



Professional Marketing and Communications Services

RFP 2475

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

Procurement Analyst
Karen Slusarenko, CPPB
bidsandproposals@oregonmetro.gov

Notice is hereby given that proposals for RFP 2475 for Professional Marketing and Communications Services shall be received by Metro, 600 NE Grand Avenue, Portland OR 97232 until close of business on October 30, 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 2475)

I. INTRODUCTION

The marketing division of the Oregon Zoo 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 Professional Marketing and Communications 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

About Metro

Metro, the regional government, crosses city limits and county lines to build a resilient economy, keep nature close by and respond to a changing climate. Metro represents a diverse population of 1.5 million people in 25 cities and three counties, Metro's directly elected council gives voters a voice in decisions about how the region grows and communities prosper. To achieve that mission, Metro offers a wide variety of programs and services, ranging from recreation opportunities, solid waste disposal and recycling to land use planning.

About the Oregon Zoo

The zoo is a service of Metro and is dedicated to its mission of inspiring the community to create a better future for wildlife. Committed to conservation, the zoo is currently working to save endangered California condors, Oregon silverspot and Taylor's checkerspot butterflies, western pond turtles and Oregon spotted frogs. Other projects include studies on Asian elephants, polar bears, orangutans and giant pandas. The Oregon Zoo's award-winning education programs serve more than 500,000 people in schools and community centers throughout the region. Celebrating 125 years of community support, the zoo is a gathering place for the community with an array of public and private events, including summer concerts and ZooLights, and draws 1.6 million visitors a year.

The marketing division of the Oregon Zoo is responsible for all communication initiatives including marketing and promotions to support zoo programs. Work includes:

- Education marketing materials such as annual camp and class catalogs
- Catering marketing materials
- Support for sponsorship and membership materials
- Copywriting and communications support
- Branding, marketing and advertising
- Television commercial conceiving and promotion
- Temporary and permanent exhibit design, production and promotion
- Program and strategic plan materials and annual reports
- Website design

III. PROPOSED SCOPE OF WORK/SCHEDULE

Metro is seeking proposals from qualified firms to provide professional marketing and communication services for the Oregon Zoo. Successful applicants will support zoo marketing division staff to complete a variety of communication projects and tasks on an ongoing, as-needed basis. Services include:

- Strategic marketing communications and brand support to assist the Oregon Zoo and Oregon Zoo Foundation in promoting initiatives, events and programs.
- Graphic design and production support such as design and layout of communication products, including comps, mock-ups, final layout and art, and production. Products include promotional posters, banners, ads, visitor guides, factsheets and reports.
- Writing, editing and proofing of copy for print or electronic publishing.
- Strategic and conceptual development of messages and stories.
- Recommendations for and implementation of media strategies.
- Media buying recommendations and/or implementation.
- Advertising campaign development utilizing multiple channels.

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Services will be provided on an as-needed basis beginning November 2013 and ending December 2016. One or two-year extensions may be negotiated between Metro and awarded firms depending on future needs. Metro reserves the right to award additional contracts from this RFP during the above stated term.

Metro intends to award contracts to multiple firms. Awarded firms(s) are not guaranteed to receive any certain number or value of assignments. Estimated contract award is \$100,000 to \$400,000 per contract term depending on need.

IV. QUALIFICATIONS/EXPERIENCE

Proposers shall have at least five years of experience with the following:

- Providing professional, effective communication services.
- Producing quality graphic design, copy writing, multimedia elements and print collateral.
- Devising, implementing and coordinating complex marketing campaigns and promotions.
- Developing, implementing, monitoring and adjusting media strategies on a modest budget to promote programs and events to selected audiences.
- Coordinating with multiple parties to meet deadlines.

V. PROPOSAL INSTRUCTIONS

A. Submission of Sealed Proposals

Three (3) paper copies and one (1) electronic version of the proposal shall be furnished to Metro in a sealed envelope, addressed to:

Metro Procurement Services
Attn: Karen Slusarenko RFP 2475
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

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 October 23, 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.

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- 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.

VI. 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, folders, binders or non-recyclable materials should be included in the proposal.

- A. Transmittal Letter (one page) Provide the following information:
- Account manager assigned
 - Company name and address
 - Phone, website and email
 - State certification number, if any, as a minority-owned, women-owned disadvantaged or emerging small business.
 - State that the proposal is valid for ninety (90) days
 - Request to return materials, if applicable
- B. Approach/Project Work Plan (no more than two (2) pages)
Describe how your firm approaches marketing and communications projects. Explain your approach for projects with a relatively narrow scope and small budget. How does your firm assist clients in using existing resources and leveraging the work your firm provides for them?
- C. Staffing/Project Manager Designation (one (1) page)
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/Samples of Work (no more than three (3) pages plus work samples)
Provide previous work examples that demonstrate how your firm meets the experience requirements listed in Section IV. Submit three (3) projects conducted over the past three (3) years that involved services similar to the services required.
For each example provide the following information on a single typed coversheet no more than one (1) page in length:
- Describe the scope and goals of the project and how success was measured.
 - Clearly define your firm's role in the project and how, if applicable, you worked with other contractors.
 - Identify any employees/persons you have listed under "staffing" for this proposal who worked on the project and describe their role.
 - Provide a reference for the project – client's name, title, role on the project, email address and telephone number.
- If applicable, attach relevant work samples or a visual representation of the work: a URL for a website or application, a printed screenshot, etc. Samples can be provided on a USB drive, CD or DVD.

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E. Cost/Budget (one (1) page)

Provide hourly rates for the following services in requested order:

- Account management
- Strategy, message and campaign development
- Writing
- Art direction
- Graphic design
- Media buying
- Market research

List any additional fee structures as it relates to the services and products listed in Section III of this RFP, include any annual administration, per item or transaction fees.

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

- Work Force Diversity – Describe your work force demographics (number of employees, race and gender) and the measurable steps taken to ensure a diverse work force, including company policies and practices that promote the hiring and retention of women and ethnic minorities.
- Diversity in Contracting – Describe your history of working with diverse firms, including any MWESB-certified firms. Describe a project for which you worked with minorities, women or emerging small businesses. Please provide the project name, method used to achieve participation – for example, joint ventures, subcontracts or purchase of equipment or supplies from a certified firm – and the dollar amount or percentage of the project budget expended on such participation.
- Diversity of Firm – Describe the ownership of your firm and whether or not your firm is certified by the State of Oregon as an MBE, WBE or ESB. Provide certification number, if applicable.

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

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

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.

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VII. 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.

VIII. EVALUATION OF PROPOSALS

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

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- 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 Oregon Zoo and Metro	10
2. Approach, project work plan	10
Staff Experience/Samples of Work	
1. Project consultant/staff experience	15
2. Samples of work	20
Budget/Cost Proposal	
Projected cost/benefit of proposed work plan/approach	15
Diversity	20
Work Force Diversity, Diversity in Contracting, Diversity of Firm	
Sustainable Business Practices	10
Environment, Economy, Community	
	100%

IX. 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 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.

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 before making a final determination regarding the issuance of the Notice of Intent to Award the agreement rising from this procurement. By submitting a proposal in response to this procurement, proposers acknowledge that they are aware of and do not object to any later, potential amendment and modification of such preliminary, draft language and terms. In addition, by responding to this procurement, proposers acknowledge that they are aware of their ability to offer alternatives to any of the preliminary, draft contract language and proposed contract terms set forth herein.

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Metro Contract No. XXXXXX

Standard Personal Service Agreement over \$50,000

THIS AGREEMENT is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 N.E. Grand Avenue, Portland, OR 97232-2736, and 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 November 2013 and shall remain in effect until and including December 2016, unless terminated or extended as provided in this Agreement. This agreement may be renewed or extended for one additional two-year periods at Metro's sole discretion.
2. **Scope of Work/As-Needed Basis.** On an as-needed basis and upon written request from Metro as specified in Section 3 below, Contractor shall provide some or all of the services specified in 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. **Work Orders.** During the term of this Agreement Metro may provide Contractor with written requests for estimates for specific assignments pursuant to this Agreement on an as-needed basis ("Work Order Request"). The Work Order Request will include a detailed description of the services to be provided, products produced, specifications and a time period in which to complete the services requested. After receiving a Work Order Request, Contractor shall provide Metro staff with a written, "not-to-exceed" Proposal including all cost and fees to complete the specified work. Contractor may not proceed with any work until a written Work Order has been provided by Metro to Contractor setting forth the specifics of the work to be produced and "not to exceed" amount to be charged by Contractor. See Attachment B – Work order example.
4. **Payment.** Metro shall pay Contractor for services performed and materials delivered in the amount(s), manner and at the time(s) specified in the Scope of Work for a maximum sum not to exceed XXXXXXX AND XX/100THS DOLLARS (\$XXXXXX.XX). Payment shall be made by Metro on a Net 30 day basis upon approval of Contractor invoice.
5. **Insurance.** Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:
 - (a) The most recently approved ISO (Insurance Services Office) Commercial General Liability policy, or its equivalent, written on an occurrence basis, with limits not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. The policy will include coverage for bodily injury, property damage, personal injury, contractual liability, premises and products/completed operations. Contractor's coverage will be primary as respects Metro;
 - (b) Automobile insurance with coverage for bodily injury and property damage and with limits not less than minimum of \$1,000,000 per occurrence;
 - (c) Workers' Compensation insurance meeting Oregon statutory requirements including Employer's Liability with limits not less than \$500,000 per accident or disease; and

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

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

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

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Metro Contract No. XXXXXX

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

7. Ownership of Documents and Maintenance of Records. Unless otherwise provided herein, all documents, instruments and media of any nature produced by Contractor pursuant to this agreement are Work Products and are the property of Metro, including but not limited to: drawings, specifications, reports, scientific or theoretical modeling, electronic media, computer software created or altered specifically for the purpose of completing the Scope of Work, works of art and photographs. Unless otherwise provided herein, upon Metro request, Contractor shall promptly provide Metro with an electronic version of all Work Products that have been produced or recorded in electronic media. Metro and Contractor agree that all work Products are works made for hire and Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such Work Products.

a. Contractor and subcontractors shall maintain all fiscal records relating to such contracts in accordance with generally accepted accounting principles. In addition, Contractor and subcontractors shall maintain any other records necessary to clearly document:

- (1) The performance of the contractor, including but not limited to the contractor's compliance with contract plans and specifications, compliance with fair contracting and employment programs, compliance with Oregon law on the payment of wages and accelerated payment provisions; and compliance with any and all requirements imposed on the contractor or subcontractor under the terms of the contract or subcontract;
- (2) Any claims arising from or relating to the performance of the contractor or subcontractor under a public contract;
- (3) Any cost and pricing data relating to the contract; and
- (4) Payments made to all suppliers and subcontractors.

b. Contractor and subcontractors shall maintain records for the longer period of (a.) six years from the date of final completion of the contract to which the records relate or (b.) until the conclusion of any audit, controversy or litigation arising out of or related to the contract.

c. Contractor and subcontractors shall make records available to Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor, within the boundaries of the Metro region, at reasonable times and places regardless of whether litigation has been filed on any claims. If the records are not made available within the boundaries of Metro, the Contractor or subcontractor agrees to bear all of the costs for Metro employees, and any necessary consultants hired by Metro, including but not limited to the costs of travel, per diem sums, salary, and any other expenses that Metro incurs, in sending its employees or consultants to examine, audit, inspect, and copy those records. If the Contractor elects to have such records outside these boundaries, the costs paid by the Contractor to Metro for inspection, auditing, examining and copying those records shall not be recoverable costs in any legal proceeding.

d. Contractor and subcontractors authorize and permit Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor, to inspect, examine, copy and audit the books and records of Contractor or subcontractor, including tax returns, financial statements, other financial documents and any documents that may be placed in escrow according to any contract requirements. Metro shall keep any such documents confidential to the extent permitted by Oregon law, subject to the provisions of section E.

e. Contractor and subcontractors agree to disclose the records requested by Metro and agree to the admission of such records as evidence in any proceeding between Metro and the Contractor or subcontractor, including, but not limited to, a court proceeding, arbitration, mediation or other alternative dispute resolution process.

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- f. Contractor and subcontractors agree that in the event such records disclose that Metro is owed any sum of money or establish that any portion of any claim made against Metro is not warranted, the Contractor or subcontractor shall pay all costs incurred by Metro in conducting the audit and inspection. Such costs may be withheld from any sum that is due or that becomes due from Metro.
- g. Failure of the Contractor or subcontractor to keep or disclose records as required by this document or any solicitation document may result in debarment as a bidder or proposer for future Metro contracts as provided in ORS 279B.130 and Metro Code Section 2.04.070(c), or may result in a finding that the Contractor or subcontractor is not a responsible bidder or proposer as provided in ORS 279B.110 and Metro Code Section 2.04.052.
8. Project Information. Contractor shall share all project information and fully cooperate with Metro, informing Metro of all aspects of the project including actual or potential problems or defects. Contractor shall abstain from releasing any information or project news without the prior and specific written approval of Metro.
9. Independent Contractor Status. Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall Contractor be considered an employee of Metro. Contractor shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work. Contractor is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement. Contractor shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to Metro.
10. Right to Withhold Payments. Metro shall have the right to withhold from payments due to Contractor such sums as necessary, in Metro's sole opinion, to protect Metro against any loss, damage, or claim which may result from Contractor's performance or failure to perform under this Agreement or the failure of Contractor to make proper payment to any suppliers or subcontractors.
11. State and Federal Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapters 279A, 279B and 279C, and the recycling provisions of ORS 279B.025 to the extent those provisions apply to this Agreement. All such provisions required to be included in this Agreement are incorporated herein by reference. Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations including those of the Americans with Disabilities Act.
12. Situs. The situs of this Agreement is Portland, Oregon. Any litigation over this agreement shall be governed by the laws of the State of Oregon and shall be conducted in the Circuit Court of the state of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.
13. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by either party without Metro's written consent.
14. Termination. This Agreement may be terminated by mutual consent of the parties. In addition, Metro may terminate this Agreement by giving Contractor seven (7) days prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Termination shall not 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.



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

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Metro Contract No. XXXXXX

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

16. Modification. Notwithstanding and succeeding any and all prior agreement(s) or practice(s), this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing(s), signed by both parties. Metro may approve changes and modifications to the original contract, including deletions of work, order of additional materials, and additional services reasonably related to the original work scope. Contractor may propose changes in the work that Contractor believes are necessary, will result in higher quality work, improve safety, decrease the amount of the contract, or otherwise result in a better or more efficient work product. If such changes are approved by Metro, they shall be executed by written contract amendment signed by both parties. Such changes shall not relieve Contractor of any obligation or warranty under the contract. No oral statements by either party shall modify or affect the terms of the contract.

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

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

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

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

To Metro: 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

METRO

By _____

By _____

Print Name _____

Print Name _____

Date _____

Date _____

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Attachment A Scope of Work to Standard Personal Services Agreement

1. Purpose and Goal of Work

Contractor shall provide communications and marketing services.

2. Description of the Scope of Work

Contractor shall on an on-call basis:

- Strategic marketing communications and brand support to assist the Oregon Zoo and Oregon Zoo Foundation in promoting initiatives, events and programs.
- Graphic design and production support such as design and layout of communication products, including comps, mock-ups, final layout and art, and production. Products include promotional posters, banners, ads, visitor guides, factsheets and reports.
- Writing, editing and proofing of copy for print or electronic publishing.
- Strategic and conceptual development of messages and stories.
- Recommendations for and implementation of media strategies.
- Media buying recommendations and/or implementation.
- Advertising campaign development utilizing multiple channels.

3. Payment and Billing

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

All reimbursable expense will be billed with no mark-up. No percentage of cost fees, commissions shall be reimbursed.

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, Metro Work Order 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 Metro staff approval of Contractor invoice.



**WORK ORDER
Personal Services Agreements**

CONTRACT NUMBER: _____

CONTRACT RELEASE # _____

CONTRACTOR: _____

CONTRACTOR EMAIL _____

PROJECT NAME: _____

PROJECT MANAGER: _____

PROJECT SUMMARY

SCOPE OF WORK

DELIVERABLES

SCHEDULE

COST

See Contractor's estimate. Total invoice amount not to exceed: _____

Contractor: Please e-mail all invoices to metroaccountspayable@oregonmetro.gov. Include contract release number listed above on invoices to ensure timely processing of your payment.

Contractor

Metro staff

Signature: _____

Signature: _____

Date: _____

Date: _____

Telephone: _____

Telephone: _____

Metro staff signing the agreement should have authorized signature authority for the agreement amount.

DPC instructions

CONTRACT RELEASE

1. Enter into PeopleSoft as a contract release and route for appropriate signature and approval work flow.
2. Scan in work order form and email to project manager listed to notify that work can begin.

INVOICING

1. Obtain project manger approval on invoice.
2. Receive on the invoice in PeopleSoft.
3. Forward to Accounting staff for processing

DPC initials and date: _____