

Request for Proposals

**METRO**PEOPLE PLACES
OPEN SPACES

RFP 10-1538-SUS

Research and Analysis of The Intertwine: the regional network
of parks, trails and natural areas

Metro
Sustainability Center
600 N.E. Grand Avenue
Portland, OR 97232
(503) 797-1700

Project Manager
Janet Bebb
Principal Regional Planner
janet.bebb@oregonmetro.gov
Phone: 503-797-1876

Procurement Contact
Darin Matthews, Metro Procurement Officer
darin.matthews@oregonmetro.gov
Phone: 503-797-1626

Notice is hereby given that proposals for RFP 10-1538-SUS for: Research and Analysis of The Intertwine shall be received by Metro, 600 N.E. Grand Avenue, Portland OR 972327 until 4:00 p.m., November 13, 2009. It is the sole responsibility of the proposer to ensure that Metro receives the Proposal by the specified date and time. All late Proposals shall be rejected. PROPOSERS SHALL REVIEW ALL INSTRUCTIONS AND CONTRACT TERMS AND CONDITIONS.

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RESEARCH AND ANALYSIS OF THE INTERTWINE RFP10-1538-SUS

I. INTRODUCTION

The Sustainability Center of Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 NE Grand Avenue, Portland, OR 97232-2736, is requesting proposals for Research and Analysis of The Intertwine.

Proposals will be due no later than 4:00 p.m., November 13, 2009 in Metro's business offices at 600 NE Grand Avenue, Portland, OR 97232-2736



Metro and the Intertwine Alliance seek consultant services to research and analyze information about the region's parks, trails and natural areas. The Intertwine is an ever-growing network of integrated parks, trails and natural areas in the Portland metropolitan region that will one day be the world's greatest system of its kind. The purpose of this work is to enable Intertwine partners to think about these resources holistically as a system; to communicate with each other about the system; to describe the benefits of the system such as clean air and water for advocacy; and to base our vision for the future on accurate understanding of where we are today.

The emphasis of this project is to provide clear information that supports communication and advocacy for The Intertwine.

II. BACKGROUND

In May 2007, Metro Council President David Bragdon called regional community leaders together to create and nurture a world-class system of parks, trails and natural areas. Originally called "Connecting Green," this initiative has grown to an Alliance of many partners, whose mission is to communicate, advocate and realize this world-class system. The Intertwine provides unparalleled opportunities to preserve natural areas, parks, water and wildlife habitat. It reflects our region's passion for quality of life by encouraging recreation, connection to nature, and active transportation - like walking, running and biking. As our urban areas grow denser, The Intertwine will promote the health and happiness we, as citizens of the Pacific Northwest, so dearly value.



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There are five key focus areas to this effort and this RFP addresses the “Regional System” focus area. For the Regional System there is a need to understand the existing condition and determine what is needed for a world-class system. This work will provide the base information for a subsequent process to convene, agree on region-wide priorities, and build support to realize those priorities.

III. PROJECT SUMMARY

There are three main components to this project. The first is the documentation about The Intertwine as it exists today. This work, using existing and new information, includes mapping and data collection about parks, trails and natural areas in the Metro region and Clark County. The second component involves collecting and analyzing information about The Intertwine as a system: how has it developed, what are the benefits of the system, and what do people think about it? The final component reflects on what the future could be and establishes a Report Card to communicate growth of The Intertwine.

IV. PROJECT PARTNERS

This project will be collaborative with The Intertwine partners in the Metro region and Clark County. Data collection will rely on many park provider organizations and analysis of the information will be framed in discussion with partners.

In order to support this project an Intertwine Team will meet as needed to review information and advise on project direction. The Intertwine Team will include approximately eight key staff resource people from across the region with knowledge of parks, trails and natural areas.

Within Metro, a Resources Team will be available to provide data and to advise on how information should be formatted and stored.

Park directors from across the region will be contacted by the project manager during this project to help frame the discussion and to support the high level summary.

Note that while this scope does not include public meetings, the information will serve as the basis for public discussion over the next few years. The Intertwine Regional System Council, and Metro Regional System Core Team will take an active interest in the project.

V. THE CONSULTANT TEAM

The prime consultant should assemble an experienced, multi-disciplinary team that is committed to a creative, collaborative process. Team members should have skills in data collection and analysis, mapping, GIS, research, park planning, surveys, and report writing and graphics, along with demonstrated communication skills.

VI. PROJECT SCHEDULE AND REVIEWS

The consultant contract is anticipated to begin in November 2009 and follow the general schedule outlined below.

- | | |
|--------------------------|--------------------------|
| A. Work Plan | November 2009 |
| B. Availability of Parks | November – February 2010 |

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C. System Development	December - February 2009
D. Important to Visitors	November – December 2009
E. Values and Benefits of The Intertwine	January – March 2010
F. Options for the Future	February – March 2010
G. The Intertwine Report	April 2010
H. Support for the Executive Council	to be determined

Metro will manage the project and will have regular meetings with the project team. The Resources Team will help frame each product and bring Metro Data Resource Center information and format to the process. Major products will be reviewed by The Intertwine Team, regional partners, and Metro staff. Teams should plan on lively discourse and respond thoughtfully to all comments. Reviews will take approximately ten days.

VII. PROJECT BUDGET

Metro has allocated \$40,000 - 55,000 for this consultant contract. The final scope and fee for services will be determined during contract negotiations and as the scope of work is finalized.

VIII. PROPOSED SCOPE OF WORK

Metro is seeking proposals from qualified firms or individuals to perform the following services and deliver the following products. Please note that a clear project objective is to respect and strengthen communication with park partners as information is gathered and summarized.

1. Work Plan

Prepare a work plan that details the consultant team approach to the project. The work plan should include specific tasks, a description of research methodology, products, schedule, reviews and cost by task and discipline. The purpose of this task is to put the work in the team's own words; the level of detail required is above and beyond what is needed for the project proposal.

Timeframe: 2 weeks

*Meetings: 1 meeting with project manager and Resources Team
1 meeting with The Intertwine Team*

2. Current Availability of Parks, Trails and Natural Areas

Document the current status of parks, trails and natural areas for the Portland metropolitan region and Clark County including:

A. Land and Characteristics

Document acres of publically owned parks and natural areas, miles of regional paved trails and their locations. This will be an update of Metro's 2003 inventory and GIS layers; create an indexed reference map of The Intertwine with ownership and acres. Parks, trails and natural

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areas to be shapefiles in separate layers. Note this task does not include documentation of land that is privately owned.

B. Equity and Distribution

- Working with the data compiled by the Coalition for a Livable Future's Equity Atlas, document the distribution of parks, trails and natural areas across the region. Combine park and natural area GIS layers and evaluate. Determine the travel time and distance to an access point that provides an experience of nature for populations in the region, whether it's a based on a trail, park or natural area. Further document the distribution of large, regionally significant parks, over 40 acres, based on travel time. Correlate this information with population density now and projected in 30 years. Format the information to be compatible with Metro's data system.

Note that access points to parks are available but the region's natural areas access points are not currently documented. That information will be provided to the consultant team to incorporate into this analysis.

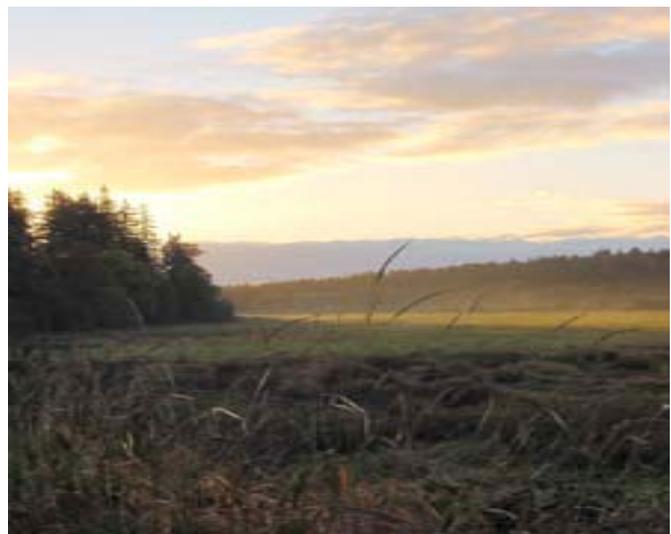
- Based on the analysis of access to an experience of nature, review and summarize the above distribution of parks, trails and natural areas in relationship to income and ethnic diversity.
- Map which parks and natural areas are connected via regional trails at a scale that is easy to read and understand.
- Based on information available at local park jurisdictions, document the location, percentage of parks and natural areas that are accessible for people with disabilities; document as shapefiles.

C. Park Providers Capacity

Develop and execute a survey to all park jurisdictions in the region so they can assess their staff capacity. Document the results in terms of skills and staff capacity for providing park, trails and natural resources services across the region. Include planning, project and construction management, property management, partnership building capacity, operations, natural resource restoration and management. Distinguish between in-house and contracted services.

Available Information:

Metro GIS data layers on parks, trails and natural areas, last updated in 2003 for publicly owned parks as provided by local government park providers.



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Accessibility information is generally available through each park jurisdiction.

Timeframe: 4 months

*Meetings: 2 meetings with Coalition for Livable Future on the Equity Atlas
1 meeting with group on accessibility of parks and trails
6 meetings with The Intertwine Team to gather and discuss data*

3. System Development: past 50 years and future 50 years
Metro is currently researching and documenting when and how The Intertwine has been acquired over the past fifty years. This information will be available by December 2009.
 - A. Looking to the future, review the 30 and 50 year population projections and describe the implications for open space land/population and distribution of parks, trails and natural areas. Population projections will be supplied by Metro.
 - B. Again based on Metro information, describe the 30 and 50 year transportation changes and the implications for parks, trail and natural areas distribution.
 - C. Summarize system development over the past 50 years and draw conclusions about what will be needed in the next 50 years.

Available Information:

Acquisition information from the past 50 years.

Population projections and transportation needs for the next 50 years.

Timeframe: 2 months

*Meetings: 2 meetings with The Intertwine Team
2 meetings with the Resources Team*

4. Values/Benefits of The Intertwine
Building on methodologies developed by the Trust for Public Land "Measuring the Economic Value of a City Park System," determine The Intertwine's impact on the following values. Determine for each park jurisdiction and compile into regional numbers.
 - A. Property value. Document the assessed property value of tax lots within 500' of a park or access point to trail or natural area.
 - B. Health value. Execute a statistically valid phone survey to determine active use of The Intertwine.
 - C. Reducing the cost of managing urban stormwater. Calculate the pervious/impervious surfaces within regional parks, trails and natural areas, as well as the amount of pervious surface for the region.
 - D. Removal of air pollution by vegetation. Determine the trees on The Intertwine, cross reference and coordinate with Portland Parks and Recreation Urban Forestry evaluation.

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Timeframe: 2 months
Meetings: 3 meetings with *The Intertwine Team*
2 meetings with the *Resources Team*

5. Options for the Future

Develop “strawman” approaches to regional land and staff capacity for The Intertwine. These scenarios will be used by Intertwine Regional System Council for discussion and as a point of departure. Coordinate with funding information developed by Metro to describe:

- Scenario 1 - Maintaining what we have. With no new land or facilities, what would this look like into the future in terms of parks/population, needed staff. How would you characterize the adequacy of this scenario?
- Scenario 2 - Meeting park jurisdictions’ vision. Analyze existing information on park jurisdictions’ master plans compiled by Metro and project how much land, funding and staff it will take to meet this standard of service.
- Scenario 3 – A World-class Network. Working with The Intertwine Team, define what it would mean for The Intertwine to be a world-class system. Include consideration of land, funding and staff.

Schedule: 2 months
Meetings: *The Intertwine Team* 3 meetings

6. Intertwine Report

Summarize the above information in an accurate, factually complete and attractively readable report and PowerPoint presentation. Combine with funding research (separate contract) and address The Intertwine vital statistics with candor. In consultation with park managers around the region, develop a format for a Report Card with key performance indicators for the system. Work with partners to make information available for park jurisdictions’ annual reports.

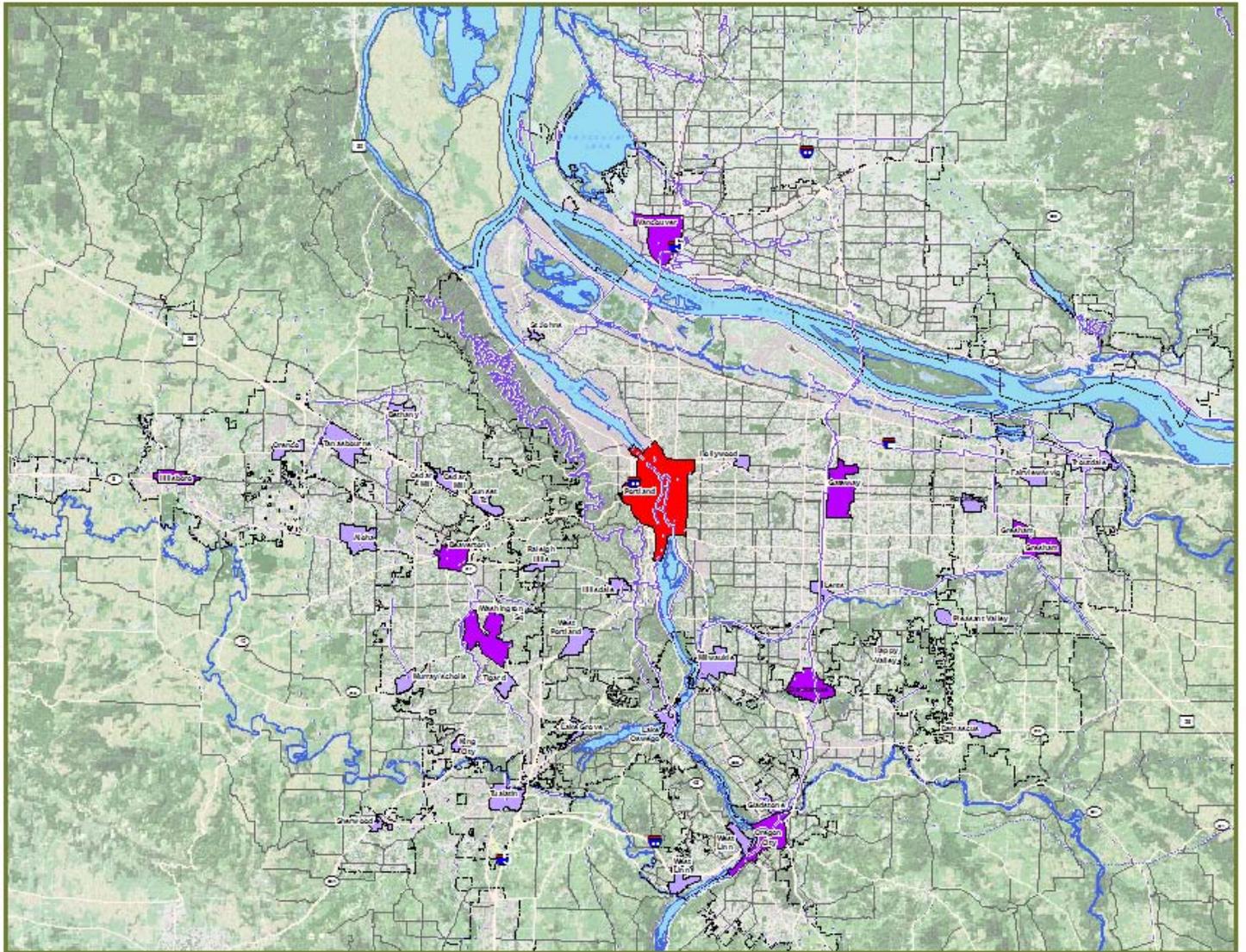
Provide all information in hard copy master and CD formats. All information is confidential and not for release except with Metro permission.

Existing Information: *Performance measures will be provided*
Timeframe: 6 weeks
Meetings: *The Intertwine Team (2)*
Presentations: *Park Directors (1), Metro Council (1), regional park staff and friends groups (6)*

7. Support for The Intertwine Regional Council on Regional Priorities

Provide information support to a 15-member Council that will meet approximately 6 times through Spring and Summer 2010, to determine funding, organizational and system priorities for The Intertwine. This group will rely primarily on the information generated by this scope of work. Additional information will be provided on a time and materials basis.

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The study area with regional and town centers.

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IX. PROJECT MANAGEMENT

The Intertwine partners will form a strong team to manage the development of this scope of work. Janet Bebb, Metro Principal Regional Planner, will manage the day-to-day effort for the contract. All work products are subject to the project manager's approval, as well as all invoices.

X. ADDITIONAL INFORMATION

The following information is available to assist teams in preparing responses to this request for proposals.

A. Alliance information

For information about The Intertwine visit theintertwine.org.

Excerpt from The Intertwine Alliance information:

WHAT IS THE INTERTWINE?

The Intertwine is an ever-growing network of integrated parks, trails and natural areas that will one day soon be the world's greatest system of its kind. The Intertwine provides unparalleled opportunities to preserve natural areas, open spaces, water and wildlife habitat.

It reflects our region's passion for quality of life by encouraging recreation, connection to nature, and active transportation - like walking, running and biking. As our urban areas grow denser, The Intertwine will promote the health and happiness we, as citizens of the Pacific Northwest, so dearly value.

STRUCTURED FOR SUCCESS

We believe that an ambitious, multi-dimensional vision such as The Intertwine can only be achieved when a broad coalition of strong and independent organizations mobilize behind a shared vision and strategy. So, we have created The Intertwine Alliance, a coalition of independent partner organizations working collaboratively.

THE INTERTWINE ALLIANCE

The Alliance exists to promote the growth of The Intertwine and to empower and enable the success of The Alliance's partners. The Intertwine Alliance provides collaborative branding, strategy, communications, advocacy, networking and programming on behalf of The Intertwine

B. Equity Atlas

This work, by the Coalition for Livable Future, is available to read at Metro. To set up an appointment call Janet Bebb, 503 797 1876. A link to features of the atlas or to order a copy is <http://www.equityatlas.org/>.

C. "Measuring the Economic Value of a Public Park System," Trust for Public Land

http://www.tpl.org/tier3_cd.cfm?content_item_id=22879&folder_id=3208

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XI. PROPOSAL INSTRUCTIONS

A. Pre-proposal Meeting

A non-mandatory pre-proposal meeting will be held 3:00 – 4:00, November 4, 2009 at

Metro, rooms 370A and B
600 NE Grand Avenue
Portland, OR 97232

B. Submission of Proposals

Six (6) copies of the proposal shall be furnished to Metro, addressed to:

Janet Bebb, Principal Regional Planner
Sustainability Center
Metro
600 NE Grand Avenue
Portland, OR 97232

The deadline for receipt of all proposals is **4:00 p.m., November 13, 2009.**

All questions regarding this proposal shall be submitted to Janet Bebb at (503) 797-1876, or Janet.Bebb@oregonmetro.gov. Metro will not respond to questions received after 4 p.m. November 9, 2009.

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. Any questions, which in the opinion of Metro, warrant a written reply or RFP amendment will be furnished to all parties receiving this RFP. Metro will not respond to questions received after the deadline.

D. Information Release

All Proposers are hereby advised that Metro may solicit and secure background information based upon the information, including references, provided in response to this RFP. By submission of a proposal all Proposers agree to such activity and release Metro from all claims arising from such activity. In Accordance with Oregon Public Records Law (ORS 192), proposals submitted will be considered part of the public record, except to the extent they are exempted from disclosure.

E. Minority, Women and Emerging Small Business Program

In the event that any subcontracts are to be utilized in the performance of this agreement, the Proposer's attention is directed to Metro Code provisions 2.04.100, which encourages the use of minority, women and emerging small businesses (MWESB) to the maximum extent practical. Copies of these MWESB requirements are available from the Metro Procurement Office, 600 NE Grand Avenue Portland, OR 97232, (503) 797-1816.

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XII. PROPOSAL CONTENTS

The proposal should describe 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. Cover sheet: Include organization name and contact information.

B. Transmittal Letter: An introductory letter should indicate that the team accepts all terms and conditions contained in the request for proposals and be signed by an authorized representative of the prime consultant firm. Include the name, title, address, and phone number of the individual preparing the response and the name of the contact for this RFP. Indicate that the proposal will be valid for ninety (90) days.



C. Project Approach (maximum 2 pages)
Provide a framework of how you would approach the work, including a work plan outline and schedule including anticipated project time line. The Work Plan will be further detailed after the consultant team is selected.

D. Staffing/Project Manager Designation (maximum 4 pages)
Metro intends to award this contract to a single firm to provide the services required. Proposals must identify a single person as project manager to work with Metro. Identify the project manager and all personnel that will be assigned to the project, their roles in relation to the work required, percent of their time on the project, and special qualifications they may bring to the project. Include resumes of individuals proposed for this contract. The consultant must assure responsibility for any subconsultant work and shall be responsible for the day-to-day direction and internal management of the consultant effort.

E. Experience and References (maximum 5 pages)
Indicate how your team meets the experience requirements listed in Section IV, above. Provide a list of projects conducted over the past five years which involved services similar to the services required here. For each of these other projects include references: the name of the customer contact person, his/her title, role on the project, e-mail, and telephone number. Identify persons on the proposed project team who worked on each of the other projects listed, and their respective roles.

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- F. Cost (one page)
Indicate the total estimated not-to-exceed cost, including requested expenses, based on the expected hours and billing rates. To facilitate evaluation, itemize the budget according to the major task headings in the scope of work. List hourly rates for personnel assigned to the project, total personnel expenditures, support services, and sub consultant fees (if any).
- G. Schedule (one page)
Submit a schedule describing task milestones and duration.

XIII. 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. Metro shall pay Contractor within 30 days of receipt of an approved 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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XIV. EVALUATION OF PROPOSALS

Proposals received that conform to the proposal instructions will be evaluated based on approach, experience, availability and cost. Interviews may be held with the finalists, prior to awarding the contract. Award will be made to the firm submitting the most advantageous proposal as solely determined by Metro.

Evaluation criteria will include the following:

Approach, outline workplan, schedule	30
• Communications with staff you would undertake	
• Time frame	
• Format of final deliverables	
• Exceptions or changes noted	
Staff & Experience	30
• Firm or staff experience with similar projects	
• Firm or staff experience with other public sector agencies	
Budget/Cost Proposal	20
• Overall cost of services	
Diversity in Employment Contracting	10
Presentation	10
• Document	
• Presentation to RFP committee (for finalists)	
Total	100

XV. APPEAL OF CONTRACT AWARD

Aggrieved proposers who wish to appeal the award of this contract must do so in writing within seven (7) days of issuance of the notice of intent to award by Metro. Appeals must be submitted to Darin Matthews, Procurement Officer, 600 NE Grand, Portland, Oregon 97232 and must state the specific deviation of rule or statute in the contract award. Metro will issue a written response to the appeal in a timely manner.

XVI. NOTICE TO ALL PROPOSERS -- STANDARD AGREEMENT

The attached personal services agreement is a standard agreement approved for use by the Office of Metro Attorney. This is the contract the successful Proposer will enter into with Metro; it is included for your review prior to submitting a proposal.

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Sample Contract

Contract # _____

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

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

1. Duration. This personal services agreement shall be effective _____ and shall remain in effect until and including _____, unless terminated or extended as provided in this Agreement.
2. Scope of Work. Contractor shall provide all services and materials specified in the attached "Exhibit A -- Scope of Work," which is incorporated into this Agreement by reference. All services and materials shall be provided by Contractor in accordance with the Scope of Work, in a competent and professional manner. To the extent that the Scope of Work contains additional contract provisions or waives any provision in the body of this Agreement, the Scope of Work shall control.
3. Payment. Metro shall pay Contractor for services performed and materials delivered in the amount(s), manner and at the time(s) specified in the Scope of Work for a maximum sum not to exceed _____ AND _____/100THS DOLLARS (\$ _____).
4. Insurance.
 - a. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:
 - (1) Broad form comprehensive general liability insurance covering bodily injury and property damage, with automatic coverage for premises, operations, and product liability, shall be a minimum of \$1,000,000 per occurrence. The policy must be endorsed with contractual liability coverage; and
 - (2) automobile bodily injury and property damage liability insurance coverage shall be a minimum of 1,000,000 per occurrence.
 - b. Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS. Notice of any material change or policy cancellation shall be provided to Metro 30 days prior to the change or cancellation.
 - c. Contractor, its subcontractors, if any, and all employers working under this Agreement that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. Contractor shall provide Metro with certification of Workers' Compensation insurance including employer's liability. If Contractor has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached, as Exhibit B, in lieu of the certificate showing current Workers' Compensation.
 - d. If required by the Scope of Work, Contractor shall maintain for the duration of this Agreement professional liability insurance covering personal injury and property damage arising from errors, omissions, or malpractice. Coverage shall be in the minimum amount of \$500,000. Contractor shall provide to Metro a certificate of this insurance, and 30 days' advance notice of material change or cancellation.
 - e. Contractor shall provide Metro with a Certificate of Insurance complying with this article, and naming Metro as an additional insured within fifteen (15) days of execution of this contract, or twenty-four (24) hours before services under this contract commence, whichever date is earlier.

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5. Indemnification. Contractor shall indemnify and hold Metro, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Agreement, or with any patent infringement or copyright claims arising out of the use of Contractor's designs or other materials by Metro and for any claims or disputes involving subcontractors.
6. Ownership of Documents and Maintenance of Records. Unless otherwise provided herein, all documents, instruments and media of any nature produced by Contractor pursuant to this agreement are Work Products and are the property of Metro, including but not limited to: drawings, specifications, reports, scientific or theoretical modeling, electronic media, computer software created or altered specifically for the purpose of completing the Scope of Work, works of art and photographs. Unless otherwise provided herein, upon Metro request, Contractor shall promptly provide Metro with an electronic version of all Work Products that have been produced or recorded in electronic media. Metro and Contractor agree that all work Products are works made for hire and Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such Work Products.
- a. Contractor and subcontractors shall maintain all fiscal records relating to such contracts in accordance with generally accepted accounting principles. In addition, Contractor and subcontractors shall maintain any other records necessary to clearly document:
- (1) The performance of the contractor, including but not limited to the contractor's compliance with contract plans and specifications, compliance with fair contracting and employment programs, compliance with Oregon law on the payment of wages and accelerated payment provisions; and compliance with any and all requirements imposed on the contractor or subcontractor under the terms of the contract or subcontract;
 - (2) Any claims arising from or relating to the performance of the contractor or subcontractor under a public contract;
 - (3) Any cost and pricing data relating to the contract; and
 - (4) Payments made to all suppliers and subcontractors.
- b. Contractor and subcontractors shall maintain records for the longer period of (a.) six years from the date of final completion of the contract to which the records relate or (b.) until the conclusion of any audit, controversy or litigation arising out of or related to the contract.
- c. Contractor and subcontractors shall make records available to Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor, within the boundaries of the Metro region, at reasonable times and places regardless of whether litigation has been filed on any claims. If the records are not made available within the boundaries of Metro, the Contractor or subcontractor agrees to bear all of the costs for Metro employees, and any necessary consultants hired by Metro, including but not limited to the costs of travel, per diem sums, salary, and any other expenses that Metro incurs, in sending its employees or consultants to examine, audit, inspect, and copy those records. If the Contractor elects to have such records outside these boundaries, the costs paid by the Contractor to Metro for inspection, auditing, examining and copying those records shall not be recoverable costs in any legal proceeding.
- d. Contractor and subcontractors authorize and permit Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor, to inspect, examine, copy and audit the books and records of Contractor or subcontractor, including tax returns, financial statements, other financial documents and any documents that may be placed in escrow according to any contract requirements. Metro shall keep any such documents confidential to the extent permitted by Oregon law, subject to the provisions of section E.
- e. Contractor and subcontractors agree to disclose the records requested by Metro and agree to the admission of such records as evidence in any proceeding between Metro and the Contractor or subcontractor, including, but not limited to, a court proceeding, arbitration, mediation or other alternative dispute resolution process.
- f. Contractor and subcontractors agree that in the event such records disclose that Metro is owed any sum of money or establish that any portion of any claim made against Metro is not warranted, the Contractor or subcontractor

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shall pay all costs incurred by Metro in conducting the audit and inspection. Such costs may be withheld from any sum that is due or that becomes due from Metro.

g. Failure of the Contractor or subcontractor to keep or disclose records as required by this document or any solicitation document may result in debarment as a bidder or proposer for future Metro contracts as provided in ORS 279B.130 and Metro Code Section 2.04.070(c), or may result in a finding that the Contractor or subcontractor is not a responsible bidder or proposer as provided in ORS 279B.110 and Metro Code Section 2.04.052.

7. Project Information. Contractor shall share all project information and fully cooperate with Metro, informing Metro of all aspects of the project including actual or potential problems or defects. Contractor shall abstain from releasing any information or project news without the prior and specific written approval of Metro.

8. Independent Contractor Status. Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall Contractor be considered an employee of Metro. Contractor shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work. Contractor is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement. Contractor shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to Metro.

9. Right to Withhold Payments. Metro shall have the right to withhold from payments due to Contractor such sums as necessary, in Metro's sole opinion, to protect Metro against any loss, damage, or claim which may result from Contractor's performance or failure to perform under this Agreement or the failure of Contractor to make proper payment to any suppliers or subcontractors.

10. State and Federal Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapters 279A, 279B and 279C, and the recycling provisions of ORS 279B.025 to the extent those provisions apply to this Agreement. All such provisions required to be included in this Agreement are incorporated herein by reference. Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations including those of the Americans with Disabilities Act.

11. Situs. The situs of this Agreement is Portland, Oregon. Any litigation over this agreement shall be governed by the laws of the State of Oregon and shall be conducted in the Circuit Court of the state of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

12. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by either party.

13. Termination. This Agreement may be terminated by mutual consent of the parties. In addition, Metro may terminate this Agreement by giving Contractor seven days prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Termination shall not excuse payment for expenses properly incurred prior to notice of termination, but neither party shall be liable for indirect or consequential damages arising from termination under this section.

14. No Waiver of Claims. The failure to enforce any provision of this Agreement shall not constitute a waiver by Metro of that or any other provision.



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

Request for Proposals

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.

By _____
Title _____
Date _____

METRO
By _____
Title _____
Date _____

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