

BEFORE THE METRO CONTRACT REVIEW BOARD

FOR THE PURPOSE OF EXEMPTING FROM)	RESOLUTION NO. 02-3158A
COMPETITIVE BIDDING REQUIREMENTS)	
AND AUTHORIZING RELEASE OF RFP)	Introduced by Mike Burton
02-1004-ZOO FOR PBX REPLACEMENT)	Executive Officer
AT THE OREGON ZOO)	

WHEREAS, The Oregon Zoo is interested in purchasing a new or replacement phone system (PBX Private Branch Exchange), and

WHEREAS, the current PBX system has exceeded its reasonable lifetime and capacity, and

WHEREAS, it is essential to evaluate cost, capacity, and reliability of the proposed replacement systems in order to acquire the most advantageous replacement PBX system for the Oregon Zoo, and

WHEREAS, Metro Code section 2.04.054(c) authorizes, subject to ORS 179.015, the use of alternative contracting practices that take into account market realities and innovative contracting methods which are consistent with the public policy of encouraging competition, and

WHEREAS, the Metro Contract Review Board finds that the request for proposal (RFP) process is unlikely to result in favoritism in the awarding of this public contract and also finds that the RFP process will not substantially diminish competition for this public contract and will provide substantial cost savings to Metro, and

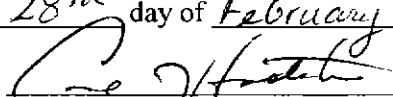
WHEREAS, this resolution is submitted by the Executive Officer for consideration of the Metro Contract Review Board for approval; now, therefore,

BE IT RESOLVED That the Metro Council, acting as the Contract Review Board,

1. Adopts the findings as set forth in Exhibit A, which is incorporated by reference into this Resolution as if set forth in full, and
2. Based upon such findings, exempts from competitive bidding requirements and authorizes the request for proposal competitive process for the Oregon Zoo's contract for purchasing a replacement PBX system, and
3. Authorizes the Executive Officer to negotiate the best possible contract terms and conditions with responsive proposers and to execute a contract, and
4. Amends the current CIP document to include the PBX replacement project as attached as Exhibit C, and

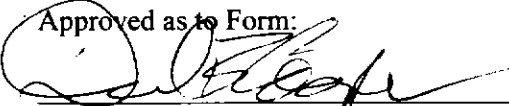
5. Authorizes the issuance of RFP 02-1004-ZOO, attached as Exhibit B.

ADOPTED by the Metro Contract Review Board this 28th day of February, 2002.



Carl Hostick, Presiding Officer

Approved as to Form:



Daniel B. Cooper, General Counsel

EXHIBIT A
FINDINGS OF FACT SUPPORTING
THE USE OF COMPETITIVE SELECTION PROCESS
FOR THE PBX REPLACEMENT

ORS 279.015(1) requires, with certain exceptions, that all public contracts be based on competitive bidding and, under ORS 279.029, awarded to the lowest responsive and responsible bidder. ORS 279.015(2) permits the Metro Contract Review Board, Metro's public contract review authority, to grant, under certain conditions, specific exemptions from the requirement for competitive bidding resulting in contract award to the lowest responsive and responsible bidder.

After review and discussion with interested parties, Metro staff have determined that the request for proposal process is the best process for supply of a PBX replacement system and recommends its use. ORS allows use of the request for proposal method if appropriated findings of fact are addressed and supported by the Contract Review Board. ORS 279.011(5) defines findings and includes specific information that should be addressed. A public hearing will be held before these findings are finally adopted, allowing the opportunity for all interested parties to comment.

I
BACKGROUND

The Oregon Zoo's current PBX was installed in 1993 as a used system. Since that time the capacity of the system has been upgraded and expanded to maximize its service. There are increasing demands on the PBX and no further expansion of the system is possible. The hardware has surpassed its reasonable lifetime and the software has been maximized to its full capabilities. The Oregon Zoo is requiring qualified vendors to submit their best proposal for a new, used, or replacement PBX system that is cost effective, increases capacity to allow for future growth, provides operational reliability, and dependable service.

The Zoo desires to negotiate with the responsive proposers in a number of areas such as equipment, materials, and service.

II A
FINDINGS REGARDING FAVORITISM, COMPETITION, AND COST SAVINGS

ORS 279.015(2) requires that an agency make certain findings as a part of exempting certain public contracts or classes of public contracts from competitive bidding. ORS 279.015(2)(a) requires an agency to find that. *It is unlikely that such exemption will encourage favoritism in the awarding of public contracts or substantially diminish competition for public contracts.* Metro Contract Review Board finds that exempting the PBX Replacement Request for Proposals (RFP) from competitive bidding and authorizing a negotiating process will not inhibit competition or encourage favoritism. This finding is supported by the following facts:

- A) Solicitation Advertisement: Pursuant to Metro Code 2.04.044, the PBX Replacement RFP solicitation will be advertised in at least two newspapers. In addition, solicitation documents will be available through Metro's website page highlighted contracting opportunities, as well as mailed to known telecommunication system distributors. This solicitation process is designed to encourage competition and to discourage favoritism.

- B) Full Disclosure: To ensure full disclosure of all project requirements and thereby avoid favoritism, the RFP solicitation package will include:
- 1) Detailed Description of the Project
 - 2) Contractual Terms and Conditions
 - 3) Negotiation Process
 - 3) Selection Process Description
 - 4) Evaluation Criteria
 - 5) Complaint Process and Remedies
- C) Selection Process: The Selection Process will include the following elements to avoid favoritism:
- 1) Proposals will be evaluated for completeness and compliance with the requirements listed in the RFP.
 - 2) Proposals considered complete and responsive will be evaluated under the criteria of the RFP.
 - 3) Proposals will be independently scored by the voting members of the Selection Committee made up of non-Metro experts in the field telecommunication systems.
 - 4) The responsive proposers will be selected for negotiation.
 - 5) Metro staff will negotiate terms, conditions, donations, equipment, and price with the top ranked firm.

Unsuccessful proposers will be given the opportunity to appeal the award in accordance with Metro Code.

II B FINDINGS REGARDING SUBSTANTIAL COST SAVINGS

ORS 279.015(2) requires that a public agency make certain findings as a part of exempting certain public contracts or classes of public contracts from competitive bidding. ORS 279.015(2) requires an agency to find that: *The awarding of public contracts pursuant to the exemption will result in substantial cost savings to the public contracting agency.* This finding is supported by the following facts:

- A) Negotiation and RFP Process: Early opportunity to negotiate will result in higher quality decisions by the Zoo staff. Cost and pricing options for materials, equipment, maintenance, and service can be viewed with greater certainty and knowledge. The opportunity to negotiate these options will promote the most favorable terms possible. The RFP Process will encourage greater competition and participation, and help the Zoo achieve its goals.

IIC FINDINGS REGARDING UNIQUE PROJECT

- A) Unique Project: Purchasing a PBX system is a unique project. Special knowledge, equipment, and materials are required. Furthermore, due to the complex technology of these systems, a consultant has been hired to assist with writing this request for proposal and the evaluation/negotiation process.
- B) Agency Capacity: Metro staff are experienced in the use of this contracting method. Their experience will ensure that the contract is administered appropriately, and that the potential savings and benefits possible through use of this process will accrue to Metro.

II D
FINDINGS REGARDING INDUSTRY PRACTICES

It is common industry and governmental practice to use request for proposals when purchasing a PBX system. Recent public entities to use this competitive approach rather than a bid or state contract include Washington County, Cleanwater Services (formerly Unified Sewer District), Bend/La Pine School District, and Oregon City Schools.

EXHIBIT B
Request for Proposal
RFP 02-1004-ZOO
PBX Replacement
for
Oregon Zoo



February 25, 2002

4001 S.W. Canyon Rd.
Portland, Oregon 97221

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SECTION 1 – NOTICE TO PROPOSERS

Sealed proposals will be received by **Judy Case at the Oregon Zoo** hereinafter referred to as "**Purchaser**", at:

Gate B
4001 S.W. Canyon Rd.
Portland, Oregon 97221

Proposals are due by 11:00 am local time March 20 , 2002. Proposals received after this time and date will be returned unopened. Proposals will not be publicly opened at the time of receipt.

Briefly, the work for this project shall be executed under a single contract and include voice switching and voice messaging systems.

Proposals must be submitted in writing on the Proposal Forms supplied in Sections 9 through 15 of the Proposal documents or acceptable alternates if mentioned.

PROPOSAL DOCUMENTS

Hard copies of the proposal will be available to proposers on February 25, 2002. A fee of 10 cents per page will be charged for hard copies of the RFP. Electronic copies of this proposal are available at no charge.

This proposal has been prepared by Northwest Information Services, Inc. (NIS), Lincoln Center, 10300 S.W. Greenburg Road, Suite 280, Portland, Oregon 97223, 503-246-8585.

IMPORTANT DATES

Public notice	2/25/2002
Release of this RFP	2/25/2002
Mandatory Pre-Proposal Meeting (1)	3/6/2002
Last date/time to submit questions	3/13/2002
Proposal Due Date and Time	11:00 A.M. 3/20/2002
Proposer Selection Award Date	3/28/2002
Project Initiation Meeting	April 2002
Commencement of Work	May 2002
Installation complete, ready for cutover	Last week in May 2002
Cutover	Last week in May 2002

The pre-proposal meeting (vendor conference) is mandatory and will be held at the Oregon Zoo. Potential suppliers not in attendance at the pre-proposal meeting will not be given further consideration in this process.

Please notify Randy Whitworth via e-mail at "whitworthr@metro.dst.or.us": if you are planning to attend the pre-proposal meeting.

REJECTION OF PROPOSALS

The receipt of proposals from the **Proposers** does not obligate the **Purchaser** in any way.

The right is expressly reserved to reject any and all proposals or any portion of any and all proposals not in compliance with all prescribed proposal procedures and requirements and may reject all proposals if, in the judgment of **Purchaser**, it is in their best interest to do so.

No Proposer may withdraw his proposal after the date set for the receipt thereof and before award of the Contract, unless award is delayed beyond sixty (60) calendar days from proposal due date.

BOND REQUIREMENTS

Proposers shall be required to furnish a bid deposit equal to \$500.00. Bid deposit may be in the form of cashier's check or certified check drawn on a bank in good standing, or a Bid bond issued by a surety authorized to conduct such business in the state of Oregon (A sample bid bond is attached as an appendix to this RFP). The deposit shall serve as a guarantee that the Proposer will not withdraw the Proposal for a period of sixty (60) days after Proposal opening, and if awarded the Contract will execute the Metro contract and furnish all bond(s) as required and within the time frame specified herein.

The Attorney-in-Fact (Resident Agent) who executes any bond on behalf of the Surety must attach a notarized copy of his/her Power of Attorney as evidence of his/her authority to bind the Surety on the date of execution of the bond.

The successful Proposer shall be required to provide a performance bond equal to 100% of the contract sum. Successful Proposer must use the Performance Bond Form attached as an appendix to this RFP, not a Surety Company form.

All provisions of the Oregon Revised Statutes (ORS) are specifically included by reference.

SECTION 2 – PROJECT OVERVIEW

OVERVIEW AND BACKGROUND INFORMATION

The Oregon Zoo is located in the west hills of Portland on a 64-acre site. As the most popular paid attraction in the state, the Zoo is expected to draw 1.1 million visitors this fiscal year. The mission of the Oregon Zoo is to inspire our community to create a better future for wildlife and to provide visitors a unique educational and recreational opportunity to experience wildlife in a naturalistic setting.

The Zoo serves as a regional cultural and recreational resource, enhancing the quality of life and assisting in economic development as a tourist attraction and community asset. The Zoo is also an important educational resource, providing learning opportunities for people of all ages. Over 93,000 school children visit the Zoo on school-sponsored field trips annually.

The Oregon Zoo contributes to the conservation of wildlife by educating the public regarding conservation; continuing to research and improve husbandry techniques, exhibit environments, animal management, and captive propagation; cooperating with appropriate American Zoo Association Species Survival Plans and other conservation efforts to house and breed endangered and threatened species.

PURCHASER'S OBJECTIVES

1. The new system shall be as stable (99.99% up-time) as current PBX technology.
2. Proposers to propose least cost, best application fit alternative.
3. Obsolescence is avoided during the depreciation period that exceeds eight years.
4. Time is of the essence with implementation expected on or about May 31, 2002.
5. High responsiveness to user applications.
6. Minimize any new investment in additional structured cabling at this time.
7. Retain 3 digit dialing at the Oregon Zoo.
8. Provide complete integration with the new voice mail system.
9. Obtain a trade-in allowance and removal of the existing Mitel 200 PBX, voice mail system and obsolete telephones from successful Proposer. (See add alternative 6)

OREGON ZOO - CURRENT MITEL PBX MATRIX

Card/Equipment	# Of Cards	Ports/card	Total Ports	Ports Used	Open Ports
Universal Card:	1				
DTMF Receivers,		8	8	8	0
MOH		1	1	1	0
Page		2	2	2	0
Console Module		1	1	1	0
DS1 Formatter T1 Card	1	24	24	24	0
* Additional T1 card for growth	1	24	24	24	
CO Trunk Card	1	4	4	3	1
ONS Line Cards	5	12	60	60	0
8 station Line Cards (ONS)	29	8	232	230	2
COV Line Card	1	6	6	6	0
Superset Line Card (COV)	9	8	72	71	1
Digital Line Card	1	12	12	3	9
Slots assigned to Phantom #s (12 ports or 2 slots could be recovered)	3	6	18	17	1
Phones Digital Super sets	3				
Analog Superset 4	60				
Analog single line sets	290				
Emergency Elevator phones	5				
Voice Mail system specs					
Voice Mail	4	4	16	16	0
Total Voice Mail Boxes	389				
Voice Mail boxes telephone cover to	208				
Information Voice Mail boxes	43				
Voice Mail boxes that telephones do not cover to	138				

Notes:

* additional new hardware to be installed with the system and may or may not be connected to the PSTN at time of system install

1. The current hardware/software is at Release 1003.
2. The voice mail was upgraded approximately one year ago to meet Y2K requirements with new hardware and software, but the COV integration is the original integration interface.
3. The current expansion for this system is limited to about 20 phones. This will require the deletion of most of the phantom routing extensions so that to leave voice mail, the caller will dial the voice mail system and then enter the extension number.
4. There are several telephone stations that have experienced static or other intermittent failures in the past year. To eliminate the cable plant as the cause of this static the Oregon Zoo has had an independent contractor verify these connections. See attachment 3 for the detail of these stations and the results of the cable plant testing.
5. The analog single line sets that are currently in use will be used with the new PBX. It will be the responsibility of the successful proposer to connect the new PBX to the existing analog telephones.

SCOPE OF PROJECT

The selected *Proposer* will implement its proposed system in compliance with specifications included in SECTION 8 - SPECIFICATIONS of this RFP. These specifications are preliminary and quantities are subject to change.

It is the intention of *Purchaser* to secure proposals for a "turnkey" project for the complete new or replacement system for station review, programming, installation, testing, user training and placement into operation according to a schedule that complements the *Purchaser's* requirements. The successful proposer will replace the PBX and all digital telephone sets. The new or replacement system must use the existing analog telephone sets.

The Oregon Zoo is interested in implementing a new or replacement system in the most cost effective fashion. The Oregon Zoo will consider proposals that use components from the existing Mitel SX 200 system. In the case of any proposal that uses any equipment from the current configuration, other than the analog telephones, the proposer must clearly identify all exception to the requirements that this proposal does not fully satisfy.

Additionally the Oregon Zoo will consider a used telephone system that the suppliers may have available that fit the requirements of this RFP. It is the expectation of the Oregon Zoo that any used equipment carry a full one-year warranty and maintenance program as called for in the RFP.

It is the expectation of the Oregon Zoo that the new or replacement system and telephone sets will function correctly in all locations that currently have telephones installed.

Since the copper cable plant at the Oregon Zoo is limited it is a requirement that all telephone sets run over a single pair of wires.

Purchaser expects the selected Proposer to perform a complete cutover from the existing Mitel SX 200 Software Release 1003 to the replacement system with minimal disruption to the facility users. The new system must mirror the three digit internal dialing in use by the current system.

Additionally the proposer will provide specifications and pricing for a remote location to be located in Clackamas County, Oregon to be connected to the main PBX at the Oregon Zoo. This option will have the ability to use the all the features available at the zoo including but not limited to:

- > Dialing plan
- > Call forward
- > Call coverage
- > Voice Mail

Telephone at the remote location will appear to the users as if they were physically connected to the main Zoo PBX.

Proposer's implementation plans shall include user training in advance of cutover, coordination with the LEC and *Purchaser's designated* staff. The implementation plans will require cutover scheduling at night during a weekend when the Zoo is normally closed. The Proposer will include any premium cutover charges in the install price of the new system.

The Proposer will supply a back out plan to be used in case the cutover to the new system fails for any reason. Purchaser will approve said plan prior to system cutover.

SECTION 3 - INSTRUCTIONS TO PROPOSERS

INTRODUCTION

GENERAL COMMENTS

1. Please make the proposal as concise as possible, while including all the required information and proposal forms. Any proposals that do not contain all required information may be considered non-responsive and be eliminated from final consideration.
2. Use enclosed forms for proposal response. Read and comply with all format guidelines. Noncompliance with these guidelines may result in disqualification.

PROPOSAL PROCEDURES

PROPOSAL SUBMISSION

1. **Purchaser** requires one (1) original and two copies of written, sealed proposals.
2. **Purchaser** requires one electronic copy of the proposal.
3. Proposals may be delivered to the address listed below during work days, 7:30 AM to 3:30 P.M. Local time:
Judy Case,
Contracts Consultant,
Gate B
4001 S.W. Canyon Rd.
Portland, Oregon 97221
4. All proposals shall be in writing and in a sealed envelope or box addressed as specified above and including the name and address of the Proposer identifying the subject matter of the proposal on the outside of the envelope or box.
5. **Proposers** are required to submit a single proposal based on their expertise and analysis of the requirement in this RFP. The Oregon Zoo will evaluate all proposals based on the evaluation criteria called out in this RFP. It is the responsibility of the proposers to submit a response to this RFP using the alternative that best fits the applications and cost objectives of the Zoo.
6. All proposals shall be submitted to the office designated herein for the receipt of proposals on behalf of **Purchaser**. *Proposals received after the specified hour will not be considered.*
7. The right is expressly reserved by **Purchaser** to reject any and all proposals or any portion of any and all proposals not in compliance with all prescribed proposal procedures and requirements and **Purchaser** may reject all proposals if, in the judgment of **Purchaser**, it is in **Purchaser's** best interest to do so, and new proposals may be called for.
8. The RFP response is to include
 - a) All the proposal forms contained in the RFP
 - b) A positive statement of all exceptions to the RFP. If the proposer has no exceptions to the RFP conditions or requirement the response must so state.
 - c) All forms must contain the proposers company name in the prescribed area.
 - d) Proposals are not to include a copy of the original RFP document.

QUESTIONS AND ANSWERS

All questions pertaining to this Request for Proposal shall be directed via e-mail or fax to:

Randy Whitworth
whitworthr@metro.dst.or.us - FAX 503-226-2786

Questions must be received by 2/13/2002 by 4:30 P.M. and answers will be provided by 2/15/2002. The Oregon Zoo will not respond to questions received in any form written or verbal other than e-mail to the address provided above. All questions and answers will be provided back to all proposers as part of the clarification process.

PROPOSAL SECURITY

Proposals will become the property of the *Purchaser*; as such information in each response will be shared with employees of the *Purchaser*, and other persons who will be involved in the proposals evaluation and project implementation. If there is information in the proposal that the respondent considers proprietary, it must be noted in the proposal.

PROPOSAL WITHDRAWALS

All requests to withdraw or resubmit a proposal must be made in writing to *Purchaser* any time prior to the time of the proposal opening.

No respondent may withdraw a proposal within 60 days after the RFP due date.

EXCEPTIONS

Exceptions to any part of the requirements stated in this request must be clearly identified as "Exceptions". The stated exceptions and any alternatives offered must be included in SECTION 10 – PROPOSAL FORMS of this response.

PROPOSAL OPENING

Proposals received prior to the due date will be kept secure and unopened. *Purchaser* shall determine when the specified due date and time for proposals has arrived. No proposal received thereafter will be considered and all such proposals will be returned to the respondent unopened.

No responsibility will attach to *Purchaser* for premature opening of a proposal not properly addressed and identified.

PROPOSAL ACCEPTANCE

Purchaser reserves the right to accept or reject any or all proposals and waive formalities or irregularities in the process. A proposal once submitted shall be deemed final and binding on the Proposer, and shall constitute an offer to enter into a contract upon the terms set forth in the proposal.

EVALUATION CRITERIA

Evaluation of proposals will be based on criteria defined in ATTACHMENT 2 – EVALUATION MATRIX.

CLARIFICATION OF RESPONSES

Purchaser or its representative reserves the right to obtain clarification of any point in the Proposer's proposal or to obtain additional information if necessary to properly evaluate a particular proposal. Failure of a Proposer to respond to such a request for additional information or clarifications could result in rejection of that firm's proposal.

PROPOSAL RESPONSE AND SIGNATURE

The response must be made on the "PROPOSAL FORMS." Proposer's original of proposal shall be signed in the applicable spaces with ink or indelible pencil, as follows:

1. In the case of an individual Proposer, by such individual Proposer.
2. In the case of a partnership, the name of the partnership must appear upon such proposal, and it shall be signed in the name of such partnership by an authorized agent.
3. In the case of a corporation, the proposal will be signed by the president or other authorized agent, and there shall be set forth, under the signature of such agent, the name of the office he/she holds or the capacity in which he/she acts for such corporation.
4. Proposal envelope or box must have proposal title and related information (as specified in "proposal submission procedure") conspicuously printed on the outside. Proposals not so marked may be accidentally opened and the proposal may be thus disqualified.

VALID RESPONSE TIME

Each proposal shall state on the "PROPOSAL FORMS" the period of time for which it is valid. All proposals must be firm for a minimum of 120 days from the due date of the proposal. Prices quoted by the selected Proposer must remain valid for the duration of the project.

COST OF BID

This request for proposal does not commit Metro to pay any costs incurred by any Proposer in the submission of a proposal, or in making necessary studies or designs for the preparation thereof, or for procuring or contracting for the items to be furnished under the request for proposal.

WARRANTY

The Proposer shall represent and warrant that they are sufficiently informed regarding all issues affecting the performance of the work or the furnishing of the labor, supplies, material or equipment called for in the specifications; that the Proposer has checked their proposal for errors and omissions; that the prices stated in their proposal are correct and as intended by them are a complete and correct statement of their prices for performing the work or furnishing the labor, supplies, materials or equipment required by the agreement documents.

In entering into an agreement with the Proposer, the *Purchaser* is relying on the Proposer's skill and judgment in selecting and providing the proper goods and any applicable services for *Purchaser's* particular use. The Proposer warrants to the *Purchaser* and its successors in interest that the goods and any services covered hereby will correspond with the description of the same in the proposal, will conform to all applicable specifications, will be of the best quality unless otherwise specified, will be fit for the purpose for which they are to be used and will conform in all respects both in the manufacture and use thereof with all applicable safety orders or regulations of city, county and state where the goods are to be used. The Proposer also warrants that said goods are free and clear of all liens and encumbrances whatsoever, and that the Proposer has a good and marketable title to same, and Proposer agrees to hold the *Purchaser* and its successors in interest free and harmless against any and all claims to said goods.

The Proposer warrants to *Purchaser* that all system components shall be free from defects of material and workmanship for *twelve (12) months from the date of cutover*.

The Proposer warrants all installation materials and workmanship to be free from defects for twelve (12) months from the date of cutover. The Proposer warrants that defective system components will be repaired or replaced at the sole expense of the Proposer throughout the warranty period.

Copies of the warranties provided by the manufacturer of the proposed system(s) shall be included with the Proposer's proposal.

The Proposer must provide:

- Documented proof that the Proposer is an "AUTHORIZED" distributor of the proposed system(s) in good standing;
- Written certification that the Proposer currently employs factory-trained and certified engineers/technicians who will install and cut over the system(s) in accordance with the manufacturer's specifications;
- Written certification that the Proposer will continue to employ factory-trained and certified engineers/technicians who will provide on-going service according to the manufacturer's recommended level of performance; and
- Written certification that the Proposer will locally maintain a sufficient level of inventory of new, original equipment or manufacturer re-certified spare parts and components that will enable the Proposer to provide on-going service for the *Purchaser's* system(s) according to the manufacturer's recommended level of performance.

If the Proposer is not the manufacturer of the proposed system(s), the proposal shall include a copy of any document, which certifies that warranty and maintenance support for the proposed system(s) shall be provided by the manufacturer of the system(s) in the event that the vendor or distributor fails to fulfill any contractual maintenance obligations.

The person submitting the request will be responsible for its prompt delivery. Any interpretation, addition or revision to the proposed documents, or approval of materials submitted, will be only by addenda duly issued. A copy of such addenda will be e mailed or delivered to each person receiving a set of Plans and Specifications. Any addenda so issued are to be covered in the proposal and they will become a part of the contract Documents. The **Purchaser** will not be responsible for any other explanation or interpretation of the Contract documents.

APPROVAL REQUIRED

Payment of any sum hereunder by the terms hereof, and all modifications and change orders which in anyway affect the contract price shall be of no binding effect upon the **Purchaser** until approved by the Business Manager of the **Purchaser**.

EXECUTION OF PROPOSAL FORMS

Except as otherwise provided herein, proposals which are not on the forms provided, incomplete or which are conditioned in any way, or contains errors or omissions, erasures, alterations, or items not called for in the RFP, or which are not in conformity with the law, may be rejected by the **Purchaser**.

The Proposal Form invites proposals on definite Plans and Specifications. Only the amounts and information asked for in the RFP will be considered as the Proposal. Each Proposer shall propose upon the work exactly as specified and as provided in this RFP.

GENERAL CONDITIONS

A. DEFINITIONS

As used hereafter, the term "**Purchaser**" means Oregon Zoo and the term "Proposer" means the vendor selected to provide the specified system. "Representative" for the **Purchaser** shall be Northwest Information Services, Inc.

B. THE WORK

The work to be performed shall include the furnishing of all labor, materials, equipment and services necessary, or reasonably incidental to, the installation of telephone and voice mail systems and associated network hardware and software.

C. CHANGE ORDERS, DRAWINGS AND SPECIFICATIONS

The **Purchaser** shall furnish with reasonable promptness any required additional instructions, by means of change orders, drawing, or otherwise, necessary for execution of the work. The work shall be performed to conform to the additional instructions. Charges for changes shall be in accordance with the pricing schedules for "Adds and Deletes" in the specifications, or in the event of changes not specifically scheduled, as agreed upon by the **Purchaser** and Proposer.

D. OWNERSHIP OF DRAWINGS AND SPECIFICATIONS

All drawings, specifications, and copies thereof furnished by the **Purchaser** are the property of the **Purchaser**. They are not to be used on other work, either wholly or in part.

E. EMPLOYEE RELATIONS

The Proposer shall be wholly responsible for all employee relations and the **Purchaser** shall not be liable in any way for delays or claims arising through such causes.

F. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin.

G. PREVAILING RATE WAGE LAW

This project is covered under the State of Oregon Prevailing Wage Rate (PRW) laws. A listing of applicable prevailing wage rates is attached. (Appendix A). The contractor is required to pay the Oregon Bureau of Labor and Industries (BOLI) a prevailing wage rate fee. The fee consists of a minimum of \$100 or one-tenth of one percent (.001) of the contract price. It is due to BOLI within 60 days of starting work on the project, or within 10 days of receiving the first progress payment, whichever is earlier.

H. MINORITY, ESB AND WOMEN-OWNED BUSINESS PROGRAM

In the event that any subcontracts are to be utilized in the performance of this agreement, the Bidder's attention is directed to Metro Code Section 2.04.100. Copies of that document are available from the Risk & Contracts Management Division, Metro Regional Center, 600 NE Grand Avenue, Portland, OR 97232 or by calling (503) 797-1816.

I. LAWS AND ORDINANCES

All work and materials shall comply with all State of Oregon and Federal laws and tariffs, municipal ordinances, regulations, and directions of inspectors appointed by proper authorities having jurisdiction. In the event any of the conditions of these specifications violate the code for any applicable industry, then such code conditions shall prevail.

J. PERMITS AND CERTIFICATES

The Oregon Zoo has a Facilities Permit Program (FPP) for electrical, construction and similar activities. In any case where permits are required outside of the FPP the Proposer shall obtain and pay for those necessary permits and licenses required and shall post all notices required by the law and comply with all laws, ordinances, and regulations bearing on the conduct of the work specified.

On any work upon which an inspection certificate by local authorities, National Board of Fire Underwriters, or any other governing body is required, such inspection certificate or certificates shall be obtained by the Proposer, and shall be paid for by him.

The Proposer shall procure all necessary certificates of acceptance or of completion required and issued by the state, municipal, or other authorities and deliver these to the *Purchaser*; and the *Purchaser* may withhold any payment which is due or which may become due to the Proposer until the necessary certificates are procured and delivered to the *Purchaser*.

K. INSURANCE

1. Liability

The Proposer shall maintain, in insurance companies acceptable to the *Purchaser*, the equivalent of Comprehensive General Liability insurance, including manufacturers and Proposers and contingent liability coverage, with minimum limits of \$1,000,000 each person, \$1,000,000 each occurrence for Bodily Injury; and a minimum limit of \$1,000,000 for Property Damage Liability. The Proposer shall maintain "Broad Form Property Damage Liability Insurance."

2. Worker's Compensation

The Proposer shall maintain, in companies acceptable to the *Purchaser*, such Worker's Compensation insurance as will comply with all applicable statutes. The limit for Employer's Worker's Compensation Liability insurance shall not be less than \$100,000 for each accident.

3. Insurance Certificates

Insurance Certificates, or the original policies, shall be subject to approval of the *Purchaser* and shall be filed with the *Purchaser*. METRO, its elected officials, departments, employees, and agents shall be named as an ADDITIONAL INSURED. Notice of any material change or policy cancellation shall be provided to METRO thirty (30) days prior to the change

L. HAZARD COMMUNICATION

The Contractor shall be required to strictly adhere to, coordinate with Metro and document full compliance with the policies and procedures of the Oregon Occupational Health and Safety Code, OAR Chapter 437, Division 155, Hazard Communication.

Therefore, the Contractor and all subcontractors and suppliers within his control shall notify Metro and all parties to the agreement as to:

- > Hazardous materials to which they may be exposed on site;
- > Employee measures to lessen the possibility of exposure;
- > All contractor measures to reduce the risk;
- > Procedures to follow if exposed.

The Contractor shall provide Metro with all Material Safety Data Sheets (MSDS) prior to delivery or introduction of the material on site.

For further information or clarification, contact the Metro Risk Management Division at 797-1615.

M. INDEMNIFICATION

Proposer shall indemnify and hold harmless (and, at *Purchaser's* request, defend) *Purchaser* and all other persons and organizations cooperating in the conduct of the organization known as *Purchaser* and each of their employees, representatives, agents, and partners (each of which persons and organizations are indemnities) from and against any and all claims, loss, damages, liabilities, costs, expenses or obligations whatsoever, for or in connection with injury (including death) or damage to any person or property, resulting from or in any way connected with Proposer's performance hereunder or any default by Proposer or breach of its obligations hereunder.

N. MATERIAL AND APPLIANCES

Unless otherwise stipulated, Proposer shall provide and pay for all materials, labor, tools, equipment, transportation, and other facilities necessary for the performance and completion of the work. Proposer shall verify present and planned conditions at the buildings, particularly door openings and passages, to avoid building any items too large for openings. Any pieces too bulky for existing or planned facilities shall be hoisted or otherwise handled with apparatus as required. All special handling equipment charges shall be paid by the Proposer.

SERVICES PROVIDED OR FURNISHED BY THE PURCHASER

- A. Temporary power and light required to facilitate the installation of equipment.
- B. Reasonable openings and storage space to permit scheduled delivery of equipment. Equipment will be delivered and stored at each respective installation site.
- C. Adequate Communications Room(s). The *Purchaser* will provide electrical outlets and other environmental requirements after agreement as to the requirements with Proposer. Proposer must provide detailed environmental requirements specifications to *Purchaser* for inclusion into the purchase contract. Room ready date will be as established by mutual agreements. **As part of the Proposer's proposal, a detailed electrical, space and installation requirements document must be provided for each communications closet where Proposer requires space for its proposed solution.** This plan must include enough detail to allow the *Purchaser* to assess the feasibility of installation of the Proposer's equipment.
- D. Proposer will be expected to examine space availability and provide a specific modifications list to the *Purchaser*. ***Proposers must contact Project Manager to schedule site walk-throughs needed to prepare proposals.***

ACCESS AND AUTHORITY

The work shall be available for inspection at any time by the *Purchaser* or its representatives. All materials and work not in conformity with the specifications shall be subject to rejection. All rejected work or materials shall be immediately replaced to conform to the specifications.

The *Purchaser's* representative shall have the right to order the work of the Proposer wholly or partially stopped, if, in their judgment, the materials furnished or the work being done is not in strict accordance with the provisions and specifications, or until any objectionable person or material is removed from the premises; and shall have the right to recommend to *Purchaser* that the contract be terminated for nonperformance when not being executed according to the intent and meaning of the contract, drawings and specifications. Such stoppage, suspension, or termination shall not in any way invalidate any terms of the contract, and no extra charge will be allowed the Proposer by reason of such stoppage or suspension.

If Proposer should fail to supply enough properly skilled workers or proper materials, or if he should fail to make prompt payment to subProposers or for the material or labor, or disregard laws or ordinances, or otherwise be guilty of a violation of any provision of this Contract, then *Purchaser* may, without prejudice to other right or remedy, upon written notice to Proposer, terminate the Contract and finish the work by whatever method *Purchaser* may deem expedient. If a dispute arises regarding termination of this Contract *Purchaser* shall not be liable for default in payment as provided in the Proposer's Sales and Installation Contract.

CUTTING AND FITTING

No cutting, notching, drilling or altering of any kind shall be done to the building by any Proposer without first obtaining permission from the *Purchaser*.

BUILDING REPAIRS

Proposer shall be liable and responsible for any building repairs required by reason of this work and caused by negligence of its employees. Repairs of any kind required will be made and charged to the Proposer. Proposer shall take the necessary precautions to protect the building areas adjacent to its work.

CLEAR AWAY and EQUIPMENT REMOVAL

Proposer shall conduct its work in such a manner as to minimize disruption of *Purchaser's* operations. Throughout the progress of the work, the Proposer shall keep the working areas free from debris of all types, and remove from the premises all rubbish resulting from any work being done by the Proposer. At the completion of its work, the Proposer shall leave the premises in a clean and finished condition and be responsible to remove the obsolete PBX and voice mail system as directed by the *Purchaser*.

SUPERVISION

Proposer shall assign a competent Project Manager acceptable to *Purchaser* who will represent the Proposer during the installation of equipment or building modifications. This Project Manager will be on the project throughout its entirety. If the Project Manager is removed by the Proposer, the new Project Manager must be acceptable to the *Purchaser*.

SUBPROPOSERS

The *Purchaser* requires that the Proposer provide direct warranty and non-warranty maintenance support without the use of subProposers. The names and addresses of all other proposed subProposers shall be furnished in writing to the *Purchaser*, and the selection of subProposers must be acceptable to *Purchaser*; and if in *Purchaser's* judgment there is any failure to perform the work in strict accordance with the specifications, the Proposer, after due notice from the *Purchaser*, shall discharge the subProposer, but this shall in no way release the Proposer from his/her obligations and responsibility under the contract.

Every subProposer shall be bound by the items and provisions of the contract documents as far as applicable to their work. Nothing contained herein shall create any contractual relation between any subProposer and the *Purchaser*.

Proposer shall be fully responsible to the *Purchaser* for the acts, errors and omissions of his subProposer(s). Insurance certificates from subProposer(s) shall be provided to *Purchaser* upon request.

SEPARATE CONTRACTS

Purchaser reserves the right to let other contracts in connection with this work, such as outside cabling, inside wiring for telephones, computers, and active electronics. The Proposer shall afford these other Proposers reasonable opportunity for the introduction and execution of their work, and shall properly connect and coordinate its work with other Proposers as required.

PUBLICITY

Any publicity giving reference to this project, whether in the form of press releases, brochures, photographic coverage, or verbal announcement, shall be only with specific written approval of the *Purchaser*.

TIME DELAY

No exception to dates shall be allowed unless prior written approval is first obtained from the *Purchaser*. If at any time after the contract has been awarded the Proposer becomes aware of possible problems that could result in delaying the agreed upon schedule, the Proposer shall immediately notify *Purchaser* by telephone, with confirmation in writing giving the cause and probable length of the delay with Proposer's recommendation for alternative action to meet the agreed upon schedule. Failure to comply with the above procedures will be a basis for determining the Proposer negligent.

Purchaser may extend the completion date. This article does not exclude the recovery of damages for delay caused by the Proposer under provisions of the Contract documents.

The filing of the Notice of Completion and/or formal acceptance of the project by the *Purchaser* does not constitute an acceptance of defective workmanship and materials in the project.

EQUIPMENT LAYOUT AND DESIGN

Proposer shall submit to the **Purchaser**, for approval, based upon a phased implementation schedule, and within 30 days prior to installation, details of all custom design pertinent to the Proposer's system. This submittal shall include, but not be limited to, the following:

- A. A detailed layout of the communications equipment rooms showing location of Proposer's equipment, required backboards, electrical outlets (including those for station equipment or other equipment not located in the telecom closet), power distribution panels and breakers, communications line connections, and environmental requirements (such as ventilation, and wall and floor finishes). This layout must be in the form of scaled floor and wall drawings in sufficient detail to allow the **Purchaser** to perform all necessary work without additional **Purchaser** design work.
- B. Anticipated wire and cable routing for each facility to be reviewed and approved by **Purchaser** prior to the commencement of cable placement.
- C. Detailed drawing of any internal modifications to any standard manufactured equipment and components used within the system.

DISTRIBUTION WIRING DOCUMENTATION

Upon acceptance of system, the Proposer shall provide the **Purchaser** with reproducible plans and other documentation showing system equipment connections. Complete information concerning the final cable routing shall also be provided. Documentation must be presented in such a manner that the **Purchaser** can, without physically auditing units or cable runs, determine the configuration of the installed system. CAD drawings are a preferred documentation form.

ACCEPTANCE CRITERIA

Prior to final acceptance, the Proposer shall perform complete system tests under the supervision of the **Purchaser** or his representative. The Proposer shall furnish all necessary test equipment and perform all work required to determine or modify the performance of the system. The work shall include, but not be limited to, the following:

- A. Test all functions at each unit and location.
- B. Adjust all equipment components for optimum quality operation.
- C. Provide **Purchaser's** personnel with complete instructions in proper operation of the system, by qualified representative of the Proposer, at a time suitable to the **Purchaser**.
- D. Provide the manufacturer's certification and Year 2000 compliance warranty for all proposed systems.
- E. Ensure that all trunking equipment is properly balanced with Network Services provided by the local telephone company for at least a period of 30 days from the date of cutover.
- F. Arrange for personnel from the local telephone company and toll carriers to be available to insure that all interfaces are correct on the carrier supplied test date(s). This will include arrangements for converting, from a listing provided by the **Purchaser**, the **Purchaser's** currently assigned phone numbers to DID numbers via CO trunk services planned for PSTN access.
- G. Provide the **Purchaser** with an executed "no additional cost" contract covering the complete maintenance of the system including parts and labor, for a period of a minimum of one year from date of final acceptance.
- H. Following complete installation, testing and certification, provide **Purchaser** a letter of completion signed by an authorized representative of Proposer.

See SECTION 6 – TESTING – TEST REPORTS for additional instructions.

INSTALLATION PRACTICES

- A. In preparation for system cutover, Proposer must complete installation as specified in SECTION 8 - SCOPE OF PROJECT. Equipment shall be firmly held in place. Fastenings, supports, and hangers shall be adequate to support their loads and meet applicable seismic standards.

- B. There is only a limited amount of time the administration office may be out of communications during the installation period. Cutover must occur on a weekend beginning Friday at 5:00p.m. and ending not later than Monday, 6:00a.m. Special conversion time window must be defined within the conversion period for certain public safety related circuits.

Note: Proposer's RFP response to include a cutover plan (as an attachment to this RFP response) outline and tentative schedule of the proposed system conversion / cut over. This plan will include:

- In conformance with the RFP requirements, a list of Proposer vs. Purchaser responsibilities related to:
 - Modification of existing cabling infrastructure
 - Modification to existing network infrastructure
 - Operations and service protection
- System design changes related to the cabling infrastructure
- System design changes related to the existing network
- Any procurement requirements other than those met by the Proposer
- Proposer Project Manager name
- Proposer led coordination meetings
- Purchaser technical / administrative training
- Purchaser system user training
- Cutover schedule and process

- C. Care shall be exercised in wiring to avoid damage to wiring and equipment. Connections shall be made with approved mechanical connectors. All wiring and connectors shall be installed in strict adherence to standard communications installation practices and to federal, state or local applicable codes.
- D. The installation must conform to OSHA standards and comply with all local, City, County and State of Oregon safety codes.
- E. All station instruments shall be accurately detailed with mechanically printed station line and feature identification numbers. All stations shall have appropriate faceplates for system usage codes.
- F. Applicable fire codes will be strictly adhered to in regards to plenum ratings for cable and associated cable ties. Fire stopping will be the responsibility of Proposer in areas penetrated as a part of this project.
- G. All installed equipment must meet local requirements for seismic bracing.

WARRANTIES

In entering into a contract with the Proposer, *Purchaser* is relying on Proposer's skill and judgment in selecting and providing the proper goods and any applicable services for *Purchaser's* particular use. Proposer warrants to *Purchaser* and its successors in interest that the goods and any services covered hereby will correspond with the description of the same in the proposal, will conform to all applicable specifications, will be new and of the best quality unless otherwise specified, will be fit for the purpose for which they are to be used and will conform in all respects both in the manufacture and use thereof with all applicable safety orders or regulations of city, county and state where the goods are to be used. Proposer also warrants that said goods are free and clear of all liens and encumbrances whatsoever, and that Proposer has a good and marketable title to same, and Proposer agrees to hold *Purchaser* and its successors in interest free and harmless against any and all claims to said goods.

Final payments shall not become due until the Proposer submits to the *Purchaser* the following:

- A. An affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work for which the *Purchaser* or his property might in any way be responsible, have been paid or otherwise satisfied.
- B. Consent of surety, if any, to final payment.

PATENTS, TRADEMARKS AND COPYRIGHTS

If notified promptly in writing of any action brought against the *Purchaser* based on a claim that the equipment sold under this Sales and Installation Contract infringes a United States patent or trademark, Proposer will defend, or cause the manufacturer to defend, such action at its expense and will indemnify *Purchaser* against all costs and expenses incurred and damages awarded in any such action, provided that Proposer shall have sole control of the defense of any such action and all negotiations for its settlement or compromise. In the event that a final injunction shall be obtained against *Purchaser's* use of any equipment sold hereunder by reason of

infringement of a United States patent or trademark, Proposer, at its option and at its expense, either will procure for **Purchaser** the right to continue using the equipment, to modify the same so that it becomes non-infringing without loss of any functions, or grant **Purchaser** a credit for such equipment reasonably depreciated and accept its return.

Proposer shall not have any liability to **Purchaser** under any provision of this paragraph if any patent or trademark infringement, or claim thereof, is based upon the use of the equipment in combination with machines or devices not sold by Proposer, or in a manner for which the equipment was not designed. This paragraph states the entire liability of Proposer with respect to infringement of patents or trademarks by the equipment sold hereunder or any part thereof or by the use of such equipment.

PURCHASE PAYMENT SCHEDULE

Proposer will be issued phased installation Purchase Order releases. The payment schedule will be net 30 days after the following events:

- A. Ninety percent (90%) of the total purchase price of each phase of the system upon the completion of the cutover of that phase of the system, based on the installation schedule, as preliminarily specified in SECTION 8 - SPECIFICATIONS, and in the purchase agreement with Proposer.
- B. Ten percent (10%) of the total purchase price for each phase of the system upon final acceptance by **Purchaser**. See SECTION 6 - TESTING - Final Acceptance of Equipment.
- C. Change Orders
 1. All change orders for **Purchaser** authorized additions, deletions, or changes made to the systems prior to cutover shall be paid according to A and B above based on installation date. In the case of a price reduction as a result of change orders, the Proposer will refund with the final invoice any prepaid amounts of the reduction in cash.
 2. Proposer will submit with final invoice, lien and tax release documentation. The Purchaser will not make final payment for each system without this documentation.

SECTION 4- GENERAL REQUIREMENTS

GENERAL REQUIREMENTS contains information and requirements that apply to the work specified herein.

WORK INCLUDED

This section covers the general work necessary to furnish and install the following:

- A. Voice switching systems specified for each site for the *Purchaser* and a centralized voice messaging system.
- B. Add alternatives requested by *Purchaser* in writing.
- C. Coordinated network changes with involved local exchange carriers

SUBMITTALS DURING CONSTRUCTION

The Proposer shall submit to the *Purchaser* shop drawings indicating rack/bay face layout not less than 5 days (weekends and recognized holidays excluded) before the scheduled work begins. The Proposer will proceed with the installation only after approval from the *Purchaser*.

TECHNICAL QUALIFICATIONS

MANDATORY: Three customer references and systems installed specifying those with equipment of similar size and version/release date of that proposed by Proposer in this RFP response: In the event subProposers are named in this project, like references are required for each subProposer.

- A.
 - 1) At least two installed and supported by Proposer's local organization.
 - 2) One or more may be an installation of Proposer's umbrella organization (distributor, parent company, etc.) or that the manufacturer has installed.

Provide the following information for each reference:

- 1. Reference Customer Organization Name
- 2. Date of initial installation
- 3. Company Name of installing Proposer
- 4. Description of voice system installed: Manufacturer, size (trunks, stations), if networked, how networked, associated peripherals.
- 5. Contact Name, address, phone number, E-mail, Fax number.
- 6. A brief synopsis of how this reference is comparable to the proposed system for this RFP.

Note: Failure to furnish three qualified references will disqualify Proposer's proposal.

- B. Submit a copy of any manufacturer's certification program(s) awarded to Proposer.

SCOPE

A. All materials and equipment installed under this contract shall be new, unused, free of defects, and of current manufacture. In the case of used or upgraded equipment the proposer must state this on the proposal form "Voice System Pricing Summary" and "Voice Mail System Price" Equipment and materials will carry Underwriters Laboratory certification if required by local, state or national codes. Where the proposal calls for use of any components from the existing system the response forms and exceptions must clearly call out all instances where the system does not fully meet the requirements.

B. The Proposer shall conduct a site survey to ascertain the exact physical and electrical conditions in the equipment rooms, and to become familiar with the physical environment. Purchaser will provide space in the telecommunications closets for the installation of each voice switching system platform location.

C. A significant portion of the structured cabling infrastructure is or will be in place and labeled at both ends with closet, patch panel and port numbers for services. Proposer is responsible for conducting a site survey to determine the applicability of the *Purchaser's* existing, and/or scheduled construction, cabling infrastructure to the Proposer's proposed voice switching system technology. Proposer shall be responsible for grooming the cross connects at the MPOP to the assigned stations on existing house cable and include the cost of preparation in SECTION 13 – PRICE PROPOSAL FORM.

CONTRACT DOCUMENTS

The contract documents, such as drawings, schedules and specifications are used to describe the required telecommunications systems. The drawings and schedules depict, in general, application-dependent data while the narrative/specifications, in general, define broader requirements, such as overall quality. Each type of document is described in more detail below.

A. PHYSICAL LOCATION

The location of existing Equipment and Riser IDFs as well as the telecommunications outlets, where available as some sites will not yet be defined, will be provided during the vendor conference and scheduled site survey, where available and per design drawings as completed.

B. SCHEDULES

Refer to SECTION 1 – NOTICE TO PROPOSERS "Important Dates".

C. SPECIFICATIONS

The Proposer shall follow all specifications herein. In case of conflict between drawings and specifications, the latter shall prevail unless authorized in writing by the *Purchaser*.

QUALITY ASSURANCE

A. REFERENCE STANDARDS

This section references the latest revisions of the following documents. In case of conflict between the requirements of this section and those of the listed documents, the more stringent shall prevail.

Reference	Title
ANSI/IEEE 802.3	CSMA/CD Access Method and Physical Layer Specifications
ANSI/IEEE 802.3i	Physical Layer Specifications for 10Mbps Transmission over Twisted Pair Cable
ANSI/TIA/EIA-568-A	Commercial Building Telecommunications Wiring Standard
EIA/TA 569	Commercial Building Standard for Telecommunications Pathways and Spaces
EIA RS-310-C	Racks, Panels, and Associated Equipment
UL 94	Tests for Flammability of Plastic Materials and Parts in Devices and Appliances
ANSI/ICEAS-80-576-1988	Communications Wire and Cable for Wiring of Premises
TIA/EIA-607	Commercial Building Grounding and Bonding Requirements for Telecommunications
UL1863	Standard for Communication Circuit Accessories (Wire and Jacks)
ANSI/ICEA S-83-596-1988	Standard for Fiber Optic Premises Distribution Cable
ANSI/EIA/TIA 492AAA (Ref. B1.18)	Detail Specification for 62.5mm Core Diameter / 125 mm Cladding Diameter Multimode Optical Fibers

LAWS AND REGULATIONS

This section references the latest revisions of the following documents. In case of conflict between the requirements of this section and those listed documents, the requirements of the listed documents shall prevail.

Reference	Title
NEC (NFPA 70)	National Electrical Code
UBC	Uniform Building Code (State of Oregon edition)
UL	Underwriters Laboratories Inc.

Unless otherwise specified, electrical equipment and material shall be listed and labeled for the purpose for which it is used by Underwriters Laboratories (UL). This requirement may be waived only if a UL listing is not available for this type of product. Telecommunications cables are acceptable if UL approved.

SECTION 5 - EXECUTION

GENERAL

Manufacturer's installation instructions and requirements shall be strictly adhered to in the telecommunications equipment installation, fabrication and testing process. Where conflicts arise between the requirements of this specification and the manufacturer's installation instructions, the *Purchaser's* representative, Northwest Information Services, Inc. shall be consulted for resolution.

MAIN EQUIPMENT ROOM, INTERMEDIATE CLOSETS, HORIZONTAL CLOSETS

Equipment shall be installed by the Proposer to satisfy the specific requirements of this contract. Proposer and Purchaser shall jointly compile the data concerning the stations to be wired from these equipment rooms. Before installing equipment, the Proposer shall perform a physical inspection of the state of each closet, in order to confirm backboard and rack placement.

TERMINATION AND INSTALLATION

All termination and installation of equipment and software shall be performed by a technician who has either successfully completed the manufacturer's training course(s) for this type of work or has successfully completed such a training program offered by an authorized distributor of the equipment and software.

GROUNDING

Grounding shall meet applicable NEC Articles 250 and 800 requirements and practices except where other authorities or codes may impose a more stringent requirement or practice. All racks and cable trays will be bonded to a known, code compliant source of ground with a #6 AWG "green" cable.

SECTION 6 - TESTING

GENERAL

The Proposer shall provide all tools and instruments used to test the installed telecommunications equipment and software. Test instruments used by the Proposer shall be suitable for the purpose at hand, and shall be of industry-recognized manufacture. Tools leased by the Proposer are acceptable, provided the operator of the test instrument(s) has a sufficient degree of operational awareness to use the rented instrument(s) correctly and obtain test data that is both accurate and relevant.

VOICE SWITCHING SYSTEM EQUIPMENT

The Proposer shall undertake testing of all voice equipment, at each site, in accordance with specifications provided in SECTION 8 - SPECIFICATIONS.

TEST REPORTS

The Proposer shall establish and provide test procedures for the installation and verification of compliance. All forms shall be neatly completed and legible when submitted and include: test performed, result, tester, and date and time of test. A representative test plan format is provided in ATTACHMENT 1- REPRESENTATIVE ACCEPTANCE SHEET.

STANDARD OF PERFORMANCE AND FINAL ACCEPTANCE OF EQUIPMENT

Final acceptance of the system will be made after completion of the installation and after the vendor has demonstrated to the *Purchaser's* satisfaction that it has complied with all of the requirements of this RFP document, as well as the system having operated trouble free for 30 days at completion of the complete installation of the system.

The Proposer shall provide an acceptance test procedure to the *Purchaser* and perform complete system tests under the observation of the *Purchaser* or his representative. The Proposer shall furnish all necessary test equipment and perform all action required to determine or modify the performance of the system to meet specified functions.

SECTION 7 GENERAL PROVISIONS

DOCUMENTATION

The entire System Operations, Service and Software Manuals for the equipment as of the date of manufacture of the system, are included in this contract by reference. Proposer will provide an instruction sheet/booklet for each telephone, console, and voice messaging box installed plus an additional 50% extra copies.

PRICES

- A. Proposer's proposed prices shall apply to the system installation (labor and materials) during the first 12 months from the date of execution of the contract resulting from this RFP.
- B. Proposer must provide pre-cutover and post-cutover prices for modular add on items (i.e. line cards, telephones, etc.) in the form provided with the "Price Proposal Form" in. Proposer price increases for modular add-on items purchased after 12 months from the date of execution of the contract shall not exceed the "U.S. Cities Average" annual rate of inflation, for that annual period, as calculated and reported by the Federal Reserve Bank.

FCC REGISTRATION

All active electronics shall bear a FCC registration number and meet the specifications as listed with the FCC. Active electronics shall include, but not be limited to, telephones, call control platforms, voice processing telephone network interface cards, PBX/KTS switching matrix, common equipment cards, DSU/CSU equipment, and all other equipment connected to or supported by the telephone and voice messaging systems.

ADA AND HEARING AID COMPATIBILITY

All equipment must comply with applicable Americans with Disabilities Act (ADA) requirements. In addition, all handsets must be certifiably compatible with hearing aids as outlined in FCC 92-217.

SERVICE LEVEL AGREEMENT

Proposer and **Purchaser** will execute a Service Level Agreement (SLA) that establishes Proposer's responsibilities, performance metrics and cost penalties for non-performance. Elements of the SLA will include; a) Service order processing; b) Billing for components and services; c) Training; d) Maintenance Response times (MTTR). The following is a detailed review of required **Maintenance Response** elements of the SLA:

Standard Maintenance (non-emergency) must be available from 8 a.m. to 5 p.m. 5 days per week basis. Non-emergency response time shall be within one business day of the request for service.

Emergency response shall be as follows:

An emergency is defined as follows:

- A. An attendant position is incapable of answering or passing calls.
- B. A majority of any group of toll or central office trunks or system extensions is inoperative.
- C. A majority of lines or stations within the system or within any department are inoperative.
- D. Any other problem identified as an emergency by **Purchaser**.
- E. A substantial portion of the voice messaging system is inoperative - cannot answer or send messages.
- F. The automated attendant feature is substantially inoperative.

The Proposer's emergency response will be as follows:

- A. Appropriate technical personnel contacts **Purchaser** via telephone or messenger within 1 hour to indicate immediate commencement of problem resolution.
- B. Appropriate remote access to begin identification of system problem within 2 hours.
- C. Appropriate technical personnel on site with necessary tools to begin problem resolution within 4 hours.

MAINTENANCE CONTRACTS AND SPARES

After the first year warranty period, the **Purchaser** desires the option of time and materials maintenance or maintenance contract on a year-to-year basis, depending on circumstances. Proposer's maintenance contract shall be included as a separate item and included as an attachment to SECTION 13 – PRICE PROPOSAL FORM.. Proposer is requested to provide pricing for maintenance contracts and labor rates in SECTION 13 – PRICE PROPOSAL FORM - Maintenance Contract Labor – Add Alternative 3.

SECTION 8 - SPECIFICATIONS

GENERAL

Technical specifications are divided between MANDATORY and DESIRABLE capabilities of the proposed system(s). **Proposers** must demonstrate the ability to provide installation, maintenance and support of MANDATORY capabilities of their proposed solution. DESIRABLE features are those, which the **Purchaser** desires to consider for inclusion in the contract. Proposers must detail any costs of desirable capabilities proposed in SECTION 11 – SUMMARY OF PROPOSAL. **Proposer** must provide a positive statement of all exceptions to this RFP. If the **Proposer** can meet all the requirements and has no exceptions to any other requirement called for in this RFP they must so state.

SWITCHING EQUIPMENT SPECIFICATIONS

Purchaser is interested in obtaining the best technology to serve its voice switching requirements. This RFP requires the **Proposer** to propose the technical solution they deem best suited to meet the requirements called out in this RFP.

Proposer shall submit for each configuration it proposes in SECTION 12 – BASE PROPOSAL – SYSTEM CONFIGURATIONS, SECTION 13 – PRICE PROPOSAL FORM.

MANDATORY CAPABILITIES

Each mandatory capability is presented and explained with the **Proposer's** response in the proposal forms. SECTION 11 – SUMMARY OF PROPOSAL. Any additional description or clarification of **Proposer's** capability to satisfy these requirements must accompany the proposal forms responses. **Proposer** will provide exception detail to any of the requirements marked as "No" or "Partial".

DESIRABLE CAPABILITIES

Each desirable capability is presented and explained with the **Proposer's** response in the proposal forms. SECTION 11 – SUMMARY OF PROPOSAL. Any additional description or clarification of **Proposer's** capability to satisfy these requirements must accompany the proposal forms responses.

SITE AND CONSTRUCTION CONDITIONS

The **Proposer** or his/her authorized agent is to inspect the sites of the work required to meet the specification herein. The signing of his/her proposal by the **Proposer** is an acceptance of the conditions at the sites of the work currently available, and the **Proposer** will be held responsible for the completion of all of the necessary work in accordance with the Plans and Specifications. Not all facilities will have construction or remodeling completed at the time of **Proposer's** inspection. **Proposer** will be provided construction drawings and specifications for any applicable incomplete construction locations not available.

SECTION 9 - SAMPLE MATERIAL LIST FORM

Facility: _____ Equipment Type: _____

Equipment is: (check one)

- New _____
- Used _____
- Uses components of the existing system _____

Item	Manufacturer	Part Number	Required
Base System Cabinet			
Digital Line Card			
Analog Message Waiting Line Card			
Power Fail Transfer Unit			
Voice switching system Software			
CSU			
Other Components			

NOTE: A material list form is required listing all items proposed by Proposer. A detailed parts listing from a manufacturer's auto quote/auto configurator system is an acceptable and preferable alternative to the form above.

Material lists must be segmented and referenced to each cost item in SECTION 13 PRICE PROPOSAL FORM.

SECTION 10 - PROPOSAL FORM:

Submitted By;

Address

City, State, Zip

Contact Name

Contact Phone Number

Contact Fax Number

Contact E-mail Address

WEB Page if applicable

- _____: A corporation organized and existing under the laws of the State of Oregon; or
- _____: A corporation organized and existing under the laws of the State of _____ and is/is not registered to do business in the State of Oregon as a foreign corporation; or
- _____: A corporation organized and existing under the laws of the State of _____; or
- _____: A partnership consisting of, _____, partners; or
- _____: A sole proprietor;

hereinafter called the Proposer.

"The undersigned acknowledges that he/she has received and familiarized himself/herself with the following":
(Signature block is in SECTION 15 AUTHORIZED SIGNATURE AND CERTIFICATIONS Page 44.

Telephone Systems Upgrade RFP Package dated February 25, 2002

Agenda

Number: _____ Dated: _____
Number: _____ Dated: _____
Number: _____ Dated: _____

The undersigned acknowledge that they have familiarized themselves with this entire RFP and accept all provisions or have presented a listing of any exceptions accompanying this proposal.

The undersigned further acknowledge that they have visited the sites and familiarized themselves with current and anticipated local conditions affecting the cost of the work at the place where the work is to be performed. In submitting this proposal, the undersigned agrees:

To furnish all material, labor, tools, expendable supplies, and all utility and transportation services Necessary to perform and complete in a workmanlike manner, all of the Work required for complete Installation and completion as specified in and in accordance with the documents prepared by Northwest Information Services, Inc. for the consideration hereinafter set forth.

To hold said Proposal open for ninety (90) calendar days after the due date of the Request for Proposals.

To submit all qualifications and references as stated in this package.

To begin and complete work at the site selected by the Purchaser as set forth in SECTION 2 – PROJECT OVERVIEW – Scope of Project.

SPARE PARTS

The Proposer presently has and will continue to maintain an adequate supply of spare parts, either new or remanufactured, in a local Portland Oregon or immediate vicinity location. Said spare parts will be available and used as part of an ongoing maintenance program to remedy any failure in the proposed system during the expected life cycle of the system being proposed.

STATEMENT OF UNDERSTANDING AND COMPLIANCE

Instructions: Proposers are to indicate in the second column their understanding and compliance with each of these items. Where the item calls for specific information such as 3.2 the answer may be inserted into this table under the question or requirement. If the proposer is not in compliance a detailed description of non-compliance must be included in the exceptions section of the response.

Item	Page	Understand and Comply, Yes or No
SECTION 1 - NOTICE TO PROPOSERS	5	
PROPOSAL DOCUMENTS	5	
IMPORTANT DATES	5	
REJECTION OF PROPOSALS	5	
BOND REQUIREMENTS	6	
SECTION 2 - PROJECT OVERVIEW	7	
OVERVIEW AND BACKGROUND INFORMATION	7	
PURCHASER'S OBJECTIVES	7	
SCOPE OF PROJECT	8	
SECTION 3 - INSTRUCTIONS TO PROPOSERS	9	
INTRODUCTION	9	
GENERAL COMMENTS	9	
PROPOSAL PROCEDURES	9	
PROPOSAL SUBMISSION	9	
QUESTIONS AND ANSWERS	9	
PROPOSAL SECURITY	10	
PROPOSAL WITHDRAWALS	10	
EXCEPTIONS	10	
PROPOSAL OPENING	10	
PROPOSAL ACCEPTANCE	10	
EVALUATION CRITERIA	10	
CLARIFICATION OF RESPONSES	10	
PROPOSAL RESPONSE AND SIGNATURE	10	
VALID RESPONSE TIME	10	
COST OF BID	11	
WARRANTY	11	
COMPLETENESS OF RESPONSE	12	
CONTRACT NEGOTIATIONS	12	
CONTRACT DOCUMENTS	12	
ORDER OF PREFERENCE	12	
TERMS AND CONDITIONS	12	
AWARD OF CONTRACT	12	
ADDITIONAL PROVISIONS	12	
INTERPRETATION OF CONTRACT DOCUMENTS AND APPROVAL OF MATERIALS	12	
APPROVAL REQUIRED	13	
EXECUTION OF PROPOSAL FORMS	13	
GENERAL CONDITIONS	13	

SERVICES PROVIDED OR FURNISHED BY THE PURCHASER	15	
ACCESS AND AUTHORITY	15	
CUTTING AND FITTING	15	
BUILDING REPAIRS	16	
CLEAR AWAY	16	
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TIME DELAY	17	
EQUIPMENT LAYOUT AND DESIGN	17	
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WARRANTIES	18	
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MAIN EQUIPMENT ROOM, INTERMEDIATE CLOSETS, HORIZONTAL CLOSETS	22	
TERMINATION AND INSTALLATION	22	
GROUNDING	22	
SECTION 6 - TESTING	23	
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VOICE SWITCHING SYSTEM EQUIPMENT	23	
TEST REPORTS	23	
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DOCUMENTATION	24	
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Exceptions:

The **Proposer** will describe below in detail all exceptions that they may have to any or all conditions in this proposal. If the **Proposer** does not have any exceptions please so state in this section. All exceptions must refer to the section of the proposal where the exception is noted.

SECTION 11 - SUMMARY OF PROPOSAL

VOICE SYSTEM – SUMMARY OF PROPOSAL

Proposer is to use this segment of the Price Proposal Forms to present a voice switching system based on circuit switched voice technologies to satisfy the functional specifications and requirements of **Purchaser** as defined in this Request for Proposal.

NOTE: Proposer shall provide complete information on the recommended alternative configuration to the extent **Purchaser** can evaluate the proposal. Explain in detail why the proposal is for new equipment, used equipment, or an upgrade to the existing system. Explain why this proposal will best meet the requirements of the Oregon Zoo.

Proposers are to complete this form by inserting an answer that stipulates, "YES" for full compliance, "NO" for non-compliance and "PARTIAL" for near compliance where applicable. Clarification of each answer is invited and essential for "PARTIAL" answers. If the **Proposer** has an alternative solution that will satisfy the obvious intent of the **Purchaser**, a detailed explanation is invited. Use a separate page referencing the section and item number.

Voice System Mandatory Capabilities	Yes/No/Partial
1. The voice switching system shall be the manufacturer's most recent release at time of installation. If not the most current release provide exception details.	
2. Each voice switching system platform shall be equipped with MAT (Maintenance and Administration Terminal) software that will facilitate administration of the systems through the Purchaser's WAN. Additionally, Purchaser will be supplied with MAT software that can be installed on a Purchaser supplied PC for local direct access (dial up and LAN) to any Proposer supplied switching node. The Purchaser's system administrator may also access each remote voice switching system platform via the Ethernet LAN/WAN using the MAT software provided under this proposal.	
3. Remotely accessible via modem by authorized maintenance personnel. Access should be via a single analog CO circuit.	
4. Any station cable required of Proposer shall be in place prior to the installation of this system.	
5. Emergency elevators telephone either Viking 1600 series or equivalent must be provided for all elevators. Emergency call forward features to be implemented as part of the project.	
6. All voice switching systems must integrate with a centralized Voice Messaging system to the extent that the system will automatically set a visual message waiting indication on the subscriber's telephone set (at all networked sites) (or provide an audible signal if no visual message indicator is available on the telephone set), directly forward callers to voice mail boxes when a telephone extension is busy or not answered and enable caller transfer from the Voice Messaging system to any extension on the Purchaser's network.	
7. The proposed system shall support the flexibility to accommodate growth anticipated of 10% per year for five years.	
8. All end user customer training, to include the preparation of a training room, if required (i.e.. extra wiring, set-up), to be included in the proposal. Training shall be provided at each facility or at a central location if requested by Purchaser .	
9. Basic system administration training for two personnel to be included in proposal. The level of training should include items like station relocation, class of service changes, changes to speed call list, pick up group changes, hunt group changes, Voice Mail administration and any other components installed under this proposal.	
10. It will be the responsibility of the Proposer to provide a detailed, written toll fraud prevention plan and certify that all aspects of the plan have been met with each system installation and via system network links.	
11. Provide information and pricing for manufacturer provided training in system administration and database programming. See SECTION 13 – PRICE PROPOSAL FORM - Voice system Manufacturer Provided Training – Add Alternative 4.	
12. Utilizing the Purchaser's WAN with Ethernet interface; the voice switching system platform shall be capable of integration with a call accounting system. The Proposer must define this functional capability. The Proposer is requested to propose such a call accounting system in SECTION 13 – PRICE PROPOSAL FORM – Voice system Manufacturer Provided raining – Add Alternative 2.	

Voice System Mandatory Capabilities	Yes/No/Partial
-------------------------------------	----------------

- | | |
|--|--|
| 13. E 9-1-1 and 9-1-1 calls from any telephone within the proposed systems must be capable to identify the physical address of the calling station to the PSAP upon implementation of optional PSALI trunks and PSALI database update services. The Proposer shall optionally propose this capability. Purchaser will determine an implementation schedule for this service upon completion of all major phases. Voice services for positive CLID physical location, from each facility, to the PSAP during the phased implementation will be via autonomous Centrex lines. See SECTION 13 - PRICE PROPOSAL FORM - Voice system PSALI Support – Add Alternative 5. | |
| 14. The system shall offer virtual extension capability enabling an extension user to log onto any designated station terminal and that station will function with that logged on user's profile, including MWI and COS (class of service). | |
| 15. The system shall provide a call accounting system to enable the Oregon Zoo to monitor and charge back long distance calls. | |
| 16. The ability to access the overhead paging system (assumes voice switching system platform integration to an appropriately equipped paging system) from any telephone set attached to the PBX, but requiring the user dial a security code for access. Standard 600 ohm trunk port configured for dial access or equivalent. | |
| 17. A system capability that enables the system administrator to define and configure "virtual" TNs (Terminal Numbers) with no associated physical hardware. With this capability, the Purchaser can define Directory Numbers and Terminal Numbers without having the required telephone sets. The feature must support directing incoming calls to physical and or "virtual" TNs with "call forward" type programming capabilities. Proposer has provided a detailed explanation of the functionality of this capability as an attachment to this proposal. | |
| 18. Proposer will be responsible for coordination of voice services conversion processes with the serving Local Exchange Carrier during cutover. This will include validation of turn-up of all new facilities, re-routing of telephone numbers and post-cutover validation of the specified dial plan and call routing. | |
| 19. Proposer will be responsible for conducting a station review, documenting the station locations, verifying the station placement plan with the Purchaser prior to cutover of services. | |
| 20. Telephone sets shall be the most recent manufacturer's software release at time of installation. The exceptions section of the proposal must clearly provide details if any of the telephones are or have been previously been used. | |
| 21. Proposer will be responsible for placing and testing each telephone set and verifying it's proper functionality. | |
| 22. Proposer will be responsible for verifying analog station ports for facsimile, modems, etc. functionality. | |
| 23. The system shall provide DID (Direct Inward Dial) capabilities. | |
| 24. A methodology for managing calls in the event of a power failure exceeding the battery backup capacity. | |
| 25. Support for Centralized Attendant Services (CAS) and Network Attendant Services (NAS). Displays call processing status, directory and related information windows for call control and monitoring. | |
| 26. Attendant PC Workstation Optional Capability | |
| 27. All end user customer training, to include the installation of a training room, if required (i.e., extra wiring, set-up), to be included in the proposal. | |
| 28. Capability for a centralized attendant including a multi-key digital telephone set suitable for attendant functions. | |
| 29. Attended Transfer a call to another station with the ability to first announce the call. | |
| 30. Ability to enter Authorization Code for Class of Service to over ride calling restrictions set on an individual station. | |
| 31. Ability to transfer a call to another station without having to contact the other station. | |
| 32. Ability to dial a set of emergency numbers like 911 without having to dial an access code, and guarantee of outside access availability. | |
| 33. Voice Mail Message Waiting Display on Telephone Set | |

Voice System Mandatory Capabilities**Yes/No/Partial**

34. Includes the facilities provisioning and costs in SECTION 13 – PRICE PROPOSAL FORM – Voice Mail System Price to equip the voice switching system platform with VMS (Voice Mail System) circuits.

37. Access codes for making long distance calls can be used from any phone at the Zoo.

38. The ability to switch to night service either on a prescheduled and automatic basis or a manual basis as the need arises.

39. Call to the Zoo security office will be routed to a "two way radio patch" during hours when the Zoo switchboard is closed.

Voice System Desirable Capabilities**Yes/No/Partial**

1) On-line access to training materials, instruction guides and system feature descriptions.

2) A web based interactive training program that may be implemented on the *Purchaser's* web server which may be accessed by telephone users to learn or re-learn system applications, features or instructions on how to use the telephone system features including voice mail, automated attendant, telephone set feature keys, call forwarding, etc.

3) A networking capability enabling *Purchaser's* Clackamas "Condor Breeding" location users to make and receive calls within the *Purchaser's* Oregon Zoo local extensions and maintain existing voice mailboxes at the centralized voice mail system at Zoo PBX.

4) A program commonly referred to as "train the trainer" will be provided to train *Purchaser's* staff personnel who will be ongoing trainers of other *Purchaser* employees on the applications and use of the proposed system.

5) A wireless telephone set upgrade option. (Example – 900MHz or 2.4GHz)

6) The ability to receive a voice page (intercom call) over the telephone set speaker even if call receiving is restricted or disabled by the user having selected call forwarding.

7) Display telephone sets offer the capability to mask password digits dialed such as for voice mailbox access or long distance account codes.

8) The programmable ability to direct calls to a phone during a non-restricted schedule, but restrict calls during a pre-determined schedule of hours by forwarding them to voice mail.

9) Ethernet LAN interface for system administration and future CTI applications

10) Unanswered calls can be forwarded to voice mail, attendant, another extension or group, or to an outside number. Coverage conditions should be configurable differently for inside and outside calls.

11) Call Duration Indication

12) Call Forwarding, Calls can be simultaneously forwarded to another extension or outside number.

13) Call Hold

14) Call Hold Return, Notification of a call that has been left on hold for too long.

15) Call Park, Park a call to a common area so it can be retrieved from another phone station.

16) Call Restriction, Ability to define sets of numbers that stations will not have access to unless overridden by an authorization code.

17) Display telephone sets offer the capability to mask password digits dialed such as for voice mailbox access or long distance account codes.

18) Call Waiting, Indication of additional call events, and the ability to toggle between calls.

19) Caller ID

20) CTI Call Control and Information for PC Workstations, PC application for Windows 95/98/NT to provide call control and display directory information.

21) Distinctive Inside / Outside Ringing

22) Do Not Disturb, Calls will not ring and transfer immediately to voice mail or coverage.

23) Extensions List, visual display of all extensions on the system.

24) Group Call Pick up, Pick up an undetermined ringing station from another station.

25) Group Extensions and Ringing, Groups of stations can have the same extension number.

26) Individual Call Pick up, Pick up a specific ringing station from another station.

27) Multiple Call Handling, Ability for a single station to handle of 10 or more simultaneous calls.

28) Multiple Extension Assignments per Station

29) Optional Music on Hold

Voice System Desirable Capabilities	Yes/No/Partial
30) Mute	
31) Personal Telephone Directory	
32) Recent Callers List and Call back	
33) Redial	
34) Storage/ Memory of Conference Party Phone Numbers,	
35) Three or more Party Conferencing	
36) Transfer Indication, Indication of where incoming call has been transferred from	
37) Variable Ring Sound. Ability to distinguish between the sounds that the ring makes.	
38) Visual Indication of Parked Calls and Time on Park	
35. Redundancy of the central hub switching voice switching system platform) to meet at a minimum:	
a. Redundant CPU such that a single CPU failure will not cause a loss of calls or ability to establish calls.	
b. Power supplies such that no single power supply failure will cause total system failure; power supply failure should not impact more than a single shelf or module.	

Voice Mail System Mandatory Capabilities	Yes/No/Partial
1. Centralized System Initially equipped with 16 ports and sufficient storage to accommodate toe voice mail boxes described in the configuration.	
2. Expandable to meet the Zoo growth parameters.	
3. LAN/WAN based access for system administration. The Voice Mail system shall be equipped with Maintenance and Administration software that will facilitate administration of the systems through the <i>Purchaser's</i> WAN. Additionally, <i>Purchaser</i> will be supplied with software that can be installed on a <i>Purchaser</i> supplied PC for direct access to the Voice Mail system from any port on the <i>Purchaser's</i> LAN/WAN	
4. The VMS will automatically set a visual message waiting indication on the subscriber's telephone set (at the host system site and remote switch sites) or if the telephone set is not equipped with a visual indicator, then stutter dial tone must be provided to indicate to the user that a message is waiting.	
5. Station users may directly forward callers to voice mailboxes when a telephone extension is busy or not answered.	
6. Callers forwarded to the VMS will be able to press a DTMF key to escape to an operator or to the automated attendant for accessing another extension.	
7. Automatic Overnight Maintenance.	
8. Toll Fraud control capabilities. Proposer will explain plans available to enable the system administrator to manage toll fraud risks.	
9. Automated Attendant with at least the following capabilities:	
9.1. Single digit menu selection.	
9.2. Supports multiple automated attendants, accessible manually by dialing a mailbox number or automatically resulting from the voice switching system call routing routines.	
9.3. Automatic Time of Day, weekend, holiday scheduling of after hours call processing with separate greeting options for time scheduled call handling which will be automatically selected.	
9.4. DID addressable, multiple alternate automated attendant scenarios. For example a department in the <i>Purchaser</i> may create its own, unique and separate automated attendant scenarios by programming an Automated Attendant mailbox with its own menu choices such as transfer to another extension, mailbox or even a speed dial code	
9.5. Call screening option, assignable as a class of service feature.	
9.6. Single key or multi-key options. Programmable to enable callers to enter an extension or limit callers to only a single key choice from a menu.	
9.7. A capability for the system administrator to establish informational mailboxes with single digit exit options to other mailboxes or pre-designated extensions and/or the ability for the caller to access an automated attendant directory and dial a specific extension.	
9.8. Callers can bypass the mailbox holder's greeting by pressing a single DTMF key.	

Voice Mail System Mandatory Capabilities	Yes/No/Partial
10. Multiple directory groups, one for each department with Automated Attendant capabilities	
11. Backup and restore capabilities	
12. Future upgradability to Unified (Universal) Messaging	

13. The Proposer will assist **Purchaser** with the initial design and implementation of the voice mail system including recommended administration policies, automated attendants and announcement-only message boxes.

Voice Mail System Desirable Capabilities	Yes/No/Partial
1. High reliability/fault tolerance	
2. Text-to-speech option	
3. Off line database administration. (Proposer should describe ability of the system to import and export directory database for off-line creation update and administration.)	
4. Future upgrade to a VPIM compliant platform	
5. Integrated Fax Mailbox option	
6. Multi-lingual mailbox option	
7. Voice Recognition option.	

Extensions and Telephone Sets

Purchaser will select telephone sets from the Proposer's proposed set types. Proposer shall include a detailed description, photographic representation and feature specification of each telephone set proposed in SECTION 11 – SUMMARY OF PROPOSAL.

Describe structured cabling specifications for deployment of digital telephone sets:

Voice System Structured Cabling Requirements	Response
1. Proposer's maximum distance limit from voice switching system platform	
2. Proposer's proposed system is line powered, yes/no/other (if no or other, describe fully with attached document)	
3. Proposer's minimum structured cabling required (specify i.e. - Cat 6, Cat 5e, Cat 5, Cat 3, 24 gauge, 22 gauge, other. If other describe with attached document)	
4. Is home run to port on voice switching system required by Proposer? (Yes, no, other – if not yes, explain no or other on an attached document.)	

Implementation schedule.

Proposers are requested to provide a schedule of implementation including physical installation of hardware, software programming, testing, training and cutover.

SECTION 12 – BASE PROPOSAL -SYSTEM CONFIGURATIONS

Provide and install voice switching systems, and any modifications or additions to the cable infrastructure, according to the physical configurations and capacities provided below

All installations will be based on *Purchaser* supplied wiring that will be either certified and tested Category 5e or existing inside wiring that currently supplies existing telephones. Proposer will cross-connect its voice switching system platform supply to *Purchaser* supplied 110/66 blocks.

<i>Oregon Zoo PBX Configuration</i>	Equipped (2)	Wired (3)	Maximum (4)
----- DS1 – Pt2Pt T1			
----- DID Trunks			
----- Ground Start Trunks			
----- Analog Station Ports Local Ext's			
----- Digital Station Ports			
----- Voice Mail System Ports			
----- Paging Interface Ports (See Note 1)			
----- Power Failure Transfer Port			
----- Attendant Consoles			

Note 1: Proposer to specify if the paging port interface is supported by a standard trunk port, it can be one of the Analog Trunks specified.

Note 2 - "Equipped" means the voice switching system platform is equipped to serve the quantity indicated at the time of cutover.

Note 3 - "Wired" means the voice switching system platform is wired to accept expansion via additional hardware and/or software to serve the total quantity indicated.

Note 4 - "Maximum" means the voice switching system platform is expandable to the quantity indicated without replacement of the primary cabinet or expansion cabinets but requires only expansion by the addition of hardware and/or software.

SECTION 13 - PRICE PROPOSAL FORM

BASIC VOICE SWITCHING SYSTEM

NOTE: Proposer shall provide complete information on the configuration to the extent **Purchaser** can evaluate the configuration proposed on SECTION 12 – BASE PROPOSAL – SYSTEM CONFIGURATIONS. SECTION 13 – PRICE PROPOSAL FORM and SECTION 13 – PRICE PROPOSAL FORM.

The Voice Switching Equipment is: (check one)

- New
- Used
- Uses components of the existing system

Complete the following price proposal forms for the base system configuration. Use additional sheets for explanations as needed.

<i>Voice Switching System Price Summary</i>	<i>Base System (1)</i>	<i>Install & Programming (2)</i>	<i>Total (3)</i>
TOTALS			

- 1) Base Price for Common Equipment includes all equipment for initial installation except telephone sets.
- 2) Installation, including all work to define system programming requirements, coordination and programming of coordinated dialing plan, training, maintenance, etc. Define the numbers of training and support hours available to the Zoo during the first year of operation.
- 3) Sum of Base System and Installation/Programming.

Station Equipment and Expansion

Price each type of telephone and/or hardware/software option for feature or port expansion available. Exact number of each type of telephone to be purchased will be determined at the time of contracting. This form is strictly to establish pricing for each item offered by the Proposer. Note: **Purchaser** has listed specific types of telephone sets but requires that Proposer present its pricing for every "proprietary" telephone set it offers. Attach additional sheets for telephone sets offered, but not listed here.

VOICE SYSTEM STATION EQUIPMENT, PORT EXPANSION	Quantity	Pre Install Price	Post Cutover Price¹
Added extension number range	100 ext.		
Telephone Sets - Single Line – Analog	1		
Telephone Sets - Single Line – Digital	1		
Feature Phone with display, Hands-free and 9 or more feature keys	1		
Feature Phone with display, Hands-free and 16 or more feature keys.	1		
Feature Phone with display, Hands-free and 25 or more feature keys	1		
Key-based expansion module with 24 or more busy lamp field keys	1		
Attendant Console	1		
IP telephone Set. With display and Hands-free. Basic Set (Assumes availability of station cable.)	1		
IP telephone Set. With display and Hands-free. Advanced Features Set (Assumes availability of station cable.)	1		
Other IP Telephone (Soft Phone, etc)			
Other IP Telephone (Soft Phone, etc)			
Analog CO Trunk Cards (Each)	1		
DID Trunk Cards	1		
E&M Trunk Cards	1		
Station Cards			
Single line Analog (Each)			
#Stations	1		
Station Cards			
Single line Digital (Each)			
#Stations	1		
Digital Trunk Cards (DS-1)	1		
IP Telephone Station Card			
Note the number of IP station ports served from each common equipment card.	1 Ports =		
Loud Bell/Chime	1		
Phone/Headset – Wireless (Provides the ability to walk away from the desk phone while talking)	1		
Phone/Headset – wireless (Allows ability to make and receive calls from wireless unit)	1		
Headset – (Style 1)			
Noise Canceling - (Describe - Monaural, Binaural, over ear, over head, etc.	1		
Headset -(Style 2)			
Noise Canceling - (Describe - Monaural, Binaural, over ear, over head, etc.	1		

¹ Refer to SECTION 7 GENERAL PROVISIONS - PRICES for price guaranties for phased labor and materials implementation dates beyond 12 months from the execution date of the contract.

VOICE SYSTEM STATION EQUIPMENT, PORT EXPANSION	Quantity	Pre Install Price	Post Cutover Price¹
Headset -(Style 3) Noise Canceling - (Describe - Monaural, Binaural, over ear, over head, etc.	1		
Cable run CAT5e	1		
Other	1		
Other	1		
Other	1		
Other	1		
Other	1		

Remote Voice Switching System (Not Included in Price Quoted Above)	Quantity	Pre Install Price	Post Cutover Price
Remote system at Clackamas Condor facility with 5 analog phones			

(Use Continuation Sheet if Necessary)

Voice system Call Accounting System – Mandatory Alternative	Yes/No/Partial
Proposers are invited to propose a centralized Call Accounting system including hardware and software, or software only when applicable, which will interface to a CDR (Call Detail Recording) interface of the proposed voice switching system platform. The Call Accounting system should be capable of capturing the extension where the call is made or received, the destination country.ac.npa.nxxx number, the trunk circuit used, the start/stop time of the call, call duration, call purpose, account number, department, division and group membership of the extension. The cost of the call should be rated from an on-board rate table of rates used by Purchaser's LD carrier. The system should be capable of printing reports, on demand, of traffic for various purposes such as phone bill verification, network optimization and personnel management. Capacity for storing six (6) months of off net calls.	
Capable to associate traffic to ANI and DNIS data.	
Freight	
Installation	
Total	

Voice system Maintenance contract labor – Add Alternative 3	Quantity	Price
Base Price 1 year maintenance contract after year one warranty period including parts (define year 2 through 5)	1	
Base Price of training and support (by hour) after year on warranty has elapsed	1	
Hourly labor rate for installation, maintenance and repair, M-F 8:00am to 5:00 pm. Standard Rate.	1	
Minimum billing for Standard Rate Service	1	
After hours emergency service hourly labor rate. (Attach Additional Sheets as necessary to explain variations)	1	

Voice system Manufacturer Provided Training – Add Alternative 4	Quantity	Price
Price per student for manufacturer provided training in system administration and database programming.		
Estimated Travel and Per Diem per student		

Voice system PSALI Support – Add Alternative 5	Quantity	Price
Proposers are invited to propose a PSALI trunk support for E-9-1-1 services. Provide representative quantity of PSALI database records as the number of station ports served by all systems in the proposed network.		
Price per PSALI trunk, minimum of two, for the voice switching system platform.		

Voice system IP Enabled – Add Alternative 6	Quantity	Price
Provide a detailed textual description (Use product literature to supplement text description only) of how Proposer can support an IP Telephone configuration via the Purchaser's Ethernet LAN including sizing increments, capacity limitations, station cabling requirements, line speeds supported and training options.		

Voice system Trade In Allowances offered – Add Alternative 7	Quantity	Allowance
	1	
	1	
	1	
	1	
	1	
	1	
	1	
	1	
	1	
	1	
	1	
	1	
	1	
	1	
	1	
Totals		

Voice system redundancy Add alternative 8	Quantity	Price
Base price of redundant CPU		
Base price of redundant power		
Other required pricing (Explain)		
Total price for redundancy		

The Voice Mail Equipment Is: (check one)
 New
 Used
 Uses components of the existing system

Voice Mail System Price –	Quantity	Price
Base Price Common Equipment – 16 Voice Ports, Automated Attendant Includes all equipment for initial installation		
Software Licenses for number of voice mail boxes in specifications		
Freight		
Installation, Programming and Training		
Total		

Voice Mail System redundancy Add alternative 9	Quantity	Price
Base price of redundant CPU		
Base price of redundant power		
Other required pricing (Explain)		
Total price for redundancy		

Voice Mail System Growth Price –	Quantity	Price
Additional Ports		
Additional licenses for voice mail boxes		
Additional hours of storage		
Total		

SECTION 14 - TECHNICAL QUALIFICATION

Proposer: _____

Address: _____

Telephone: _____

FAX: _____

To: **The Oregon Zoo**

Attn: RFP for VOICE SWITCHING SYSTEM

As requested in the project documents, the following information is being submitted to establish the technical qualifications of this Proposer and all named subProposers. Also included are itemized material lists, one per each facility, showing quantities, manufacturer, and part numbers for all major components utilized within our proposal. (A sample reference list is attached that may be modified to meet Proposer's proposed product set.) Modifications to these lists, if awarded the contract, shall be allowed only through written approval of the **Purchaser**.

This proposal includes an introductory proposal letter that explains Proposer's proposed solutions with Proposer's assertions as to why its proposal best suits the criteria established in this RFP.

References and Qualifications

Provide three mandatory references of similar scope (as defined in SECTION 4 – GENERAL REQUIREMENTS TECHNICAL QUALIFICATIONS).

Basic guidelines:

1. Provide a description of Proposer's organization including:
 - 1.1. Base location
 - ◆ Number of Qualified technicians (and their qualifications)
 - ◆ Number of 2nd tier engineers (and their qualifications)
 - ◆ Distance of base location from **Purchaser**.
2. Attach a copy of manufacturer's certification program(s) awarded to Proposer.
3. Attach the itemized material lists for each facility and each type of equipment.
4. Return this form with authorized signature acknowledging the above criteria.

Authorized Signature: _____

Printed Name: _____

Date: _____

SECTION 15 AUTHORIZED SIGNATURE AND CERTIFICATIONS

The undersigned acknowledges that they have familiarized themselves with this entire RFP and accepts all provisions or has presented a listing of any exceptions accompanying this proposal response :
Telephone Systems Upgrade RFP Package dated February, 2002.

Addenda

Number: _____ Dated: _____

Number: _____ Dated: _____

Number: _____ Dated: _____

The undersigned proposes SubProposers as listed in a separate "Listing of SubProposers", submitted with this package.

In submitting this proposal, the undersigned agrees:

- 1) To hold said Proposal open for ninety (90) calendar days after the due date of the Request for Proposals.
- 2) To submit all qualifications and references as required in this RFP.
- 3) To furnish all material, labor, tools, expendable supplies, and all utility and transportation services necessary to perform and complete in a workmanlike manner, all of the Work required for complete installation and completion as specified in and in accordance with the documents prepared by Northwest Information Services, Inc., for the consideration hereinafter set forth.

The undersigned further acknowledges that they have visited the site(s) and familiarized themselves with current and anticipated local conditions affecting the cost of the work at the place where the work is to be performed.

In submitting this Proposal, it is understood that the right to reject any and all Proposals and to waive irregularities in the proposal process has been reserved by **Purchaser**. In addition, the **Purchaser** reserves the right to:

- 1. Award less than the total Proposal package on a site-by-site basis.
- 2. Award any combination of alternatives for individual site locations.

Dated this _____ day of _____, 2001

Signature of Proposer

Printed Name of Proposer

Address of Proposer

Authorized Officer

Telephone, including Area Code

Proposer's Checklist

- a) An executive summary letter that explains Proposer's proposed solutions with Proposer's assertions as to why its proposal best suits the criteria established in this RFP.
- b) All blanks filled in on Proposal Form
- c) THE PROPOSAL FORM IS SIGNED
- d) Addenda Acknowledged
- e) SubProposer List
- f) Materials List(s) Attached
- g) Proposer Qualification/References
- h) Proposer's detailed space and installation requirements document for each communications closet
- i) A written list of exceptions (if any) to the General Conditions
- j) Technical information describing the equipment proposed
- k) Proposer's preliminary implementation schedule per SECTION 11 – SUMMARY OF PROPOSAL Implementation schedule
- l) Documented proof that the Proposer is an "AUTHORIZED" distributor of the proposed product.
- m) Written certification that the Proposer currently employs factory-trained and certified engineers/technicians who will install and cut over the system(s) in accordance with the manufacturer's specifications.
- n) Written certification that the Proposer will locally maintain a sufficient level of inventory of new, original equipment or manufacturer re-certified spare parts and components that will enable the Proposer to provide on-going service for the *Purchaser's* system(s) according to the manufacturer's recommended level of performance.
- o) If the Proposer is not the manufacturer of the proposed system(s), the proposal shall include a copy of any document, which certifies that warranty, and maintenance support for the proposed system(s) shall be provided by the manufacturer of the system(s) in the event that the vendor or distributor fails to fulfill any contractual maintenance obligations.
- p) A positive statement that the proposer can either meet the entire requirement for a details list of any exceptions to the requirements and or description of any "No" or "Partial" answers called for in the system requirement forms.

ATTACHMENT 1 - REPRESENTATIVE ACCEPTANCE SHEET

[EXAMPLE]

Client:	
Building #:	
Inspector Name:	
Date:	
Building Name:	
Technician Name:	

Test Description	Pass/Fail	Technician	Date	Inspector	Date
Make a Test Call					
Test Attendant Console					
Test External Ringing					
Test Queue Warning Indicator					
Test Loudspeaker Paging					
Test Music on Hold					
Test Emergency Transfer					
Test Remote Site Tie Trunks					
Test 9-1-1					
Procedure – Dial Repeating Outgoing Tie Trunk					
Test Direct Inward Dialing					
Test Central Office (CO) Trunk					
Terminating Trunk Transmission Test					
Test Call Detail Recording					
Test Adjuncts					
Compare Administration and Wiring					
Test Administration Terminal					
Test Remote Administration					
Test Night Service					
Test CDR					
Test Voice Mail Administration					
Test Automated Attendant					
Test					
Test					
Test					

ATTACHMENT 2 – EVALUATION MATRIX

Date:

Re: Voice Switching System Request for Proposal

Reference	EVALUATION CRITERIA	POINTS	Proposal A	Proposal B	Proposal C
	Mandatory Elements Satisfied	Yes/No	Yes/No	Yes/No	Yes/No
	Proposal received by required date/time				
	Required original and number of copies received				
	Bid Bond				
	Materials List				
	Mandatory pre-proposal conference attendance				
	Site visit conducted				
	Hold Proposal Open 90 days				
	Addenda Acknowledged				
	Proposer Qualification/References				
	Proposal Response Completeness <input type="checkbox"/> Proposer's adherence to proposal instructions and requirements and Proposer's understanding of work to be performed. <input type="checkbox"/> An introductory proposal letter that explains Proposer's proposed solutions with Proposer's assertions as to why its proposal best suits the criteria established in this RFP.	10 points			
SECTION 14 PROPOSER QUALIFICATIONS SECTION	References <input type="checkbox"/> Management's ability to meet their commitments <input type="checkbox"/> Planning <input type="checkbox"/> Maintenance <input type="checkbox"/> Order processing <input type="checkbox"/> Status reports (keeping customer informed) <input type="checkbox"/> Accurate and timely billing <input type="checkbox"/> Expectations met or exceeded.	20 points			
SECTION 15	Company <input type="checkbox"/> Company's financial strength, stability and experience <input type="checkbox"/> Size, structure and resources	15 points			
SECTION 7 MAINTENANCE SECTION 14 PROPOSER QUALIFICATIONS	Technical Operations Organization <input type="checkbox"/> Qualified, manufacturer-certified technicians and engineers <input type="checkbox"/> Management and technician experience including installation, training and maintenance of systems and projects of comparable size and complexity <input type="checkbox"/> Second tier technical support availability <input type="checkbox"/> Location and numbers of qualified technicians	30 points			
SECTION 5 EXECUTION AND 6 TESTING	Technical Standards <input type="checkbox"/> Recognition and application of technical standards (i.e. EIA/TIA)	10 points			

SECTION 11 SUMMARY OF PROPOSAL	Base voice Switching System Mandatory Capabilities Proposer's satisfaction of Mandatory Capabilities for voice switching system platform.	30 points			
SECTION 11 SUMMARY OF PROPOSAL	Voice Messaging System – Mandatory Capabilities Proposer's satisfaction of Mandatory Capabilities for Voice Messaging	20 points			
SECTION 8 SPECIFICATIONS	Desirable Capabilities <input type="checkbox"/> QSIG <input type="checkbox"/> On-line (Internet) access to training materials, etc. <input type="checkbox"/> WEB based interactive training <input type="checkbox"/> Train the trainer	15 points			
SECTION 13 PRICE PROPOSAL FORM	Price <input type="checkbox"/> Systems and parts	40 points			
SECTION 13 PRICE PROPOSAL FORM	Total Life Cycle Costs, including Equipment and Services <input type="checkbox"/> Delivery, installation and integration <input type="checkbox"/> Maintenance (cost factors) <input type="checkbox"/> Station equipment, Port expansion	40 points			
SECTION 13 PRICE PROPOSAL FORM	Add Alternative Support and Pricing <input type="checkbox"/> Completeness and sufficiency of response to Add Alternatives requested	10 points			
SECTION 13 PRICE PROPOSAL FORM	Pricing Methodology <input type="checkbox"/> Understandable and logical, can be audited	10 points			
	TOTAL POINTS	250 points			

ATTACHMENT 3 – Cable Plant Analysis

OREGON ZOO Chronic station technical review								
Date:				Completed by:				
Ext	location	(1) Station call through (comments)	(2) "Class A" inspection	(3) Loop resistance (ohms)	(4) 1000 hz loss (db)	(5) Short freq run (db) **	(6) Steady noise (dbrnco) **	Remarks
231	Hospital	ok	ok	98.1	1.8	n/a	n/a	
232	Cascade Crest	ok	ok	73.1	0.6	n/a	n/a	
236	Education	ok	ok	77.0	0.8	n/a	n/a	
271	Africafe	ok	ok	95.4	0.8	n/a	n/a	
276	Elephants	ok	ok	129.6	1.4	n/a	n/a	
285	Birds O'Prey	ok	ok	154.3	1.6	n/a	n/a	
292	Africafe							could not locate; abandon search per Randy
302	Africafe	ok	ok	92.6	1.4	n/a	n/a	
348	Cascade Grill	ok	ok	74.1	1.0	n/a	n/a	
390	Cascade Grill	ok	ok	75.9	0.6	n/a	n/a	
468	Kiosk	ok	ok	22.9	0.2	n/a	n/a	
488	Elk Barn	ok	ok	103.1	1.1	n/a	n/a	
494	Africafe	ok	ok	94.9	1.0	n/a	n/a	
671	Old Admin Bldg	ok	ok	21.5	0.5	n/a	n/a	
713	Birds O'Prey	ok	ok	161.4	1.3	n/a	n/a	
722	Fm	ok	ok	30.4	0.4	n/a	n/a	
725	Snow Shed	ok	ok	131.8	1.9	n/a	n/a	
765	Animal Mgmt	ok	ok	95.4	1.2	n/a	n/a	
** Only complete the steady noise (5) and freq run (6) test in the event that tests 1,2,3 & 4 are found significantly abnormal.								

ATTACHMENT 4 – BID BOND

BOND NO. _____
AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that _____
hereinafter called the PRINCIPAL, and _____

_____ a corporation duly organized under the laws of the State of _____ having its principal place of business at _____ in the state of _____, and authorized to do business in the state of Oregon, as SURETY, are held and firmly bound unto _____ hereinafter called the OBLIGEE, in the penal sum of _____ DOLLARS (\$ _____), for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS PRINCIPAL IS SUCH THAT:

WHEREAS the PRINCIPAL is herewith submitting a **BID FOR** _____ said Bid, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE, if the Bid submitted by the PRINCIPAL is accepted, and the Contract awarded to the PRINCIPAL, and if the PRINCIPAL shall execute the proposed Contract and shall furnish any bond(s) required by the Contract Documents within the time fixed by the Documents, then this obligation shall be void; if the PRINCIPAL shall fail to execute the proposed Contract and furnish the bond(s), the SURETY hereby agrees to pay to the OBLIGEE the penal sum as liquidated damages, within ten (10) days of such failure.

Signed and sealed this _____ day of _____, 20____.

PRINCIPAL

By: _____

By: _____
Attorney-in-Fact

ATTACHMENT 5 - NOTICE TO ALL BIDDERS

The public contract included herein is a standard agreement approved for use by Metro's General Counsel. This is the contract the successful bidder will enter into with Metro; it is included for your review prior to submitting a bid.

SAMPLE - STANDARD PUBLIC CONTRACT

CONTRACT NO. _____

PUBLIC CONTRACT

THIS Contract is entered into between Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, whose address is 600 NE Grand Avenue, Portland, Oregon 97232-2736, and _____, whose address is _____, hereinafter referred to as the "CONTRACTOR."

THE PARTIES AGREE AS FOLLOWS:

**ARTICLE I
SCOPE OF WORK**

CONTRACTOR shall perform the work and/or deliver to METRO the goods described in the Scope of Work attached hereto as Attachment A. All services and goods shall be of good quality and, otherwise, in accordance with the Scope of Work.

**ARTICLE II
TERM OF CONTRACT**

The term of this Contract shall be for the period commencing _____, 20__ through and including _____, 20__.

**ARTICLE III
CONTRACT SUM AND TERMS OF PAYMENT**

METRO shall compensate the CONTRACTOR for work performed and/or goods supplied as described in the Scope of Work. METRO shall not be responsible for payment of any materials, expenses or costs other than those which are specifically included in the Scope of Work.

**ARTICLE IV
LIABILITY AND INDEMNITY**

CONTRACTOR is an independent contractor and assumes full responsibility for the content of its work and performance of CONTRACTOR'S labor, and assumes full responsibility for all liability for bodily injury or physical damage to person or property arising out of or related to this Contract, and shall indemnify, defend and hold harmless METRO, its agents and employees, from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Contract. CONTRACTOR is solely responsible for paying CONTRACTOR'S subcontractors and nothing contained herein shall create or be construed to create any contractual relationship between any subcontractor(s) and METRO.

**ARTICLE V
TERMINATION**

METRO may terminate this Contract upon giving CONTRACTOR seven (7) days written notice. In the event of termination, CONTRACTOR shall be entitled to payment for work performed to the date of termination. METRO shall not be liable for indirect or consequential damages. Termination by METRO will not waive any claim or remedies it may have against CONTRACTOR.

ARTICLE VI INSURANCE

CONTRACTOR shall purchase and maintain at CONTRACTOR'S expense, the following types of insurance covering the CONTRACTOR, its employees and agents.

A. Broad form comprehensive general liability insurance covering personal injury, property damage, and bodily injury with automatic coverage for premises and operation and product liability. The policy must be endorsed with contractual liability coverage.

B. Automobile bodily injury and property damage liability insurance. Insurance coverage shall be a minimum of \$1,000,000 per occurrence. METRO, its elected officials, departments, employees, and agents shall be named as an ADDITIONAL INSURED. Notice of any material change or policy cancellation shall be provided to METRO thirty (30) days prior to the change.

This insurance as well as all workers' compensation coverage for compliance with ORS 656.017 must cover CONTRACTOR'S operations under this Contract, whether such operations be by CONTRACTOR or by any subcontractor or anyone directly or indirectly employed by either of them.

CONTRACTOR shall provide METRO with a certificate of insurance complying with this article and naming METRO as an additional insured within fifteen (15) days of execution of this Contract or twenty-four (24) hours before services under this Contract commence, whichever date is earlier.

CONTRACTOR shall not be required to provide the liability insurance described in this Article only if an express exclusion relieving CONTRACTOR of this requirement is contained in the Scope of Work.

ARTICLE VII PUBLIC CONTRACTS

All applicable provisions of ORS chapters 187 and 279, and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if such provision were a part of this Agreement, including, but not limited to, ORS 279.310 to 279.320. Specifically, it is a condition of this contract that Contractor and all employers working under this Agreement are subject employers that will comply with ORS 656.017 as required by 1989 Oregon Laws, Chapter 684.

For public work subject to ORS 279.348 to 279.365, the Contractor shall pay prevailing wages and shall pay an administrative fee to the Bureau of Labor and Industries pursuant to the administrative rules established by the Commissioner of Labor and Industries. Contractors must promptly pay, as due, all persons supplying to such contractor labor or material used in this contract. If the contractor or first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the public contracting agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus shall pay interest in accordance with ORS 279.314. If the contractor or first-tier subcontractor fails, neglects, or refuses to make payment the person may file a complaint with the Construction Contractors Board unless to a good faith dispute as defined by ORS 297.445. Contractor must pay any and all contributions and amounts due to the Industrial Accident Fund from contractor or subcontractor and incurred in the performance of the contract. No liens or claims are permitted to be filed against Metro on account of any labor or material furnished. Contractors are required to pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

For public improvement work all contractors must demonstrate that an employee drug-testing program is in place.

ARTICLE VIII ATTORNEY'S FEES

In the event of any litigation concerning this Contract, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to any appellate courts.

ARTICLE IX
QUALITY OF GOODS AND SERVICES

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. All workers and subcontractors shall be skilled in their trades. CONTRACTOR guarantees all work against defects in material or workmanship for a period of one (1) year from the date of acceptance or final payment by METRO, whichever is later. All guarantees and warranties of goods furnished to CONTRACTOR or subcontractors by any manufacturer or supplier shall be deemed to run to the benefit of METRO.

ARTICLE X
OWNERSHIP OF DOCUMENTS

All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by CONTRACTOR pursuant to this agreement are the property of METRO and it is agreed by the parties hereto that such documents are works made for hire. CONTRACTOR does hereby convey, transfer and grant to METRO all rights of reproduction and the copyright to all such documents.

ARTICLE XI
SUBCONTRACTORS

CONTRACTOR shall contact METRO prior to negotiating any subcontracts and CONTRACTOR shall obtain approval from METRO before entering into any subcontracts for the performance of any of the services and/or supply of any of the goods covered by this Contract.

METRO reserves the right to reasonably reject any subcontractor or supplier and no increase in the CONTRACTOR'S compensation shall result thereby. All subcontracts related to this Contract shall include the terms and conditions of this agreement. CONTRACTOR shall be fully responsible for all of its subcontractors as provided in Article IV.

ARTICLE XII
RIGHT TO WITHHOLD PAYMENTS

METRO shall have the right to withhold from payments due 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.

If a liquidated damages provision is contained in the Scope of Work and if CONTRACTOR has, in METRO's opinion, violated that provision, METRO shall have the right to withhold from payments due CONTRACTOR such sums as shall satisfy that provision. All sums withheld by METRO under this Article shall become the property of METRO and CONTRACTOR shall have no right to such sums to the extent that CONTRACTOR has breached this Contract.

ARTICLE XIII
SAFETY

If services of any nature are to be performed pursuant to this agreement, CONTRACTOR shall take all necessary precautions for the safety of employees and others in the vicinity of the services being performed and shall comply with all applicable provisions of federal, state and local safety laws and building codes, including the acquisition of any required permits.

ARTICLE XIV
INTEGRATION OF CONTRACT DOCUMENTS

All of the provisions of any bidding documents including, but not limited to, the Advertisement for Bids, General and Special Instructions to Bidders, Proposal, Scope of Work, and Specifications which were utilized in conjunction with the bidding of this Contract are hereby expressly incorporated by reference. Otherwise, this Contract represents the entire and integrated agreement between METRO and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both METRO and CONTRACTOR. The law of the state of Oregon shall govern the construction and interpretation of this Contract.

**ARTICLE XV
COMPLIANCE**

CONTRACTOR shall comply with federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, non-discrimination, safety and health, environmental protection, waste reduction and recycling, fire protection, permits, fees and similar subjects.

**ARTICLE XVI
ASSIGNMENT**

CONTRACTOR shall not assign any rights or obligations under or arising from this Contract without prior written consent from METRO.

CONTRACTOR NAME

METRO

By _____

By _____

Date _____

Date _____

ATTACHMENT 6 - PERFORMANCE BOND

(NOTE: CONTRACTORS MUST USE THIS FORM, NOT A SURETY COMPANY FORM)

KNOW BY ALL MEN BY THESE PRESENTS:

We the undersigned _____
as PRINCIPAL (hereinafter called CONTRACTOR), and _____
_____ a corporation organized and existing under and by virtue of the laws of
the state of _____ duly authorized to do surety business in the
state of Oregon and named on the current list of approved surety companies acceptable
on federal bonds and conforming with the underwriting limitations as published in the
Federal Register by the audit staff of the Bureau of Accounts and the U.S. Treasury
Department and is of the appropriate class for the bond amount as determined by Best's
Rating System, as SURETY, hereby hold and firmly bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, to pay to
METRO as OBLIGEE (hereinafter called METRO), the amount of _____
_____ Dollars (\$ _____) in lawful money of the
United States of America.

WHEREAS, the CONTRACTOR entered into a contract with METRO dated
_____, 20____, which Contract is hereunto annexed and made a part
hereof, for accomplishment of the project described as follows: _____
_____.

NOW, THEREFORE, the condition of this obligation is such that if the
CONTRACTOR shall promptly, truly and faithfully perform all the undertakings,
covenants, terms, conditions, and agreements of the aforesaid _____
_____, METRO having performed its obligations thereunder,
then this obligation shall be null and void; otherwise it shall remain in full force and
effect.

Whenever CONTRACTOR shall be declared by METRO to be in default under
the Contract Documents for the project described herein, the SURETY may promptly
remedy the default, or shall promptly complete the _____ in
accordance with the Contract Documents and the project Specifications. SURETY, for
value received, further stipulates and agrees that all changes, extensions of time,
alterations, or additions to the terms of the Contract or Specifications for _____
_____ are within the scope of the SURETY's undertaking on this
bond, and SURETY hereby waives notice of any such change, extension of time,
alteration or addition to the terms of the _____ or to the Work or to the
Specifications. Any such change, extension of time, alteration or addition to the terms
of the _____ or to the Work or to the Specifications shall automatically
increase the obligation of the Surety hereunder in a like amount, provided that such
increase shall not exceed twenty-five percent (25%) of the original amount of the
obligation without the consent of the Surety.

This obligation shall continue to bind the PRINCIPAL and SURETY,
notwithstanding successive payments made hereunder, until the full amount of the
obligation is exhausted.

No right of action shall accrue on this bond to or for the use of any person or corporation other than METRO or its heirs, executors, administrators, successors or assigns.

If more than one SURETY is on this bond, each SURETY hereby agrees that it is jointly and severally liable for obligations on this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

SURETY

By:_____

Title:_____

Street Address

City State ZIP

Phone Number

CONTRACTOR

By:_____

Title:_____

Street Address

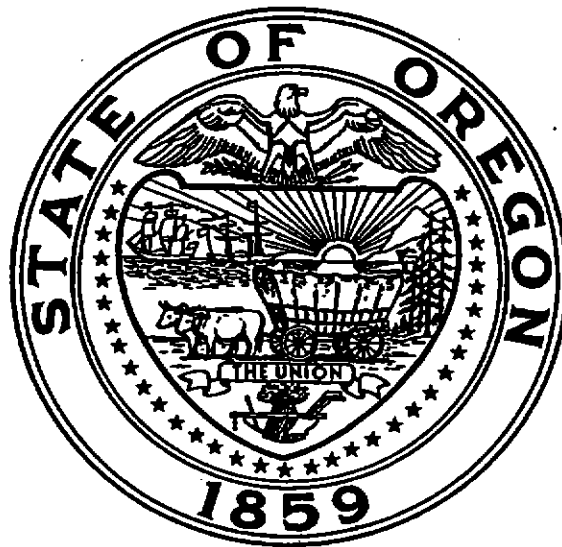
City State ZIP

Phone Number

PREVAILING WAGE RATES

for

Public Works Contracts in Oregon



OREGON BUREAU OF LABOR AND INDUSTRIES

**Jack Roberts
Commissioner
Bureau of Labor and Industries**

Effective: January 1, 2002

January 1, 2002

Under Oregon law, the Commissioner of the Bureau of Labor and Industries publishes the state's prevailing wage rates twice annually, in January and July, with quarterly updates in April and October. The rates are determined using a statewide construction industry wage survey of occupations and crafts performing commercial, heavy and highway construction in 14 specific geographic regions of the state. The 2001 survey collected over 900,000 hours of construction employment wage information for 77 craft occupations, reported by contractors for a peak week of employment between June 24 and August 18, 2001.

Prevailing wage rates are the minimum wages that must be paid to all workers employed in the construction, reconstruction, major renovation or painting of all public works, unless specifically exempted by state law. Copies of these rates must be incorporated into all bid specifications when the advertisement for such public works contracts is issued. A provision that prevailing wage rates must be paid must also appear in the contract. The rates in effect at the time the bid specifications are first advertised are those that apply for the duration of the project, with one exception: If, during the bidding process, the prevailing wage rates change, the public contracting agency has the option of amending the bid specifications to reflect such changes.

If you identify any errors in the rates published, please bring them to the attention of the Prevailing Wage Rate Coordinator in Portland at (503) 731-4709. If you have any questions about the manner in which the prevailing wage rates are enforced, contact the Wage and Hour Division in Portland at (503) 731-4074, or any of the bureau's field offices.



JACK ROBERTS
Commissioner
Bureau of Labor & Industries

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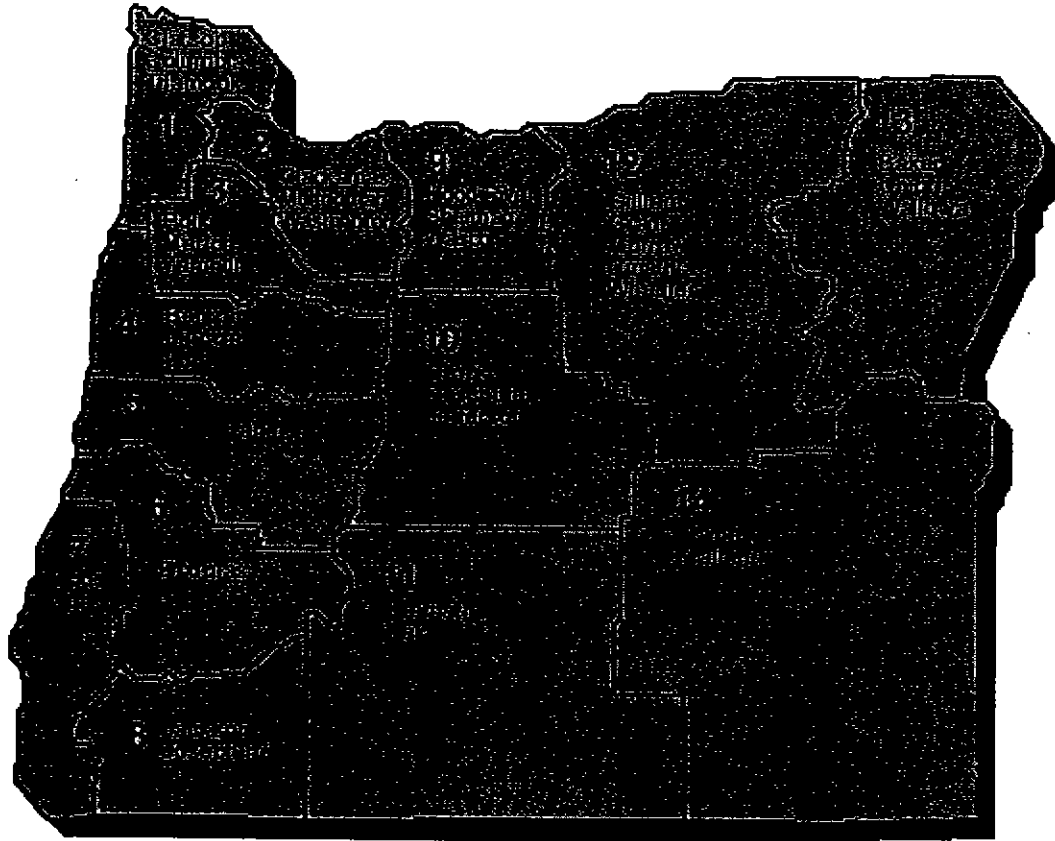
The Appendix section is to be used only for regions/trades specified in pages 14 through 41. Refer to pages 14 through 41 before using rates in the Appendix section.

A list of debarred contractors and all forms necessary to comply with ORS 279.348 through ORS 279.375 may be found in the back of this booklet.

Contractors are encouraged to use and keep on file the forms provided as master copies for use on future prevalling wage rate projects.

Wage and Hour: Prevailing Wage

PREVAILING WAGE RATE REGIONAL MAP, January 1, 2002



DEFINITIONS OF COVERED OCCUPATIONS

1. Asbestos Workers/Insulators

Install insulation on mechanical systems for thermal and acoustical purposes. Also install fire stop penetrations on electrical and mechanical systems.

Mechanical systems include pipes, boilers, ducts, flues, breaching, grease ducts and acid ducts. This also includes all labor connected with the handling and distribution of materials for these systems.

NOTE: See also #16 - Hazardous Material Handlers.

2. Boilermakers

Construct, assemble, maintain and renovate stationary steam boilers and boiler house auxiliaries. Align structures or plate sections to assemble boiler frame tanks or vats, following blueprints. Work involves use of hand and power tools, plumb bobs, levels, wedges, dogs or turnbuckles. Assist in testing assembled vessels. Direct cleaning of boilers and boiler furnaces. Inspect and reconstruct boiler fittings, such as safety valves, regulators, automatic-control mechanisms, water columns, and auxiliary machines.

3. Bricklayers/Stonemasons

Bricklayers

Lay building materials, such as brick, structural tile, concrete, cinder, glass, gypsum and terra cotta block (except stone), to construct or renovate walls, partitions, arches, sewers, and other structures. Include Refractory Brickmasons when working on site of construction.

Stonemasons

Build stone structures, such as piers, walls, and abutments. Lay walks, curbstones, or special types of masonry for vats, tanks and floors.

4. Carpenters

Construct, erect, install and renovate structures, fixtures and equipment of wood, plywood and wallboard using carpentry tools and woodworking machines.

Carpenters, 1

Includes Auto Nailing Machine Operators, Form Strippers, Floor Layers, Stationary Power Saw Operators. Includes installation of furniture systems by attaching furniture to floor or walls. Includes Framers. Also includes scaffold erection if 14 feet or over, unless erecting for Masons or Plasterers.

NOTE: See also #36 - Tenders to Masons and #37 - Tenders to Plasterers

Carpenters, 2

Includes Cabinet and Shelving Installers, Floor Finishers, Wall & Ceiling Insulators, and Irritating Insulation. Includes Finishers.

Drywall/Acoustical Carpenters

Includes Ceiling Tile Installers and Acoustical Carpenters (excludes carpet, wood or hard tile installers). Drywall Installers apply plasterboard or other wallboard to ceilings and interior walls.

DEFINITIONS OF COVERED OCCUPATIONS

Carpenters (Continued)

Marine Carpenters

Includes Bridge, Dock and Wharf Builders, Piledrivermen, Boom Men, and Marine Piledrivers.

5. Cement Masons

Apply cement, sand, pigment or marble chips to floors, stairways and cabinet fixtures to finish and attain durable and decorative surfaces, according to specifications and drawings. Finish surfaces to remove imperfections from freshly poured concrete walls, roads, walkways and ornamental stone facings of concrete structural products. Include Concrete Rubbers.

Cement Mason includes finishing, hand chipping, patching, grouting, end pointing, screed setting, plugging, filling bolt holes, dry packing, setting curb forms, planks, stakes, lines and grades. Also includes grinding of concrete done as preparatory to patching or when done to produce a finished concrete product.

Composition Worker includes installation of epoxy and other resinous toppings and power machine operation.

Includes Cement Masons working on suspended, swinging and/or hanging scaffold.

NOTE: Tenders to Cement Masons are found under #19 - Concrete/Cement Laborers.

6. Divers & Divers' Tenders

Divers

Work underwater supplied with air, usually by a pipeline from the surface. Lay foundations for bridge piers, reconstruct underwater walls, and use underwater cutting and welding tools and the cement gun. May also do underwater carpentry, steel plating and shipwright's work.

Divers' Tenders

Work on the surface to monitor gauges for divers.

7. Dredgers

Operate power-driven dredge to mine sand, gravel or other materials from bays, lakes, ponds, rivers or streams, and to excavate and maintain navigable channels in waterways (excludes Floating Construction Equipment – see #30 - Power Equipment Operators). This classification includes Assistant Engineers (including Machinists, Mechanics, Oilers, Watch Engineers, and Welders), Assistant Mates ("Deckhands"), Boatmen, Fill Equipment Operators, and Levermen.

8. Drywall Applicator (Drywall/Wetwall) See #4 - Carpenters, Drywall/Acoustical Carpenters.

9. Drywall Tapers

Seal joints between plasterboard and other wallboards to prepare wall surface for painting or papering.

10. Electricians

Install, in new construction or reconstruction, electrical wiring, equipment and fixtures. Insure that work is in accordance with relevant codes. Includes all inside wiring or cable splicing. May read blueprints.

DEFINITIONS OF COVERED OCCUPATIONS

Electrical Material Handlers

Handle and maintain order of all electrical material, tools and equipment on job site, delivering materials to licensed electricians. Must not install electrical material or utilize equipment (i.e. switch gear, motor control centers, transformers, motors, light fixtures, etc.).

NOTE: This classification applies exclusively to electrical materials. The Electrical Material Handler may perform clean-up work in connection with the work of an electrical contractor.

11. Elevator Construction

Installers and Mechanics

Assemble, install and renovate electric and hydraulic freight and passenger elevators, escalators and dumbwaiters.

Assistants to Mechanics

Work at direction of Elevator Mechanics.

12. Fence Erectors (Metal)

Erect and renovate *metal* fences, fence gates and ornamental metal fencing around highways, industrial and commercial establishments, using hand and power tools.

NOTE: See also #19 – Laborers, Group 1 for Wood Fence Builders.

13. Flaggers

Control vehicular traffic by means of brightly colored flags and/or signs.

14. Floor Covering Layers (Soft tile, linoleum and carpet) See #34 - Soft Floor Layers.

15. Glaziers

Install glass in windows, skylights, storefronts or on surfaces such as building fronts, interior walls, or ceilings at construction sites.

16. Hazardous Materials Handlers/Mechanics

The removal of all regulated materials from mechanical systems is exclusively the work of Hazardous Materials Handlers, unless the mechanical systems are going to be scrapped. Laborers do all removal of regulated materials on mechanical systems to be scrapped and any non-mechanical (walls, ceiling floors, beams, etc.) insulation. Laborers also do loading of any regulated material after it has been removed, bagged, and tagged, as well as cleanup at the removal site and all work done at the disposal site. Persons performing the removal of contained regulated materials are classified as Laborers (#19).

NOTE: Regulated materials are those materials that are regulated for the purpose of protecting the environment or for personal protection by EPA, OSHA, DEQ, or Federal OSHA.

17. Highway and Parking Strippers

Paint highway and parking structural surfaces of streets, highways, parking lots, airports, curbs, etc., using manually or mechanically propelled machines, brushes, rollers, and/or spray guns. Include Installers of any device or application of any material used in lieu of paint for traffic delineation, such as buttons, tapes, plastics, rumble bars, etc.

DEFINITIONS OF COVERED OCCUPATIONS

18. Ironworkers

Bridge, Structural, Ornamental & Reinforcing Metal Workers

Raise, place, install and erect all structural steel beams, columns, steel joists and trusses, including prefabricated or pre-cast beams to form completed structures and structural frameworks. The erection and structural steel work of pre-engineered metal buildings, including bolting of members, girts, perkins, and attaching sheet metal siding, roofing, insulation, down spouts, gutters, and flashing to same. Reinforcing metal work such as performing layout work for rods within project area. Fastening rods in place with wire or pliers, bending or adjusting as required, using cutting, welding or rod bending machine. Performing layout work and place steel in concrete forms, including prefabricated assembly for placement complete in forms. Fabrication, and installation of ornamental metal such as balconies, stairs, walkways, catwalks, and handrails. May spin suspension bridge cables or perform other related ironwork duties.

19. Laborers, Material Movers (Hand), Flaggers

Include all General Laborers, Material Movers, and Flaggers, not classified separately.

NOTE: Use Laborer classifications for moving materials and incidental assistance. Use Tender classifications when the primary duty is to assist a particular occupational class. (See #36 and #37 for Tender classifications.) Also includes scaffold erection when scaffold is under 14 feet and is not for the Mason or Plasterers trade.

Applicators
Asbestos Removal
(Scrapped and Contained)
Asphalt Rakers
Asphalt Spreaders
Batch Weighmen
Bit Grinders
Broomers
Brush Burners/Cutters
Brush Cutters
Burners
Car and Truck Loaders
Carpenter Tenders
Cement/Concrete Laborers
(hand)
Change-House Men
Chipper Operators
Choke Setters
Choker Spicers
Clay Power Spreaders
Clean-Up Laborers
Clean Up Laborers (Building)

Laborers (Continued)

Laser Beam Operators
(tunnel), applicable when
employee is assigned to
move, set up, align laser
beam
Levermen or Aggregate
Spreaders
Loading Spotters
Loop Installers

Clean Up Nozzlemen-Green
Cutters
Concrete Curing Laborers
Concrete Power Buggymen
Concrete Saw Operators
Crusher Feeders
Demolition, Wrecking
(Charred Materials)
Demolition, Wrecking, Moving
(Building)
Demolition, Wrecking, Moving
(Industrial)
Doping & Wrapping Pipe
Drill Doctors
Drill Operators
Driller Assistants
Drillers
Dry-Shack Men
Dumpers, Road Oiling Crew
Dumpmen for Grading Crew
Elevator Feeders
Erosion Control Specialists
Fine Graders

Manhole Builders
Material Yard Men
Motormen - Dinky
Locomotive
Nippers and Timbersmen
Nuclear Plant Workers (lead
shield)
Pipe Layers (all types)

Fire Watchers
Flaggers (*NOTE: See #13 -
Flaggers.*)
Form Strippers
General Laborers
Grade Checkers
Guardrail, Median Rail
Gunite / Sandblasting Pot
Tenders
Gunite Nozzleman Tenders
Gunite Nozzlemen
Handlers or Mixers of
materials of an irritating
nature, including cement
and lime
High Scales
Landscape Laborers - see
#20
Laser Beam Operators

Post Hole Diggers (air, gas
or electric)
Powderman Helpers
Powdermen
Power Saw Operators
Power Tool Operators
Pumpcrete Nozzlemen
Railroad Track Laborers
Ribbon Setters

DEFINITIONS OF COVERED OCCUPATIONS

Rip Rap Men (hand placed)	Spraymen	Tunnel Bull Gang Laborers (above ground)
Road Pump Tenders and Movers	Stake Chasers	Tunnel Miners
Sandblasting Operators (wet)	Stake Setters	Tunnel Muckers /Brakemen/ Concrete Crew/Bull Gang (underground)
Sandblasting Operators (dry)	Stockpilers	Tunnel Powdermen
Scaffold Tenders	Strippers	Vibrating Screed
Sewer Laborers	Tampers	Vibrators (all)
Sewer Timbermen	Tie Back Shoring Laborers	Water Blasters
Shield Operators	Timber Fallers / Buckers (hand labor)	Weight-Man-Crushers
Signalmen	Toolroom Men (job site)	Welders
Skipmen	Track Liners	Wood Fence Builders
Slopers	Tugger Operators	
	Tunnel - Chuck Tenders	

20. Landscape Construction

Beautification of a plot of land by changing its natural features through the addition or modification of lawns, trees and bushes.

Landscape Laborers/Technicians

Perform seeding, planting, mulching, land clearing and topsoil spreading by the use of hand tools. With hand tools and power equipment less than 90 horsepower: clear land, trench to maximum depth of three feet below finish grade, hydroseed, apply chemicals and fertilizers. Till, spread and grade topsoil. Establish lawns and plant trees, shrubs and plants. Install, service, or replace above ground and under ground lawn or landscape irrigation systems. Install French drains or other subsurface water collection systems to a maximum depth of three feet below finish grade. Install, service, or repair low voltage outdoor landscape lighting and irrigation valves. Assemble or place pre-manufactured and custom fabrication trelliswork, play equipment, benches and picnic tables.

21. Lathers (Drywall/Wetwall)

Fasten wooden, metal or rockboard lath to walls, ceilings and partitions of buildings to provide supporting base for plaster, fireproofing or acoustical material.

22. Limited Energy Electricians

May only be used for electrical work not exceeding 100 va in class II and III installations (as defined in Article 725 of the National Electrical Code). This classification includes computer cabling, telephone and cable television line installation, and security alarm installation.

23. Line Constructors

Install and reconstruct cable or wires used in electrical power or distribution systems. Install insulators, erect wood poles and light or heavy-duty transmission towers. This classification includes cable splicers and troubleshooters. Excludes repairers of transformers and substation equipment and telephone and telegraph communications workers.

Line Constructors (Continued)

Cable Splicers, Leadmen, Pole Sprayers

Splice and/or terminate power cables which are designed to be used for voltages above 2,000. Splice and/or terminate gas or liquid filled power cables when part of a distribution system outside of buildings.

DEFINITIONS OF COVERED OCCUPATIONS

This classification also includes:

**Certified Lineman Welders
Groundmen
Head Groundmen
Heavy Line Equipment Men**

**Jackhammer Men
Line Equipment Men
Linemen**

**Pole Sprayers
Powdermen
Tree Trimmers**

24. Marble Setters

Cut, tool and set marble slabs in floors and walls of buildings and renovate and polish slabs previously set in buildings. Trim, face and cut marble to specified size using power sawing, cutting and facing equipment and hand tools. Drill holes in slabs and attach brackets. Spread mortar on bottom of slab and on sides of adjacent slabs. Set blocks in position, tamp them into place, and anchor bracket attachments with wire. Fill joints with grout. Remove excess grout from marble with sponge. Clean and bevel cracks or chips on slabs using hand tools and power tools. Heat cracked or chipped area with blowtorch and fill defect with composition mastic that matches grain of marble. Polish marble and other ornamental stone to high luster, using power tools or by hand.

25. Marine Carpenters (See #4 - Carpenters, Marine Carpenters)

26. Millwrights/Machine Erectors

Work as mechanics specializing in setting and aligning or removing mechanical, hydraulic, pneumatic, electrical machinery (new and used) in commercial and industrial sites.

27. Painters

Paint walls, equipment, buildings, bridges, and other structural surfaces, using brushes, rollers and spray guns. May mix colors or oils to obtain desired color or consistency. Also apply wall coverings.

Include Painters: Brush, Roller, Machine (Spray and Sandblasting)

28. Plasterers and Stucco Masons

Apply coats of plaster onto interior or exterior walls, ceilings, or partitions or buildings to produce finished surface according to blueprints, architect's drawings or oral instructions.

**Nozzlemen
Swinging Scaffold
All Other Work**

29. Plumbers and Steamfitters/Pipefitters

Assemble, install, alter, and replace pipe systems (metal, plastic, ceramic, composition, etc.) that carry water, steam, air or other liquids or gases. Fabricate on site and install piping and tubing systems, which are to conduct water, steam, air, and other fluids or gases in and around buildings. Also install vacuum piping systems. Install drainage and sewage lines (laterals) from buildings to the point of attachment to mains. Install plumbing fixtures such as sinks, faucets, drinking fountains, commodes, etc. Install refrigeration equipment. Perform cutting, welding and burning which is incidental to the work of plumbing or pipefitting, except as is described under lead burner. May do other work in connection with the installation and testing of heating and cooling apparatus and control devices.

NOTE: See also #35 - Sprinkler Fitters.

30. Power Equipment Operators (equipment used on construction site)

DEFINITIONS OF COVERED OCCUPATIONS

Asphalt Paving Equipment: Asphalt Paver Operators, Asphalt Plant Operators, Roller Operators, Screed Operators (any asphalt mix)

Operate equipment used for applying asphalt or other material compositions to roadbeds, airport runways, taxiways and street paving. Includes asphalt paving machine operators, asphalt plant operators, screed operators and roller operators (any asphalt mix, breakdown or finish). Excludes any residential work.

Asphalt/Concrete Profilers: Roto-Mill, Pavement Profiler Operators, Concrete Planer, Grinder or Grooving Machine Operators

Operate equipment used for the removal of excess surface material (concrete, asphalt) during paving, texturing or other work on road surfaces (either concrete or asphalt). Classification includes removal and recycling of asphalt road surface material.

Auxiliary Equipment: Operators of Compressors, Generators, Pumps

Control, maintain or operate various auxiliary equipment, such as compressors, condensers, electricity generators, feedwater heaters, filters and pumps that transfer or supply water, fuel, lubricants, gasses, air, liquids, slurries and auxiliary power for turbines, generators, boilers, power equipment at the construction site. Operate other auxiliary equipment not otherwise classified (tool grinders, conveyor tender).

Blade: Blade/Grader Operators

Operate Blade/Grader machine or vehicle equipped with blades to remove, distribute, grade and level earth, aggregate or other material to a specific grade, slope or elevation.

Bulldozer, Rubber-Tired Scraper, Material Haulers: Bulldozer Operators, Rubber-Tired Scraper Operators and Material Haulers (Including "Cat Wagons", DJB's, Volvos and other similar models)

Operate machines or off road vehicles that push, remove, pick up, distribute or haul rock, earth, debris and other material on construction sites.

Compactors/Rollers (not asphalt): Operators

Operate Compactors, Rollers or similar equipment used for compacting crushed rock, dirt or other fill material on construction site. (Includes airport runways, taxiways and roadbeds.)

Power Equipment Operators (Continued)

Concrete: Batch Plant and or Wet Mix Operators, Concrete Finishing Machine, Brooming, Tining or Wire Mat Machine Operators, Concrete Spreader/Placer Operators, Pump Operators (concrete or grout), Concrete Slip Form Paving Machine Operators (for installing curbs/gutters, guardrails and/or street paving), Concrete Curling Equipment Operators, Concrete Saw Operators.

Operate equipment used for applying, curing, finishing, mixing, pumping, sawing or spreading of concrete; installing concrete curbs/gutters, sidewalks or guardrails, and concrete street or highway paving.

Crane Operators (Hydraulic, Tower, Whirley, Lattice Boom, Dragline & Clamshell); Signalmen

Operate boom and cable equipment to lift and move materials, machines, or other items in a variety of directions on a construction site. Includes operations, remote or otherwise, such as hoisting, piledriver, clamshell, dragline, skip box or bucket to place material.

Crushing: Crusher Plant Operators or Oilers

DEFINITIONS OF COVERED OCCUPATIONS

Operate machinery used to crush rock or recycled materials into aggregates for use in asphalt, concrete, base and fill materials for use in highways, streets, airports and construction sites.

Drilling: Earth Boring Machine Operators (horizontal & vertical), Directional Drilling (includes well drilling)

Operate equipment used to drill or bore for any construction purpose, including preparation for the installation of foundations, pipe, utilities and soil stabilization.

Floating Construction Equipment

Operators of Floating Crane (or "Derrick Barge"), Clamshell or Pile Driver used in conjunction with a construction project, Underwater Equipment Operators (excludes Dredging Operations, which is a separate classification; See #7).

Operate any floating equipment. Classification includes any assistants to operators (such as Boatmen, Deckhands, Diesel-Electric Engineers, Firefighters, etc.); underwater equipment operators, remote or otherwise.

Fork Lifts: Industrial Lift Truck Operators and Material Handlers

Operate industrial lift trucks or loaders equipped with forks used to unload, load, place, stack and distribute materials on a construction site.

Front End Loaders, Hydraulic Hoes, Excavators

Operate machinery equipped with scoops, shovels or buckets to excavate, load or move dirt, aggregate and other materials.

Guardrail Equipment: Guardrail Punch Operators (all types), Guardrail Punch Oilers, Operators of Combination Guardrail Machines (Punch, Auger, etc.)

Operate any power equipment used to install guardrails.

Power Equipment Operators (Continued)

Repairmen, Heavy Duty (Mechanics, Welders) and Oilers

Repair heavy equipment at the construction site (such as cranes, bulldozers, loaders, excavators, etc.). This classification includes any mobile heavy equipment mechanics employed by the contractor. This also includes maintenance workers who change parts, lubricate machinery, and perform other routine maintenance functions at the construction site.

Sweepers

Include Broom Operators, self-propelled, Sweeper Operators (Wayne type) self-propelled.

31. Riggers

NOTE: Classify riggers in the craft performing the work for which rigging is incidental. For example, a carpenter doing rigging is classified as a carpenter; an ironworker doing rigging is classified as an ironworker.

32. Roofers: General roofing materials and Irritable bituminous materials

(For sheet metal roof, see #33 - Sheet Metal Workers).

Cover roofs of commercial structures with slate, asphalt, wood and related materials using brushes, knives,

DEFINITIONS OF COVERED OCCUPATIONS

punches, hammers and other tools. May spray roofs, sidings and walls with material to bind, seal, insulate or soundproof sections of structures.

33. Sheet Metal Workers and Sheet Metal Duct Installers

On a construction site, fabricate, assemble, install and replace sheet metal products and equipment, such as control boxes, drainpipes and furnace casings. Work may involve any of the following: set up and operate fabricating machines to cut, bend and straighten sheet metal; shape metal over anvils, blocks or forms using hammer; operate soldering and welding equipment to join sheet metal parts; inspect; assemble and smooth seams and joints of burred surfaces. Install prefabricated sheet metal ducts used for heating, air conditioning or other purposes in commercial buildings and similar structures. (Includes metal roofs)

34. Soft Floor Layers

Floor Covering Layers (soft tile, linoleum and carpet)

Apply blocks, strips or sheets of shock-absorbing, sound-deadening or decorative coverings to floors and cabinets. Includes laying soft tile and linoleum. Lay carpets or rugs in buildings.

35. Sprinkler Fitters

Install all piping and auxiliary devices which are necessary for the complete installation of sprinkling systems for fire protection in buildings. Excludes systems operated with steam.

NOTE: See also #29 – Plumbers and Steamfitters/Pipefitters

36. Tenders to Mason Trades: Brick and Stonemasons, Mortar Mixers, Hod Carriers

Directly assist Brickmasons and Stonemasons by performing duties of lesser skill. Duties include mixing, supplying and holding materials or tools, and cleaning work area and equipment. Performed on block walls and may include scaffolding work. Erect scaffolding for Masons, any height.

NOTE: Exclude cement and concrete flat work and cement pumping which is performed by concrete/cement laborers. (See #19 for Laborer classifications.)

37. Tenders to Plasterers: Assistants to Plasterers and Stucco Masons

Assist plasterers or stucco masons by performing duties of lesser skill. Duties include supplying or holding materials or tools and cleaning work area and equipment. Erect scaffolding for Plasterers, any height.

NOTE: Exclude construction or maintenance laborers who do not primarily assist plasterers or stucco masons (See #19 for Laborer classifications).

38. Tile Setter/Terrazzo Worker: Hard Tile Setters

Apply tile to walls, floors, ceilings and promenade roof decks following design specifications. Apply glazed, unglazed, mosaic and other ceramic tiles which are used as a surface on floors, walls, ceilings, and other surfaces and which must be set to a specified grade. Apply and float all setting beds into which these tiles are set. Level and plumb these tiles to the specified grade.

NOTE: Tenders for tile setters and terrazzo workers are classified under #39 - Tile, Terrazzo and Marble Finishers

DEFINITIONS OF COVERED OCCUPATIONS

39. Tile, Terrazzo and Marble Finishers

Supply and mix construction materials for Marble Setter, Terrazzo Worker and Tile Setter. Apply grout and finish surface of installed marble, terrazzo and tile. Mix mortar and grout, move mortar and grout manually or using wheelbarrow. Clean installed marble, terrazzo and tile surfaces, work and storage areas. May renovate and fill chipped, cracked or broken pieces. May assist Marble Setter, Terrazzo Worker, and Tile Setter. Grind and polish surfaces.

40. Truck Drivers, Heavy or Tractor-Trailer

Drive a tractor-trailer combination or a truck with a capacity of at least 3 tons, to transport goods or materials.

Group 1

A-frame or Hydra-Lift Truck w/load bearing surface

Battery Rebuilders

Bus or Man-Haul Drivers

Concrete Buggy Drivers (power operated) Drivers

Dump Trucks, side, end and bottom dumps up to and including 10 cu. yds., including semi-trucks and trains or combinations thereof

Fork Lifts used in loading, unloading and transporting material on job site

Truck Drivers Group 1 (Continued)

Truck and Truck Mechanic Assistants

Wash Rack Operators

Fuel Truck Drivers

Lift Jitney Drivers

Loader and/or Leverman on concrete dry batch plant, manually operated

Lubrication Men

Pilot Car Drivers

Slurry Truck Drivers or Levermen

Solo Flat Bed Drivers (and misc. body trucks)

Steam Cleaner or combination

Tiremen

Transit Mix & Wet or Dry Mix Truck Drivers, 5 cu. yds. and under

Water Wagons, up to 3,000 gallons

Group 2

Dumpsters or similar equipment

Flaherty Spreader Drivers or Levermen

Low Bed Equipment, Flat Bed Semi-Truck & Trailer or doubles drivers transporting equipment or wet or dry materials

Lumber Carriers, Driver-Straddle Carriers used in loading, unloading and transportation of material on job site

Oil Distributor Drivers or Levermen

Transit Mix and Wet or Dry Mix Truck Drivers, over 5 cu. yds. and including 7 cu. yds.

Water Wagons, 3,000 to 5,000 gallons

Group 3

Body Repairmen

Dump Trucks, side, end and bottom dumps over 10 cu. yds. and including 30 cu. yds., including semi-trucks and trains or combinations thereof

Transit Mix and Wet or Dry Mix Trucks over 7 cu. yds. and including 11 cu. yds.

Truck Mechanics – Welders – Body Repairmen

Water Wagons, 5,000 to 10,000 gallon

Group 4

Dump Trucks, side, end and bottom dumps over 30 cu. yds. and including 50 cu. yds., including semi-trucks and trains or combinations thereof

Transit Mix and Wet or Dry Mix Trucks, over 11 cu. yds. and including 15 cu. yds.

Water Wagons, 10,000 to 15,000 gallons

DEFINITIONS OF COVERED OCCUPATIONS

Group 5

Dump Trucks, side, end and bottom dumps over 50 cu. yds. and including 60 cu. yds., including semi-trucks and trains or combinations thereof

Group 6

Dump Trucks, side, end and bottom dumps over 60 cu. yds. and including 80 cu. yds., including semi-trucks and trains or combinations thereof

Group 7

Dump Trucks, side, end and bottom dumps over 80 cu. yds. and including 100 cu. yds., including semi-trucks and trains or combinations thereof

41. Welders

NOTE: Classify welders in the craft performing the work for which welding is incidental. For example, a carpenter doing hand welding is classified as a carpenter; an ironworker doing welding is classified as an ironworker.

**LIST OF CONTRACTORS INELIGIBLE
TO RECEIVE PUBLIC WORKS CONTRACTS**

Publication Date: October 10, 2001

To: All Oregon Contracting Agencies

Pursuant to ORS 279.361, contractors on this list are ineligible to receive public works contracts subject to the Prevailing Wage Rate Law. These contractors and subcontractors, as well as any firm, corporation, partnership or association in which the contractor or subcontractor has a financial interest are ineligible to receive public works contracts until removed from this list.

If you have questions regarding the list or for the most current information regarding persons ineligible to receive prevailing wage contracts, please contact the Prevailing Wage Rate Coordinator, (Portland) (503) 731-4723.

<u>CONTRACTOR NAME</u>	<u>DATE PLACED</u>	<u>REMOVAL DATE</u>
1. Tracy Alexander 16004 SW Tualatin-Sherwood, Suite 256 Sherwood, OR 97140	May 15, 2000	May 14, 2003
2. Sanford Beals 61000 Brosterhaus Rd #373 Bend, OR 97703	October 11, 2000	October 10, 2003
3. Black Hawk, Inc. dba Columbia Construction Company Steven W. Francis P.O. Box 352 Longview, WA 98632	December 4, 2000	December 3, 2003
4. Kevin Brazell Debra Brazell 155 Lyon Drive Fernley, NV 89408	October 6, 1999	October 5, 2002
5. Norman S. Brown 4324 'B' Street Springfield, OR 97478	July 15, 1999	July 14, 2002
6. Cameron Creations Steven Cameron Nancy Cameron PO Box 2 Lowell, OR 97452	May 25, 2000	Not to be Removed
7. Cascade Concrete Construction, Inc. 1262 Duncan Creek Road Skamania, WA 98648	December 4, 2000	December 3, 2003
8. Curtis A. Chaves 1262 Duncan Creek Road Skamania, WA 98648	December 4, 2000	December 3, 2003
9. Collier Mechanical Contractors, Inc. Aaron Collier PO Box 743 North Bend, OR 97459	March 29, 2001	March 28, 2004
10. Diamond Drywall 61000 Brosterhaus Rd #373 Bend, OR 97703	December 4, 2000	December 3, 2003

**LIST OF CONTRACTORS INELIGIBLE
TO RECEIVE PUBLIC WORKS CONTRACTS**
Publication Date: October 10, 2001
Page 2

11. Michael Duquette 19428 Seminole Circle Bend, OR 97702	February 6, 2001	February 5, 2004
12. E. Gene Kasey dba Empira Landscaping 4714 SE 104th Portland, OR 97266	April 1, 1999	March 31, 2002
13. Energy Exchange, Inc. dba Energy Exchange 4204 SE Crystal Springs Portland, OR 97206	May 10, 2001	May 9, 2004
14. Four Seasons Heating & Cooling Specialists, Inc. PO Box 536 224 Leisure St Glide, OR 97443	October 10, 2001	October 9, 2004
15. William C. Fraser, Jr. PO Box 536 224 Leisure St Glide, OR 97443	October 10, 2001	October 9, 2004
16. Wayne Fromdahl 900 NE Butler Market Rd #V-2 Bend, OR 97701	October 11, 2000	October 10, 2003
17. Del Gilman dba Del Gilman Painting 1766 Henderson Eugene, OR 97403	April 1, 1999	March 31, 2002
18. Gregory D. Jones Gregg's Custom Carpet Installation 42958 SE Wildcat Mountain Drive Sandy, OR 97055	October 25, 2000	October 24, 2003
19. Arthur A. Harding III dba Arthur Harding Mason Contractor Arthur Harding Masonry Art Harding Masonry 602 SE 28 th Ave Portland, OR 97214	August 2, 2001	August 1, 2004
20. Bruce D. Huhta P.O. Box 352 Longview, WA 98632	July 2, 2001	July 1, 2004
21. HydroTech, Inc. 155 Lyon Drive Fernley, NV 89408	October 6, 1999	October 5, 2002
22. I-5 Excavating, Inc. dba I-5 Contracting, Inc. E. F. Dunn 3655 Brooklake Rd Brooks, OR 97305	July 25, 2001	July 24, 2004
23. Interstate Concrete, Inc. 1262 Duncan Creek Road Skamania, WA 98648	December 4, 2000	December 3, 2003

**LIST OF CONTRACTORS INELIGIBLE
TO RECEIVE PUBLIC WORKS CONTRACTS**
Publication Date: October 10, 2001
Page 3

24. Julie M. Loveday, dba Jewels Flaggging Service PO Box 2013 Redmond, OR 97756	October 10, 2001	October 9, 2004
25. Karl Johnson 576 Clearview Roseburg, OR 97470	September 6, 2000	September 5, 2003
26. Johnson Builders, Inc. Laine Johnson 3545 SW Falcon Portland, OR 97219	October 25, 2000	October 24, 2003
27. Kytamac 4413 Zirkle Court Longview, WA 98632	December 4, 2000	December 3, 2003
28. Scott Little Rhonda Little 9106-BN NE Highway 99 Vancouver, WA 98665	April 25, 2000	April 24, 2003
29. Anthony Lockett, Sr. 16004 SW Tualatin-Sherwood, Suite 256 Sherwood, OR 97140	May 15, 2000	May 14, 2003
30. Magic Numbers Estimating, Inc. c/o Russell D. Bevans, Registered Agent 895 Country Club Rd., Suite C-175 Eugene, OR 97401-6006	December 6, 1999	December 5, 2002
31. Quality Homes N.W., Inc. 9106-BN NE Highway 99 Vancouver, WA 98665	April 25, 2000	April 24, 2003
32. Pedro Ramos, dba P & A Painting Enterprises P & A Painting Enterprises, Inc. 3027 NW Overlook Dr., #925 Hillsboro, OR 97124	August 2, 2001	August 1, 2004
33. Russell L. Rich 84901 Battle Creek Road Eugene, OR 97402	July 15, 1999	July 14, 2002
34. Single-Ply Roofing Systems, Inc. c/o Russell L. Rich, Registered Agent 84901 Battle Creek Road Eugene, OR 97402	July 15, 1999	July 14, 2002
35. Michael D. Slover 4204 SE Crystal Springs Portland, OR 97206	May 10, 2001	May 9, 2004
36. Keith Testerman dba Testerman Masonry 1940 NE Sams Loop, #4 Bend, OR 97701	June 6, 2000	June 5, 2003
37. Top Notch Construction & Roofing Top Notch Construction William George Allmendinger 84920 Ridgeway Road Pleasant Hill, OR 97455	January 8, 2001	January 7, 2004

**LIST OF CONTRACTORS INELIGIBLE
TO RECEIVE PUBLIC WORKS CONTRACTS
Publication Date: October 10, 2001
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- | | | |
|--|------------------|------------------|
| 38. Western Integrity Drywall
16004 SW Tualatin-Sherwood, Suite 256
Sherwood, OR 97140 | May 15, 2000 | May 14, 2003 |
| 39. Veneta Roofing Company
C/o Douglas Minger, Registered Agent
541 Willamette St., Suite 110
Eugene, OR 97401 | July 15, 1999 | July 14, 2002 |
| 40. Bernard J. Woodard dba
Woodard Enterprises
33939 Row River Rd.
Cottage Grove, OR 97424 | December 6, 1999 | December 5, 2002 |

**JACK ROBERTS, COMMISSIONER
OREGON BUREAU OF LABOR AND INDUSTRIES**

REGION #2
 Clackamas, Multnomah and Washington Counties

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Asbestos Workers/Insulators	See Appendix	See Appendix
Boilermakers	See Appendix	See Appendix
Bricklayers/Stonemasons	See Appendix	See Appendix
Carpenters	See Appendix	See Appendix
Cement Masons	See Appendix	See Appendix
Divers / Divers' Tenders	See Appendix	See Appendix
Dredgers	See Appendix	See Appendix
Drywall Applicators/Acoustical Carpenters (Drywall/Wetwall)	See Appendix	See Appendix
Drywall Tapers (Painters and Drywall Tapers)	See Appendix	See Appendix
Electricians	See Appendix	See Appendix
Elevator Constructors, Installers and Mechanics	See Appendix	See Appendix
Fence Constructors (not metal)	See Appendix	See Appendix
Fence Erectors (metal)	\$16.27	\$3.60
Flaggers (Laborers)	See Appendix	See Appendix
Floor Covering Layers (Soft tile, linoleum and carpet)	\$20.49	\$6.17
Glaziers	See Appendix	See Appendix
Hazardous Materials Handlers/Mechanics	See Appendix	See Appendix
Highway and Parking Stripers	\$24.58	\$4.38
Ironworkers (Structural & Reinforcing Metal Workers)	See Appendix	See Appendix
Laborers and Material Movers (Hand)	See Appendix	See Appendix
Landscape Laborers/Technicians	\$13.84	\$2.14
Lathers (Drywall/Wetwall)	See Appendix	See Appendix
Limited Energy Electricians	See Appendix	See Appendix
Line Constructors	See Appendix	See Appendix
Marble Setters	See Appendix	See Appendix
Marine Carpenters	See Appendix	See Appendix
Millwrights; Machine Erectors (Carpenters)	See Appendix	See Appendix
Painters	See Appendix	See Appendix
Plasterers and Stucco Masons (Plasterers)	See Appendix	See Appendix
Plumbers and Steamfitters/Pipefitters (Plumbers)	See Appendix	See Appendix
Power Equipment Operators I:		
Auxiliary Equipment: Compressors, Generators, Pumps		
Compactors/Roller Operators: (not asphalt)		
Crushing: Crusher Plant Operators or Oilers		
Drilling: Earth Boring Machine Operators (horizontal & vertical), Directional Drilling	\$21.60	\$5.02
Fork Lifts: Industrial Lift Truck Operators and Material Handlers		
Repairmen, Heavy Duty (Mechanics, Welders) & Oilers		
Sweepers		

Power Equipment Operators II:

\$23.00

\$5.47

REGION #2
 Clackamas, Multnomah, Washington Counties

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Asphalt/Concrete Profilers: Roto-Mill, Pavement Profiler Operators, Concrete Planers, Grinder or Grooving Machine Operators		
Blade: Blade/Grader Operators		
Bulldozers, Rubber-Tired Scrapers, Material Haulers: Bulldozer Operators, Rubber-Tired Scraper Operators, and Material Haulers (including "Cat wagons", DJB's, Volvos and other similar models)		
Concrete: Batch Plant and or Wet Mix Operators, Concrete Finishing Machine, Brooming, Tining or Wire Mat Machine Operators, Concrete Spreader/Placer Operators, Pump Operators (concrete or grout), Concrete Slip Form Paving Machine (for installing curbs/gutters, guardrails, and/or street paving), Concrete Curing Equipment, Concrete Saw		
Front End Loaders, Hydraulic Hoes, Excavators		
Power Equipment Operators III: Asphalt Paving Equipment: Asphalt Paver Operators, Asphalt Plant Operators, Roller Operators, Screed Operators (any asphalt mix)	See Appendix	See Appendix
Crane Operation: Hydraulic, Tower, Whirley, Lattice Boom, Dragline & Clamshell, Signal Men		
Floating Construction Equipment: Floating Crane (or "Derrick Barge"), Clamshell or Pile Driver used in conjunction with a construction project, Underwater Equipment Operators. (Excluding Dredging Operations, which is a separate classification - see "Dredgers")		
Guardrail Equipment: Guardrail Punch Operators (all types), Guardrail Punch Oilers, Combination Guardrail Machines, Punches, Augers, etc)		
Riggers	Receive rate for craft performing operation to which rigging is incidental.	Receive rate for craft performing operation to which rigging is incidental.
Roofers	See Appendix	See Appendix
Sheet Metal Duct Installers; Sheet Metal Workers	See Appendix	See Appendix
Sprinkler Fitters	See Appendix	See Appendix
Telephone and Data Cabling (Limited Energy Electricians)	See Appendix	See Appendix
Tenders to Mason Trades: Brick and Stonemasons	See Appendix	See Appendix
Tenders to Plasterers and Stucco Masons	See Appendix	See Appendix
Tile, Terrazzo, Brick and Marble Finishers	See Appendix	See Appendix
Tile Setter/Terrazzo Workers: Hard Tile Setters	See Appendix	See Appendix
Tree Trimmers (Line Constructors)	See Appendix	See Appendix
Truck Drivers	\$15.87	\$4.15
Welders (Incidental)	Receive rate for craft performing operation to which welding is incidental.	Receive rate for craft performing operation to which welding is incidental.

PRIME CONTRACTOR

SUBCONTRACTOR

Business Name (DBA):	CCB Registration Number:	Project Name:	Project Number:
Phone: ()	Type of Work:		
Street Address:	Project Location:		
Mailing Address:	Project County		

Date Pay Period Began: _____ Date Pay Period Ended: _____

<p>THIS SECTION FOR PRIME CONTRACTORS ONLY</p> <p>Public Contracting Agency Name: _____ Phone: () _____ CCB Registration Number: _____ Date Contract Specifications First Advertised for Bid: _____ Contract Amount: _____</p>	<p>THIS SECTION FOR SUBCONTRACTORS ONLY</p> <p>Subcontract Amount: _____ Prime Contractor Business Name (DBA): _____ Phone: () _____ CCB Registration Number: _____ Date You Began Work on the Project: _____</p>
---	--

(1)	(2)		(3) DAY AND DATE							(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	
NAME AND ADDRESS OF EMPLOYEE	TRADE, CLASSIFICATION (INCLUDE GROUP # IF APPLICABLE)		HOURS WORKED EACH DAY							TOTAL HOURS	BASE HOURLY RATE OF PAY	HOURLY FRINGE BENEFIT AMOUNTS PAID AS WAGES TO EMPLOYEE	GROSS AMOUNT EARNED	TOTAL DEDUCTIONS FICA, FED, STATE, ETC.	NET WAGES PAID FOR WEEK	HOURLY FRINGE BENEFITS PAID TO BENEFIT PARTY, PLAN, FUND, OR PROGRAM	NAME OF BENEFIT PARTY, PLAN, FUND, OR PROGRAM	
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THIS FORM CONTINUED ON REVERSE

(1)	(2)	(3) DAY AND DATE							(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
NAME AND ADDRESS OF EMPLOYEE	TRADE, CLASSIFICATION (INCLUDE GROUP # IF APPLICABLE)	HOURS WORKED EACH DAY							TOTAL HOURS	BASE HOURLY RATE OF PAY	HOURLY FRINGE BENEFIT AMOUNTS PAID AS WAGES TO EMPLOYEE	GROSS AMOUNT EARNED	TOTAL DEDUCTIONS FICA, FED, STATE, ETC.	NET WAGES PAID FOR WEEK	HOURLY FRINGE BENEFITS PAID TO BENEFIT PARTY, PLAN, FUND, OR PROGRAM	NAME OF BENEFIT PARTY, PLAN, FUND, OR PROGRAM
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CERTIFIED STATEMENT

I, _____ DO HEREBY STATE:
 (NAME OF SIGNATORY PARTY) (TITLE)

(1) THAT I PAY OR SUPERVISE THE PAYMENT OF THE PERSONS EMPLOYED BY: _____ ON THE _____
 (CONTRACTOR, SUBCONTRACTOR OR SURETY) (BUILDING OR WORK)
 THAT DURING THE PAYROLL PERIOD COMMENCING ON THE _____ DAY OF _____
 (MONTH) (YEAR) AND ENDING THE _____ DAY OF _____
 (MONTH) (YEAR) ALL PERSONS EMPLOYED ON SAID PROJECT HAVE BEEN PAID THE FULL WEEKLY WAGES EARNED, THAT NO REBATES HAVE BEEN OR WILL BE MADE EITHER DIRECTLY OR INDIRECTLY TO OR ON BEHALF OF SAID _____ FROM THE FULL WEEKLY WAGES EARNED BY ANY PERSON, AND THAT NO DEDUCTIONS HAVE BEEN MADE EITHER DIRECTLY OR INDIRECTLY FROM THE FULL WAGES EARNED BY ANY PERSON, OTHER THAN PERMISSIBLE DEDUCTIONS AS SPECIFIED IN ORS 652.610, AND DESCRIBED AS FOLLOWS:

(2) THAT ANY PAYROLLS OTHERWISE UNDER THIS CONTRACT REQUIRED TO BE SUBMITTED FOR THE ABOVE PERIOD ARE CORRECT AND COMPLETE; THAT THE WAGE RATES FOR WORKERS CONTAINED THEREIN ARE NOT LESS THAN THE APPLICABLE WAGE RATES CONTAINED IN ANY WAGE DETERMINATION INCORPORATED IN THE CONTRACT; THAT THE CLASSIFICATION SET FORTH THEREIN FOR EACH WORKER CONFORMS WITH WORK PERFORMED.

(3) THAT ANY APPRENTICES EMPLOYED IN THE ABOVE PERIOD ARE DULY REGISTERED IN A BONA FIDE APPRENTICESHIP PROGRAM REGISTERED WITH A STATE APPRENTICESHIP AGENCY RECOGNIZED BY THE BUREAU OF APPRENTICESHIP AND TRAINING, UNITED STATES DEPARTMENT OF LABOR, OR IF NO SUCH RECOGNIZED AGENCY EXISTS IN A STATE, ARE REGISTERED WITH THE BUREAU OF APPRENTICESHIP AND TRAINING, UNITED STATES DEPARTMENT OF LABOR.

I HAVE READ THIS CERTIFIED STATEMENT, KNOW THE CONTENTS THEREOF AND IT IS TRUE TO MY KNOWLEDGE.

 NAME AND TITLE

 SIGNATURE

NOTE TO CONTRACTORS: YOU MUST ATTACH COPIES OF THIS FORM TO EACH OF YOUR PAYROLL SUBMISSIONS ON THIS PROJECT. SEE THE BOLI PUBLICATION PREVAILING WAGE RATES FOR PUBLIC WORKS CONTRACTS IN OREGON FOR INSTRUCTIONS ON COMPLETING THIS FORM.

FILE THIS FORM WITH THE CONTRACTING AGENCY



BUREAU OF LABOR AND INDUSTRIES
NOTICE OF AWARD OF PUBLIC WORKS CONTRACT
(For use by Public Agencies in Complying with ORS 279.363)

NOTE: Effective January 1, 2001, ORS 279.363 was amended to require that public contracting agencies include with this form a copy of the disclosure of first-tier subcontractors submitted pursuant to ORS 279.027.

1. CONTRACTING AGENCY INFORMATION	
Agency Name _____	Agency Number _____
Address _____	
City, State, Zip _____	
Agency Representative _____	Phone _____

2. CONTRACT INFORMATION	
Project Name _____	Project Number _____
Project Manager Name _____	FAX Number _____
	Phone Number _____
Project Location (Street(s), City, State) _____	
Project County _____	Contract Amount _____
Source of Funds (i.e., 100% Federal Funds, 50/50 Federal/State, 100% Local, etc.) _____	

If this project is federally funded and subject to the Davis-Bacon Act, do not submit this form to the Oregon Bureau of Labor and Industries. If federal funds are involved, but the project is subject to the Oregon Prevailing Wage Rate Law, please specify.

Date Contract Specification First Advertised for Bid _____	
Date Contract Awarded _____	Date Work Expected to Begin _____
Date First Progress Payment Due _____	Expected Date of Completion _____

3. PRIME CONTRACTOR INFORMATION	
Name _____	
Address _____	
City, State, Zip _____	Phone _____
Construction Contractors Board Registration Number _____	
Name of Bonding Company _____	
Address _____	
Agent Name/Phone _____	
Bond Number _____	

Copy of first-tier subcontractors attached (see NOTE above).

Signature of person completing form _____

Printed name _____ Date _____

THIS FORM WILL BE RETURNED TO THE CONTRACTING AGENCY FOR CORRECTION AND RESUBMITTAL IF INCOMPLETE.

RETURN THIS COMPLETED FORM TO:

Prevailing Wage Rate Unit
Wage and Hour Division, Room 1160
Bureau of Labor and Industries
800 N.E. Oregon Street, #32
Portland, OR 97232
Telephone: (503) 731-4723
FAX: (503) 731-4606



PLANNED PUBLIC IMPROVEMENT SUMMARY

FISCAL YEAR: _____

(Name of State or Local Government Agency)

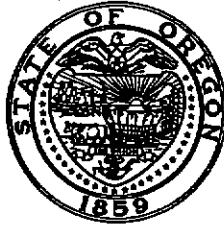
PAGE ____ OF ____

Project Number	Project Name	Project Type	Project Location	Estimated Project Cost	Agency or Contract Work

ORS 279.023 requires that not less than 30 days prior to adoption of its budget for the subsequent budget period, each public agency shall prepare and file with the Commissioner of the Bureau of Labor and Industries a list of every public improvement known to the agency that the agency plans to fund in the budget period, identifying each improvement by name and estimating the total on-site construction costs. The list shall also contain a statement as to whether the agency intends to perform the construction by a private contractor. If the agency intends to perform construction work using the agency's own equipment and personnel on a project estimated to cost more than \$125,000, the agency must also show that its decision conforms to the state's policy that public agencies make every effort to construct public improvements at the least cost to the public agency. Public agencies are required to keep and preserve a full, true and accurate account of the costs of performing the work, including all engineering and administrative expenses, and the cost, including investment costs, of any equipment used.

This form (WH-118) may be used to list planned public improvements. Form WH-119 (Capital Improvement Project Cost Comparison Estimate) may be used to report the agency's least cost analysis.

Completed forms should be mailed to: Prevailing Wage Rate Unit
Wage and Hour Division
Bureau of Labor and Industries
800 N.E. Oregon St., # 32
Portland, OR 97232



CONTRACT FEE SECTION
PREVAILING WAGE RATE UNIT
BUREAU OF LABOR AND INDUSTRIES
800 N.E. OREGON ST., #32
PORTLAND, OR 97232
PHONE: (503) 731-4723
FAX: (503) 731-4696

PUBLIC WORK CONTRACT FEE INFORMATION FORM

(For use by contractors in complying with ORS 279.375)

CONTRACTORS: Please complete and mail this form to BOLI at the above address, along with the appropriate fee (1/10th of 1% of the contract price*) payable to BOLI. The minimum fee is \$100; the maximum fee is \$5,000.00. Without the following completed information, the bureau may be unable to properly credit you for payment received.

BUSINESS NAME (DBA): _____ **CCB#:** _____

MAILING ADDRESS: _____ **PHONE:** () _____

PROJECT NAME: _____

PROJECT NUMBER: _____ **PROJECT LOCATION:** _____

AGENCY AWARDING CONTRACT: _____

AGENCY CONTACT PERSON: _____ **PHONE:** () _____

CONTRACT AMOUNT: _____ **DATE AWARDED:** _____

DATE WORK BEGAN: _____

*Contract amount X .001

(Please duplicate this form for future use)



CONTRACT FEE SECTION
PREVAILING WAGE RATE UNIT
BUREAU OF LABOR AND INDUSTRIES
800 N.E. OREGON ST., #32
PORTLAND, OR 97232
PHONE: (503) 731-4723
FAX: (503) 731-4606

PUBLIC WORK CONTRACT FEE ADJUSTMENT FORM

THIS FORM TO BE USED FOR RECONCILIATION OF FEES UPON COMPLETION OF
PUBLIC WORKS PROJECTS

(As required by ORS 279.375 and OAR 839-016-0210)

CONTRACTORS: Complete and mail this form to BOLI at the above address after completion of the public work project and not less than 30 days after the final payment by the contracting agency. Contractors are required to determine the final contract price, including all change orders or other adjustments to the original contract price, and to calculate the adjusted prevailing wage rate fee based on the revised contract price. Documentation must be included to support the final contract price. Documentation of the final contract price may consist of change orders or other contract documents substantiating the amount of the contract. The prevailing wage rate fee of .001 (1/10th of 1%) shall be applied to the final contract price, with credit taken for fees already submitted. The contractor must submit any additional fee payable to BOLI with the adjustment form or requests for refund if applicable. **NO ADDITIONAL FEE IS REQUIRED TO BE PAID, AND REFUNDS WILL NOT BE MADE, FOR RECONCILED AMOUNTS OF LESS THAN \$100.00.**

BUSINESS NAME (DBA): _____ CCB#: _____

MAILING ADDRESS: _____ PHONE: (____) _____
(STREET OR PO BOX #, CITY, STATE, ZIP)

PROJECT NAME: _____

PROJECT NUMBER: _____ PROJECT LOCATION: _____

AGENCY AWARDED CONTRACT: _____

DATE AWARDED: _____

FINAL CONTRACT AMOUNT: _____
(Include all change orders and adjustments to the contract price)

FINAL FEE DUE: _____
(Final Contract amount X .001)

ORIGINAL CONTRACT AMOUNT: _____

INITIAL FEE PAID: _____
(Contract amount X .001)

BALANCE DUE*: _____

REFUND DUE*: _____

*Final contract fee less initial fee paid

Sample Calculation:			
Final Contract Amount:	\$ 400,000.00	Final Fee Due:	\$ 400.00
Original Contract Amount:	- 300,000.00	Initial Fee Paid:	- 300.00
Total Adjustment:	\$ 100,000.00	Additional Amount Due:	\$ 100.00

(Please duplicate this form for future use)

Capital Project Request - Project Detail

Project Title: PBX Replacement

Resolution No. 02-3158A
Exhibit C

Fund(s): Zoo Operating

Project Number:		Dept. Priority:		Year First Proposed 2001-02		Department: Zoo Division: Guest Services		Project: PBX replacement		Date: February 14, 2002	
Type of Project: <input checked="" type="checkbox"/> New <input type="checkbox"/> Expansion <input type="checkbox"/> Replacement		Type of Request <input checked="" type="checkbox"/> Initial <input type="checkbox"/> Revision <input type="checkbox"/> Continuation		Source of Estimate: <input type="checkbox"/> Preliminary <input type="checkbox"/> Based on Design <input checked="" type="checkbox"/> Actual Bid Documents				Start Date: 05-02 Finish Date:		Prepared By: Kathy Kiaunis	
Project Estimates		Actual Expend	Budget/Est Fy 2001-02	Prior Years	2002-03	2003-04	2004-05	2005-06	2006-07	Total	
Capital Cost:											
Plans & Studies											-
Land & Right-of-Way											-
Design & Engineering											-
Construction											-
Equipment/Furnishings			150,000	150,000							150,000
Capital Maintenance											-
Project Contingency											-
1% for Art											-
Other											-
Total		\$ -	\$ 150,000	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000
Funding Source:											
Fund Balance-Capital Reserve			150,000	150,000							150,000
Grants/Donations											-
G.O. Bonds											-
Revenue Bonds											-
Other											-
Total		\$ -	\$ 150,000	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000
Annual Operating Budget Impact											
Annual Revenues:											\$ -
Annual Expenditures:											-
Personal Services Costs											-
Materials & Services Costs											-
Capital Outlay Costs											-
Other Costs											-
Sub-total, Expenditures:											-
Net Operating Contribution (Cost):		\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
				Estimated Useful Life (years)		First Full Fiscal Year of Operation:					
Project Description/Justification: Replace zoo's telecommunication system with new PBX equipment.											

GOVERNMENTAL AFFAIRS COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 01-3158A, FOR THE PURPOSE OF EXEMPTING FROM COMPETITIVE BIDDING REQUIREMENTS AND AUTHORIZING THE RELEASE OF RFP# 02-1004 ZOO FOR PBX REPLACEMENT AT THE OREGON ZOO

Date: February 19, 2002

Presented by: Councilor Monroe

Committee Recommendation: At its February 14 meeting, the committee considered Resolution No. 01-3158A and voted unanimously to send the resolution, as amended, to the Council for adoption. Voting in favor: Councilors Burkholder and Monroe and Chair Bragdon.

Background: Metro Code section 2.04.054 authorizes the use of a request for proposals contracting process provided that findings are made that the use of such an approach does not discourage competition.

Committee Discussion:

Kathy Kiaunis, Deputy Zoo Director, presented the staff report. She explained that the zoo's current telephone system is the system that was used at the old Metro Regional Center prior to 1993. The system is no longer technologically current and need now exceeds the system's capacity. The zoo is requesting the use of a request for proposals contracting process to allow it to explore a variety of options for the purchase of a new or used system to replace the current system. The proposed system replacement is not in the current budget or the adopted CIP. A budget amendment concerning the project will be filed with Council shortly.

It was noted that the resolution documentation did not include a project detail sheet, which is necessary to amend the CIP amendment. Ms. Kiaunis introduced a detail sheet which was acceptable to the committee and the CIP coordinator. The committee amended the resolution to include the detail sheet.

The committee had no other questions.

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 02-3158 FOR THE PURPOSE OF EXEMPTING FROM COMPETITIVE BIDDING REQUIREMENTS AND AUTHORIZING RELEASE OF RFP 02-1004-ZOO FOR PBX REPLACEMENT AT THE OREGON ZOO

Date: January 22, 2002

Presented by: Kathy Kiaunis

PROPOSED ACTION

Adopt Resolution No. 02-3158 exempting the competitive bidding requirements and authorizing the release of RFP 02-1004-ZOO for PBX replacement at the Oregon Zoo. Authorizes Zoo staff to negotiate the best terms and conditions with responsive proposers.

EXISTING LAW

Metro Code section 2.04.054(c) authorizes, subject to ORS 279.015, the use of alternative contracting practices that take into account market realities and innovative contracting methods which are consistent with the public policy of encouraging competition.

FACTUAL BACKGROUND AND ANALYSIS

The Oregon Zoo's current phone system or PBX (Private Branch Exchange) was installed in 1993 as a used system. Since that time the capacity of the system has been upgraded and expanded to maximize its service. There are increasing demands on the PBX and no further expansion of the system is possible. The hardware has surpassed its reasonable lifetime and the software has been maximized to its full capabilities.

The Oregon Zoo is requiring qualified vendors to submit their best proposal for a new, used, or replacement PBX system that is cost effective, increases capacity to allow for future growth, provides operational reliability, and dependable service, as referenced in Exhibit B of resolution.

The Zoo has done an extensive review of options available, and has crafted the RFP to allow for selecting the latest technology, which also can be upgraded for future enhancements, such as voice over data, while maintaining the flexibility to acquire the best value. The request should allow the Zoo to stay current with changing information technology needs.

BUDGET IMPACT

Based upon the Zoo's current system and estimates by the Zoo's communications consultant, the cost of the contract is expected to be approximately \$150,000. The project will be funded from the Zoo's operating fund through a budget amendment from contingency.

EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 02-3158.

BEFORE THE METRO CONTRACT REVIEW BOARD

FOR THE PURPOSE OF EXEMPTING FROM) RESOLUTION NO. 02-3158
COMPETITIVE BIDDING REQUIREMENTS)
AND AUTHORIZING RELEASE OF RFP) Introduced by Mike Burton
02-1004-ZOO FOR PBX REPLACEMENT) Executive Officer
AT THE OREGON ZOO)

WHEREAS, The Oregon Zoo is interested in purchasing a new or replacement phone system (PBX Private Branch Exchange), and

WHEREAS, the current PBX system has exceeded its reasonable lifetime and capacity, and

WHEREAS, it is essential to evaluate cost, capacity, and reliability of the proposed replacement systems in order to acquire the most advantageous replacement PBX system for the Oregon Zoo, and

WHEREAS, Metro Code section 2.04.054(c) authorizes, subject to ORS 179.015, the use of alternative contracting practices that take into account market realities and innovative contracting methods which are consistent with the public policy of encouraging competition, and

WHEREAS, the Metro Contract Review Board finds that the request for proposal (RFP) process is unlikely to result in favoritism in the awarding of this public contract and also finds that the RFP process will not substantially diminish competition for this public contract and will provide substantial cost savings to Metro, and

WHEREAS, this resolution is submitted by the Executive Officer for consideration of the Metro Contract Review Board for approval; now, therefore,

BE IT RESOLVED That the Metro Council, acting as the Contract Review Board,

1. Adopts the findings as set forth in Exhibit A, which is incorporated by reference into this Resolution as if set forth in full, and
2. Based upon such findings, exempts from competitive bidding requirements and authorizes the request for proposal competitive process for the Oregon Zoo's contract for purchasing a replacement PBX system, and
3. Authorizes the Executive Officer to negotiate the best possible contract terms and conditions with responsive proposers and to execute a contract, and
4. Amends the current CIP document to include the PBX replacement project, and
5. Authorizes the issuance of RFP 02-1004-ZOO, attached as Exhibit B.

ADOPTED by the Metro Contract Review Board this _____ day of _____, 2002.

Carl Hosticka, Presiding Officer

Approved as to Form:

Daniel B. Cooper, General Counsel

EXHIBIT A
FINDINGS OF FACT SUPPORTING
THE USE OF COMPETITIVE SELECTION PROCESS
FOR THE PBX REPLACEMENT

ORS 279.015(1) requires, with certain exceptions, that all public contracts be based on competitive bidding and, under ORS 279.029, awarded to the lowest responsive and responsible bidder. ORS 279.015(2) permits the Metro Contract Review Board, Metro's public contract review authority, to grant, under certain conditions, specific exemptions from the requirement for competitive bidding resulting in contract award to the lowest responsive and responsible bidder.

After review and discussion with interested parties, Metro staff have determined that the request for proposal process is the best process for supply of a PBX replacement system and recommends its use. ORS allows use of the request for proposal method if appropriated findings of fact are addressed and supported by the Contract Review Board. ORS 279.011(5) defines findings and includes specific information that should be addressed. A public hearing will be held before these findings are finally adopted, allowing the opportunity for all interested parties to comment.

**I
BACKGROUND**

The Oregon Zoo's current PBX was installed in 1993 as a used system. Since that time the capacity of the system has been upgraded and expanded to maximize its service. There are increasing demands on the PBX and no further expansion of the system is possible. The hardware has surpassed its reasonable lifetime and the software has been maximized to its full capabilities. The Oregon Zoo is requiring qualified vendors to submit their best proposal for a new, used, or replacement PBX system that is cost effective, increases capacity to allow for future growth, provides operational reliability, and dependable service.

The Zoo desires to negotiate with the responsive proposers in a number of areas such as equipment, materials, and service.

**II A
FINDINGS REGARDING FAVORITISM, COMPETITION, AND COST SAVINGS**

ORS 279.015(2) requires that an agency make certain findings as a part of exempting certain public contracts or classes of public contracts from competitive bidding. ORS 279.015(2)(a) requires an agency to find that. *It is unlikely that such exemption will encourage favoritism in the awarding of public contracts or substantially diminish competition for public contracts.* Metro Contract Review Board finds that exempting the PBX Replacement Request for Proposals (RFP) from competitive bidding and authorizing a negotiating process will not inhibit competition or encourage favoritism. This finding is supported by the following facts:

- A) Solicitation Advertisement: Pursuant to Metro Code 2.04.044, the PBX Replacement RFP solicitation will be advertised in at least two newspapers. In addition, solicitation documents will be available through Metro's website page highlighted contracting opportunities, as well as mailed to known telecommunication system distributors. This solicitation process is designed to encourage competition and to discourage favoritism.

- B) Full Disclosure: To ensure full disclosure of all project requirements and thereby avoid favoritism, the RFP solicitation package will include:
- 1) Detailed Description of the Project
 - 2) Contractual Terms and Conditions
 - 3) Negotiation Process
 - 3) Selection Process Description
 - 4) Evaluation Criteria
 - 5) Complaint Process and Remedies
- C) Selection Process: The Selection Process will include the following elements to avoid favoritism:
- 1) Proposals will be evaluated for completeness and compliance with the requirements listed in the RFP.
 - 2) Proposals considered complete and responsive will be evaluated under the criteria of the RFP.
 - 3) Proposals will be independently scored by the voting members of the Selection Committee made up of non-Metro experts in the field telecommunication systems.
 - 4) The responsive proposers will be selected for negotiation.
 - 5) Metro staff will negotiate terms, conditions, donations, equipment, and price with the top ranked firm.

Unsuccessful proposers will be given the opportunity to appeal the award in accordance with Metro Code.

II B FINDINGS REGARDING SUBSTANTIAL COST SAVINGS

ORS 279.015(2) requires that a public agency make certain findings as a part of exempting certain public contracts or classes of public contracts from competitive bidding. ORS 279.015(2) requires an agency to find that: *The awarding of public contracts pursuant to the exemption will result in substantial cost savings to the public contracting agency.* This finding is supported by the following facts:

- A) Negotiation and RFP Process: Early opportunity to negotiate will result in higher quality decisions by the Zoo staff. Cost and pricing options for materials, equipment, maintenance, and service can be viewed with greater certainty and knowledge. The opportunity to negotiate these options will promote the most favorable terms possible. The RFP Process will encourage greater competition and participation, and help the Zoo achieve its goals.

IIC FINDINGS REGARDING UNIQUE PROJECT

- A) Unique Project: Purchasing a PBX system is a unique project. Special knowledge, equipment, and materials are required. Furthermore, due to the complex technology of these systems, a consultant has been hired to assist with writing this request for proposal and the evaluation/negotiation process.
- B) Agency Capacity: Metro staff are experienced in the use of this contracting method. Their experience will ensure that the contract is administered appropriately, and that the potential savings and benefits possible through use of this process will accrue to Metro.

II D
FINDINGS REGARDING INDUSTRY PRACTICES

It is common industry and governmental practice to use request for proposals when purchasing a PBX system. Recent public entities to use this competitive approach rather than a bid or state contract include Washington County, Cleanwater Services (formerly Unified Sewer District), Bend/La Pine School District, and Oregon City Schools.

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 02-3158 FOR THE PURPOSE OF EXEMPTING FROM COMPETITIVE BIDDING REQUIREMENTS AND AUTHORIZING RELEASE OF RFP 02-1004-ZOO FOR PBX REPLACEMENT AT THE OREGON ZOO

Date: January 22, 2002

Presented by: Kathy Kiaunis

PROPOSED ACTION

Adopt Resolution No. 02-3158 exempting the competitive bidding requirements and authorizing the release of RFP 02-1004-ZOO for PBX replacement at the Oregon Zoo. Authorizes Zoo staff to negotiate the best terms and conditions with responsive proposers.

EXISTING LAW

Metro Code section 2.04.054(c) authorizes, subject to ORS 279.015, the use of alternative contracting practices that take into account market realities and innovative contracting methods which are consistent with the public policy of encouraging competition.

FACTUAL BACKGROUND AND ANALYSIS

The Oregon Zoo's current phone system or PBX (Private Branch Exchange) was installed in 1993 as a used system. Since that time the capacity of the system has been upgraded and expanded to maximize its service. There are increasing demands on the PBX and no further expansion of the system is possible. The hardware has surpassed its reasonable lifetime and the software has been maximized to its full capabilities.

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The Zoo has done an extensive review of options available, and has crafted the RFP to allow for selecting the latest technology, which also can be upgraded for future enhancements, such as voice over data, while maintaining the flexibility to acquire the best value. The request should allow the Zoo to stay current with changing information technology needs.

BUDGET IMPACT

Based upon the Zoo's current system and estimates by the Zoo's communications consultant, the cost of the contract is expected to be approximately \$150,000. The project will be funded from the Zoo's operating fund through a budget amendment from contingency.

EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 02-3158.

EXHIBIT B
Request for Proposal
RFP 02-1004-ZOO
PBX Replacement
for
Oregon Zoo



February 25, 2002

4001 S.W. Canyon Rd.
Portland, Oregon 97221