

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING THE)	RESOLUTION NO. 96-2422
RELEASE OF A REQUEST FOR PROPOSALS)	
FOR AN EXHIBIT FABRICATION)	Introduced by
CONSULTANT AND AUTHORIZING THE)	Mike Burton
EXECUTIVE OFFICER TO ENTER INTO A)	Executive Officer
MULTI-YEAR CONTRACT)	

WHEREAS, voters of the region approved an Oregon project at the Metro Washington Park Zoo; and

WHEREAS, exhibit fabrication is a specialty field which requires additional expertise than general construction; and

WHEREAS; the FY96-97 Metro Washington Park Zoo Capital Budget allocates funds to begin development of the Oregon project; and

WHEREAS, this Request for Proposals will solicit the services of a consultant to assist with the design and development of the Oregon project to ensure quality and cost effectiveness in exhibits and interpretives;

BE IT RESOLVED,

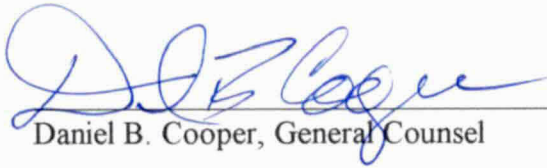
1. That the Metro Council hereby approves issuance of the Request for Proposals for an exhibit fabrication consultant attached to this Resolution as Exhibit A.
2. That the Council authorizes the Executive Officer to enter into a multi-year contract with the successful proposer.

ADOPTED by the Metro Council this 14th day of November, 1996.



Jon Kvistad, Presiding Officer

Approved as to form:



Daniel B. Cooper, General Counsel

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 96-2422 FOR THE PURPOSE OF ISSUING A REQUEST FOR PROPOSALS FOR AN EXHIBIT FABRICATION CONSULTANT ASSOCIATED WITH THE DEVELOPMENT OF THE OREGON PROJECT AT METRO WASHINGTON PARK ZOO

Date: November 4, 1996

Presented by: Y. Sherry Sheng

PROPOSED ACTION

Approval to issue a Request for Proposals to obtain the services of an exhibit fabrication consultant associated with the development the Oregon project at Metro Washington Park Zoo. This resolution would allow the zoo to proceed with issuing the Request for Proposals.

An exhibit fabrication consultant is being sought to assist with the construction of the Oregon project at the zoo. The new exhibit and entry are part of the zoo's long-range master plan.

Zoo design is a unique area of specialization beyond the realm of a traditional general contractor. The intent of the Metro Washington Park Zoo is to hire a specialist with experience in construction of simulated environments, visual illusions, electronic interactive equipment, and technical knowledge of artists materials for fabrication of high quality, animal resilient habitats.

Under the direction of the zoo project manager, the exhibit construction/fabrication consultant needs to perform the following services:

- Review design and specifications to insure constructibility of exhibit specialties for quality, budget and schedule.
- Analyze and recommend sequence of exhibit fabrication and construction specialties.
- Work with CM/GC to identify appropriate places for interface between the work of general construction trades and exhibit specialty work, in budget and schedule.
- Work with CM/GC to identify appropriate bid packages for exhibit and interpretive elements of the project.

- Prepare Request for Proposals for exhibit and interpretive bid packages to be issued by CM/GC or the zoo.
- Participate in review and selection of exhibit and interpretive contractor bid proposals with CM/GC. Participate in negotiations with fabrication contractors to maintain project budgets.
- Review exhibit and interpretive construction and fabrication submittals, samples, and on-site construction techniques to assure design quality, schedule, and compliance with the contract documents.
- Review and participate in evaluation of change proposals and change orders which occur during construction and fabrication of exhibits and interpretive elements.
- Interface with zoo design team and consultants.

Funding for the exhibit fabrication consultant will come from the project budget.

Metro Council, acting as Contract Review Board, is hereby requested to authorize the issue of the Request for Proposals.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends adoption of Ordinance No. 96-2422.

REQUEST FOR PROPOSALS FOR EXHIBIT FABRICATION CONSULTANT

I. INTRODUCTION

The Metro Washington Park Zoo, a department of Metro, a metropolitan service district organized under the laws of the state of Oregon and the 1992 Metro Charter is requesting proposals for an exhibit fabrication consultant. Proposals will be due no later than 3:00 p.m., Tuesday, December 3, 1996 at the Metro Washington Park Zoo, 4001 S.W. Canyon Road, Portland, Oregon 97221-2799. Details concerning the project and proposal are contained in this document.

II. BACKGROUND/HISTORY OF PROJECT

An exhibit fabrication consultant is being sought to assist with the construction of the Oregon project at the zoo. The new exhibit and entry are part of the zoo's long-range master plan. The plan, adopted in 1992, calls for gradual improvement of the zoo during a 25-year period. In addition to calling for physical changes, including construction of new exhibits and a new entry, the plan identifies other ways to improve the zoo for animals and visitors.

The Oregon project fulfills one focus in the long-range plan which is to put an emphasis on what we have in our region and help citizens know and understand more about our natural environment, including Oregon's threatened animal species, so they can help make decisions on relevant issues.

New exhibit

Plans for the new exhibit include the following natural Oregon habitats and features:

- The trail begins in an alpine area with mountain goats, marmots and other animals from the rocky slopes.
- A tree house looks out into aviaries with a variety of forest birds.
- A canopy experience allows vistas of the zoo's forest and the surrounding open spaces and natural areas.
- A mountain stream is home to native trout and salmon, which can be viewed from above and below water.
- An underground forest of fungi leads to views of river otters swimming underwater and a wetland with marsh plants, fish, great blue heron and bald eagle.
- A clearing in the forest is home to American black bears.
- At the edge of the forest, a family farm provides opportunities for visitors to pet farm animals, opossum and other creatures. Near the farm, a herd of elk graze in a spacious meadow.

- The path continues along a series of tide pools where sea stars, sea anemone and other creatures live among pounding action of simulated waves.
- A herd of sea lions and harbor seals reside on rocky cliffs.
- A colony of sea otters swim in a kelp forest. Visitors have both above and underwater views.

New Entry

The new entry will be centrally located in the parking lot, only 200 feet from a new light-rail station. It includes a restaurant and a gift shop, which will contain educational souvenirs. These facilities will help generate revenue to support the zoo. The entrance is scheduled to be completed by fall of 1998, when light-rail services begin. Relocation of the entrance will yield two benefits: zoo property can be used more effectively on a long-term basis and the convenience of the light-rail station at the zoo entrance will encourage people to use an environmentally sound transportation alternative.

Other Improvements

The project includes completion of the main pathway linking the Africa Rain Forest exhibit with Penguin Plaza. This will allow visitors a short cut to return to the main part of the zoo. New classrooms for educational use will be added. As new homes are created for many species, some of the oldest parts of the zoo will be removed.

Project Budget

The project will cost approximately \$30.5 million. Exhibit components include:

- \$13.75 million -- Oregon forest and water exhibits; African lion exhibit
- \$ 9.02 million -- new entrance plaza, restaurant, gift shop, picnic area, pathways, train station, and classrooms

Other costs include design and approximately \$3 million for interpretive elements.

Timeline

Final design of the project began immediately after voter approval of the bond measure. Design should take approximately one year. The project is planned to open in phases, with the return loop and classrooms opening in the summer of 1997, and the lion exhibit in the spring of 1998. The entry should open in the fall of 1998; the farm and waters, spring and summer of 1999; and the forest exhibit in 2000

III. PROPOSED SCOPE OF WORK/SCHEDULE

Zoo design is a unique area of specialization beyond the realm of a traditional general contractor. The intent of the Metro Washington Park Zoo is to hire a specialist with experience in construction of simulated environments, visual illusions, electronic

interactive equipment, and technical knowledge of artists materials for fabrication of high quality, animal resilient habitats. Appointment as exhibit fabrication consultant precludes bidding on any other portion of the work.

Under the direction of the zoo project manager, the exhibit construction/fabrication consultant needs to perform the following services:

- Review design and specifications to insure constructibility of exhibit specialties for quality, budget and schedule.
- Analyze and recommend sequence of exhibit fabrication and construction specialties.
- Work with CM/GC to identify appropriate places for interface between the work of general construction trades and exhibit specialty work, in budget and schedule.
- Work with CM/GC to identify appropriate bid packages for exhibit and interpretive elements of the project.
- Prepare Request for Proposals for exhibit and interpretive bid packages to be issued by CM/GC or the zoo.
- Participate in review and selection of exhibit and interpretive contractor bid proposals with CM/GC. Participate in negotiations with fabrication contractors to maintain project budgets.
- Review exhibit and interpretive construction and fabrication submittals, samples, and on-site construction techniques to assure design quality, schedule, and compliance with the contract documents.
- Review and participate in evaluation of change proposals and change orders which occur during construction and fabrication of exhibits and interpretive elements.
- Interface with zoo design team and consultants.

IV. QUALIFICATIONS/EXPERIENCE

Proposers shall have the following qualifications/experience:

- Licensed as an independent business with experience of at least five years as an enterprise in the zoo and museum exhibit industry.
- Experience in the management of all phases of zoo and museum exhibit fabrication.
- Minimum of ten years demonstrated experience in estimating, bidding, and contract negotiation of zoo and museum exhibits.
- Minimum of ten years demonstrated experience on projects with exterior and interior shotcrete or gunite artificial rockwork and trees, including cast forms, carved forms, latex molding techniques, and fiberglass.
- Ability to demonstrate responsiveness to budget restrictions and ability to produce exhibit specialties within restricted budgets.
- Proven ability to create and procure specialty fabrications on predetermined schedules.
- Ability to contractually commit to at least one experienced full-time project coordinator for three years to the Metro Washington Park Zoo project and provide

additional office support to the project coordinator as required based on the stage of the project.

- Proof of current and future projects and financial statements of solvency.
- Interview with proposed staff (including technical test).
- Portfolio evaluation.

V. PROJECT ADMINISTRATION

The zoo's contact for this project is the zoo project manager.

The exhibit fabrication consultant and the CM/GC, hired under a separate contract, will report to the zoo project manager.

The CM/GC will work in a partnership with the exhibit fabrication consultant in delivery of new exhibits for the zoo. The role of the CM/GC is to insure timely, cost effective construction and development of the full infrastructure for the built elements, including landscaping, for the zoo's Oregon exhibit by working in partnership with the EFC. They will develop timelines and allow for specialized suppliers to install such elements as simulated rocks and trees, electronic interpretive equipment, graphic panels, and other fabrication necessary for the successful completion of the project.

VI. PROPOSAL INSTRUCTIONS

- A. Pre-proposal meeting: This pre-proposal meeting/site visit is mandatory. Proposers are required to visit the site at 1:00 p.m., Thursday, November 14, 1996. Meet in the main zoo lobby (front reception area). No proposal shall be accepted from any person or firm not represented.

- B. Submission of Proposals
Five copies of the proposal shall be furnished to Metro, addressed to:
Metro Washington Park Zoo
Attn: John Fraser, Project Manager
4001 S.W. Canyon Road
Portland, Oregon 97221-2799

Deadline

Proposals will not be considered if received after 3:00 p.m. PST, December 3.

- C. RFP as Basis for Proposals:

This Request for Proposals represents the most definitive statement Metro will make concerning the information upon which Proposals are to be based. Any verbal information which is not addressed in this RFP will not be considered by

Metro in evaluating the Proposal. All questions relating to this RFP should be addressed to John Fraser at (503) 220-5704. Any questions, which in the opinion of Metro, warrant a written reply or RFP amendment will be furnished to all parties receiving this RFP. Metro will not respond to questions received after November 27, 1996.

D. Information Release

All proposers are hereby advised that Metro may solicit and secure background information based upon the information, including references, provided in response to this RFP. By submission of a proposal all proposers agree to such activity and release Metro from all claims arising from such activity.

E. 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 & 200.

Copies of that document are available from the Risk and Contracts Management Division of Administrative Services, Metro, Metro Center, 600 NE Grand Avenue, Portland, Oregon 97232 or by calling (503) 797-1717.

VII. PROPOSAL CONTENTS

The proposal should contain not more than 30 pages of written material (excluding biographies and brochures, which may be included in an appendix), describing the ability of the consultant to perform the work requested, as outlined below. The proposal should be submitted on recyclable, double-sided recycled paper (post consumer content). No waxed page dividers or non-recyclable materials should be included in the proposal.

- A. Transmittal Letter: Indicate who will be assigned to the project, who will be project manager, and that the proposal will be valid for ninety (90) days.
- B. Approach/Project Work Plan: Describe how the work will be done within the given timeframe and budget. Include a proposed work plan and schedule.
- C. Staffing/Project Manager Designation: Identify the project coordinator and specific personnel assigned to major project tasks, their roles in relation to the work required, percent of their time on the project, and special qualifications they may bring to the project. Include resumes of individuals proposed for this contract.

Metro intends to award this contract to a single firm to provide the services required. Proposals must identify a single person as project manager to work with Metro. The consultant must assure responsibility for any subconsultant work and shall be responsible for the day-to-day direction and internal management of the consultant effort.

- D. Experience: Indicate how your firm meets the experience requirements listed in section IV of this RFP. List projects conducted over the past five years which involved services similar to the services required here. For each of these other projects, include the name of the customer contact person, his/her title, role on the project, and telephone number. Identify persons on the proposed project team who worked on each of the other projects listed, and their respective roles.
- E. Cost/Budget: Present the proposed cost of the project and the proposed method of compensation. List hourly rates for personnel assigned to the project, total personnel expenditures, support services, and subconsultant fees (if any). Requested expenses should also be listed.
- F. Exceptions and Comments: To facilitate evaluation of proposals, all responding firms will adhere to the format outlined within this RFP. Firms wishing to take exception to, or comment on, any specified criteria within this RFP are encouraged to document their concerns in this part of their proposal. Exceptions or comments should be succinct, thorough and organized.

VIII. GENERAL PROPOSAL/CONTRACT CONDITIONS

- A. Limitation and Award: This RFP does not commit Metro to the award of a contract, nor to pay any costs incurred in the preparation and submission of proposals in anticipation of a contract. Metro reserves the right to waive minor irregularities, accept or reject any or all proposals received as the result of this request, negotiate with all qualified sources, or to cancel all or part of this RFP.
- B. Billing Procedures: Proposers are informed that the billing procedures of the selected firm are subject to the review and prior approval of Metro before reimbursement of services can occur. Contractor's invoices shall include an itemized statement of the work done during the billing period, and will not be submitted more frequently than once a month. Metro shall pay Contractor within 30 days of receipt of an approved invoice.
- C. Validity Period and Authority: The proposal shall be considered valid for a period of at least ninety (90) days and shall contain a statement to that effect. The proposal shall contain the name, title, address, and telephone number of an individual or individuals with authority to bind any company contacted during the period in which Metro is evaluating the proposal.

- D. Conflict of Interest. A Proposer filing a proposal thereby certifies that no officer, agent, or employee of Metro or Metro has a pecuniary interest in this proposal or has participated in contract negotiations on behalf of Metro; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer for the same call for proposals; the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

IX. EVALUATION OF PROPOSALS

- A. Evaluation Procedure: Proposals received that conform to the proposal instructions will be evaluated. The evaluation will take place using the evaluation criteria identified in the following section. Interviews will be requested prior to final selection of one firm.
- B. Evaluation Criteria: This section provides a description of the criteria which will be used in the evaluation of the proposals submitted to accomplish the work defined in the RFP.

Project Work Plan/Approach

1. Demonstration of understanding of the project objectives.
2. Performance methodology.

Project Staffing Experience

1. Project consultant
2. Commitment to project

Budget/Cost Proposal

1. Projected cost/benefit of proposed work plan/approach.
2. Commitment to budget and schedule parameters.

X. NOTICE TO ALL PROPOSERS -- STANDARD AGREEMENT

The attached personal services agreement is a standard agreement approved for use by the Metro Office of General Counsel. This is the contract the successful proposer will enter into with Metro; it is included for your review prior to submitting a proposal. Failure to respond will be interpreted as acceptance of the standard terms and conditions for contract and subsequent changes will not be considered.

Project _____
Contract No. _____

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, located at 600 N.E. Grand Avenue, Portland, OR 97232-2736, and _____, referred to herein as "Contractor," located at _____.

In exchange for the promises and other consideration set forth below, the parties agree as follows:

1. Duration. This personal services agreement shall be effective _____ and shall remain in effect until and including _____, unless terminated or extended as provided in this Agreement.
2. Scope of Work. Contractor shall provide all services and materials specified in the attached "Exhibit A -- Scope of Work," which is incorporated into this Agreement by reference. All services and materials shall be provided by Contractor in accordance with the Scope of Work, in a competent and professional manner. To the extent that the Scope of Work contains additional contract provisions or waives any provision in the body of this Agreement, the Scope of Work shall control.
3. Payment. Metro shall pay Contractor for services performed and materials delivered in the amount(s), manner and at the time(s) specified in the Scope of Work for a maximum sum not to exceed _____ AND _____/100THS DOLLARS (\$ _____).
4. Insurance.
 - a. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:
 - (1) Broad form comprehensive general liability insurance covering bodily injury and property damage, with automatic coverage for premises, operations, and product liability. The policy must be endorsed with contractual liability coverage; and
 - (2) Automobile bodily injury and property damage liability insurance.
 - b. Insurance coverage shall be a minimum of \$500,000 per occurrence. If coverage is written with an annual aggregate limit, the aggregate limit shall not be less than \$1,000,000.
 - c. Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS. Notice of any material change or policy cancellation shall be provided to Metro 30 days prior to the change or cancellation.

d. Contractor, its subcontractors, if any, and all employers working under this Agreement that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. Contractor shall provide Metro with certification of Workers' Compensation insurance including employer's liability. If Contractor has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached, as Exhibit B, in lieu of the certificate showing current Workers' Compensation.

e. If required by the Scope of Work, Contractor shall maintain for the duration of this Agreement professional liability insurance covering personal injury and property damage arising from errors, omissions, or malpractice. Coverage shall be in the minimum amount of \$500,000. Contractor shall provide to Metro a certificate of this insurance, and 30 days' advance notice of material change or cancellation.

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

6. Maintenance of Records. Contractor shall maintain all of its records relating to the Scope of Work on a generally recognized accounting basis and allow Metro the opportunity to inspect and/or copy such records at a convenient place during normal business hours. All required records shall be maintained by Contractor for three years after Metro makes final payment and all other pending matters are closed.

7. 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 that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such documents.

8. Project Information. Contractor shall share all project information and fully cooperate with Metro, informing Metro of all aspects of the project including actual or potential problems or defects. Contractor shall abstain from releasing any information or project news without the prior and specific written approval of Metro.

9. Independent Contractor Status. Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall Contractor be considered an employee of Metro. Contractor shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work. Contractor is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement. Contractor shall identify and certify tax status

and identification number through execution of IRS form W-9 prior to submitting any request for payment to Metro.

10. Right to Withhold Payments. Metro shall have the right to withhold from payments due to Contractor such sums as necessary, in Metro's sole opinion, to protect Metro against any loss, damage, or claim which may result from Contractor's performance or failure to perform under this Agreement or the failure of Contractor to make proper payment to any suppliers or subcontractors.

11. State and Federal Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapter 279, and the recycling provisions of ORS 279.545 - 279.650, to the extent those provisions apply to this Agreement. All such provisions required to be included in this Agreement are incorporated herein by reference. Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations including those of the Americans with Disabilities Act.

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

13. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by either party.

14. Termination. This Agreement may be terminated by mutual consent of the parties. In addition, Metro may terminate this Agreement by giving Contractor seven days prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Termination shall not excuse payment for expenses properly incurred prior to notice of termination, but neither party shall be liable for indirect or consequential damages arising from termination under this section.

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

16. Modification. Notwithstanding and succeeding any and all prior agreement(s) or practice(s), this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing(s), signed by both parties.

_____	METRO
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____