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# **Consulting Services for First Opportunity Target Area (FOTA) Program**

**RFP 2476**

**Metropolitan Exposition Recreation Commission (MERC)**  
600 N.E. Grand Ave.  
Portland, OR 97232

**Procurement Analyst**  
Angela Houck  
bidsandproposals@oregonmetro.gov  
503-797-1682

Notice is hereby given that proposals for RFP 2476 for First Opportunity Target Area Consulting Services shall be received by MERC, 600 NE Grand Avenue, Portland OR 97232 until close of business on October 10, 2013. It is the sole responsibility of the proposer to ensure that MERC 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 14-2476)

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## I. INTRODUCTION

Metropolitan Exposition Recreation Commission (MERC), an appointed commission 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 a Consultant for its First Opportunity Target Area (FOTA) program. 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

Metro's visitor venues which include the Oregon Convention Center, Portland's Centers for the Arts and the Portland Expo Center provide first class public facilities for the Portland metropolitan region. These venues employ 480 people, spend more than \$45 million annually on goods and services, and play a major role in the region's \$4.1 billion tourism economy.

When the Oregon Convention Center was built, the state legislature provided public funding with the requirement that a hiring policy be established to include the neighbors who sacrificed jobs and homes during development and construction of the facility. The First Opportunity Target Area (FOTA) program was established to include not only a hiring policy but, in addition, a contracting and purchasing policy for the immediate North and North East Portland neighborhood residents.

Metro is embarking on a project to review and update the current First Opportunity Target Area program. This review will include an opportunity to engage the historic community within the FOTA, younger generations of FOTA families, and other community stakeholders. The outcome of this project will be a set of key recommendations for the MERC Commission to consider in their deliberations on how to be most effective with the FOTA 23 years after its creation.

## III. PROPOSED SCOPE OF WORK/SCHEDULE

MERC is seeking proposals from qualified firms who can work and collaborate with staff and MERC Commissioners to accomplish the following body of work:

- Research and document legislative history and potential process for amending current policy
- Research and document results/impact of current policies and identify strengths, weaknesses, opportunities and threats
- Work with Metro data resource center and other resources to obtain current and /or historic demographic and economic data needed to inform this project work
- Research existing public policies for best practices related to the areas of hiring and contracting with underserved communities.
- Develop a framework for policy enhancement recommendations
- Frame discussion issues for stakeholders
- Identify stakeholder audiences for outreach
- Coordinate and facilitate discussions among stakeholders/staff/commission liaisons and document key points and issues
- Make key recommendations to general manager for policy recommendation development
- Coordinate and / or facilitate policy discussions with MERC Commission/Metro Council and staff based on stakeholder feedback
- Document final policy enhancement recommendations

The successful proposer will incorporate the outcomes from the above work into the following deliverables:

- Project Report including;
  - Executive summary
  - Historic review of policy and recommendations regarding policy amendment process

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- Research on current policy (SWOT)
- Economic and demographic data identifying low-income and diverse populations within FOTA and the region
- Examples of existing public policy in the areas of minority hiring and contracting
- Summary of policy questions and issues facing stakeholder audiences
- Key outcomes from stakeholder interactions
- Key recommendations for policy makers to consider
- Presentation of the report to MERC Commission and / or Metro Council with power point

The term of the contract is anticipated to be October 2013 through June 2014. MERC intends to award this project to one firm.

#### IV. QUALIFICATIONS/EXPERIENCE

Proposers shall have a minimum of five years' experience in the following areas:

- (1) interpreting demographic and economic data
- (2) convening community stakeholders and facilitating discussion groups
- (3) working with underserved communities on issues of significance to the community
- (4) working on politically sensitive policy issues

#### V. PROPOSAL INSTRUCTIONS

##### A. Submission of Sealed Proposals

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

Metro Procurement Services  
Attn: Angela Houck RFP 2476  
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 MERC 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 MERC in evaluating the Proposal. All questions relating to this RFP should be addressed to [bidsandproposals@oregonmetro.gov](mailto:bidsandproposals@oregonmetro.gov). Any questions, which in the opinion of MERC, warrant a written reply or RFP addendum will be furnished to all parties receiving this RFP. MERC will not respond to questions received after 3:00 pm on September 27, 2013.

##### D. Information Release

All Proposers are hereby advised that MERC 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 MERC from all claims arising from such activity. In Accordance with Oregon Public Records Law (ORS 192), proposals submitted will be considered part of the public record, except to the extent they are exempted from disclosure.

##### E. Minority, Women and Emerging Small Business Program

In the event that any subcontracts are to be utilized in the performance of this agreement, the Proposer's attention is directed to Metro Code provisions 2.04.100, which encourages the use of minority, women and emerging small businesses (MWESB) to the maximum extent practical. Metro Code 2.04.100 is available at

[http://library.oregonmetro.gov/files//chap2.04\\_clean\\_eff.\\_042111\\_revised\\_version\\_081711.pdf](http://library.oregonmetro.gov/files//chap2.04_clean_eff._042111_revised_version_081711.pdf)

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F. First Opportunity Target Area (FOTA) Program

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

### VI. PROPOSAL CONTENTS

The proposal should contain no more than seven (7) 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: 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.
- 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 sub-consultant 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.
  - MERC First Opportunity Target Area (FOTA) program - Demonstrated commitment to FOTA program including specific steps to provide employment and contract opportunities to FOTA residents, and past performance and experience with FOTA program. Follow this link for information about MERC's First Opportunity Target Area: <http://www.oregonmetro.gov/index.cfm/go/by.web/id=6094>

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### 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 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; MERC 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.

## VII. GENERAL PROPOSAL/CONTRACT CONDITIONS

- A. Limitation and Award: This RFP does not commit MERC to the award of a contract, nor to pay any costs incurred in the preparation and submission of proposals in anticipation of a contract. MERC 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 MERC before reimbursement of services can occur. Payment shall be made by MERC 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 MERC is evaluating the proposal.
- D. Conflict of Interest. A Proposer filing a proposal thereby certifies that no officer, agent, or employee of MERC or MERC has a pecuniary interest in this proposal or has participated in contract negotiations on behalf of MERC; 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 MERC 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. MERC 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).

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## 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, MERC reserves the right to enter into negotiations with the next highest ranked Proposer.

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

	Percentage of Total Score
Project Work Plan/Approach	
1. Demonstration of understanding of the project objectives	10
2. Performance methodology	10
Project Staffing Experience	
1. Project consultant/staff experience	15
2. Similar project experience	15
Budget/Cost Proposal	15
1. Projected cost/benefit of proposed work plan/approach	
Diversity in Employment and Contracting	25
1. Work Force Diversity, Diversity in Contracting, Diversity of Firm, FOTA	
Sustainable Business Practices	10
1. 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 MERC. Appeals must be submitted to General Manager of Visitor Venues, 600 NE Grand Avenue, Portland, Oregon 97232 and must state the specific deviation of rule or statute in the contract award. MERC 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 MERC 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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MERC Contract No. XXXXXX

THIS AGREEMENT is between Metro Exposition Recreation Commission (MERC), an appointed commission of Metro, 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 MERC'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.** MERC 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 MERC 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

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

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

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

5. **Indemnification.** Contractor shall indemnify and hold MERC, 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 MERC and for any claims or disputes involving subcontractors.

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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 MERC, 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 MERC request, Contractor shall promptly provide MERC with an electronic version of all Work Products that have been produced or recorded in electronic media. MERC and Contractor agree that all work Products are works made for hire and Contractor hereby conveys, transfers, and grants to MERC 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.

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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 MERC, informing MERC 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 MERC.

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 MERC. 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 MERC.

9. Right to Withhold Payments. MERC shall have the right to withhold from payments due to Contractor such sums as necessary, in MERC's sole opinion, to protect MERC 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 MERC's written consent.

13. Termination. This Agreement may be terminated by mutual consent of the parties. In addition, MERC 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 MERC 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. MERC 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

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MERC Contract No. XXXXXX

MERC, 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 MERC to enforce a provision of the Contract is not to be construed as a waiver by MERC 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 NE Grand Ave  
Portland, Oregon 97232  
503-797-1791 fax

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

CONTRACTOR

METROPOLITAN EXPOSITION RECREATION  
COMMISSION

By \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

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MERC Contract No. XXXXXX

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

Contractor shall perform the above work for a maximum price not to exceed XXXXXXXX AND XX/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 MERC's payments to Contractor shall equal the percentage of the work Contractor accomplished during the billing period. Contractor's billing invoices shall include the MERC 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 MERC contract number shall be referenced in the email subject line. Contractor's billing invoices for services through June 30 shall be submitted to MERC by July 15. Payment shall be made by MERC on a Net 30 day basis upon approval of Contractor invoice.