



Southwest Corridor Refinement Phase Traffic Work

RFP 14-2506

Metro Planning & Development Department
600 N.E. Grand Avenue
Portland, OR 97232-2736
503-797-1700

Procurement Analyst
Julie Hoffman
bidsandproposals@oregonmetro.gov

Notice is hereby given that proposals for **RFP 14-2506** for **Southwest Corridor Refinement Phase Traffic Work** shall be received by Metro, 600 N.E. Grand Avenue, Portland, Oregon 97232-2736 until close of business on **Friday, October 18, 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.

Request for Proposals (RFP 14-2506)

I. INTRODUCTION

The Planning & Development Department of 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, Oregon 97232-2736, is requesting proposals for Southwest Corridor Refinement Phase Traffic Work. Proposals will be due as indicated on the RFP cover page.

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

II. BACKGROUND/HISTORY OF PROJECT

In July 2013, the Southwest Corridor Steering Committee recommended a set of land use and transportation strategies for implementing the vision of the corridor. The recommendation incorporated a variety of transportation investments, including high-capacity transit from Portland to Tualatin via Tigard.

The purpose of the refinement phase to further narrow the high-capacity transit (HCT) alignment and options and move forward the most promising alignments and options for further study in a Draft Environmental Impact Statement (DEIS). The refinement phase will look at:

- 1) Refining the purpose and need;
- 2) Define and refine the alignment options in the corridor between Portland and Tualatin via Tigard, which includes:
 - a) Evaluate lane treatments for the potential HCT alignments;
 - b) Develop cost estimates for the HCT alignments for comparison purposes;
 - c) Coordinate and collaborate with the ongoing Southwest Service Enhancement Plan;
- 3) Provide additional traffic analysis at locations where more detailed information about operations is needed;
- 4) Identify transportation performance measures to be adopted into policy, that may also be used to help evaluate alignments and options;
- 5) Provide additional narrowing and prioritization of the multimodal and green projects defined during the Southwest Corridor Plan;
- 6) Develop concept-level designs of transit-supportive multimodal projects include cost estimates.

Metro is seeking a transportation Consultant to assist in accomplishing above items (3), (4), and (6). The Consultant will also support TriMet's transit design process by providing advice regarding above item (2a). The Consultant will work closely with Metro's project partners, including the cities and counties of the Southwest Corridor, ODOT, and TriMet.

III. PROPOSED SCOPE OF WORK/SCHEDULE

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

TASK A. TRAFFIC IMPACT ANALYSIS

Analysis Methods and Assumptions Memo

The Consultant will meet with Metro, ODOT, and key partners to discuss traffic analysis needs and interests, then prepare a written memorandum summarizing the methodology and assumptions proposed for the traffic analysis. The memorandum will be shared with TriMet, ODOT, SW Corridor cities and counties, and Metro for review and comment. Upon receipt of comments, the Consultant will finalize the memorandum as documentation of the analysis methodology.

Request for Proposals (RFP 14-2506)

Synchro/SimTraffic Analysis

The Consultant will develop a Synchro/SimTraffic analysis of existing year, future design year no-build, and future design year build conditions along the potential HCT alignment for the AM and PM peak periods, adjusting input parameters as appropriate to approximate the influence of the HCT on traffic operations.

The alignment options may include analysis of up to 50 different intersections, and may identify focus areas within the corridor of particular concern for impact. Existing 2011 – 2013 counts will be utilized for the analysis. The analysis will include a review and discussion of roadway capacity throughout the corridor in order to identify possible impacts of the HCT and opportunities for addressing these.

There are multiple alignment options that may require analysis in the following locations (which is not the full list of areas to be included in the analysis):

- South Portland/Lair Hill (Barbur, Naito alignments, several Ross Island Bridge ramp configurations)
- PCC Sylvania (direct HCT service via Capitol/49th, indirect service via Barbur)
- South Tigard (Hall, 72nd alignments)
- Bridgeport Village (Upper Boones Ferry, Lower Boones Ferry alignments)

The Consultant will report on the relationship between the potential HCT project and traffic impacts, for review by TriMet, ODOT, SW Corridor cities and counties, and Metro.

The traffic impact analysis task includes up to ten (10) meetings with and presentations of draft and completed Synchro/SimTraffic models to key agency contacts.

Roles and Responsibilities: Traffic Impact Analysis

The Consultant will conduct the traffic analysis in consultation with agency partners. Metro will coordinate the analysis work, including review, with agency partners including TriMet and ODOT.

Milestone/Schedule: Traffic Impact Analysis

Analysis Methods and Assumptions Memo: draft ready for 11/14/13 Project Team Leaders (PTL) meeting (comprised of staff from the cities and counties within the SW Corridor, and from Metro, ODOT, and TriMet), final ready for 12/12/13 PTL

Traffic Analysis: Existing and No-build completed by 1/9/14 PTL, Build alternatives by 3/13/14 PTL

TASK B. TRANSIT DESIGN ADVICE

The Consultant will provide advice to TriMet's Transit Designer based on available traffic data and analysis, as requested by Metro. This advice may include information relating to roadway capacities, lane configurations, signal operation, traffic performance, or multimodal considerations.

Roles and Responsibilities: Transit Design Advice

The Consultant will provide advice as requested by Metro, and will coordinate with Metro on any additional work needed as the basis for such advice.

Milestone/Schedule: Transit Design Advice

Milestones and schedule to be determined as needed.

TASK C. VISSIM ANALYSIS (CONTINGENCY TASK)

Where determined to be necessary, likely no more than 3 – 4 intersections or groups of intersections, the Consultant will develop a calibrated VISSIM analysis of locations of particular concern with respect to

Request for Proposals (RFP 14-2506)

transportation impacts of the HCT. The analysis will model likely impacts of an HCT project on motor vehicle, bicycle, and pedestrian traffic at these locations, and recommend potential mitigation measures where needed.

The VISSIM analysis task includes meetings with and presentations of draft and completed VISSIM models to key agency contacts, as needed.

Roles and Responsibilities: VISSIM Analysis

The Consultant will conduct the traffic analysis in consultation with agency partners. Metro will coordinate the analysis work, including review, with agency partners including TriMet and ODOT.

Milestone/Schedule: VISSIM Analysis

Milestones and schedule to be determined if needed.

TASK D. TRANSPORTATION PERFORMANCE MEASURES (CONTINGENCY TASK)

The Consultant will work in partnership with ODOT, Metro, and local governments in the SW corridor area to lay the groundwork for development of measures of state highway performance in addition to a vehicle mobility measure for the SW Corridor area. Work will include: 1) education and discussion with project partners about performance measurement, 2) working with ODOT and project partners to define the need and desired outcomes for performance measurement in the SW Corridor, 3) proposing a process for establishing transportation performance measures for state highways in the SW Corridor, 4) proposing options for draft performance measures (not targets) that will be re-evaluated when the Preferred Alternative is identified during the EIS stage of the SW Corridor project.

Work on items 3 and 4 (in the preceding paragraph) would begin once there is agreement among partners regarding item 2.

This task includes preparation for, attendance, and facilitation of up to six (6) stakeholder meetings including key technical staff from Corridor cities, Washington County, Metro, and ODOT, or an alternative approach as recommended by Consultant.

Roles and Responsibilities: Transportation Performance Measures

Metro, in consultation with ODOT, will provide direction to the Consultant in facilitating discussions, defining needs and outcomes, proposing a process, and proposing options for performance measures.

Milestone/Schedule: Transportation Performance Measures

To be determined in consultation with ODOT and Metro as part of the development of the task approach.

TASK E. PLANNING-LEVEL DESIGN OF HCT-SUPPORTIVE MULTIMODAL TRANSPORTATION PROJECTS

The Consultant will perform concept-level design work of multimodal projects identified by Metro to be integrated into the HCT design. It shall be performed in communication with TriMet's Transit Designer, and consist of the planning-level design of project components, such as roadway work to accommodate HCT, pedestrian facilities, bicycle facilities, and transit facilities, to a level of detail needed to identify potential right-of-way impacts, potential environmental impacts, potential utility conflicts, major grading or retaining wall work, and other high-cost impacts. The work shall include initial meetings with facility operators (cities, counties, ODOT) to discuss concepts. The Consultant will perform planning-level opinions of probable cost for the multimodal projects based upon the best available information. The Consultant will provide draft concepts and cost information for review by facility operators, and make revisions as appropriate based on the comments received.

Request for Proposals (RFP 14-2506)

Roles and Responsibilities: Planning-level Design

The Consultant will develop planning-level design concepts including identification of likely impacts and planning-level cost estimates in coordination with the design work done by TriMet and its design team. Metro will identify the projects to be included in consultation with agency partners.

Milestone/Schedule: Multimodal Project Narrowing

Metro identification of projects: Following 4/24/14 PTL

Planning-level design of multimodal projects, Draft by 5/22/14 PTL, Final by 6/27/14

Planning-level cost estimates, Draft by 5/22/14 PTL, Final by 6/27/14

The term of the contract is anticipated to be November 2013 through June 2014. Metro intends to award this contract to a single firm to provide the services required.

IV. QUALIFICATIONS/EXPERIENCE

Proposers shall have five (5) years of the following experience:

- (1) Experience in transportation planning
- (2) Experience with traffic analysis, including Synchro/SimTraffic and VISSIM, and with analysis of transit, pedestrian/bicycle measures, transportation safety and roundabout operations
- (3) Experience with alternative performance measures
- (4) Concept-level design and cost estimating experience

VI. PROPOSAL INSTRUCTIONS

A. Submission of Sealed Proposals

Two (2) copies and one (1) electronic version of the proposal shall be furnished to Metro in a sealed envelope, addressed to:

Metro Procurement Services
Attn: Julie Hoffman RFP 14-2506
600 N.E. 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

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 bidsandproposals@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 **Friday, October 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.

Request for Proposals (RFP 14-2506)

- 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 provision 2.04.100, which encourages the use of minority, women and emerging small businesses (MWESB) to the maximum extent practical. Metro Code provision 2.04.100 is available at
http://library.oregonmetro.gov/files//chap2.04_clean_eff_042111_revised_version_081711.pdf.

VII. PROPOSAL CONTENTS

The proposal should contain no more than five (5) pages of written material (excluding transmittal letter, 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: 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. 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.
- 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. 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. Sustainable Business Practices
- 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

Request for Proposals (RFP 14-2506)

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.

- H. Exceptions to Standard Agreement and RFP: Carefully review the Standard Agreement attached hereto as Exhibit A and incorporated herein. This is the standard agreement that successful respondents to this RFP will be required to execute. RFP respondents wishing to propose any exceptions or alternative clauses to the agreement or to any specified criteria within this RFP must propose those exceptions or alternative clauses in their proposal; Metro shall not be required to consider contract revisions proposed during contract negotiation and award. Proposed exceptions or alternative clauses should be accompanied by explanatory comments that are succinct, thorough and clear.

VIII. GENERAL PROPOSAL/CONTRACT CONDITIONS

- A. Limitation and Award: This RFP does not commit Metro to the award of a contract, nor to pay any costs incurred in the preparation and submission of proposals in anticipation of a contract. Metro reserves the right to waive minor irregularities, accept or reject any or all proposals received as the result of this request, negotiate with all qualified sources, or to cancel all or part of this RFP.
- B. Billing Procedures: Proposers are informed that the billing procedures of the selected firm are subject to the review and prior approval of Metro before reimbursement of services can occur. Contractor's invoices shall include 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 firm(s). If interviews are warranted, Metro anticipates scheduling them on or about **October 30, 2013**. 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.

Request for Proposals (RFP 14-2506)

- 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	15
Diversity		20
1.	Work Force Diversity, Diversity in Contracting, Diversity of Firm	
Sustainable Business Practices		10
1.	Environment, Economy, Community	
		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) working days of issuance of the notice of intent to award by Metro. Appeals must be submitted to Metro Procurement Officer, 600 NE Grand, Portland, Oregon 97232-2736 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.



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

Request for Proposals (RFP 14-2506) – Exhibit A

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, Oregon 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 XXXXXXXX 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.

Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSURED(S) 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.

Request for Proposals (RFP 14-2506) – Exhibit A

6. Ownership of Documents and Maintenance of Records. Unless otherwise provided herein, all documents, instruments and media of any nature produced by Contractor pursuant to this agreement are Work Products and are the property of Metro, including but not limited to: drawings, specifications, reports, scientific or theoretical modeling, electronic media, computer software created or altered specifically for the purpose of completing the Scope of Work, works of art and photographs. Unless otherwise provided herein, upon Metro request, Contractor shall promptly provide Metro with an electronic version of all Work Products that have been produced or recorded in electronic media. Metro and Contractor agree that all work Products are works made for hire and Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such Work Products.
- a. Contractor and subcontractors shall maintain all fiscal records relating to such contracts in accordance with generally accepted accounting principles. In addition, Contractor and subcontractors shall maintain any other records necessary to clearly document:
 - (1) The performance of the contractor, including but not limited to the contractor's compliance with contract plans and specifications, compliance with fair contracting and employment programs, compliance with Oregon law on the payment of wages and accelerated payment provisions; and compliance with any and all requirements imposed on the contractor or subcontractor under the terms of the contract or subcontract;
 - (2) Any claims arising from or relating to the performance of the contractor or subcontractor under a public contract;
 - (3) Any cost and pricing data relating to the contract; and
 - (4) Payments made to all suppliers and subcontractors.
 - b. Contractor and subcontractors shall maintain records for the longer period of (a.) six years from the date of final completion of the contract to which the records relate or (b.) until the conclusion of any audit, controversy or litigation arising out of or related to the contract.
 - c. Contractor and subcontractors shall make records available to Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor, within the boundaries of the Metro region, at reasonable times and places regardless of whether litigation has been filed on any claims. If the records are not made available within the boundaries of Metro, the Contractor or subcontractor agrees to bear all of the costs for Metro employees, and any necessary consultants hired by Metro, including but not limited to the costs of travel, per diem sums, salary, and any other expenses that Metro incurs, in sending its employees or consultants to examine, audit, inspect, and copy those records. If the Contractor elects to have such records outside these boundaries, the costs paid by the Contractor to Metro for inspection, auditing, examining and copying those records shall not be recoverable costs in any legal proceeding.
 - d. Contractor and subcontractors authorize and permit Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor, to inspect, examine, copy and audit the books and records of Contractor or subcontractor, including tax returns, financial statements, other financial documents and any documents that may be placed in escrow according to any contract requirements. Metro shall keep any such documents confidential to the extent permitted by Oregon law, subject to the provisions of section E.
 - e. Contractor and subcontractors agree to disclose the records requested by Metro and agree to the admission of such records as evidence in any proceeding between Metro and the Contractor or subcontractor, including, but not limited to, a court proceeding, arbitration, mediation or other alternative dispute resolution process.
 - f. Contractor and subcontractors agree that in the event such records disclose that Metro is owed any sum of money or establish that any portion of any claim made against Metro is not warranted, the Contractor or subcontractor 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.

Request for Proposals (RFP 14-2506) – Exhibit A

- g. Failure of the Contractor or subcontractor to keep or disclose records as required by this document or any solicitation document may result in debarment as a bidder or proposer for future Metro contracts as provided in ORS 279B.130 and Metro Code Section 2.04.070(c), or may result in a finding that the Contractor or subcontractor is not a responsible bidder or proposer as provided in ORS 279B.110 and Metro Code Section 2.04.052.
7. Project Information. Contractor shall share all project information and fully cooperate with Metro, informing Metro of all aspects of the project including actual or potential problems or defects. Contractor shall abstain from releasing any information or project news without the prior and specific written approval of Metro.
8. Independent Contractor Status. Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall Contractor be considered an employee of Metro. Contractor shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work. Contractor is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement. Contractor shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to Metro.
9. Right to Withhold Payments. Metro shall have the right to withhold from payments due to Contractor such sums as necessary, in Metro's sole opinion, to protect Metro against any loss, damage, or claim which may result from Contractor's performance or failure to perform under this Agreement or the failure of Contractor to make proper payment to any suppliers or subcontractors.
10. State and Federal Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapters 279A, 279B and 279C, and the recycling provisions of ORS 279B.025 to the extent those provisions apply to this Agreement. All such provisions required to be included in this Agreement are incorporated herein by reference. Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations including those of the Americans with Disabilities Act.
11. Situs. The situs of this Agreement is Portland, Oregon. Any litigation over this agreement shall be governed by the laws of the State of Oregon and shall be conducted in the Circuit Court of the state of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.
12. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by either party without Metro's written consent.
13. Termination. This Agreement may be terminated by mutual consent of the parties. In addition, Metro may terminate this Agreement by giving Contractor seven (7) days prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Termination shall not excuse payment for expenses properly incurred prior to notice of termination, but neither party shall be liable for indirect or consequential damages arising from termination under this section.
14. No Waiver of Claims. The failure to enforce any provision of this Agreement shall not constitute a waiver by Metro of that or any other provision.
15. Modification. Notwithstanding and succeeding any and all prior agreement(s) or practice(s), this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing(s), signed by both parties. 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



600 NE Grand Ave.
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 503-797-1700

Request for Proposals (RFP 14-2506) – Exhibit A

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.

16. 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.

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

18. 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 N.E. Grand Avenue
 Portland, Oregon 97232-2736
 503-797-1791

With Copy to: Anthony Buczek
 Metro Planning & Development
 600 N.E. Grand Avenue
 Portland, Oregon 97232-2736
 503.797-1674

CONTRACTOR

METRO

By _____

By _____

Print Name _____

Print Name _____

Date _____

Date _____



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

Request for Proposals (RFP 14-2506) – Exhibit A

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/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 N.E. Grand Avenue, Portland, Oregon 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.