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# Regional Brownfields Scoping Project

## RFP 12-2012

### **Metro Planning and Development Department**

600 NE Grand Avenue  
Portland, OR 97232  
503-797-1700

### **Project Manager**

Miranda Bateschell  
miranda.bateschell@oregonmetro.gov  
503-797-1817

### **Department Procurement Staff**

Sherrie Blackledge  
sherrie.blackledge@oregonmetro.gov  
503-797-1724

Notice is hereby given that proposals for RFP 12-2012 for Regional Brownfields Scoping Project shall be received by Metro, 600 NE Grand Avenue, Portland OR 97232 until 12:00 p.m. (noon) on **Monday, November 14, 2011**. It is the sole responsibility of the proposer to ensure that Metro receives the Proposal by the specified date and time. Proposals may be mailed, delivered, faxed or emailed. Proposers shall review all instructions and contract terms and condition.

# Request for Proposals - Informal (RFP No. 12-2012)

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## I. INTRODUCTION

The Planning and Development Department of Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 NE Grand Avenue, Portland, Oregon 97232-2736, is requesting proposals for Regional Brownfields Scoping Project. Proposals will be due as indicated on the RFP cover page.

Details concerning the project and proposal are contained in this document.

## II. BACKGROUND/HISTORY OF PROJECT

In order to meet the goals set forth in the 2040 Growth Concept, the region must make efficient use of available land within the urban growth boundary. Efforts to redevelop land in existing urbanized areas are often hampered by the existence of environmental contamination left by current or former land uses. These contaminated properties, or brownfields, are often more expensive to redevelop and/or have higher associated risks which discourage redevelopment. The result is that many brownfield sites fail to achieve their highest and best use and, instead, serve as barriers to economic development and the creation of vibrant communities.

Over the last five years Metro's Brownfield Recycling Program has made use of grants from the Environmental Protection Agency (EPA) to assess the nature and extent of petroleum-based contamination on small lots in the region. This experience has given Metro staff some insight into the EPA grant process and valuable experience in the steps necessary to assess and redevelop brownfields. However, the limited scope of this program has not allowed Metro staff to accurately assess the total number of brownfields, extent of contamination, or opportunity cost from idle brownfields in the region. The absence of an accurate description of the problem prevents the development of strategies that will successfully facilitate redevelopment.

Metro seeks expertise in 1) quantifying the extent of and opportunity cost from brownfields in the Portland metro area as well as the potential returns on investing in the redevelopment of these sites, and 2) identifying potential solutions to facilitate brownfield clean-up resulting in the efficient use of developable land within the UGB. Additionally, Metro seeks to increase interest in brownfield redevelopment by:

- Offering policy makers better information about brownfields and opportunities for redevelopment
- Enabling the Metro Council, other policy makers, and community leaders to craft a strategic, regional focus on brownfields
- Positioning local elected leaders to have more effective engagement with stakeholders regarding the opportunity costs associated with unaddressed brownfields

## III. PROPOSED SCOPE OF WORK/SCHEDULE

The scope of work, as outlined in the RFP, is preliminary. The final scope of services will be negotiated with the selected firm and modified as needed based on qualifications and proposed methodology. The project will begin in December 2011 and be completed by June 30, 2012. The scope of work will require 3-4 meetings with a Technical Review Team assembled to assist with this project, and may require 2-3 meetings with Metro's Technical Advisory Committee (MTAC), 2-3 meetings with Metro's Policy Advisory Committee (MPAC), and 3 meetings with the Metro Council.

The proposed approach, detailed below, utilizes site specific brownfield data from various districts (called study areas) and brownfield redevelopments to create generalized brownfield redevelopment site typologies. These resulting typologies and the database of brownfield information from the study areas can then be used to estimate the extent of brownfields in the region, and thus, the opportunity cost of the status quo, the costs to invest in these sites, and the potential redevelopment outcomes from applying the best practices and solutions. Proposers may propose modifications to this proposed scope of work or an alternative methodology in order to achieve the same outcomes and objectives.

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### **Coordinate with Metro's Research Center to utilize land use and redevelopment data:**

Metro's Research Center will be creating a redevelopment inventory in three to six district-level study areas, which will collect specific brownfield data that can be used to inform the scope of brownfields in the region.

The following tasks will be primarily conducted by the Research Center and the Technical Review Team for this project. However, the consultant may need to provide limited assistance on the following tasks related to building the regional inventory prototype:

- Outline and collect available brownfield data.
- Work with partner agencies such as DEQ and city staff to gather, utilize, and understand their available data.
- Conduct research to identify potential brownfield sites in the study areas.
- Input data into the database for selected study areas.
- Document the process for collecting and maintaining the inventory data for these study areas.
- Utilize the inventory prototype to estimate the resources (cost and time) needed to complete a region-wide brownfield inventory.

The redevelopment inventory for the study areas will be provided to the consultant for use in the estimation of the extent of the brownfields problem. Thus, the consultant is expected to work closely with the Research Center in order to:

- Utilize and understand the data in the inventory.
- Review and inform the database categories to ensure proper data is available to conduct the estimations described in the tasks for this project.
- Propose methods for, and/or collect data on, unknown, potential brownfield sites.

### **Task 1: Develop brownfield site redevelopment typologies: January - February**

#### **PRODUCTS:**

1. A technical memo documenting each case study with the supporting technical data
2. A visual illustration synthesizing the typologies, accompanied by a summary of the different typologies, for use in communication with project partners

#### ***TIMELINE: 4-6 weeks, complete by early February 2012***

- Refine list of data to collect on redevelopment projects (e.g. location, previous use, current use, brownfield contaminant type, cleanup costs, developer, partners, and sources of financing).
- Collect case studies of redeveloped brownfields in the metro region.
- Collaborate with Metro staff and the Technical Review Team for this project to identify at least 30 completed brownfield redevelopment projects to be used as case studies.

#### ***TIMELINE: 2 weeks, complete by end of February 2012, TAC meeting late February/early March***

- Analyze case studies in aggregate to create brownfield site typologies that represent the:
  - Most common types of brownfield sites
  - Range or spectrum of different brownfield redevelopment sites
  - Variation in the location of brownfield sites in the region's downtowns, main streets, station communities, corridors, and employment lands
  - Variation in brownfield size, previous land use, and kind and severity of contamination
- Calculate the typical range of costs and benefits related to the redevelopment of each brownfield typology
  - Include brownfield costs and overall development costs
  - Include financial, social and environmental benefits
- Document the typologies that are most likely to redevelop with existing policies, resources and market conditions, and those that are not
  - Identify the most significant factors that prevent sites from redeveloping in the current policy, resource, and market context

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- Meeting with Metro Technical Review Team to refine typologies

### **Task 2: Illustrate the need for brownfield restoration and development: January - April**

#### PRODUCTS:

1. Memo describing methodology
2. Report (including data, maps, charts, and figures) describing the scope of the brownfield problem in the region

#### ***TIMELINE: 4 weeks, complete by mid-February 2012***

- Identify existing barriers to brownfield redevelopment (e.g. policy or funding)
- Utilizing the study area inventories (created by the Research Center) and the redevelopment typologies, develop a methodology for estimating the extent of brownfields in the region (i.e. acreage, percentage of land, number of sites)
- Meeting with Metro Technical Review Team to refine list of barriers and methodology (at same meeting they review the typologies from Task 1)

#### ***TIMELINE: 4-6 weeks, mid- March - April 2012***

- Complete a statistical analysis, estimating the extent of the brownfield problem in the region.
  - Estimate the number/acreage of brownfields
  - Estimate the severity and type of contamination
  - Highlight the extent of the problem in the region's 2040 design types (centers, corridors, employment and industrial areas).
- Estimate the resources necessary to stimulate brownfield redevelopment
- Identify the opportunity cost and regional significance of the status quo
  - Include estimate of financial opportunity costs as well as social and environmental costs
- Outline the impact of the status quo to local communities and any specific populations / areas most impacted by brownfields; depict on maps, if applicable.
- Work with DRC/metro staff to identify any relationship that exists between brownfields and community indicators (e.g. the type or percentage of brownfield sites in relationship to neighborhood score, access to services, transit, sensitive populations, etc.); depict on maps, if applicable
- Meeting with Metro Technical Review Team to review, gather comments on initial report

### **Task 3: Outline a range of solutions and best practices that could be applied in the Metro region: February - April 2012**

#### PRODUCTS:

1. A report detailing the technical specifics of approaches or tactics that are likely to be successful in the Metro region.
  - Survey approaches / solutions that have been applied elsewhere and identify those approaches or tactics that have potential for success in the metro area. Research will not necessarily be limited to, but will include:
    - regional programs
    - statewide policies
    - incentive programs (legislated or independent)
    - different funding resources
    - inventories
    - environmental assessment work
    - cleanup
    - redevelopment
    - liability reduction
    - private market conditions (such as credit availability or cost cap insurance)
  - For each potential solution, outline:
    - the role it plays in brownfield redevelopment
    - what is needed to implement that solution

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- any variations / options in implementing that solution
- any trade-offs to implementing that solution (pros / cons)
- any synergies that solution has with other proposed solutions;
- and applicability in Oregon and the region (e.g. are there any political, legislative, structural, data constraints)
- Meeting with Metro Technical Review Team to review, gather comments on potential solutions (at same meeting they review the initial report from Task 2).
- Meetings with MPAC and Metro Council to review, gather comments on draft report of findings (extent/impacts of brownfields) and potential solutions.

### **Task 4: Outline results of implementing best practices in the region: May – June 30, 2012**

#### PRODUCTS:

1. An analysis and report on the impact of implementing the potential solutions to brownfield redevelopment.
2. Compile report components into a final report: research and analysis on typologies, scoping/extent, solutions and all technical data, maps, etc.
3. An executive summary and visual representation of findings for communication with Metro partners.
  - Calculate return on investment, risks and costs/resources from applying the most effective mix of best practices.
  - Prepare cost/benefit data that can be used in an effective engagement strategy to communicate the relationship between opportunity costs of not investing in brownfield redevelopment and the triple bottom line returns realized from the redevelopment of all, or a portion of, the brownfield sites through implementation of proposed strategies.
  - Provide actionable items/ best practices relevant to each of the different brownfield site typologies that can be applied by both policy makers and local jurisdiction staff or others.
  - Meeting with Metro Technical Review Team to review, gather comments on final report.
  - Meetings with MPAC, MTAC and Metro Council to release final report.

#### **IV. QUALIFICATIONS/EXPERIENCE**

Proposers shall demonstrate they have the ability to conduct the tasks described in the scope of work, giving examples of recent projects that illustrate experience and success doing similar work in a time and cost efficient manner. Proposers shall have the following experience (or expertise based on commensurate experiences):

1. Extensive knowledge of brownfield redevelopment.
2. Identifying and analyzing the feasibility and implications of local, regional and state strategies, specifically those that support brownfield redevelopment goals.
3. Extensive data and mapping analysis.
4. Economic analysis and forecasting to identify: potential public investments that can affect market conditions and redevelopment, costs and benefits of different investments or policy choices, triple bottom line benefits realized from redevelopment projects, and the scope of brownfield conditions in the region.
5. Experience calculating conventional return on investment and identifying, quantifying, and summarizing non-financial returns on investment.
6. Demonstrated knowledge of land use planning.
7. Ability to effectively communicate the findings of this study by preparing a written report, oral presentations to the Metro Council and regional leaders, and visual representations of key findings.
8. Be able to meet the deadlines outlined in the scope of work.
9. Ability to work with Metro staff and Technical Review Team.

#### **V. PROJECT ADMINISTRATION**

Miranda Bateschell is the project manager for Metro.

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## VI. PROPOSAL INSTRUCTIONS

### A. Submission of Proposals

Four (4) copies of the proposal may be mailed or hand-delivered to Metro, addressed to:  
Metro Planning & Development Department  
Attention: Miranda Bateschell, RFP No. 12-2012  
600 NE Grand Avenue  
Portland, OR 97232-2736

Proposals can also be faxed or emailed to the following:  
503-797-1930 Fax  
Miranda.bateschell@oregonmetro.gov

### B. Deadline

Proposals will not be considered if received after the date and time indicated on the RFP cover page.

### C. RFP as Basis for Proposals:

This Request for Proposals represents the most definitive statement Metro will make concerning the information upon which Proposals are to be based. Any verbal information which is not addressed in this RFP will not be considered by Metro in evaluating the Proposal. All questions relating to this RFP should be addressed to Miranda Bateschell at [Miranda.Bateschell@oregonmetro.gov](mailto:Miranda.Bateschell@oregonmetro.gov). Any questions, which in the opinion of Metro, warrant a written reply or RFP addendum will be furnished to all parties receiving this RFP. Metro may not respond to questions received after 3:00 p.m. on Monday, November 7, 2011.

### D. Information Release

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

### E. Minority, Women and Emerging Small Business Program

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

## VII. PROPOSAL CONTENTS

The proposal should contain no more than five (5) sheets of paper (10 pages printed front and back) of written material (excluding biographies, resumes and brochures, which may be included in an appendix), describing the ability of the consultant to perform the work requested, as outlined below. The proposal should be submitted on recyclable, double-sided recycled paper (post consumer content). No waxed page dividers or non-recyclable materials should be included in the proposal.

A. Transmittal Letter: Indicate who will be assigned to the project, who will be project manager, and that the proposal will be valid for ninety (90) days.

B. Approach/Project Work Plan: Describe how the work will be done within the given timeframe and budget. Include a proposed work plan and schedule.

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- C. Staffing/Project Manager Designation: Identify specific personnel assigned to major project tasks, their roles in relation to the work required, percent of their time on the project, and special qualifications they may bring to the project.

Metro intends to award this contract to a single firm to provide the services required. Proposals must identify a single person as project manager to work with Metro. The consultant must assure responsibility for any subconsultant work and shall be responsible for the day-to-day direction and internal management of the consultant effort.

- D. Experience: Indicate how your firm meets the experience requirements listed in section IV. of this RFP. List projects conducted over the past five years which involved services similar to the services required here. For each of these other projects, include the name of the customer contact person, his/her title, role on the project, and telephone number. Identify persons on the proposed project team who worked on each of the other projects listed, and their respective roles.
- E. Cost/Budget: Present the proposed cost of the project and the proposed method of compensation. List hourly rates for personnel assigned to the project, total personnel expenditures, support services, and subconsultant fees (if any). Requested expenses should also be listed. Metro has established a budget not to exceed **\$65,000** for this project.
- F. Diversity in Employment and Contracting:
- Work Force Diversity – Describe your work force demographics (number of employees, race and gender) and the measurable steps taken to ensure a diverse work force, including company policies and practices that promote the hiring and retention of women and ethnic minorities.
  - Diversity in Contracting – Describe your history of working with diverse firms, including any MWESB-certified firms. Describe a project for which you worked with minorities, women or emerging small businesses. Please provide the project name, method used to achieve participation – for example, joint ventures, subcontracts or purchase of equipment or supplies from a certified firm – and the dollar amount or percentage of the project budget expended on such participation.
  - Diversity of Firm – Describe the ownership of your firm and whether or not your firm is certified by the State of Oregon as an MBE, WBE or ESB. Provide certification number, if applicable.
- G. Exceptions to Standard Agreement and RFP: Carefully review the Standard Agreement attached hereto as Exhibit A and incorporated herein. This is the standard agreement that successful respondents to this RFP will be required to execute. RFP respondents wishing to propose any exceptions or alternative clauses to the agreement or to any specified criteria within this RFP must propose those exceptions or alternative clauses in their Proposal; Metro shall not be required to consider contract revisions proposed during contract negotiation and award. Proposed exceptions or alternative clauses should be accompanied by explanatory comments that are succinct, thorough and clear.

### VIII. GENERAL PROPOSAL/CONTRACT CONDITIONS

- A. Limitation and Award: This RFP does not commit Metro to the award of a contract, nor to pay any costs incurred in the preparation and submission of proposals in anticipation of a contract. Metro reserves the right to waive minor irregularities, accept or reject any or all proposals received as the result of this request, negotiate with all qualified sources, or to cancel all or part of this RFP.
- B. Billing Procedures: Proposers are informed that the billing procedures of the selected firm are subject to the review and prior approval of Metro before reimbursement of services can occur. Contractor's invoices shall include an itemized statement of the work done during the billing period, and will not be submitted more frequently than once a month. Payment shall be made by Metro on a Net 30 day basis upon approval of Contractor invoice.

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- C. Validity Period and Authority: The proposal shall be considered valid for a period of at least ninety (90) days and shall contain a statement to that effect. The proposal shall contain the name, title, address, and telephone number of an individual or individuals with authority to bind any company contacted during the period in which Metro is evaluating the proposal.
- D. Conflict of Interest. A Proposer filing a proposal thereby certifies that no officer, agent, or employee of Metro or Metro has a pecuniary interest in this proposal or has participated in contract negotiations on behalf of Metro; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer for the same call for proposals; the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.
- E. Equal Employment and Nondiscrimination Clause Metro and its contractors will not discriminate against any person(s), employee or applicant for employment based on race, color, religion, sex, national origin, age, marital status, familial status, gender identity, sexual orientation, disability for which a reasonable accommodation can be made, or any other status protected by law. Metro fully complies with Title VI of the Civil Rights Act of 1964 and related statutes and regulations in all programs and activities. For more information, or to obtain a Title VI Complaint Form, see [www.oregonmetro.gov](http://www.oregonmetro.gov).

## IX. EVALUATION OF PROPOSALS

- A. Evaluation Procedure: Proposals received that conform to the proposal instructions will be evaluated. The evaluation will take place using the evaluation criteria identified in the following section. Interviews may be requested prior to final selection of one firm. Award shall be made to the highest ranked Proposer based on the stated evaluation criteria. In the event negotiations are unsuccessful, Metro reserves the right to negotiate with the next highest ranked firms. Metro may, at its discretion, conduct interviews with the highest ranked proposers. These interviews, if scheduled, will take place on Tuesday, November 29, 2011.
- B. Evaluation Criteria: This section provides a description of the criteria which will be used in the evaluation of the proposals submitted to accomplish the work defined in the RFP.

		Percentage of Total Score
—	Project Work Plan/Approach	
	1. Demonstration of understanding of the project objectives	10
	2. Methodology	25
—	Project Staffing Experience	
	1. Brownfield redevelopment experience	10
	2. Data / statistical analysis experience	10
	3. Policy analysis experience	10
	Diversity in Employment and Contracting	
	1. Diversity in the workforce	5
	2. Diversity in contracting	5
	3. Diversity of firm	5
—	Budget/Cost Proposal	
	1. Projected cost/benefit of proposed work plan/approach	10
	2. Commitment to budget and schedule parameters	10
		100%

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### X. NOTICE TO ALL PROPOSERS -- STANDARD AGREEMENT

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

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## Personal Services Agreement



**Metro**

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

### For Personal Service Agreements \$50,000 & Up

Metro Contract No. XXXXXX

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

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

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

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

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

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

(a) The most recently approved ISO (Insurance Services Office) Commercial General Liability policy, or its equivalent, written on an occurrence basis, with limits not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. The policy will include coverage for bodily injury, property damage, personal injury, contractual liability, premises and products/completed operations. Contractor's coverage will be primary as respects Metro;

(b) Automobile insurance with coverage for bodily injury and property damage and with limits not less than minimum of \$1,000,000 per occurrence;

(c) Workers' Compensation insurance meeting Oregon statutory requirements including Employer's Liability with limits not less than \$500,000 per accident or disease; and

(d) If required by the Scope of Work, Professional Liability Insurance, with limits of not less than \$1,000,000 per occurrence, covering personal injury and property damage arising from errors, omissions or malpractice.

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

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

Contractor shall provide Metro with a Certificate of Insurance complying with this article upon return of the Contractor signed agreement to Metro.

5. Indemnification. Contractor shall indemnify and hold Metro, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Agreement, or with any patent infringement or copyright claims arising out of the use of Contractor's designs or other materials by Metro and for any claims or disputes involving subcontractors.

6. Ownership of Documents and Maintenance of Records. Unless otherwise provided herein, all documents, instruments and media of any nature produced by Contractor pursuant to this agreement are Work Products and are the property of Metro, including but not limited to: drawings, specifications, reports, scientific or theoretical modeling, electronic media, computer software created or altered specifically for the purpose of completing the Scope of Work,

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## Personal Services Agreement



**Metro**

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

- a. Contractor and subcontractors shall maintain all fiscal records relating to such contracts in accordance with generally accepted accounting principles. In addition, Contractor and subcontractors shall maintain any other records necessary to clearly document:
  - (1) The performance of the contractor, including but not limited to the contractor's compliance with contract plans and specifications, compliance with fair contracting and employment programs, compliance with Oregon law on the payment of wages and accelerated payment provisions; and compliance with any and all requirements imposed on the contractor or subcontractor under the terms of the contract or subcontract;
  - (2) Any claims arising from or relating to the performance of the contractor or subcontractor under a public contract;
  - (3) Any cost and pricing data relating to the contract; and
  - (4) Payments made to all suppliers and subcontractors.
- b. Contractor and subcontractors shall maintain records for the longer period of (a.) six years from the date of final completion of the contract to which the records relate or (b.) until the conclusion of any audit, controversy or litigation arising out of or related to the contract.
- c. Contractor and subcontractors shall make records available to Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor, within the boundaries of the Metro region, at reasonable times and places regardless of whether litigation has been filed on any claims. If the records are not made available within the boundaries of Metro, the Contractor or subcontractor agrees to bear all of the costs for Metro employees, and any necessary consultants hired by Metro, including but not limited to the costs of travel, per diem sums, salary, and any other expenses that Metro incurs, in sending its employees or consultants to examine, audit, inspect, and copy those records. If the Contractor elects to have such records outside these boundaries, the costs paid by the Contractor to Metro for inspection, auditing, examining and copying those records shall not be recoverable costs in any legal proceeding.
- d. Contractor and subcontractors authorize and permit Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor, to inspect, examine, copy and audit the books and records of Contractor or subcontractor, including tax returns, financial statements, other financial documents and any documents that may be placed in escrow according to any contract requirements. Metro shall keep any such documents confidential to the extent permitted by Oregon law, subject to the provisions of section E.
- e. Contractor and subcontractors agree to disclose the records requested by Metro and agree to the admission of such records as evidence in any proceeding between Metro and the Contractor or subcontractor, including, but not limited to, a court proceeding, arbitration, mediation or other alternative dispute resolution process.
- f. Contractor and subcontractors agree that in the event such records disclose that Metro is owed any sum of money or establish that any portion of any claim made against Metro is not warranted, the Contractor or subcontractor shall pay all costs incurred by Metro in conducting the audit and inspection. Such costs may be withheld from any sum that is due or that becomes due from Metro.
- g. Failure of the Contractor or subcontractor to keep or disclose records as required by this document or any solicitation document may result in debarment as a bidder or proposer for future Metro contracts as provided in ORS 279B.130 and Metro Code Section 2.04.070(c), or may result in a finding that the Contractor or subcontractor is not a responsible bidder or proposer as provided in ORS 279B.110 and Metro Code Section 2.04.052.

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## Personal Services Agreement



**Metro**

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

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

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

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

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

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

12. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by either party without Metro's written consent.

13. Termination. This Agreement may be terminated by mutual consent of the parties. In addition, Metro may terminate this Agreement by giving Contractor seven (7) days prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Termination shall not excuse payment for expenses properly incurred prior to notice of termination, but neither party shall be liable for indirect or consequential damages arising from termination under this section.

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

15. Modification. Notwithstanding and succeeding any and all prior agreement(s) or practice(s), this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing(s), signed by both parties.

CONTRACTOR

METRO

By \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

# Request for Proposals - Informal (RFP No. 12-2012)

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

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Metro Contract No. XXXXXX

**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/100<sup>TH</sup> 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 Metro's payments to Contractor shall equal the percentage of the work Contractor accomplished during the billing period. Contractor's billing invoices will include 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. Payment shall be made by Metro on a Net 30 day basis upon approval of Contractor invoice.