



METRO

PEOPLE PLACES

OPEN SPACES

RFP 11-1759

Employee Benefit Consultant

Human Resources

600 N.E. Grand Avenue
PORTLAND, OR 97232
(503) 797-1700

Project Manager:

Jodi Wilson
Benefits Program Manager
(503) 797-1723
jodi.wilson@oregonmetro.gov

Procurement Analyst:

Sharon Stiffler
(503) 797-1613
sharon.stiffler@oregonmetro.gov

Notice is hereby given that proposals for RFP 11-1759 for: Employee Benefit Consultant shall be received by Metro, 600 N.E. Grand Avenue, Portland OR 972327 until 4:00 p.m., October 15, 2010. 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.

Request for Proposals

REQUEST FOR PROPOSALS METRO EMPLOYEE BENEFIT CONSULTANT FOR EMPLOYEE HEALTH AND WELFARE PLANS

I. INTRODUCTION

Metro is requesting proposals from qualified employee benefit consultants to provide consulting services and act as Metro's Agent of Record for its Employee Health and Welfare Plans. In order to assist with this year's marketing of plan options, the work will commence upon final selection and contract execution. Metro intends to award the contract on a commission fee basis for the remainder of the fiscal year. Effective July 1, 2011 the contract would be awarded on a consulting fee basis for a three-year period commencing July 1, 2011 with possible extensions of two one-year periods unless terminated or extended as provided in this agreement.

Sealed Proposals will be due on Friday, October 15, 2010 at 4 pm, PST at Metro Regional Center, located at 600 NE Grand Avenue, Portland, Oregon 97232-2736. Details concerning the project and proposal are contained in the document.

II. BACKGROUND/HISTORY OF PROJECT

Metro is the directly elected regional government that serves more than 1.3 million residents in Clackamas, Multnomah and Washington counties, and the 25 cities in the Portland metropolitan area.

Metro is governed by a [council president elected region wide and six councilors elected by district](#). Metro also has an [auditor](#) who is elected region wide. Metro has a variety of local functions and operations, including:

[Metropolitan Exposition Recreation Commission](#) (MERC) - Administers facilities including the Oregon Convention Center, Portland Expo Center, Arlene Schnitzer Concert Hall, Keller Auditorium and the Portland Center for the Performing Arts.

[Solid Waste & Recycling Department](#) – Operates two waste transfer stations and two household hazardous waste facilities.

[Oregon Zoo](#) – Includes environmental education includes field trips, classes and camps.

[Regional Transportation Plan](#) – Guides transportation investments in the region to reduce congestion, build sidewalks and bike facilities and improve freight access.

Regional Land use Planning – Manages the [Urban growth boundary](#) that delineates between urban and rural areas.

[Open spaces program](#) – Purchases natural areas, trails and greenways to be held for future use as parks, trails, and fish and wildlife habitat.

Additional information about Metro is available at <http://www.metro-region.org>

Request for Proposals

The Metro-sponsored employee benefit programs consists of a choice of four medical plans, two dental plans, vision, life, dependent life, accidental death and dismemberment, long-term disability insurance and an employee assistance program. Metro employees also participate in the Public Employees Retirement System (PERS). Eligible employees also have the option to participate in the 401(k) Employee Salary Savings Plan, the 457 Employee Salary Savings Plan and an IRC, 125 pre-tax medical expense reimbursement plan and an IRC 129 pre-tax dependent care reimbursement program.

The Metro sponsored benefit plan is offered to all .5 FTE or greater regular status employees who are non-represented, members of the American Federation of State, County and Municipal Employees (AFSCME) Locals 3580, or Laborers International Union (LIU) Local 483; and all full-time members of International Union of Operating Engineers (IUOE) Local 701 and (AFSCME) Locals 3580-1. Current number of benefit eligible employees is approximately 800. Metro offers retiree health benefits as required under ORS243.303.

Through the collective bargaining process, a Joint Labor-Management Committee (JLMC) for benefits has been established to review plan costs and administration, potential plan design changes, and may make recommendations regarding the Metro employee benefit plans. Most collective bargaining contract years are from July 1 through June 30.

III. QUALIFICATIONS/EXPERIENCE

Qualified firms shall as a minimum:

- Hold a current insurance license with the state of State of Oregon in good standing.
- Appointed with all major medical carriers in the State of Oregon.
- Have had at least five years recent experience providing employee benefit consulting to large group clients.
- Maintains an office and has local support staff in the Portland metropolitan area.

IV. Proposed Scope of Work

- Provide education to Metro Executive Management and JLMC to provide understanding of current rates and plan design and how to best position Metro in the market place for future benefit decisions. The topics shall include but not necessarily be limited to the following: current and potential health care drivers, trends, claims experience, renewal calculations and underwriting methodology.
- Develop a long term plan for sustainability of current benefit levels and premiums while complying with federal and state mandates.
- Implement and manage performance guarantees with contracted insurance carriers to ensure Metro receives the best value and service for their premium.
- Development of Wellness plan initiatives that will provide return on investment and impact the overall health of our employees.
- Evaluation of plan design, funding method, claims experience and renewal calculations to ensure most comprehensive and cost effective use of Metro's expenditures.
- Provide monthly claims reporting, compliance updates, and carrier communications.

Request for Proposals

- Provide underwriting analysis of annual renewal calculation.
- Represent Metro and its employee's interests in carrier claim resolutions, membership, and other service related
- As requested by Metro, prepare bid specifications and solicit proposals from insurance market. Comprehensively evaluate bidders based on rates, administration, coverage offered, claims payment procedures, customer service, provider networks, and financial stability and report to Director of Human Resources, Benefits Manager and JLMC.
- Provide semi annual and annual financial projections for Metro's budget decision-making process.
- Propose plan changes and provide projections and summary of benefits in accordance to Metro's objectives, values, and budget.
- Evaluate employee communication materials to ensure they are in compliance. Implement a communications strategy to ensure employees know their rights as participants, what benefits they have, and how to access their program.
- Attend monthly Joint Labor Management Committee meetings; prepare and present monthly education material as requested, and answer questions from Metro and JLMC.
- Provide specific information or research regarding existing, new or impending federal and state laws that may affect Metro's health and welfare plans.
- Assist with coordination of open enrollment, health fair and wellness committee. Consultants or staff may be requested to attend multiple open enrollment meetings at various off site locations in the Portland Metro area.
- Provide information or perform special studies on an ad hoc basis as requested by the Chief Operating Officer, Director of Human Resources, or Benefits Manager. Upon request by Metro, the Consultant will provide a written fee estimate, with a guaranteed maximum cost for any special study or project outside this Scope of Work. If approved by Metro, the consultant shall thereafter perform such special studies or projects at the written estimate price or such fee as may be negotiated by the parties.
- Provide Monthly statements for Consulting Service Fees. On Fiscal Year basis, the Consultant will provide to Metro a statement of fees and commissions received (if applicable) from each insurance carrier and provide a detailed explanation additional fees or variance.

V. PROPOSAL INSTRUCTIONS

A. Submission of Sealed Proposals

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

Metro
Attn: Sharon Stiffler
Procurement Services

Request for Proposals

600 NE Grand Avenue
Portland, OR 97232-2736

B. Deadline

Proposals will not be considered if received after 4 pm, Friday, October 15, 2010

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 the RFP will not be considered by Metro in evaluating the Proposal. All questions relating to this RFP should be addressed to Jodi Wilson at jodi.wilson@oregonmetro.gov. 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 4:00 p.m. Monday, October 11, 2010.

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.

Request for Proposals

VI. PROPOSAL QUESTIONNAIRE

The proposal should contain the following information in numerical order and please indicate the corresponding question number in your response:

1. Describe your firm's history, location or locations, and the date established.
2. The name, title, address, and phone number of the individual preparing the response and the name of the contact for this RFP.
3. What is your company's vision statement?
4. Please list the names of the service team that would be assigned to Metros account and describe the business experience and professional achievements of the service team members.
5. Provide a list of Oregon public sector employers for which you provided similar services to those contained within this Scope of Work within the past five years. Include the names, titles and phone numbers of appropriate contacts at these organizations who are able to discuss the details of the services your agency provides. Please also include two additional client references outside the public sector.
6. Describe how your firm complies with Sarbanes-Oxley?
7. How do you monitor insurance carrier solvency?
8. Please provide copy of current Errors and Omission coverage.
9. What size clients does your firm generally support?
10. What is your service philosophy?
11. If your firm is selected, how do you propose we transition the account?
12. Describe how your firm is taking a leadership role within the industry.
13. Describe your approach to supporting our programs throughout the plan year. Please provide a comprehensive list of services you will provide throughout the year, resources available and a sample client services calendar.
14. Describe your experience with difference types of funding mechanisms.
15. Do you provide actuarial services?
16. How do you manage carrier relationships?
17. Describe your local and national market leverage within the employee benefit market place?
18. Describe your process for negotiating renewals?
19. Does your firm offer clients the services of an on staff specialist in clinical or quality issues such as wellness, disease management or other related areas?

Request for Proposals

20. Describe your firm's ability to support increase the effectiveness of our established wellness program and to help us sustain these programs year after year.
21. Describe your firm's capabilities with regards to employee communications both written and web. Do you offer assistance with compliance related notifications? Employee Surveys?
22. What resources do you use for benchmarking?
23. What type of Legal or H/R Consulting services does your firm offer? Are there employer educational opportunities for clients?
24. In your opinion, what are the three major challenges an organization of our size and structure face and how will your firm help meet these challenges?
25. Describe a few innovative ideas you have for our program.
26. Present the proposed cost and the method of compensation. In order to assist with this year's marketing of plan options, the work will commence upon final selection and contract execution. Metro intends to award the contract on a commission fee basis for the remainder of the fiscal year. Effective July 1, 2011 the contract would be awarded on a consulting fee basis for a three-year period commencing July 1, 2011 with possible extensions of two one-year periods unless terminated or extended as provided in this agreement. Current commission averages approximately \$60,000 per year from all lines of coverage. In addition to stating your compensation, please indicate your firm's flexibility in this area.
27. Proposers should disclose and address the handling of all current and future 1) commissions on all lines of insurance, 2) fees, 3) contingency commissions and 4) any other remuneration that may arise from this contract, services provided under this contract or from insurers associated with this contract Metro does not anticipate any substantial changes in the types of insurance, exposures or limits of existing insurance policies. However, proposers should indicate if or what specific changes in lines, premiums or exposures would require reevaluation of the proposed compensation plan.
28. Provide any other information, which you feel, would assist Metro in the process of evaluating your proposal.

Any fee proposal should include a list of hourly rates for personnel assigned to the project, total personnel expenditures, support services, and sub consultant fees (if any). Requested expenses should also be listed. Any proposal requiring a fee may result in Benefits seeking review and approval from the Metro Council prior to entering into the proposed contract.

Request for Proposals

VII. 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. Transmittal Letter: Indicate who will be assigned to the project, who will be the project manager, their professional background, a statement that the proposal will be valid for ninety (90) days, and signature of authorized representative of the firm consultant or business.
- B. Project Approach: Please provide a framework of how you would approach the work. This will be further explored through interviews with the finalists. 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.
- C. Experience: Indicate how your firm meets the experience requirements listed in the RFP. Provide a list of projects conducted over the past three to five years which involved services similar to the services required here. For each of these other projects include the name of the customer contact person, his/her title, role on the project, and telephone number. Identify persons on the proposed project team who worked on each of the other projects listed, and their respective roles.
- D. Timeframe/Budget: Present the annual fee for services outlined in the proposal and additional fees on an hourly rate for personnel that may be assigned to any additional projects. This will be further explored through interviews with the finalists.
- E. Responses to specific questions as outlined in Section VI – PROPOSAL QUESTIONNAIRE. Please list the number of the question you are responding to next to the response.
- F. To facilitate evaluation of proposals, all responding firms will adhere to the format outlined within this RFP. Firms wishing to take exception to, or comment on, any specified criteria within this RFP are encouraged to document their concerns in this part of their proposal. Exceptions or comments should be succinct, thorough and organized.

Request for Proposals

VIII. GENERAL PROPOSAL/CONTRACT CONDITIONS

- A. Limitation and Award: This RFP does not commit Metro to the award of a contract, nor to pay any costs incurred in the preparation and submission of proposals in anticipation of a contract. Metro reserves the right to waive minor irregularities, accept or reject any or all proposals received as the result of this request, negotiate with all qualified sources, or to cancel all or part of this RFP.
- B. Billing Procedures: Proposers are informed that the billing procedures of the selected firm are subject to the review and prior approval of Metro before reimbursement of services can occur. Contractor's invoices shall include an itemized statement of the work done during the billing period, and will not be submitted more frequently than once a month. 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.

Request for Proposals

IX. EVALUATION OF PROPOSALS

A. Evaluation Procedure: Proposals received that conform to the proposal instructions will be evaluated. The evaluation will take place using the evaluation criteria identified in the following section. Interviews may be requested prior to final selection of one firm.

B. Evaluation Criteria: This section provides a description of the criteria that will be used in the evaluation of the proposals submitted to accomplish the work defined in the RFP.

20% Services Provided

20% Proposal Work Plan/Approach

20% Staff & Experience

20% References

20% Budget/Cost Proposal

100% Total

X. 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.

Request for Proposals

For Personal Service Agreements \$50,000 & Up

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) Commercial 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. 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 \$1,000,000. 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.

Request for Proposals

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

Request for Proposals

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 _____