checkbox"/> non-resident of the state of Oregon. State in which Bidder resides: _____
5.	TYPE OF BUSINESS ORGANIZATION: Bidder operates as <input type="checkbox"/> an individual, <input type="checkbox"/> a corporation, incorporated under the laws of the state of _____, <input type="checkbox"/> a non-profit organization, <input type="checkbox"/> a partnership. (If partnership, attach names of the partners)
6.	OREGON LICENSE: If a corporation, <input type="checkbox"/> it is, or <input type="checkbox"/> is not, licensed with Oregon Corporation Commission
7.	CERTIFICATE OF COMPLIANCE for recycling.
8.	DOING BUSINESS AS: Provide any assumed names utilized.
_____ NAME AND TITLE OF PERSON AUTHORIZED TO CONTRACT/SIGN OFFER (TYPE OR PRINT)	_____ SIGNATURE OF PERSON AUTHORIZED TO CONTRACT/SIGN OFFER

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SCHEDULE OF BID PRICES

Bidders may bid on any combination of packages, including one or all. Bidders must bid on each item in the bid package for which they are submitting prices. Each package shall be awarded to the lowest responsive, responsible bidder for that package.

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

Bid Package A: LIGHTING				
Category	Descriptions	Unit Price	QTY	Total
Fixture	Source Four Leko with 50 Degree lens tube and lamp	\$	20	\$
Fixture	LED Opti Quad Pro	\$	20	\$
Cable	50 ft. Socapex extension cable 12/14	\$	6	\$
Cable	Male Socapex to 6 female 3- prong, grounded Edison socket 12/14	\$	4	\$
Cable	Safety Cable with carabiner	\$	40	\$
Case	Utility Case for 20 LED fixtures with casters	\$	1	\$
Truss	10' 12x18" Heavy Duty Box Truss	\$	2	\$
Truss	5' 12x18" Heavy Duty Box Truss	\$	2	\$
	Total Shipping Charges	\$		\$
Total Bid Price – Package A				\$
Total Bid Amount (in words)				

Extension of Pricing to Other Jurisdictions - 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 bidder 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 bidder specifically declines to participate in the program by marking the box below, the bidder agrees to participate in the Intergovernmental Cooperative Purchasing program. **Bidder declines to participate in the Intergovernmental Cooperative Purchasing program as indicated by the following initials _____.**

Note: If any of the items listed on the Bid Schedule contain recycled product, the bidder shall complete the Certificate of Compliance for Recycling and specify the amounts of such product. 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 bid. Metro reserves the right to reject any or all bids.

Bidder signature _____

Print Name of Bidder _____ Print Name of Company _____

Signature _____ Print Name and Title _____



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Package B: RIGGING				
Category	Descriptions	Unit Price	QTY	Total
Motor Distro	Motion Laboratories 12 Channel Multi Pin P14 Hoist Distro	\$	1	\$
Motors	CM Loadstar 1/2 ton, 3 phase 208, p14 power tail , L14-20, 16 fpm, 60 ft lift, normal latch, CB control tail, strain-relief, handles, MPDH16V1S small frame chain bag	\$	4	\$
Cable	100 ft. P14 fly cable	\$	1	\$
Cable	50 ft. P14 fly cable	\$	1	\$
Case	50 ft pendent remote extension cable	\$	1	\$
Case	Posilite motor case with casters	\$	1	\$
	Total Shipping Charges	\$		\$
Total Bid Price – Package B				\$
Total Bid Amount (in words)				

Extension of Pricing to Other Jurisdictions - 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 bidder 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 bidder specifically declines to participate in the program by marking the box below, the bidder agrees to participate in the Intergovernmental Cooperative Purchasing program. **Bidder declines to participate in the Intergovernmental Cooperative Purchasing program as indicated by the following initials ____.**

Note: If any of the items listed on the Bid Schedule contain recycled product, the bidder shall complete the Certificate of Compliance for Recycling and specify the amounts of such product. 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 bid. Metro reserves the right to reject any or all bids.

Bidder signature

Print Name of Bidder _____ Print Name of Company _____

Signature _____ Print Name and Title _____

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Package C: VIDEO				
Category	Descriptions	Unit Price	QTY	Total
Switcher	Blackmagic ATEM 1 M/E Broadcast Panel	\$	1	\$
Switcher	Blackmagic ATEM 1 M/E Production Switcher	\$	1	\$
Converter	Blackmagic - Mini Converter Heavy Duty SDI to HDMI	\$	2	\$
Converter	Blackmagic - Mini Converter Heavy Duty HDMI to SDI	\$	2	\$
Converter	Extron- RGB-HDMI 300A	\$	1	\$
Converter	Blackmagic - Mini Converter SDI Distribution	\$	2	\$
Converter	AJA - SC Single Channel SC Fiber to SDI Converter	\$	2	\$
Cable	AJA - AJA 1-Channel SD/HD/3G-SDI to Optical Fiber	\$	2	\$
Cable	Extron - 3G HD-SDI 101	\$	2	\$
Cable	6 ft. 24AWG CL2 Silver Plated HDMI	\$	8	\$
Cable	15 ft. 24AWG CL2 Silver Plated HDMI	\$	4	\$
Cable	10 ft. HDMI - DVI-D	\$	2	\$
Cable	ABHDL Series Locking 1-Piece Compression Belden BNC Connectors	\$	70	\$
Cable	Belden - Belden 1694A Cable 1000' Roll	\$	2	\$
Lens	LNS-T31A projector lens	\$	2	\$
Lens	LNS-T32 projector lens	\$	2	\$
Projector	Christie L2K1000 LCD 2K Projector 103-031105-01 with HD SD SDI Mod	\$	2	\$
Projector	Sanyo PLC-XP200L projector	\$	2	\$
UPS	APC SMT750RM2U UPS for Blackmagic	\$	1	\$
	Total Shipping Charges	\$		\$
Total Bid Price – Package C				\$
Total Bid Amount (in words)				



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

Request for bids (RFB 12-2095)

Package C: VIDEO (cont'd)

Extension of Pricing to Other Jurisdictions - 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 bidder 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 bidder specifically declines to participate in the program by marking the box below, the bidder agrees to participate in the Intergovernmental Cooperative Purchasing program. **Bidder declines to participate in the Intergovernmental Cooperative Purchasing program as indicated by the following initials ____.**

Note: If any of the items listed on the Bid Schedule contain recycled product, the bidder shall complete the Certificate of Compliance for Recycling and specify the amounts of such product. 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 bid. Metro reserves the right to reject any or all bids.

Bidder signature

Print Name of Bidder _____ Print Name of Company _____

Signature _____ Print Name and Title _____



600 NE Grand Ave.
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Request for bids (RFB 12-2095)

Package D: CASES/ BRACKETS				
Category	Descriptions	Unit Price	QTY	Total
Case	Pelican 1730 Case with Foam for L2K1000	\$	2	\$
Case	Pelican 1610 Case with Foam (Olive Drab Green) for XP-200	\$	2	\$
Case	Road Ready Case RR4UADS for Switcher	\$	1	\$
Case	Pelican 1520 Case with Foam (black) for Broadcast Panel	\$	1	\$
Case	Pelican 1430 toploader case (black) for lenses	\$	16	\$
Case	Marathon MA-2PLASMA50W for 47" monitors	\$	2	\$
Case	Gator Case G-MONITOR2-GO22 for 19" monitors	\$	2	\$
Bracket	Chief PSB2029 47" monitor bracket	\$	4	\$
Bracket	Chief HB42E for L2K1000 projector	\$	2	\$
Bracket	Chief RPA 204 and SLB 204 for Sanyo XP-200	\$	2	\$
Stand	Chief PF1U large video display floor stand	\$	3	\$
	Total Shipping Charges			
Total Bid Price – Package D				\$

Total Bid Amount (in words)

Extension of Pricing to Other Jurisdictions - 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 bidder 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 bidder specifically declines to participate in the program by marking the box below, the bidder agrees to participate in the Intergovernmental Cooperative Purchasing program. **Bidder declines to participate in the Intergovernmental Cooperative Purchasing program as indicated by the following initials _____.**

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Bidder signature

Print Name of Bidder _____ Print Name of Company _____

Signature _____ Print Name and Title _____



600 NE Grand Ave.
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Request for bids (RFB 12-2095)

Package E: Screens				
Category	Descriptions	Unit Price	QTY	Total
Screen	Da-Lite 12' x 16' Da-Mat Truss Screen Complete Kit	\$	2	\$
Screen	Stumpfl 20' x 11' Screen Complete Kit	\$	2	\$
Screen	Stumpfl 20' x 11' Screen Velour Drape Kit (black)	\$	2	\$
Screen	DA-Lite 80568 96" screen skirt (black)	\$	16	\$
	Total Shipping Charges			
Total Bid Price – Package E				\$
Total Bid Amount (in words)				

Extension of Pricing to Other Jurisdictions - 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 bidder 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 bidder specifically declines to participate in the program by marking the box below, the bidder agrees to participate in the Intergovernmental Cooperative Purchasing program. **Bidder declines to participate in the Intergovernmental Cooperative Purchasing program as indicated by the following initials ____.**

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Bidder signature

Print Name of Bidder _____ Print Name of Company _____

Signature _____ Print Name and Title _____

Request for bids (RFB 12-2095)

Package F: SOUND				
Category	Descriptions	Unit Price	QTY	Total
Console	PreSonus Studiolive 24.4.2	\$	1	\$
Wireless Ant	Shure UA870 Antenna	\$	4	\$
Wireless Base	Shure UA844 Antenna Base	\$	2	\$
Speaker	JBL VRX932LAP Speaker	\$	2	\$
Speaker	JBL VRX918SP Sub	\$	2	\$
Speaker	Electro-Voice ZXA1-90 powered speaker (black)	\$	3	\$
Stand	K&M 21340 steel rod with hand crank	\$	2	\$
Bracket	JBL VRX- AF Array Frame	\$	1	\$
Audio Snake	ProCo RM2408FBX-300	\$	1	\$
Microphone	Countryman E6 Headset Microphone	\$	3	\$
	Total Shipping Charges	\$		\$
Total Bid Price – Package C				\$

Total Bid Amount (in words)

Extension of Pricing to Other Jurisdictions - 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 bidder 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 bidder specifically declines to participate in the program by marking the box below, the bidder agrees to participate in the Intergovernmental Cooperative Purchasing program. **Bidder declines to participate in the Intergovernmental Cooperative Purchasing program as indicated by the following initials ____.**

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Bidder signature

Print Name of Bidder _____ Print Name of Company _____

Signature _____ Print Name and Title _____



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Request for bids (RFB 12-2095)

Package G: INTERCOM				
Category	Descriptions	Unit Price	QTY	Total
Comm Power	Production Intercom PS-4 Intercom System Interface	\$	1	\$
Belt Pack	Production Belt Pack BP-1	\$	12	\$
Headset	Production Headset SMH210 Single Muff	\$	2	\$
Case	Pelican 1520 Case	\$	1	\$
	Total Shipping Charges	\$		\$
Total Bid Price – Package G				\$
Total Bid Amount (in words)				

Extension of Pricing to Other Jurisdictions - 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 bidder 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 bidder specifically declines to participate in the program by marking the box below, the bidder agrees to participate in the Intergovernmental Cooperative Purchasing program. **Bidder declines to participate in the Intergovernmental Cooperative Purchasing program as indicated by the following initials _____.**

Note: If any of the items listed on the Bid Schedule contain recycled product, the bidder shall complete the Certificate of Compliance for Recycling and specify the amounts of such product. 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 bid. Metro reserves the right to reject any or all bids.

Bidder signature

Print Name of Bidder _____ Print Name of Company _____

Signature _____ Print Name and Title _____



Metro

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

Request for bids (RFB 12-2095)

BOND NO. _____

AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENT, that _____
_____ hereinafter called the PRINCIPAL, and _____

_____ a corporation duly organized under the laws of the State of _____ having its principal place of business at _____ in the state of _____, and authorized to do business in the state of Oregon, as SURETY, are held and firmly bound unto _____ hereinafter called the OBLIGEE, in the penal sum of _____ DOLLARS (\$ _____), for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS PRINCIPAL IS SUCH THAT:

WHEREAS the PRINCIPAL is herewith submitting a **BID FOR** _____ said Bid, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE, if the Bid submitted by the PRINCIPAL is accepted, and the Contract awarded to the PRINCIPAL, and if the PRINCIPAL shall execute the proposed Contract and shall furnish any bond(s) required by the Contract Documents within the time fixed by the Documents, then this obligation shall be void; if the PRINCIPAL shall fail to execute the proposed Contract and furnish the bond(s), the SURETY hereby agrees to pay to the OBLIGEE the penal sum as liquidated damages, within ten (10) days of such failure.

Signed and sealed this _____ day of _____, 20____.

By: _____
PRINCIPAL

By: _____
Attorney-in-Fact



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Request for bids (RFB 12-2095)

CERTIFICATE OF COMPLIANCE FOR RECYCLING

I, the undersigned duly authorized representative of the Bidder, hereby certify that the products offered in this bid contain the following minimum percentages:

- (A) _____ Percentage of post-consumer waste as defined in ORS 279A.010(s) (formerly ORS 279.545(1))
- (B) _____ Percentage of secondary waste materials as defined in ORS 279A.010 (hh) (formerly ORS 279.545(6))

It is the bidder's responsibility to provide additional signed copies of this Certification of Compliance for each item which contains a different percentage of recycled materials than listed above.

DEFINITIONS:

ORS 279A.010(s): "'Post Consumer Waste' means a finished materials that would normally be disposed of as solid waste, having completed its life cycle as a consumer item. 'Post-consumer waste' does not include manufacturing waste."

ORS 279A.010(hh): "'Secondary Waste Materials' is defined as fragments of products or finished products of a manufacturing process which has converted a virgin resource into a commodity of real economic value, and includes post-consumer waste, but does not include excess virgin resources of the manufacturing process. For paper, 'secondary waste materials' does not include fibrous waste generated during the manufacturing process such as fibers recovered from waste water or trimmings of paper machine rolls, mill broke, wood slabs, chips, sawdust or other wood residue from a manufacturing process."

I, the undersigned duly authorized representative of the bidder, understand that the bid must be signed in ink by the bidder or an authorized representative of the bidder and that any alterations or erasures must be initialed in ink by the person signing the bid. Further, I acknowledge that I have read and understand all bid instructions, specifications, terms and conditions (including the attachments indicated above and agree, on behalf of myself and the bidder to be bound by them.

I, the undersigned duly authorized representative of the bidder certify that the information provided in this bid is true and accurate. Further, I understand and acknowledge that providing incorrect or incomplete information may be cause for bid rejection or contract termination.

Signature: _____

Title: _____

Company: _____

Telephone: _____

Request for bids (RFB 12-2095)

MERC CONTRACT NO. XXXXXX

THIS Contract is entered into between Metropolitan Exposition Recreation Commission (MERC), an appointed commission of Metro, 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 MERC 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 April 20, 2012 through and including June 30, 2012. 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 MERC's sole discretion.

ARTICLE III CONTRACT SUM AND TERMS OF PAYMENT

MERC shall compensate the CONTRACTOR for work performed and/or goods supplied as described in the Scope of Work. MERC 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 MERC 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 MERC, 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 MERC.

ARTICLE V TERMINATION

MERC 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. MERC shall not be liable for indirect, consequential damages or any other damages. Termination by MERC 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;

Request for bids (RFB 12-2095)

MERC CONTRACT NO. XXXXXX

- 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, MERC, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS on Commercial General Liability and Automobile policies.

CONTRACTOR shall provide to MERC 30 days notice of any material change or policy cancellation.

CONTRACTOR shall provide MERC with a Certificate of Insurance complying with this article upon return of the CONTRACTOR signed agreement to MERC. Certificate of Insurance shall identify the MERC 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. MERC 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 MERC 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

MERC 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

Request for bids (RFB 12-2095)

MERC CONTRACT NO. XXXXXX

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 MERC, 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 MERC, 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 MERC.

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 MERC, 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 MERC request, CONTRACTOR shall promptly provide MERC with an electronic version of all Work Products that have been produced or recorded in electronic media. MERC and CONTRACTOR agree that all work Products are works made for hire and Contractor hereby conveys, transfers, and grants to MERC 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.

Request for bids (RFB 12-2095)

MERC CONTRACT NO. XXXXXX

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 MERC prior to negotiating any subcontracts and CONTRACTOR shall obtain approval from MERC 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.

MERC 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

MERC shall have the right to withhold from payments due CONTRACTOR such sums as necessary, in MERC's sole opinion, to protect MERC 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, MERC 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 MERC.

If a liquidated damages provision is contained in the Scope of Work and if CONTRACTOR has, in MERC's opinion, violated that provision, MERC shall have the right to withhold from payments due CONTRACTOR such sums as shall satisfy that provision. All sums withheld by MERC under this Article shall become the property of MERC 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.

Request for bids (RFB 12-2095)

MERC CONTRACT NO. XXXXXX

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 MERC 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 MERC 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 XVI 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 XVII ASSIGNMENT

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

CONTRACTOR

METRO EXPOSITION RECREATION COMMISSION

By _____

By _____

Print Name _____

Print Name _____

Date _____

Date _____

Request for bids (RFB 12-2095)

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 XXXXXXXX AND XX/100TH 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 MERC's payments to Contractor shall equal the percentage of the work Contractor accomplished during the billing period. Contractor's billing invoices will include the MERC contract number, an itemized statement of work done and expenses incurred during the billing period, will not be submitted more frequently than once a month, and will be sent to Metro, Attention: Accounts Payable, 600 NE Grand Avenue, Portland, OR 97232-2736 or metroaccountspayable@oregonmetro.gov. Payment shall be made by MERC on a Net 30 day basis upon approval of Contractor invoice.