

METROPOLITAN EXPOSITION RECREATION COMMISSION

Resolution No. 14-22

For the purpose of approving a contract with Cosco Fire Protection for fire and life safety systems maintenance and repair services at the Portland Expo Center.

WHEREAS, the Portland Expo Center requires comprehensive fire and life safety systems maintenance and repairs services; and

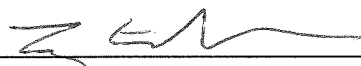
WHEREAS, an agency-wide competitive bidding process was conducted according to the Metropolitan Exposition Recreation Commission (MERC) Purchasing and Contracting rules; and

WHEREAS, MERC staff has evaluated the bid responses and Cosco Fire Protection Inc. was the lowest responsive and responsible bidder.

BE IT THEREFORE RESOLVED as follows:

1. MERC selects Cosco Fire Protection as the lowest responsive and responsible bidder in response to the bid process for fire and life safety systems maintenance and repairs services; and
2. MERC approves the contract with Cosco Fire Protection in the form substantially similar to the attached Exhibit A and authorizes the Metro Deputy COO to execute the contract on behalf of the Commission.

Passed by the Commission on July 9, 2014.

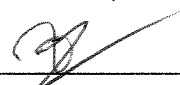


Chair



Secretary/Treasurer

Approved As to Form:
Alison R. Kean, Metro Attorney

By: 

Nathan A. S. Sykes
Deputy Metro Attorney



Standard Public Contract

CONTRACT NO. 204071

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 Cosco Fire Protection, whose address is 2501 SE Columbia Way, Suite 100, Vancouver WA 98661, 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 July 1, 2014 through and including June 30, 2019.

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. Payment shall be made by METRO on a Net 30 day basis upon approval of CONTRACTOR invoice.

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 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, consequential damages or any other damages. Termination by METRO will not waive any claim or remedies it may have against CONTRACTOR.

ARTICLE VI INSURANCE & BONDS

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

- A. The most recently approved ISO (Insurance Services Office) Commercial General Liability policy, or its equivalent, written on an occurrence basis, with limits not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. The policy will include coverage for bodily injury, property damage, personal injury, contractual liability, premises and products/completed operations. CONTRACTOR'S coverage will be primary as respects Metro;
- B. Automobile insurance with coverage for bodily injury and property damage and with limits not less than minimum of \$1,000,000 per occurrence;



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C. Workers' Compensation insurance meeting Oregon statutory requirements including Employer's Liability with limits not less than \$500,000 per accident or disease; and

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

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

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

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.

In addition, for public works subject to ORS 279C.800 to 279C.870, CONTRACTOR and every subcontractor shall have a public works bond required by 2005 Oregon Laws Chapter 360 filed with the Construction Contractors Board before starting work on the project, unless exempt under Section 2 of 2005 Oregon Laws Chapter 360.

ARTICLE VII PUBLIC CONTRACTS

All applicable provisions of ORS chapters 187 and 279A, 279B, and 279C 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. 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 279C.800 to 279C.870, the CONTRACTOR shall pay prevailing wages. If such public work is subject both to ORS 279C.800 to 279C.870 and to 40 U.S.C. 276a, the CONTRACTOR and every subcontractor on such public work shall pay at least the higher prevailing wage. The CONTRACTOR and each subcontractor shall pay workers not less than the specified minimum hourly rate of wage in accordance with Section 7 of 2005 Oregon Laws Chapter 360. METRO shall pay an administrative fee as provided in ORS 279C.825(1) 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 279C.515. 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, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. 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 MODIFICATIONS

Metro may approve changes and modifications to the original contract, including deletions of work, order of additional materials, and additional services reasonably related to the original work scope. Contractor may propose changes in the work that Contractor believes are necessary, will result in higher quality work, improve safety, decrease the amount of the contract, or otherwise result in a better or more efficient work product. If such changes are approved by



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Metro, they shall be executed by written contract amendment signed by both parties. Such changes shall not relieve Contractor of any obligation or warranty under the contract. No oral statements by either party shall modify or affect the terms of the contract.

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

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

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

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

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

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

D. CONTRACTOR and subcontractors authorize and permit METRO and its authorized representatives, including but not limited to the staff of any METRO department and the staff of the METRO Auditor, to inspect, examine, copy and audit the books and records of CONTRACTOR or subcontractor, including tax returns, financial statements, other financial

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documents and any documents that may be placed in escrow according to any contract requirements. METRO shall keep any such documents confidential to the extent permitted by Oregon law, subject to the provisions of section E.

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

F. CONTRACTOR and subcontractors agree that in the event such records disclose that METRO is owed any sum of money or establish that any portion of any claim made against Metro is not warranted, the CONTRACTOR or subcontractor shall pay all costs incurred by METRO in conducting the audit and inspection. Such costs may be withheld from any sum that is due or that becomes due from METRO.

G. Failure of the CONTRACTOR or subcontractor to keep or disclose records as required by this document or any solicitation document may result in disqualification as a bidder or proposer for future Metro contracts as provided in ORS 279B.130 and Metro Code Section 2.04.070(c), or may result in a finding that the CONTRACTOR or subcontractor is not a responsible bidder or proposer as provided in ORS 279B.110 and Metro Code Section 2.04.052.

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. In addition for public improvement work, if a CONTRACTOR is required to file certified statements under ORS 279C.845, METRO shall retain 25 percent of any amount earned by the CONTRACTOR on the public works until the contractor has filed all required certified statements with METRO.

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



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All of the provisions of any procurement documents including, but not limited to, the Advertisement for Bids, Proposals or responses, 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 laws 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 INTERGOVERNMENTAL COOPERATIVE AGREEMENT

Pursuant to ORS 279A and the Metro public contract code, Metro participates in an Intergovernmental Cooperative Purchasing program by which other public agencies shall have the ability to purchase the goods and services under the terms and conditions of this awarded contract. Any such purchases shall be between the Contractor and the participating public agency and shall not impact the Contractor's obligation to Metro under this agreement. Any estimated purchase volumes listed herein do not include volumes for other public agencies, and Metro makes no guarantee as to their participation in any purchase. Any Contractor may decline to extend the prices and terms of this solicitation to any or all other public agencies upon execution of this contract. Unless the Contractor specifically declines to participate in the program by marking the box below, the Contractor agrees to participate in the Intergovernmental Cooperative Purchasing program. **Contractor declines to participate in the Intergovernmental Cooperative Purchasing program or is not applicable to this Contract as indicated by the following initials _____.**

ARTICLE XVI SITUS

The situs of this Agreement is Portland, Oregon. Any litigation over this agreement shall be governed by the laws of the State of Oregon and shall be conducted in the Circuit Court of the state of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

ARTICLE XVII ASSIGNMENT

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

ARTICLE XVIII SEVERABILITY

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

ARTICLE XIX COUNTERPARTS

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



Metro

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

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ARTICLE XX DELIVERY OF NOTICES

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

To Contractor: Brian Wecker
Cosco Fire Protection
2501 SE Columbia Way, Suite 100
Vancouver, WA 98661
360-883-6390 fax

To Metro: Procurement Services
600 NE Grand Ave.
Portland, OR 97232
503.797.1791 fax

To Expo: Jim Caldwell
Portland Expo Center
2060 N. Marine Drive
Portland, OR 97217
503.736.5241 fax

CONTRACTOR

METRO

By _____

By _____

Print Name _____

Print Name _____

Date _____

Date _____



Scope of Work – Attachment A

Contract No. 204071

1. Purpose and Goal of Work

Metro requires preventative maintenance as indicated in the Description of the Scope of Work for fire and life safety equipment. Services are required at the following facilities, but are not limited to:

- Portland Expo Center (Expo), 2060 North Marine Dr, Portland, OR 97217

Contractor shall provide all necessary equipment, product and skilled technicians to perform the required work. Reasonable care shall be employed to ensure that all Metro facilities and equipment is operated safely and maintained in proper operating condition. All work and equipment, its performance, use, inspection, testing and maintenance shall comply with all applicable codes and jurisdictions, including but not limited to the most recent amendment of the OR-OSHA and ANSI codes. In addition, all work shall be performed in accordance with the standards of NFPA 13, 25, 72, 72e, 72h, fc14-1, meet all requirements of the authority having jurisdiction, and meet all federal, state, and local rules, regulations, codes, and laws.

2. Description of the Scope of Work

Contractor shall provide preventative maintenance program including all inspections and maintenance requirements as prescribed by code for the following service tasks:

A. FIRE SPRINKLER AND ALARM SYSTEMS

The following work is to be performed on fire sprinkler and alarm systems and components annually. Unless otherwise specified, systems are to be checked per code requirements.

- Test, inspect and seal all Control Valves
- Inspect Fire Department Connection(s)
- Flow test Main Drain
- Flow test farthest branch inspector drain
- Test and calibrate all Pressure Gauges
- Visually inspect all sprinkler piping components
- Visually inspect all sprinkler heads and pendants, clean any that are fouled or loaded
- Inspect and test all water flow switches, tamper switches, accelerators and compressors
- Inspect and test all system check and backflow prevention valves
- Drain low point drains
- Trip and test dry pipe valves, switches and alarm points, drain after test
- Test all system supervisory functions and panel operations
- Inspect, calibrate and clean all smoke detectors and test for:
 - Sensitivity, Circuit Supervision (as applicable) and Alarm Functions
- Inspect all heat detectors and test for:
 - Circuit Supervision (as applicable) and Alarm Functions
- Test all manual pull stations and remote annunciators for proper operation
- Test all audible and visual devices for proper operation, ensure correct maximum and minimum sound levels (db levels) and synchronization in all areas
- In cooperation with elevator contractor, test and verify all elevator alarm and lockout functions

Expo Quantity	Hall A & B: Notifier; Hall D: SimplexGrinnell 4010; Hall E: EST EST-2
	See Exhibit A

Scope of Work – Attachment A

Contract No. 204071

Five Year Required Sprinkler System Testing: Contractor shall perform the required five-year testing and inspection of sprinkler systems based on each facilities' schedule. Contractor shall perform the following work:

Expo	
Item	Description
1	Backflush Fire Department Connection
2	Perform internal pipe inspections – 2 per year
3	Pressure test dry standpipes
4	Supply microbial test kit and perform sampling for microbial growth test

B. ALARM SYSTEMS – PANIC / HOLDUP, THEFT, FIRE – 24 HOUR MONITORING; ATM MONITORING INCLUDED

Contractor shall provide services for the continuous monitoring of alarm systems, including call-out to local police and fire authorities, notification of alarms to Metro staff, allowance for offline testing of systems and after-action reporting to Metro. Metro anticipates there may be a need for initial installation, hardware and programming of monitoring equipment by Contractor. Systems include:

Expo Quantity	Hall A & B: Notifier; Hall D: SimplexGrinnell 4010; Hall E: EST EST-2
	See Exhibit A for quantities
Expo Quantity	Halls A, D and E ATMs
3	See Exhibit B

C. FIRE DOOR SYSTEMS

Annually, Contractor shall inspect and test all fire doors, including conducting drop tests on rolling gravity and powered doors per NFPA 80:

Expo Quantity	Door
6	Powered Coil Doors, 20 ft H x 18 ft W, electrically triggered, monitored,
1	Roll-up 3 ft H x 4ft W, West Delta Restaruant ft w/fusible thermal link
1	Roll-up 9'4" x 8 ft w/fusible thermal link

D. EMERGENCY LIGHTING SYSTEM:

Annually, Contractor shall inspect and test and inspect all emergency light fixtures including battery testing per code requirements.

E. PORTABLE FIRE EXTINGUISHERS

Contractor shall provide routine extinguisher servicing that encompasses only the inspection and maintenance requirements in NFPA 10, Chapter 7 for portable extinguishers. Annually, Contractor shall inspect and tag all portable fire extinguishers in all three buildings. After this annual service, Contractor shall advise Metro about any necessary repairs or replacement due to age, damage or other factors. Contractor shall commence additional work at the approval of Metro.

Scope of Work – Attachment A

Contract No. 204071

K-Type portable extinguishers are not included in this section. Servicing of that type is covered under the Kitchen Hood and Wet Chemical Kitchen Suppression System section.

Expo Quantity	Extinguisher
81	ABC, 5 lb

F. KITCHEN HOOD CLEANING AND FIRE SUPPRESSION SYSTEM MAINTENANCE

Every six months, Contractor shall perform the following service:

- Thoroughly clean the hood, filters, ductwork and exhaust stack in order to remove cooking fats and grease
- Perform semi-annual service on both the hood system and the portable backup hand extinguisher in accordance with manufacturer requirements and using only genuine manufacturer parts and supplies
- Advise Metro of any repairs necessary beyond the normal service items involved in the semi-annual service

Expo	Equipment
E-1 Stand	Two Ansul R-102 three gallon exhaust hood system is installed, (6 gallons) along with an Ansul K-Type backup hand extinguisher
E-2 Stand	Two Ansul R-102 three gallon exhaust hood system is installed, (6 gallons) along with an Ansul K-Type backup hand extinguisher
D-1 Stand	Two Ansul R-102 three gallon exhaust hood system is installed, (6 gallons) along with an Ansul K-Type backup hand extinguisher
D-2 Stand	Two Ansul R-102 three gallon exhaust hood system is installed, (6 gallons) along with an Ansul K-Type backup hand extinguisher
A Stand	PLC-350 exhaust hood system is installed, along with an Ansul K-Type backup hand extinguisher
C Stand	PLC-350 exhaust hood system is installed, along with an Ansul K-Type backup hand extinguisher
Kitchen South	Four Ansul R-102 three gallon exhaust hood system is installed (12 gallons), along with an Ansul K-Type backup hand extinguisher
Kitchen North	One Ansul R-102 three gallon exhaust hood system is installed, (3 gallons) along with an Ansul K-Type backup hand extinguisher

G. LABOR RATES

Days/Hours of Service	Type	Rate per hour	Overtime Rate per hour
Monday- Friday, 7:00am-5:00pm	Regular	\$98.00	\$147.00
Monday -Friday, 5:00pm - 7:00am & Saturday-Sunday, 7:00am - 5:00pm	Evening	\$147.00	\$147.00
Saturday- Sunday, 7:00am-5:00pm	Weekend	\$196.00	\$196.00
Saturday- Sunday, 5:00 pm- 7:00am & All Observed Holidays	Emergency	\$196.00	\$196.00

Scope of Work – Attachment A

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H. RECORDKEEPING

Contractor shall provide and maintain one of the following:

- an online account portal that allows Metro to access work orders, inspection records and other account details, or
- all inspection and work order records in an electronic format and provide appropriate updates when any work under the terms and conditions of this Contract is conducted.

I. RESPONSE TIME / EMERGENCY SERVICE:

Contractor will respond by phone within 1 hour of notification for an emergency service call and be on site within 2 hours of notification for an emergency service call. For non-emergency service calls, contractor will respond within 48 hours from the time of the notification call.

3. **Deliverables/Outcomes**

Contractor shall perform the work as scheduled with Metro staff.

4. **Payment and Billing**

Contractor shall perform the above work for a maximum price not to exceed One Hundred Twenty Five Thousand, Four Hundred Fifty Eight AND 00/100TH DOLLARS (\$125,458.00).

The maximum price includes all fees, costs and expenses of whatever nature. Each of Metro's payments to Contractor shall equal the percentage of the work Contractor accomplished during the billing period. Contractor's billing invoices shall include the Metro contract number, Contractor name, remittance address, invoice date, invoice number, invoice amount, tax amount (if applicable), and an itemized statement of work performed and expenses incurred during the billing period, and will not be submitted more frequently than once a month. Contractor's billing invoices shall be sent to Metro Accounts Payable, 600 NE Grand Avenue, Portland, OR 97232-2736 or metroaccountspayable@oregonmetro.gov. The Metro contract number shall be referenced in the email subject line. Contractor's billing invoices for services through June 30 shall be submitted to Metro by July 15. Payment shall be made by Metro on a Net 30 day basis upon approval of Contractor invoice.

Exhibit A – Portland Expo Center – Fire System

Building: Expo Center Halls A,B and C		Control Panel: 1 - Notifier -		
Device Type	Location			
Control				
Annunciator	1st At Hall C Section 25			
Battery	1st At Hall A Maintenance Office Dialer			
Battery	1st At Hall A Maintenance Office			
Battery	1st At Hall A Maintenance Office			
Communicator	1st At Hall A Maintenance Office			
Control Panel	1st At Hall A Maintenance Office			
Voice Evacuation	1st At Hall A Maintenance Office			
Initiating				
Beam Detector	1st At Hall C			
Beam Detector	1st At Hall C			
Beam Detector	1st At Hall C			
Beam Detector	1st At Hall A			
Beam Detector	1st At Meeting Room Hall A			
Beam Detector	1st At Hall A			
Beam Detector	1st At Hall A			
Beam Detector	1st At Hall A			
Beam Detector	1st At Hall A			
Beam Detector	1st At Hall B			
Beam Detector	1st At Hall B			
Beam Detector	1st At Hall B			
Pull Station	1st At Hall C Entrance/Exit			
Pull Station	1st At Hall C Entrance/Exit Section 25			
Pull Station	1st At Hall C Entrance/Exit Section 28			
Pull Station	1st At Hall C Section 23			
Pull Station	1st At Hall A By FACP			
Pull Station	1st At Hall A			
Pull Station	1st At Hall A Main Show Office			
Pull Station	1st At Hall A Main Show Office			
Pull Station	1st At Hall B			
Pull Station	1st At Hall B			
Pull Station	1st At Hall B			
Pull Station	1st At Hall B West 2			
Pull Station	1st At Hall B			
Pull Station	1st At Hall A			
Pull Station	1st At Hall A Lobby			
Pull Station	1st At Hall A Operations Office			
Smoke Detector	1st At Womens Restroom Hall B			
Smoke Detector	1st At Womens Restroom Hall B			
Smoke Detector	1st At Electrical Room Hall B			
Smoke Detector	1st At Womens Restroom			
Smoke Detector	1st At Mens Restroom			
Smoke Detector	1st At Mens Restroom			
Smoke Detector	1st At Womens Restroom			
Smoke Detector	1st At Womens Restroom			
Smoke Detector	1st At Mens Restroom			
Smoke Detector	1st At Operations			
Smoke Detector	1st At Mens Restroom Hall B			
Smoke Detector	1st At Womens Restroom Hall B			
Waterflow Switch	1st At Hall B			

Device Type	Location			
Waterflow Switch	1st At Sprinkler Room 6			
Waterflow Switch	1st At Sprinkler Room 4			
Waterflow Switch	1st At Sprinkler Room 3			
Waterflow Switch	1st At Sprinkler Room 2			
Waterflow Switch	1st At Sprinkler Room 1			
Waterflow Switch	1st At Sprinkler Room Operations			
Waterflow Switch	1st At Sprinkler Room 20			
Waterflow Switch	1st At Sprinkler Room 20			
Monitor				
Monitoring	1st At Hall A Maintenance Office			
Supervisory				
Air Pressure Switch	1st At Hall B			
Air Pressure Switch	1st At Sprinkler Room 6			
Air Pressure Switch	1st At Sprinkler Room 4			
Air Pressure Switch	1st At Sprinkler Room 3			
Air Pressure Switch	1st At Sprinkler Room 2			
Air Pressure Switch	1st At Sprinkler Room 1			
Air Pressure Switch	1st At Sprinkler Room Operations			
Tamper Switch	1st At Sprinkler Room By FACP			
Tamper Switch	1st At Sprinkler Room By FACP			
Tamper Switch	PIV's 1, 2, 3, 4, 5, 6, 7, 19, 20, M20, M4, M5			
Summary				
Air Pressure Switch				7
Annunciator				1
Battery				3
Beam Detector				1
Beam Detector				12
Communicator				1
Control Panel				1
Monitoring				1
Pull Station				16
Smoke Detector				12
Tamper Switch				14
Voice Evacuation				1
Waterflow Switch				9
Total				79
Building: Expo Center Hall D		Control Panel: 1 - SimplexGrinnell 4010		
Device Type	Location			
Auxiliary				
Elevator	1st At Elevator Room			
Elevator	1st At Elevator Room			
Elevator	1st At Elevator Room			
Elevator	1st At Elevator Room			
Elevator	1st At Elevator Room			
Control				
Annunciator	1st At Main Entrance			
Battery	1st At Electrical/FACP Room			
Battery	1st At Electrical/FACP Room			
Battery	1st At Electrical/FACP Room			

Device Type	Location			
Battery	1st At Electrical/FACP Room			
Battery	1st At Electrical/FACP Room			
Battery	1st At Electrical/FACP Room			
Battery	1st At Electrical/FACP Room			
Battery	1st At Electrical/FACP Room			
Communicator	1st At Electrical/FACP Room			
Control Panel	1st At Electrical/FACP Room			
Expander Panel	1st At Electrical/FACP Room			
Power Supply	1st At Electrical/FACP Room			
Voice Evacuation	1st At Electrical/FACP Room			
Initiating				
Heat Detector	1st At Snack Bar			
Heat Detector	1st At Snack Bar			
Heat Detector	1st At Custodian Room			
Heat Detector	1st At Elevator Room			
Heat Detector	1st At Snack Bar			
Heat Detector	1st At Snack Bar			
Pull Station	1st At Hallway By Kitchen			
Pull Station	1st At Kitchen			
Pull Station	1st At Kitchen			
Pull Station	1st At Hallway By Electrical Rm			
Pull Station	1st At Loading Dock			
Pull Station	1st At Loading Dock Storeroom			
Pull Station	1st At Loading Dock			
Pull Station	1st At Loading Dock			
Pull Station	1st At Exhibit Hall			
Pull Station	1st At Exhibit Hall			
Pull Station	1st At Main Entrance			
Pull Station	1st At Main Entrance			
Pull Station	1st At Main Entrance			
Pull Station	1st At By Snac Bar			
Pull Station	1st At By Snack Bar			
Pull Station	1st At By Snack Bar			
Pull Station	2nd At Stair			
Pull Station	2nd At Stair			
Smoke Detector	1st At Electrical/FACP Room			
Smoke Detector	1st At Hallway By Kitchen			
Smoke Detector	1st At Kitchen Storeroom			
Smoke Detector	1st At Hallway By Electrical Rm 148			
Smoke Detector	1st At Electrical Rm 148			
Smoke Detector	1st At Electrical Rm 155			
Smoke Detector	1st At Electrical Rm 155			
Smoke Detector	1st At Hallway By Electrical Rm 155			
Smoke Detector	1st At Hallway Loading Dock			
Smoke Detector	1st At Hallway Loading Dock			
Smoke Detector	1st At Hallway Loading Dock			
Smoke Detector	1st At Engineering Room			
Smoke Detector	1st At Roof Access Room			
Smoke Detector	1st At Loading Dock			
Smoke Detector	1st At Loading Dock Storage			
Smoke Detector	1st At Loading Dock Storage			
Smoke Detector	1st At Loading Dock Storage			
Smoke Detector	1st At Electrical Room 123			
Smoke Detector	1st At Lobby Entrance			
Smoke Detector	1st At Lobby Entrance			

Device Type	Location			
Smoke Detector	1st At Loading Dock Storage			
Smoke Detector	1st At Loading Dock Storage			
Smoke Detector	1st At Loading Dock Storage			
Smoke Detector	1st At Main Entrance			
Smoke Detector	1st At Main Entrance			
Smoke Detector	1st At Main Entrance			
Smoke Detector	1st At Main Entrance			
Smoke Detector	1st At West Delta Bar & Grill			
Smoke Detector	1st At Elevator Lobby Rear			
Smoke Detector	1st At Elevator Lobby Front			
Smoke Detector	1st At Storage Area By Elevator			
Smoke Detector	1st At Elevator Room			
Smoke Detector	1st At Electrical Room 115			
Smoke Detector	2nd At Elevator Lobby			
Smoke Detector	2nd At Top Of Stair			
Smoke Detector	2nd At Main Office Hallway			
Smoke Detector	2nd At Main Office Hallway			
Smoke Detector	2nd At High Ceiling Balcony			
Smoke Detector	2nd At High Ceiling Balcony			
Smoke Detector	2nd At High Ceiling Balcony			
Smoke Detector	2nd At Hallway Balcony			
Smoke Detector	2nd At Hallway Balcony			
Smoke Detector	2nd At Hallway Balcony			
Smoke Detector	2nd At Hallway Balcony			
Smoke Detector	2nd At Stair			
Smoke Detector	2nd At Electrical Room 211			
Smoke Detector	2nd At Elevator Lobby Rear			
Waterflow Switch	1st At Sprinkler Room			
Waterflow Switch	1st At Sprinkler Room			
Waterflow Switch	1st At Sprinkler Room			
Waterflow Switch	1st At Sprinkler Room			
Monitor				
Monitoring	1st At Electrical/FACP Room			
Supervisory				
Air Pressure Switch	1st At Sprinkler Room			
Air Pressure Switch	1st At Sprinkler Room			
Tamper Switch	1st At Sprinkler Room			
Tamper Switch	1st At Sprinkler Room			
Tamper Switch	1st At Sprinkler Room			
Tamper Switch	1st At Sprinkler Room			
Tamper Switch	1st At Sprinkler Room			
Tamper Switch	PIV			
Summary				
Air Pressure Switch				2
Annunciator				1
Battery				8
Communicator				1
Control Panel				1
Elevator				5
Expander Panel				1
Heat Detector				6
Monitoring				1
Power Supply				1
Pull Station				18

Device Type	Location			
Smoke Detector				47
Tamper Switch				6
Voice Evacuation				1
Waterflow Switch				4
Total				103

Building: Expo Center Hall E

Control Panel: 1 - EST EST-2

Device Type	Location			
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Control

Battery	1st At FACP Room Dialer
Battery	1st At FACP Room
Battery	1st At FACP Room
Battery	1st At FACP Room
Battery	1st At FACP Room
Communicator	1st At FACP Room
Control Panel	1st At FACP Room
Printer	1st Floor
Voice Evacuation	1st At FACP Room

Initiating

Duct Detector	1st At Room 111
Duct Detector	1st At Roof
Duct Detector	1st At Roof
Duct Detector	1st At Roof
Duct Detector	1st At Roof
Pull Station	1st At Near Pizzeria
Pull Station	1st At Near Hall E Breeze Way
Pull Station	1st At In Breeze Way
Pull Station	1st At In Breeze Way
Pull Station	1st Near Womens Restroom
Pull Station	1st Near Hall E1 Exit
Pull Station	1st At Main Entrance
Pull Station	1st At Main Entrance
Pull Station	1st At Main Entrance
Pull Station	1st At Main Entrance By E102
Pull Station	1st Near Gourmet Grill
Pull Station	1st At Hall Exit
Pull Station	1st Near Womens Restroom
Smoke Detector	1st At FACP Room
Smoke Detector	1st At Electrical Room 111
Smoke Detector	1st At Electrical Room 119
Smoke Detector	1st At Electrical Room 136
Waterflow Switch	1st At Riser E6
Waterflow Switch	1st At Riser E5
Waterflow Switch	1st At Riser E4
Waterflow Switch	1st At Riser E3

• Monitor

Monitoring	1st At FACP Room
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Supervisory

Air Pressure Switch	1st At Riser E2
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Device Type	Location			
Air Pressure Switch	1st At Riser E2			
Tamper Switch	1st At Riser E2			
Tamper Switch	1st At Riser E3			
Tamper Switch	1st At Riser E4			
Tamper Switch	1st At Riser E5			
Tamper Switch	1st At Riser E6			
Tamper Switch	PIV			
Summary			Quantity	
Air Pressure Switch			2	
Battery			5	
Communicator			1	
Control Panel			1	
Duct Detector			5	
Monitoring			1	
Printer			1	
Pull Station			13	
Smoke Detector			4	
Tamper Switch			6	
Voice Evacuation			1	
Waterflow Switch			4	
Total			44	

From: Dave Coffey
To: Procurement Bids and Proposals
Subject: RE: RFB 2687
Date: Friday, May 23, 2014 7:56:09 AM
Attachments: image002.png
image003.png

Angela also missing from the RFB is that Metro Regional is to be inspected after normal working hours (not shown in the RFB) for fire alarm, emergency lighting, mag hold opens, and sprinklers, an overtime expense. Fire extinguishers are inspected during normal working hours. Cosco had to bid the fire alarm, emergency lighting, mag hold open doors, and the sprinkler inspection work to be performed at normal working hours to be competitive in the bidding process. The pricing at Metro Regional overtime/afterhours rates are:

1. Metro Regional Emergency Lighting:

Year one: \$3,800.00

Year two: \$3,914.00

Year three: \$4,032.00

Year four: \$4,253.00

Year five: \$4,380.00

2. Metro Regional Mag hold open doors:

Our testing pricing listed on the original bid form is OK for this scope of work.

3. Metro Regional Fire Sprinklers and Alarm Systems:

Year one: \$6,885.00

Year two: \$7,092.00

Year three: \$7,305.00

Year four: \$7,525.00

Year five: \$7,550.00

The only remaining thing not covered by the RFB is, after speaking with Jim Caldwell at the Expo Center after the bid date, there are three ATM machines that are monitored. We bid to monitor the three fire alarm system, but not the ATM'S, (not shown in the RFB). With the addition of the ATM'S at the Expo the pricing for monitoring will be:

Year one: \$2,100.00

Year two: \$2,163.00

Year three: \$2,228.00

Year four: \$2,295.00

Year Five: \$2,364.00

Please contact me with any questions or concerns. Thank you.

With Kind Regards

Dave Coffey

Senior Account Executive

MERC Staff Report

Agenda Item/Issue: For the purpose of approving a contract with Cosco Fire Protection for fire and life safety systems maintenance and repair services at the Portland Expo Center.

Resolution No: 14-22

Date: July 9, 2014

Presented by: Matthew P. Rotchford

Background:

MERC Staff prepared and issued Bid Documents and a Request for Bids in accordance with MERC's Purchasing Policies for Fire Life and Safety Maintenance and Repair Services at the Portland Expo Center, Portland' 5, Oxbow and Blue Lake Parks, and Metro Regional Center. Metro procurement staff encouraged and coordinated an agency-wide solicitation process to allow for more flexibility and potential cost savings. The RFB was published in the *Daily Journal of Commerce*, *Asian Reporter* and posted on the state of Oregon ORPIN website.

The services requested for Expo include preventative maintenance on fire and life safety equipment as well as all necessary repairs, replacement product and skilled technicians' labor. All work and equipment, its performance, use, inspection, testing and maintenance shall comply with all applicable codes and jurisdictions. The following Expo Center fire and life safety equipment was included in this bidding process.

- Fire sprinkler system testing and inspection of system and alarm systems and components
- Services for continuous monitoring of alarm systems including ATMs and the elevator
- Inspection and testing of all fire doors, including conducting drop tests on rolling gravity and powered doors
- Servicing of fire extinguishers encompassing inspection, tagging and maintenance and hydro-testing
- Kitchen hood cleaning and fire suppression system maintenance (clean hoods, filters, ductwork and exhaust stack) and hydro-testing
- Provide labor, materials and parts for any emergency or routine repairs during the life of the contract which includes emergency paging and lighting maintenance and repairs.

Two bids were received and neither of the respondents were FOTA or MWESB certified. The lowest responsible and responsive bidder was Cosco Fire Protection Inc. Each venue and park prepared their own 5-year contract specific to their respective facility needs for maintenance, inspections, testing, monitoring and repair services related to fire life and safety. The Expo Center contract included services in the areas of fire alarms, sprinkler, fire suppression and hoods, fire extinguishers, backflows, coil/fire doors and the Expo elevator.

Fiscal Impact: This contract expense is budgeted in the Expo budget on an annual basis.

Recommendation: Staff recommends the Metropolitan Exposition-Recreation Commission approve Resolution No. 14-22 approving a 5-year contract with Cosco Fire Protection, Inc. for fire and life safety maintenance and repair services for the Portland Expo Center; and, authorizing the Deputy Chief Operating Officer to execute the contract.