



Sign design and fabrication professional services

RFP 13-2306

Metro Communications Department

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

Project Manager

Elizabeth Goetzinger
elizabeth.goetzinger@oregonmetro.gov
503-797-1523

Procurement Analyst

Sharon Stiffler, CPPB
Sharon.stiffler@oregonmetro.gov
503-797-1613

Notice is hereby given that proposals for RFP 13-2306 for Sign design and fabrication professional services shall be received by Metro, 600 NE Grand Avenue, Portland OR 97232 until close of business on February 15, 2013. 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 condition.



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Portland, OR 97232-2736
503-797-1700

Request for Proposals (RFP 13-2306)

I. INTRODUCTION

The Communications 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, OR 97232-2736, is requesting proposals for sign design and fabrication professional services. 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

Voters have asked Metro to help with the challenges and opportunities that affect the 25 cities and three counties in the Portland Metropolitan area. A regional approach simply makes sense when it comes to providing services, operating venues and making decisions about how the region grows. Metro works with communities to support a resilient economy, keep nature close by and respond to a changing climate. Together we're making a great place, now and for generations to come.

Metro operates two transfer station facilities – Central in northwest Portland and South in Oregon City. Each site accepts trash, organics and recyclables from the public, businesses and commercial waste haulers. Hazardous waste facilities are located within the sites and provide safe disposal of unwanted household hazardous waste.

Additionally, Metro maintains a regional system of natural areas, parks, boating facilities, trails and greenways including Oxbow Regional Park, Blue Lake Park, Chinook Landing Marine Park and M. James Gleason Memorial Boat Ramp.

Wayfinding, information and interpretive signs are an integral part of the visitor experience and safety at these facilities and sign design and fabrication is needed on an ongoing basis for a variety of projects.

III. PROPOSED SCOPE OF WORK/SCHEDULE

Metro is seeking proposals from qualified firms to perform the following services and to deliver the products described below. Successful proposers will be required to execute a Personal Services Agreement (“PSA”) in the form attached hereto as Exhibit A pages 9 through 14.

- Provide ongoing sign design for facilities as needed using agency provided files and guidelines to determine order specifications.
- Prepare design digital files for production and fabrication.
- Provide ongoing fabrication of signs using agency provided files.
- Fabricate sign mounts and display components as needed.
- Consult on material choices, design and other specifications.

Services will be provided on an as-needed basis beginning February 2013 and ending December 2014. One or two-year extensions may be negotiated between Metro staff and qualified vendors depending on future needs. Metro reserves the right to award additional contracts from this RFP to qualified vendors during the above stated term.



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Metro intends to award contracts to multiple firms, however, reserves the right to award a single contract for services based on the quality of proposals received. Awarded firms, consultants and specialists are not guaranteed to receive any certain number or value of assignments. Estimated contract award amounts will vary from \$50,000 to \$150,000 per contract term depending on need.

IV. QUALIFICATIONS/EXPERIENCE

Proposers shall have the following qualifications and experience:

- A. Firms selected must demonstrate at least 5 years experience in one or more for the following areas:
 - Successful design, layout and final design production of signs.
 - Successful fabrication and production of signs including the ability to fabricate signs as outlined in Exhibit B of this RFP. Expertise must include experience working with one or more of the following materials: aluminum, steel, Medex, Dibond, acrylic and banner materials.
- B. Contractor must assign a single staff person as project manager to work with Metro. This person is responsible for assuring that the fabrication services provided as outlined in this RFP are performed properly. Such person(s) shall consult with Metro staff to resolve performance problems. It is the expectation that such qualified persons would be courteous and responsive to calls and e-mail within twenty-four business hours. The Contractor should be proactive in maintaining the project schedule. Contractor assumes responsibility for any consultant or subconsultant work, or contractor and subcontractor work.
- C. Contractor must demonstrate that it has established quality assurance and control policies and procedures to ensure quality design and fabrication services.
- D. Metro staff looks to the Contractor as experts in sign materials and fabrication. It is the expectation that the Contractor's staff will be proactive during projects to advise Metro staff on potential alternatives to materials resulting in a more sustainable product or process and technical issues that will affect the outcome of the project.

V. PROJECT ADMINISTRATION

Elizabeth Goetzinger, Metro's project manager, will administer the project. Proposer shall indicate one point of contact for the resulting contract.

VI. PROPOSAL INSTRUCTIONS

- A. Submission of Sealed Proposals

Two (2) paper copies and one (1) electronic version of the proposal shall be furnished to Metro in a sealed envelope, addressed to:
Metro Procurement Services
Attn: Sharon Stiffler RFP 13-2306
600 NE Grand Avenue
Portland, OR 97232-2736
- B. Deadline: Proposals will not be considered if received after the date and time indicated on the RFP cover page.



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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 sharon.stiffler@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 will not respond to questions received after 3:00 pm on February 11, 2013.

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 Services, 600 NE Grand Avenue Portland, OR 97232, 503-797-1648.

F. Pre-Proposal Conference

A voluntary pre-proposal conference will be held at Metro Regional Center, Room 501, 600 NE Grand Ave., Portland, OR, 97232 on January 31, 2013 at 10:30 a.m. Interested proposers are encouraged to attend the conference in order to gain information about the RFP requirements.

VII. PROPOSAL CONTENTS

The proposal should contain no more than thirteen (13) pages 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, folders, binders or non-recyclable materials should be included in the proposal.

A. Transmittal Letter: no more than one (1) page. Provide the following information:

- Account manager assigned
- Company name and address
- Phone, website and email
- State certification number, if any, as a minority-owned, women-owned disadvantaged or emerging small business.
- State that the proposal is valid for ninety (90) days



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B. Qualifications/Experience: no more than three (3) pages

1. Explain the services your firm provides. Does your firm provide both design and fabrication services? Is there a specific type of sign or fabrication process you firm specializes?
2. Indicate how your firm meets the experience requirements listed in Section IV of this RFP.
3. What staff, processes and systems does your firm have in place to meet quality assurance quality control and customer service expectations listed in Section IV of this RFP?
4. Metro would like to consider alternate materials or the re-use of existing materials in the fabrication of signs that results in cost savings or represents a more environmentally-friendly or sustainable product. Specific benefits include the reduction of biaccumulative and toxic chemicals in the production of raw materials used for signs or in the fabrication process; recycled content or the ability to be recycled locally, reuse of existing materials, avoiding disposal; and product longevity and reduction of long-term maintenance expenses. Provide information on materials or processes you recommend or have used on a project. If a project is referenced, it must also be provided as one of the samples of work (see below).

C. Samples of work: no more than three (3) pages plus work samples

Provide previous work examples that demonstrate how proposer meets the experience requirements listed in Section IV. Submit three (3) projects conducted over the past three (3) years that involved services similar to the services required.

For each example provide the following on a single page coversheet no more than one (1) page:

- Describe the scope and goals of the project and how success was measured.
- Clearly define your firm's role in the project and how, if applicable, you worked with other contractors.
- Provide a reference for the project – client's name, title, role on the project, email address and telephone number.
- Attach relevant work samples or a visual representation of the work such as a printed page of signs installed on site. Samples can be provided on a USB drive, CD or DVD.

D. Cost/Pricing: no more than one (1) page plus cost estimates for Exhibit B

1. For sign design and layout services provide hourly rates for:
 - (a) design using agency provided art direction
 - (b) design production using agency provided design templates and art direction
2. Estimates provided per project details. See Exhibit B for projects to provide pricing.



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E. Diversity in Employment and Contracting: no more than two (2) pages

- 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.

F. Sustainable Business Practices: no more than two (2) pages

- Environment: Describe your business practices to reduce environmental impacts of your operations. This may include energy efficiency, use of non-toxic products, alternative fuel vehicles, waste prevention and recycling, water conservation, green building practices, etc.
- Economy: Describe your support of local businesses and markets within the Portland Metro region. Include what steps your company has taken in the past to support local businesses, and what steps would be taken if selected for this project.
- Community: Describe the employee compensation structure of your organization. Include wage scales for employees, including trainee, probationary, entry level, journey level, and supervisory. Also include policies regarding annual cost of living adjustments (COLA) to employee wages. Details of the healthcare program (including, medical, dental, prescriptions, preventive care, etc.) as well as out of pocket and deductibles, and employee contributions for themselves and family members. All other employee benefits are to be including, such as vacation, sick leave, pension, disability insurance, profit sharing, childcare, health memberships, company vehicle, public transportation, etc.

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.



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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 the Metro contract number, an itemized statement of the work done during the billing period, and will not be submitted more frequently than once a month. Payment shall be made by Metro on a Net 30 day basis upon approval of Contractor invoice.
- C. Validity Period and Authority: The proposal shall be considered valid for a period of at least ninety (90) days and shall contain a statement to that effect. The proposal shall contain the name, title, address, and telephone number of an individual or individuals with authority to bind any company contacted during the period in which Metro is evaluating the proposal.
- D. Conflict of Interest. A Proposer filing a proposal thereby certifies that no officer, agent, or employee of Metro or Metro has a pecuniary interest in this proposal or has participated in contract negotiations on behalf of Metro; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer for the same call for proposals; the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.
- E. Equal Employment and Nondiscrimination Clause Metro and its contractors will not discriminate against any person(s), employee or applicant for employment based on race, color, religion, sex, national origin, age, marital status, familial status, gender identity, sexual orientation, disability for which a reasonable accommodation can be made, or any other status protected by law. Metro fully complies with Title VI of the Civil Rights Act of 1964 and related statutes and regulations in all programs and activities. For more information, or to obtain a Title VI Complaint Form, see www.oregonmetro.gov.
- F. Intergovernmental Cooperative Agreement Pursuant to ORS 279A and the Metro public contract code, Metro participates in an Intergovernmental Cooperative Purchasing program by which other public agencies shall have the ability to purchase the goods and services under the terms and conditions of this awarded contract. Any such purchases shall be between the Contractor and the participating public agency and shall not impact the Contractor's obligation to Metro under this agreement. Any estimated purchase volumes listed herein do not include volumes for other public agencies, and Metro makes no guarantee as to their participation in any purchase. Any proposer may decline to extend the prices and terms of this solicitation to any or all other public agencies upon execution of this contract. Unless the proposer specifically declines to participate in the program by indicating this in their transmittal letter, the proposer agrees to participate in the Intergovernmental Cooperative Purchasing program.



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IX. EVALUATION OF PROPOSALS

A. Evaluation Procedure: Proposals received that conform to the proposal instructions will be evaluated. The evaluation will take place using the evaluation criteria identified in the following section. Interviews may be requested prior to final selection of firm(s). Award will be made to the highest ranked Proposer according to the evaluation criteria. If contract negotiations are unsuccessful with the highest ranked firm, Metro reserves the right to enter into negotiations with the next highest ranked Proposer.

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

	Percentage of Total Score
1. Demonstration of understanding of the Metro's mission and work	10%
2. Qualifications/Experience	25
4. Samples of work	25
5. Cost/Pricing	20
6. Work Force Diversity, Diversity in Contracting, Diversity of Firm	10
7. Sustainable Business Practices: Environment, Economy, Community	10
	100%

X. 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 Metro Procurement Officer, 600 NE Grand Ave., 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.

XI. 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 before making a final determination regarding the issuance of the Notice of Intent to Award the agreement rising 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 Service Agreement over \$50,000

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 January 2013 and shall remain in effect until and including December 2014 unless terminated or extended as provided in this Agreement. This agreement may be renewed or extended in writing for one additional two-year period at Metro's sole discretion.

2. Scope of Work/As-Needed Basis. On an as-needed basis and upon written request from Metro as specified in Section 3 below, Contractor shall provide some or all of the services specified in "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.

3. Work Orders. During the term of this Agreement Metro may provide Contractor with written requests for estimates for specific assignments pursuant to this Agreement on an as-needed basis ("Work Order Request"). The Work Order Request will include a detailed description of the services to be provided, products produced, specifications and a time period in which to complete the services requested. After receiving a Work Order Request, Contractor shall provide Metro staff with a written, "not-to-exceed" Proposal including all cost and fees to complete the specified work. Contractor may not proceed with any work until a written Work Order has been provided by Metro to Contractor setting forth the specifics of the work to be produced and "not to exceed" amount to be charged by Contractor.

4. Payment. Metro shall pay Contractor for services performed and materials delivered in the amount(s), manner and at the time(s) specified in the Work Orders. Payment shall be made by Metro on a Net 30 day basis upon approval of Contractor invoice.

5. 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

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. Certificate of Insurance shall identify the Metro contract number.



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6. 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 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.

7. 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



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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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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



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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.

15. 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.

16. 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. Metro may approve changes and modifications to the original contract, including deletions of work, order of additional materials, and additional services reasonably related to the original work scope. Contractor may propose changes in the work that Contractor believes are necessary, will result in higher quality work, improve safety, decrease the amount of the contract, or otherwise result in a better or more efficient work product. If such changes are approved by

Metro, they shall be executed by written contract amendment signed by both parties. Such changes shall not relieve Contractor of any obligation or warranty under the contract. No oral statements by either party shall modify or affect the terms of the contract.

17. Severability. The parties agree that any provision of this Contract that is held to be illegal, invalid, or unenforceable under present or future laws shall be fully severable. The parties further agree that this Contract shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never been a part of them and the remaining provisions of the Contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Contract. Furthermore, a provision as similar to the illegal, invalid, or unenforceable provision as is possible and legal, valid and enforceable shall be automatically added to this Contract in lieu of the illegal, invalid, or unenforceable provision. Any failure by METRO to enforce a provision of the Contract is not to be construed as a waiver by METRO of this right to do so.

18. Counterparts. This Contract may be executed in counterparts or multiples, any one of which will have the full force of an original.

19. Delivery of Notices. Any notice, request, demand, instruction, or any other communications to be given to any party hereunder shall be in writing, sent by registered or certified mail or fax as follows:

To Contractor: Contractor Contact
Firm Name
Address
City State Zip
XXX-XXX-XXXX fax

To Metro: Project Manager Name
Metro
600 NE Grand Ave
Portland, Oregon 97232
503-XXX-XXXX fax



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20. **Intergovernmental Cooperative Agreement:** Pursuant to ORS 279A and the Metro contract code, Metro participates in an Intergovernmental Cooperative Purchasing program by which other public agencies shall have the ability to purchase the goods and services under the terms and conditions of this awarded contract. Any such purchases shall be between the Contractor and the participating public agency and shall not impact the Contractor's obligation to Metro under this agreement. Any estimated purchase volumes listed herein do not include volumes for other public agencies, and Metro makes no guarantee as to their participation in any purchase. Any Contractor may decline to extend the prices and terms of this solicitation to any or all other public agencies upon execution of this contract. Unless the Contractor specifically declines to participate in the program by marking the box below, the Contractor agrees to participate in the Intergovernmental Cooperative Purchasing program. **Contractor declines to participate in the Intergovernmental Cooperative Purchasing program as indicated by the following initials _____.**

CONTRACTOR

METRO

By _____

By _____

Print Name _____

Print Name _____

Date _____

Date _____

SAMPLE

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1. Purpose and Goal of Work

Contractor shall provide Metro staff with sign and display fabrication services. Specific work shall be detailed in a Work Order and mutually agreed to in writing.

2. Description of the Scope of Work

- Provide ongoing sign design for facilities as needed using agency provided files and guidelines to determine order specifications.
- Prepare design digital files for production and fabrication.
- Provide ongoing fabrication of signs using agency provided files.
- Fabricate sign mounts and display components as needed.
- Consult on material choices, design and other specifications.

3. Payment and Billing

Contractor shall perform the above work for a maximum price not to exceed XXXXXXX AND XX/100TH DOLLARS (\$XXXXXX.XX).

INCLUDE HOURLY RATES OR TASK BASED PAYMENTS IF APPLICABLE

The maximum price includes all fees, costs and expenses of whatever nature. Each of Metro's payments to Contractor shall equal the percentage of the work Contractor accomplished during the billing period. Contractor's billing invoices shall include the Metro contract number, Contractor name, remittance address, invoice date, invoice number, invoice amount, tax amount (if applicable), and an itemized statement of work performed and expenses incurred during the billing period, and will not be submitted more frequently than once a month. Contractor's billing invoices shall be sent to Metro Accounts Payable, 600 NE Grand Avenue, Portland, OR 97232-2736 or metroaccountspayable@oregonmetro.gov. The Metro contract number shall be referenced in the email subject line. Contractor's billing invoices for services through June 30 shall be submitted to Metro by July 15. Payment shall be made by Metro on a Net 30 day basis upon approval of Contractor invoice.

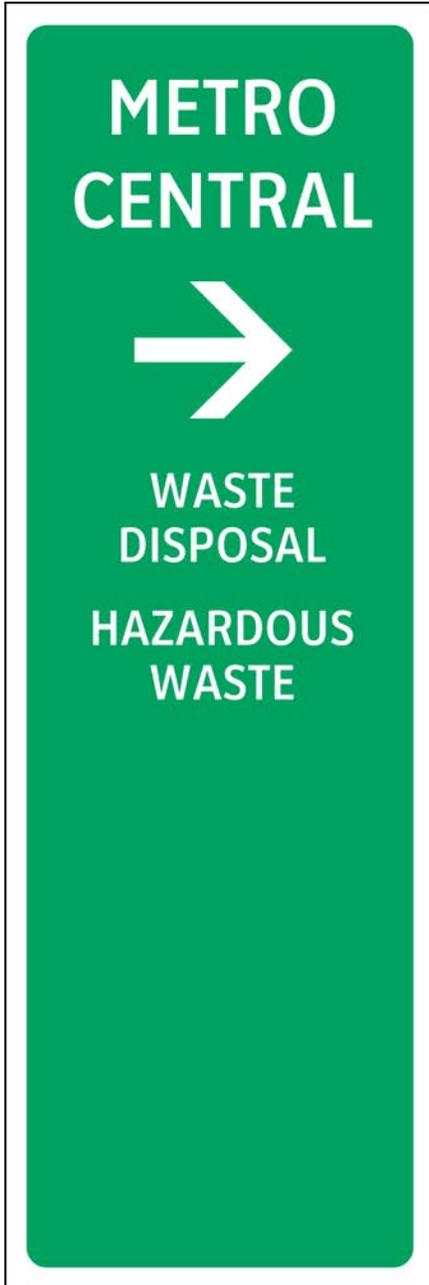
Request for Proposals (RFP 13-2306)

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

Exhibit B | Pricing estimate 1

Transfer station sign panel 24 x 70

Provide pricing for fabrication of the following sign



- A.** 24 x 70"
1/8" Aluminum
Painted to match Pantone 347
Vendor to recommend paint _____
Reflective white 3M Scotchcal series 220 vinyl
Drill holes each of four corners and center left and right.

\$ _____ \$ _____ \$ _____
quantity 1 quantity 5 quantity 10

- B.** Specifications as above, Vendor to recommend material

\$ _____ \$ _____ \$ _____
quantity 1 quantity 5 quantity 10



Request for Proposals (RFP 13-2306)

Exhibit B | Pricing estimate 2

Natural areas entrance sign

Provide pricing for fabrication of the following sign.

24 x 36"

1/8" Aluminum

Painted sign panel

Vendor to recommend paint type _____

To match Pantone 574C

Antique white 3M Scotchcal series 220 vinyl lettering

See sign mount detail drawing.

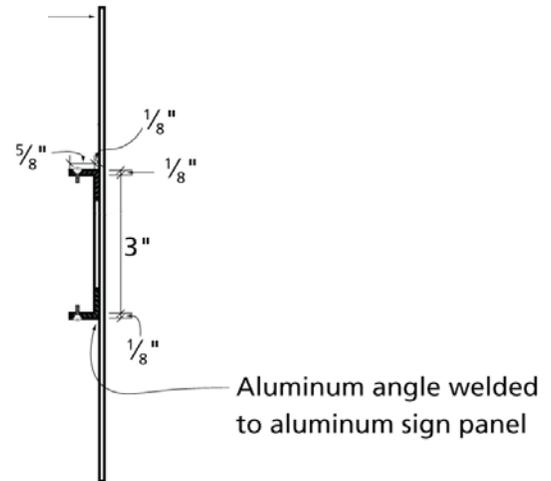
\$ _____
quantity 1

\$ _____
quantity 5

\$ _____
quantity 10



1/8" aluminum



Aluminum angle welded to aluminum sign panel



Request for Proposals (RFP 13-2306)

Exhibit B | Pricing estimate 3

No dogs sign



- A. 12 x 18"
1/8" Aluminum, laminated digital print
1/4" radius corners
Drill holes each of four corners and center left and right.
Same artwork when quoting multiple quantities

\$ _____ \$ _____ \$ _____
quantity 1 quantity 5 quantity 10

- B. Specifications as above, Vendor to recommend material

\$ _____ \$ _____ \$ _____
quantity 1 quantity 5 quantity 10