

BEFORE THE METRO CONTRACT REVIEW BOARD

FOR THE PURPOSE OF AUTHORIZING A) RESOLUTION NO. 94-1913
REQUEST FOR PROPOSALS FOR)
DESIGN/BUILD COMPETITION)
FOR PROCUREMENT OF)
EXTERIOR SIGNAGE FOR METRO)
REGIONAL CENTER) Introduced by
Finance Committee

WHEREAS, additional exterior signage which would identify the building and provide directional assistance to visitors has been determined to be necessary for the Metro Regional Center; and

WHEREAS, a design/build request for proposals for such exterior signage has been prepared and is attached as Attachment 1; and

WHEREAS, the alternative design/build process will enable Metro to procure high quality exterior signage at reduced cost and in less time than the competitive bid process; and

WHEREAS, the alternative design/build process will not encourage favoritism or substantially diminish competition;

NOW, THEREFORE BE IT RESOLVED, that the Metro Contract Review Board takes the following action:

1. Finds that the design/build process for procurement of exterior signage for Metro Regional Center will result in substantial cost savings and will not encourage favoritism or diminish competition.
2. Authorizes the Executive Officer to execute a contract in a form substantially similar to the attached Exhibit A for the design, fabrication and installation of exterior signage for Metro Regional Center.

ADOPTED by the Metro Contract Review Board this 10th day of March, 1994.


Judy Wyers
Presiding Officer

EXHIBIT A

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 1992 Metro Charter, whose address is 600 N.E. Grand Avenue, Portland, Oregon 97232-2736, and _____

_____, whose address is _____

___ 97___, 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 _____, 19__ through and including _____, 19__.

ARTICLE III

CONTRACT SUM AND TERMS OF PAYMENT

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

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 \$500,000 per occurrence. If coverage is written with an aggregate limit, the aggregate limit shall not be less than \$1,000,000. 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 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.

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

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: _____

PUBLIC FOR
9/22/92

Attachment A

SCOPE OF WORK

A. GENERAL

Contractor will design, fabricate, and install certain exterior signage at the Metro Regional Center building in Portland Oregon in accordance with the submitted Design Proposal and this Scope of Work. In addition Contractor will warranty Contractor's work for a period of one year. Project Manager for Metro is Berit Stevenson.

B. DESIGN PHASE

1. Contractor will design an exterior signage system which meets the following Contract Performance Specifications:
 - a. Provide exterior signage which identifies the new Metro Regional Center and which assists both pedestrian and vehicle traffic to building entrances and visitor parking which is located on the first level of the adjacent parking garage.
 - b. Incorporate the new Metro logo in the signage design as appropriate.
 - c. Comply with all relevant code requirements, including Americans with Disabilities Act (ADA) and all City of Portland building code and planning regulations.
 - d. In the event signage is lighted, Metro shall be responsible for providing power to the signage site.
 - e. The maximum amount of funds available for this work is \$25,000.
2. Contractor will meet with Project Manager to define/confirm design criteria.
3. Based on concept design drawings and information provided by Project Manager, Contractor will prepare and present schematic design drawings with preliminary message schedule for each location to

Project Manager for review. Project Manager's review shall be completed and drawings returned within 5 working days.

4. Based on the approved schematic design, prepare and present to Project Manager final design drawings which indicate architectural graphics details, component locations, size, color, material and message. Project Manager's review shall be completed and drawings returned within 5 working days.
5. Prepare construction documentation necessary for fabrication and installation. Issue complete set of construction documentation to Project Manager.
6. Costs of graphic reproduction, blue-printing, typesetting, mock-ups, models, courier service, shipping and delivery charges shall be the responsibility of Contractor.

C. FABRICATION AND INSTALLATION PHASE

1. Contractor shall commence fabrication of the signage components in accordance with the construction documentation in a timely manner.
2. Contractor shall be responsible for all arrangements and transportation costs associated with the preparation and shipping of signage components to the Metro Regional Center.
3. Contractor shall provide Project Manager with at least five working days notice prior to commencement of on-site installation activities.
4. Contractor shall provide all labor, tools and equipment necessary for the proper installation of the signage.
5. Contractor shall be responsible for all permits and licenses required by the Scope of Work.
6. Contractor and all subcontractors who perform on-site installation activities shall be currently registered with the Oregon Construction Contractor's Board.
7. Contractor shall remove all installation debris from the site.
8. Contractor shall provide Project Manager with maintenance data for all signage components as appropriate.

D. SCHEDULE

Contractor shall complete all tasks including installation by June 30, 1994.

ATTACHMENT B

A. COMPENSATION AND PAYMENT

1. Contractor shall act as an independent contractor in the performance of all work, shall in no event be considered an employee of Metro, and shall be entitled only to the maximum compensation due which is \$_____.

2. Contractor will be paid for work performed based upon the following payment schedule:

| | |
|-------------------------------------|-----|
| Design complete | 40% |
| Fabrication 50% complete | 20% |
| Installation complete | 30% |
| Final acceptance by Project Manager | 10% |

3. Payments will be made to Contractor based on the payment schedule above within 30 days of receipt of invoice.

4. Contractor shall identify and certify his tax status by execution of IRS form W-9, attached as Attachment , prior to or simultaneous with Contractor's first invoice request.

STAFF REPORT

FOR THE PURPOSE OF AUTHORIZING RESOLUTION NO. 94-1913 WHICH PROVIDES FOR A REQUEST FOR PROPOSALS DESIGN/BUILD COMPETITION FOR EXTERIOR SIGNAGE FOR METRO REGIONAL CENTER

Date: February 14, 1994

Presented by: Berit Stevenson

FACTUAL BACKGROUND AND ANALYSIS

The renovation work at Metro Regional Center has been substantially complete since May 1993. However, the building is deficient in exterior signage which would both identify the building and provide direction to the visitor parking in the adjacent parking garage. To provide such exterior signage, a design/build RFP has been prepared. The advantages which the design/build method provides are (1) cost savings and (2) reduced project schedule.

Staff anticipate that the design/build process will save approximately \$3,000 to \$5,000 in reduced design services. Under the design/build scenario, the "construction documentation" and the "bid and award" phases of the designer's scope of work are either not required at all or are required at much reduced levels. Also, value engineering, a significant cost saving process, is an inherent element of design/build contracts in which the designer and the fabricator/installer are a single contracting entity.

In addition, staff believe that the design/build process will shorten the overall project schedule by four to six weeks. The design/build process requires a single competitive procurement process for both design services and fabrication/installation work as opposed to the traditional method which would require separate procurement processes for each. The staff time necessary to manage two separate procurement processes is conserved and it is expected that the new signage would be in place by mid-June.

Metro Code at section 2.04.041 (b) allows the Contract Review Board to exempt procurement via the competitive bidding process if it is found that such action will not encourage favoritism or substantially diminish competition and that substantial cost savings will result. In this instance, the design/build contractor would be selected via a competitive proposal process. Other factors in addition to costs will be evaluated. This competitive process will guard against favoritism and will allow competition.

BUDGET IMPACT

Staff estimate that the cost of the desired exterior signage is \$25,000. Funding for this cost is included in the Metro Headquarters project budget.

RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 94-1913.

ATTACHMENT

1

M E T R O

Request for Design/Build Proposals

Metro hereby solicits informal written proposals for the Design/Build of exterior signage for the Metro Regional Center building.

Proposal Information

Proposals are due (postmarks not accepted) until 5:00 P.M. PST, March 4 1994, at the Metro Regional Facilities Department, 600 N.E. Grand Avenue, Portland, OR 97232-2736, Attention: Berit Stevenson.

All proposals must be clearly marked "Metro Regional Center Design/Build Signage Proposal," and contain all information outlined herein.

Qualifications

Consultant and/or firm shall have a combination of documented technical expertise, professional experience on similar projects, and verifiable recommendations from previous accounts.

Scope of Work

The Scope of Work is the design, fabrication and installation of certain exterior signage for the Metro Regional Center. See the attached contract for the full Scope of Work.

Process

Metro shall review all responses and request additional information and/or interview respondents as necessary to make a timely decision. Contract negotiations may be pursued with the highest rated respondent or respondents as deemed necessary for an equitable decision and compliance with the inherent project schedule.

Evaluation Criteria

Each submittal will be evaluated in accordance with the following criteria:

| | <u>Points</u> |
|--|---------------|
| 1. Creativity and effectiveness of proposal concept design; | 40 |
| 2. Capacity to provide the proposed signage within established time constraint; | 10 |
| 3. Favorable, appropriate and specific references; | 25 |
| 4. Project Costs (includes Proposer's cost of services and additional cost borne by Metro which are necessary to prepare site for proposed signage components) | <u>25</u> |
| TOTAL | 100 |

Submittal Requirements

All respondents must provide at minimum the information requested below in a format not to exceed 10 typewritten pages. Submissions that do not clearly provide at least the level of information requested may be deemed nonresponsive to the requirements of this informal RFP and therefore eliminated from further consideration.

1. Firm name, or the name of each business participant on the consultant team. their form of organization (individual, corporation, joint venture, partnership, etc.), and an indication if the participant is a State certified Disadvantaged Business Enterprise (DBE), Minority Business Enterprise (MBE) or Women-Owned Business (WBE);
2. Identification of a designated contact person fully knowledgeable, capable and authorized to bind the Proposer;
3. Complete identification of the key individuals and their respective tasks and roles in the project, as well as specific biographical information on their educational background, personal experience and expertise for their respective assignments;
4. A list of the Proposer's relevant past projects including a description of the type of work and approximate dollar value of those contracts; an outline of the required organizational efforts and managerial controls provided; and an accounting of the number of participants, costs incurred and attendance funds

Proposal Content

Proposer shall include the following items/information:

- Concept design drawings of graphic component system;
- Location of proposed signage components;
- Proposed action for existing exterior signage;
- Proposer's cost of services.

| <u>Action Steps for Project Completion</u> | <u>Date</u> |
|--|-------------|
| Evaluations Complete | March 9 |
| Contract Execution/Project Commencement..... | March 14 |
| Design Complete..... | April 4 |
| Project Complete | June 17 |

COST OF PROPOSAL

This invitation 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 invitation.

ERRORS/OMISSIONS

Any Proposal may be deemed non-responsive if it does not strictly adhere to the required format or with any and all conditions of the request.

EXECUTION

Each Proposal shall give the Proposer's full business address and bear its legal signature.

Proposals by partnerships must list the full name of all partners and be signed by a partner or agent authorized to execute the contract on behalf of the partnership and identified by printed name and title.

Proposals by corporations must bear the legal name of the corporation, the name of the state of incorporation, and the signature of the officer or agent authorized to legally bind the corporation.

Upon request by Metro, satisfactory evidence of the authority of the partner or officer shall be furnished.

If the Proposal is signed by an agent who is not an officer of the corporation, or a member of the partnership, a notarized Power of Attorney must be on file with Metro prior to the submission deadline or be submitted with the Proposal. Without such notice of authority, the Proposal shall be considered improperly executed, defective and therefore nonresponsive.

A Proposal submitted by a joint venture must include a certified copy of the terms and conditions of the agreement creating the joint venture.

All signatures must be in longhand, with the name and title of the signer typed or printed below the signature.

To facilitate evaluation of Proposals, Metro requires that all Proposers adhere to the format, rules and procedures outlined by this RFP. Proposers that wish to take exception to, or comment upon, any provision within this RFP must document their concerns within the Proposal document.

Comments, conditions or exceptions should be thorough, succinct, well organized and therefore totally self-explanatory. The Proposal must leave no ambiguity, need no clarification, and allow no interpretation.

Metro encourages the Proposers to propose management alternatives that reuse, recycle, or recover energy from wastes.

Metro may deem nonresponsive and therefore reject any Proposal which fails to conform with, abide by, or otherwise comply with any of the above requirements.

INFORMATION RELEASE

All proposers are hereby advised and through submission of a proposal agree and release Metro to solicit and secure background information based upon the information including references provided in response to this RFP. Fully descriptive and complete information should therefore be provided to assist in this process and ensure the appropriate impact.

COMPLIANCE

Each Proposer shall inform itself of, and the Proposer awarded a contract 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, nondiscrimination on the basis of race, creed, color, sex or national origin in the employment of labor, protection of public and employee safety and health, environmental protection, waste reduction and recycling, the protection of natural resources, fire protection, burning and nonburning requirements, permits, fees and similar subjects.

PERMITS AND LICENSES

Each Proposer shall obtain and include in its Proposal the cost for all permits and licenses which may be required to perform the contract.

CONTRACT ACCEPTANCE

Through Proposal submission, each Proposer specifically agrees to all terms and conditions of the attached contract. In order to ensure equitable consideration of all Proposals, any requests for changes, additions or deletions to that contract must be requested in writing during the course of the competitive process. If unauthorized changes are included as part of and as a condition to the Proposal, Metro reserves the right to consider and act upon or dismiss from consideration any proposal not in strict compliance with all requirements contained herein.

CONTRACT EXECUTION

The successful Proposer shall, within seven (7) calendar days of Conditional Notice of Award, sign and deliver the above cited contract complete with all other Proposal requirements.

CONFLICT OF INTEREST

Through submission of a Proposal, each proposer thereby certifies that no officer, agent, or employee of Metro has a pecuniary interest in this project or has participated in contract negotiations on behalf of Metro; that the Proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer for the same call for Proposals; the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person(s) or firm(s).

BASIS OF AWARD

The award shall be made to the responsible Proposer(s) submitting the most advantageous Proposal to Metro. Metro reserves the right to reject any and/or all Proposals in whole or in part, and to waive irregularities not affecting substantial rights.

Additional Requirements:

MINORITY AND WOMEN-OWNED BUSINESS PROGRAM

In the event that any subcontracts are to be utilized in the performance of this agreement, the Proposer's attention is directed to Metro Code provisions 2.04.100 and 200.

Copies of that document are available from the Procurement and Contracts Division of Metro's Regional Facilities Department, 600 N.E. Grand Avenue, Portland, OR 97232 or call (503) 797-1717.

VALIDITY PERIOD AND AUTHORITY

Bidders' Proposals shall be considered valid for a period of at least ninety (90) days. The Proposal shall contain the name, title, address and telephone number of an individual or individuals with authority to bind the successful bidder during the 90 day evaluation period.

INTERPRETATION

The Director of Regional Facilities shall be the interpreter of all project requirements, and the judge of the sufficiency of performance hereunder by both parties.

FINANCE COMMITTEE REPORT

RESOLUTION NO. 94-1913 AUTHORIZING A REQUEST FOR PROPOSALS FOR DESIGN/BUILD COMPETITION FOR PROCUREMENT OF EXTERIOR SIGNAGE FOR METRO REGIONAL CENTER

Date: March 1, 1994

Presented By: Councilor McLain

COMMITTEE RECOMMENDATION: At its February 23, 1994 meeting the Committee voted 4 to 1 to recommend Council adoption of Resolution No. 94-1913. Committee members voting in favor were Councilors Devlin, McLain, Monroe and Van Bergen. Councilor Kvistad voted against and Councilors Buchanan and Gardner were absent.

COMMITTEE DISCUSSION/ISSUES: Ms. Berit Stevenson, Project Manager, presented the Staff Report. She stated that the proposed work was designated as a "B" contract in the FY 93-94 Budget but that because a design/build approach is preferred the Contract Review Board must authorize an exemption to the competitive bidding process to allow the use of a request for proposals. Metro Code section 2.04.014 allows the exemption if such action will not encourage favoritism or diminish competition and will result in substantial cost savings. Ms. Stevenson indicated that the design/build process will save approximately \$3,000 to \$5,000 in reduced design service and that the issuance of an RFP will guard against favoritism and encourage competition. She pointed out that the purpose of the contract is to obtain better exterior signage both to identify the building and provide clearer direction to the visitor parking in the adjacent parking garage. She stated the maximum to be spent on this contract is \$25,000 which amount is included in the Metro Headquarters project budget.

In response to a question from Council Staff regarding the process for selecting a contractor, Ms. Stevenson stated that there will be a selection committee created and the Department would like a Councilor to participate on the Committee. Councilor McLain volunteered to serve on the Committee as a representative of the Finance Committee. Councilor Kvistad stated that he could not support this proposal since Metro has spent too much money already on the Metro Regional Center Building.