



---

# Waste Reduction Education Puppet Show

**RFP 14-2469**

**Oregon Zoo Education Division**

4001 SW Canyon Rd.  
Portland, OR 97221  
503-797-1700

**Project Manager**

Freda Sherburne  
Freda.sherburne@oregonmetro.gov  
503-972-8547

**Department Procurement Staff**

Kim Bardes  
kim.bardes@oregonzoo.org  
503-220-5718

Notice is hereby given that proposals for RFP 14-2469 for Waste Reduction Puppet Show shall be received by the Oregon Zoo Education Division, 4001 Canyon Road, Portland OR 97221 until 3:00 p.m. on August 20, 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 14-2469)

---

## I. INTRODUCTION

The Education Division of Oregon Zoo, a service 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 Waste Reduction Education Puppet Show. 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

As an elected regional government, Metro helps make the region a great place to live, work and play. By working to enhance the region's natural assets and ensure that we reduce waste and dispose of it properly, current and future generations enjoy clean air, clean water and healthy ecosystems.

Metro's Waste Reduction Education program has been providing free puppet shows for elementary schools in the Portland metropolitan area for more than 20 years. Puppet shows make it fun to learn about resource conservation, recycling, composting and natural gardening – all ways that young children can help care for the earth.

The goals of this waste reduction puppet show are to provide children with the knowledge and motivation they need to make choices and practice behaviors that conserve natural resources, reduce the amount of waste material created and increase composting of yard debris and food waste in metro area residences. At the end of the show, students should come away with concrete ideas of what they and their families can do to have a positive impact on their community and the motivation to put their ideas into action at home and at school.

The purpose of this project is to create an educational puppet show, including script, sets, puppets, props, lyrics and music and to train Metro staff to present the show to elementary school students in grades K-3. Metro education staff will provide performers, create curriculum materials to accompany this puppet show and schedule with schools. All products developed for this project are the property of Metro.

Descriptions of Metro waste reduction programs currently offered to schools can be viewed at [www.oregonmetro.gov/schoolrecycling](http://www.oregonmetro.gov/schoolrecycling). For questions or to view scripts from past Metro productions, send email to [freda.sherburne@oregonmetro.gov](mailto:freda.sherburne@oregonmetro.gov).

## III. PROPOSED SCOPE OF WORK/SCHEDULE

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

The purpose of this project is to create an educational puppet show, including script, sets, puppets, props, lyrics and music and to train Metro staff to present the show to elementary school students in grades K-3.

The goals of this waste reduction puppet show are to provide children with the knowledge and motivation they need to make choices and practice behaviors that conserve natural resources, reduce the amount of waste material created and increase composting of yard debris and food waste in metro area residences. At the end of the show, students should come away with concrete ideas of what they and their families can do to have a positive impact on their community and the motivation to put their ideas into action at home and at school.

### General considerations

- a. Upon award of contract, contractor shall meet with Metro representative to confirm details for project, development strategy, content to be included in the show, timelines and budget.
- b. Contractor will also meet with Metro representative on mutually agreed upon intervals/key development phases for review, comment and approval of the work in progress.
- c. The contractor shall train Metro education staff to present/perform the puppet show.
- d. All products created for this puppet show will become the property of Metro.

## Request for Proposals - Informal (RFP 14-2469)

---

- e. Production materials shall be appropriately sized for audiences from 50 to 150 children and that can be performed in cafeterias, gyms, libraries and classrooms.
- f. All development, production and training completed by January 31, 2014
- g. Contractor shall provide cases in which to easily store and transport puppets, stage, props and scenery; each loaded case shall weigh no more than 30 pounds; must be able to fit this show plus one other show in program vehicle. (Dodge Caravan; 7' from behind front seats to rear door)

### Script development

- a. Contractor will write an original script focusing on home composting and food waste.
- b. Production shall include at least four (4) original songs with accompanying music. Songs shall include chorus and/or verses that allow for audience participation: catchy tunes, simple lyrics.
- c. Production shall be designed for no more than two performers.
- d. Puppet show shall be 15-20 minutes in length. (not including pre- and post-show discussion by actors)

### Stage and scenery production

- a. Production shall include design and production of a stage in accordance with the script that is easy to assemble, store and transport.
- b. Contractor shall produce scenery and props in accordance with the script that are colorful, durable for use in up to 50 shows per year.
- c. Contractor shall develop a system for manipulation of scenery and props.

### Puppet production

- a. The production shall include the design and production of puppets in accordance with the script.
- b. Puppets must be durable for use in up to 50 shows per year, easy to manipulate and colorful.
- c. Puppets should be of a size that will be readily visible to audiences of 50-150 students in school cafeterias, gyms, libraries and classrooms.
- d. Human characters shall reflect the diverse ethnic populations in our community.

### Deliverables/Outcomes

- a. 15-20 minute script, including song lyrics and stage directions; digital copy in Word
- b. Four or more original age-appropriate songs imbedded into script
- c. Three or more puppets (exact number and type of puppets to be determined based on script)
- d. Stage (size and layout determined by script) curtains, etc. as determined by script
- e. Music – digital master (for uploading to web page, use in CD players, other TBD)
  - Music and sound effects only (so puppeteers can sing live)
  - Music and sound effects with voices recorded (if puppeteers don't want to sing live)
- f. Props (as required by script)
- g. Training for Metro staff – up to 12 Hours
- h. Warranty for durability of puppets, stages, props for one year

The term of the contract is anticipated to be September 20, 2013 through January 31, 2014.

## **IV. QUALIFICATIONS/EXPERIENCE**

Proposers shall have the following experience:

- (1) Working with/performing for K-3<sup>rd</sup> grade audiences
- (2) Developing creative, engaging, age-appropriate educational puppet show scripts
- (3) Basic knowledge of waste reduction, recycling, composting, toxics reduction
- (4) Creating (or causing to be created) music that is appropriate for script and audience
- (5) Creating appropriate puppets, props, costumes, stages, etc. as required by the script
- (6) Ability to work cooperatively/collaboratively with Metro education staff and/or contractors working on the same project

## Request for Proposals - Informal (RFP 14-2469)

---

### V. PROJECT ADMINISTRATION

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

### VI. PROPOSAL INSTRUCTIONS

Please develop a puppet show proposal that includes the following:

1. Creative approach/work plan: Based on the contents of this RFP and enclosed materials, discuss how you would approach this project in order to meet the objectives described within the budget allowed. Include suggested storyline, types of characters, type of puppets, props and stage, lyrics for songs and music.
2. Staffing/Experience: Provide name, contact information and skills/experience for contractor's project manager as well as names and skills/experience of staff working on production of this puppet show.
3. Past work: Describe similar projects completed in the past five years. Please include samples/photos and a reference/contact name and email for each project.
4. Budget: Outline how you would allocate a contract budget of no more than \$20,000 including staff time and production costs. Be specific for each element of production: script writing; music development/recording; design and creation of puppets, props and stage; hourly wages/salaries for project staff and/or subcontractors; overhead expenses, etc.
5. Any additional information required in Section VII, PROPOSAL CONTENTS, of this RFP.

#### A. Submission of Proposals

Metro recommends proposal submission be emailed to [freda.sherburne@oregonmetro.gov](mailto:freda.sherburne@oregonmetro.gov) or faxed to 503-220-5712. However, two (2) copies of the proposal can be mailed or hand-delivered to Metro, addressed to:

Oregon Zoo Education Division  
Attention: Freda Sherburne, RFP 14-2469  
4001 SW Canyon Rd.  
Portland, OR 97221

#### 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 [Freda.sherburne@oregonmetro.gov](mailto:Freda.sherburne@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 August 15, 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

# Request for Proposals - Informal (RFP 14-2469)

---

available at

[http://library.oregonmetro.gov/files//chap2.04\\_clean\\_eff\\_042111\\_revised\\_version\\_081711.pdf](http://library.oregonmetro.gov/files//chap2.04_clean_eff_042111_revised_version_081711.pdf).

## VII. PROPOSAL CONTENTS

The proposal should contain no more than eight (8) pages of written material (excluding biographies, resumés 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.
- 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.
- 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 14-2469)

---

## 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](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.
- 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.	Performance methodology	30
Project Staffing Experience		
1.	Project consultant/staff experience	15
2.	Similar project experience	10
Budget/Cost Proposal		
1.	Projected cost/benefit of proposed work plan/approach	15



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

## Request for Proposals - Informal (RFP 14-2469)

---

### Diversity in Employment and Contracting

1. Work Force Diversity, Diversity in Contracting, Diversity of Firm 20

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.

# Request for Proposals - Informal (RFP 14-2469)

---

## Additional Information – Attachment A

### Additional information and resources about Metro waste reduction education puppet shows for grades k-3

#### Topics from Science and Social Studies Standards that are relevant to Metro goals and objectives:

Observations about the natural world; connection to nature  
Influence/interdependence of engineering/technology on natural world  
Basic needs of living things; habitats  
Humans use natural resources for everything they do  
Cycles and conservation  
Needs versus wants  
How people can care for the environment  
Ways students can have impact on the community; making a difference  
Fairness, collaborative learning

#### Teacher comments from a recent survey about our puppet shows: *(in order of preference by teachers/kids)*

Appropriate waste reduction topics for K-3: Reuse, Recycle, Reduce, Natural Resources, earth friendly lunches, composting, life cycle of products

Successful techniques and elements for engaging students during puppet show: Music and sound effects, puppets/actors interact with audience, humor, sing along, actors and puppets together, facts about topics; visuals of vocabulary

Interesting storylines: fairy tales, story takes place in school, story takes place at home, time travel

Characters students find interesting: animals, kids their age, super heroes, talking cans, bottles, etc., dinosaurs, talking plants/flowers, fantasy creatures

#### Current shows:

Kenji and the 3 Rs: covers a little of all these things: Reduce, reuse, recycle, natural resources; main characters: Kenji, a boy; Charlie, family dog. Plus talking pop can, cowboy hat and comic book.

Compost City: introduction to backyard composting. Main characters: gardener that turns into puppet mid-show; talking worm; sunflower. Plus No-No's: cheese, hotdog, dandelion seed and shadow puppets. *Our longest running show – we will be replacing this show with the new show about composting and food waste.*

Mother Nature's Garden: includes water quality, invite good bugs to your yard, use less fertilizers and pesticides. Main characters: Gardener, actor; Mother Nature (moving set piece); Sammie Salmon, hand puppet; Ferd and Pesty containers. Plus quick peeks at butterflies, ladybug, aphids, bee.

Longer descriptions of the shows, plus music and activity booklets can be viewed at [www.oregonmetro.gov/schoolrecycling](http://www.oregonmetro.gov/schoolrecycling). Look under elementary resources/puppet shows.

#### Helpful background information about composting:

<http://www.oregonmetro.gov/index.cfm/go/by.web/id=553>

<http://www.kidsgardening.org/key-word-search?keys=composting>

<http://www.benefits-of-recycling.com/compostingforkids>

# Request for Proposals - Informal (RFP 14-2469)

---

## Sample Contract for Personal Services Agreements 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 XXXXXXXXXXXXXXXXXXXX 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 INSURED 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



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

## Request for Proposals - Informal (RFP 14-2469)

---

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.

## Request for Proposals - Informal (RFP 14-2469)

---

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



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

# Request for Proposals - Informal (RFP 14-2469)

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: 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 \_\_\_\_\_

# Request for Proposals - Informal (RFP 14-2469)

---

**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 XXXXXXX 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 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.