



Metro Regional Center Space Planning Services

RFP 14-2456

Metro Parks and Environmental Services Department

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

Project Manager

Rory Greenfield
Rory.greenfield@oregonmetro.gov
503-797-1815

Department Procurement Staff

Charlotte Wilson
Charlotte.Wilson@oregonmetro.gov
503-797-1828

Notice is hereby given that proposals for RFP 14-2456 for Metro Regional Center Space Planning Services shall be received by Metro, 600 NE Grand Avenue, Portland OR 97232 until close of business on August 2, 2013. 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 14-2456)

I. INTRODUCTION

The Parks and Environmental Services 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 Space Planning 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

The Metro Regional Center (MRC), located at 600 N.E. Grand Ave., Portland, Oregon, is the headquarters of the elected regional government for the Portland metropolitan area known as Metro. Metro works with communities, businesses and residents to create a vibrant and sustainable region for all. The MRC houses numerous offices and workspaces for elected officials, management, staff as well as specific contracted services/tenants. There are a number of conference rooms which host many staff, public and council meetings. The MRC is approximately 112,000 gross sq. ft., and operates 5 to 6 days a week, 8 to 12 or more hours a day. Included on site is a small outdoor plaza to the south, large outdoor plaza to the north, rooftop patio area and a contracted day care center. The MRC building has between four to six stories at various points in the structure and two below grade secure parking levels. It also includes an attached multi-story exterior parking garage.

Originally the building was a Sears department store but was purchased by Metro in 1992 and renovated and retrofit to be Metro's headquarter offices. Recently Metro considered selling the building and moving to a new location but has instead committed to staying in place for the foreseeable future. As a result, Metro is looking to develop a multi-year space plan to guide potential future investment in the interior and selected exterior spaces to help achieve a variety of desired objectives. While some objectives are known, professional guidance could highlight other recommendations to more effectively use the MRC.

Common challenges highlighted in the current use of the MRC include lack of smaller more flexible meeting spaces, lack of storage, lack of appealing employee gathering spaces for lunch or breaks, lack of cohesive signage standards, concern whether particular business units are properly located within the building, absence of building use standards, and similar.

Metro does not intend to invest a significant amount of money to rebuild, remodel, retrofit or otherwise significantly change the MRC. What Metro does intend to do with the help of a professional space planning firm is identify efficient and strategic improvements to meet the goals, business objectives and design principles outlined in the Scope of Work below. Ultimately, the final scope of work and specific tasks will be negotiated with the successful firm.

III. PROPOSED SCOPE OF WORK/SCHEDULE

Metro is seeking proposals from qualified firms to perform the following:

Identify where and how space can be reconfigured in the MRC to enable Metro to meet the business goals, objectives and principals outlined below. In addition, the contractor shall make suggestions for any other changes to the use of space that Metro should consider but has not yet identified.

Goal: Create a phased multi-year plan to reinvest in our public workspace that achieves the following:

Request for Proposals - Informal (RFP 14-2456)

Business Objectives:

- Enhance inter disciplinary collaboration
- Enhance worker productivity
- Provide flexible work space for team/project work
- Provide a public environment which reflects our mission to inspire, engage, teach and invite
- Provide a welcoming environment supported by high quality way finding.

Design Principles:

- Reflect building wide standards
- Ensure space is easily configurable
- Incorporation of flexible – multi use areas
- Incorporation of shared storage versus personal storage
- Maximize access to natural light
- Incorporation of huddle rooms or other flexible work spaces
- Meet or exceed standards for public needs/ access
- Ensure space is appropriately allocated per department

Contractor will meet the business objectives stated above using as much of the agency's existing furniture products and interior structural configuration as possible. The two standards of furniture MRC utilizes are the Herman Miller Action Office and Canvas lines.

Contractor's work should ultimately allow Metro to create a multiphase implementation plan for the recommendations that are produced and give Metro a clear idea of the associated costs to implement them.

It is expected that a programming phase will be included in this work and that the successful firm will engage in no fewer than the following employee involvement exercises:

- One (1) site tour of the facility, to fully assess the variety of spaces used on a daily basis.
- Three (3) meetings, surveys, workshops or other involvement tools with staff to gain an understanding of space challenges, desires or ideas.

These interactions will likely include management, front line staff and selected facility managers. Metro has as built drawings of the interior office space that include accurate measurements and an inventory of building furniture.

Contractor shall produce a draft 5-7 year space plan strategy that includes specific recommendations for the MRC to successfully meet the above goal and objectives. The draft should include narrative recommendations,

Request for Proposals - Informal (RFP 14-2456)

simple graphic layouts to portray particular space recommendations like huddle spaces or flexible areas not currently contained in the MRC, and a general budget to coincide with the recommendations.

The Project Manager shall review this draft to ensure a full understanding of the space plan strategy and recommendations. The contractor will then produce a final report. Metro reserves the right to request minor edits and changes to the draft before accepting the final report.

It is important to understand the final product should be simple, efficient and straightforward. Metro will value a project approach that adheres to those expectations.

Contractor shall provide updates to the strategy in the two years following the acceptance of the final report to be billed at an hourly rate. These updates are not intended to be significant changes to the final report.

The term of the contract is anticipated to be September 1, 2013 through September 1, 2015.

IV. QUALIFICATIONS/EXPERIENCE

Proposers shall have at least two (2) years of the following experience:

- (1) Interior design and space planning experience
- (2) Experience working with Herman Miller Action Office and Canvas furniture lines
- (3) Meeting facilitation, consensus building and creative thinking
- (4) Project management
- (5) Experience educating staff about space planning principles and benefits of work space changes
- (6) Experience redesigning and reorganizing existing office environments to better utilize and enhance existing space.
- (7) Knowledge of the Americans with Disabilities Act and other accessibility mandates.

V. PROJECT ADMINISTRATION

Rory Greenfield, Metro's project manager, will administer the project. Proposer shall identify one point of contact for the resulting contract.

VI. PROPOSAL INSTRUCTIONS

A. Submission of Proposals

Metro recommends proposal submission be emailed to rory.greenfield@oregonmetro.gov or faxed to 503-797-1795. However three (3) copies of the proposal can be mailed or hand-delivered to Metro, addressed to:

Metro PES Department
Attention: Rory Greenfield RFP 14-2456
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.

C. RFP as Basis for Proposals:

Request for Proposals - Informal (RFP 14-2456)

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 rory.greenfield@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 July 24, 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. Metro Code 2.04.100 is available at

http://library.oregonmetro.gov/files//chap2.04_clean_eff.042111_revised_version_081711.pdf.

F. First Opportunity Target Area (FOTA) Program

In the event that any subcontracts are to be utilized in the performance of this agreement, the Proposer's attention is directed to First Opportunity Area (FOTA) Program which is intended to provide maximum employment for economically disadvantaged residents living in the target area, in accordance with House Bill 3075, passed by the Oregon Legislature in 1989. Additional information regarding the FOTA Program is available from <http://www.oregonmetro.gov/index.cfm/go/by.web/id=6094>.

G. Pre-Proposal Conference

A voluntary pre-proposal conference will be held at 600 NE Grand Avenue on July 19, 2013 at 10:00am in room 270. Interested proposers are encouraged to attend the conference in order to gain information about the RFP requirements. Please RSVP to rory.greenfield@oregonmetro.gov.

VII. PROPOSAL CONTENTS

The proposal should contain no more than twelve (12) 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 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. Describe the process that will be employed to

Request for Proposals - Informal (RFP 14-2456)

achieve the desired list of recommendations for improved space utilization at the Metro regional Center.

- 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. Include resumes of individuals proposed for this contract.

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.
- 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.
 - First Opportunity Target Area (FOTA) program - Demonstrated commitment to FOTA program (i.e. specific steps to provide employment and contract opportunities to FOTA residents, past performance and experience with FOTA program). Follow this link for information about the First Opportunity Target Area: <http://www.oregonmetro.gov/index.cfm/go/by.web/id=6094>
- 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.

Request for Proposals - Informal (RFP 14-2456)

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.

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.
- 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

Request for Proposals - Informal (RFP 14-2456)

Project Work Plan/Approach		
1.	Demonstration of understanding of the project objectives (Note: The final product should be simple, efficient and straightforward while addressing the project objectives and principles)	20
2.	Performance methodology	10
Project Staffing Experience		
1.	Project consultant/staff experience	15
2.	Similar project experience	15
Budget/Cost Proposal		20
Projected cost/benefit of proposed work plan/approach		
Diversity in Employment and Contracting		20
1.	Work Force Diversity, Diversity in Contracting, Diversity of Firm, FOTA	
		100%

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.

Personal Services Agreement

SAMPLE

Metro Contract No. XXXXXX

Personal Services less than \$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 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 XXXXXXXXXXXXXXXX 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) 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. PROFESSIONAL LIABILITY REQUIRED FOR ARCHITECTURAL & ENGINEERING SERVICES - DELETE PROFESSIONAL LIABILITY INSURANCE LANGUAGE IF NOT REQUIRED

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.

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 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. **Maintenance of Records.** Contractor shall maintain all of its records relating to the Scope of Work on a generally recognized accounting basis and allow Metro the opportunity to inspect and/or copy such records at a convenient place during normal business hours. All required records shall be maintained by Contractor for six years after Metro makes final payment and all other pending matters are closed.

SAMPLE

Metro Contract No. XXXXXX

7. Ownership of Documents. All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by Contractor pursuant to this Agreement are the property of Metro, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such documents.

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 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.

Personal Services Agreement

SAMPLE

Metro Contract No. XXXXXX

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: Metro Procurement Services
600 NE Grand Ave
Portland, Oregon 97232
503-797-1791 fax

With Copy to: Project Manager
Address
City State Zip
503.XXX-XXXX fax

CONTRACTOR

By _____

Print Name _____

Date _____

METRO

By _____

Print Name _____

Date _____

Scope of Work – Attachment A

Metro Contract No. XXXXXX

SAMPLE

1. Purpose and Goal of Work**2. Description of the Scope of Work****3. Deliverables/Outcomes****4. Payment and Billing**

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

INCLUDE HOURLY RATES OR TASK BASED PAYMENTS IF APPLICABLE

The maximum price includes all fees, costs and expenses of whatever nature. Each of 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.