

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING) RESOLUTION NO. 99-2747
REQUEST FOR PROPOSALS FOR AN) Introduction by Mike Burton
EXHIBIT FABRICATOR AT OREGON ZOO) Executive Officer

WHEREAS, \$1.2 million of the Oregon project budget has been earmarked in the Capital Fund for the interpretive portion of the exhibit; and

WHEREAS, the Council has designated this project having significant impact on Metro; and

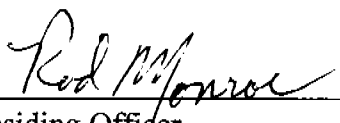
WHEREAS, the purpose of exhibitry is to provide an educational message to visitors through the creative development of signs, interpretative panels, and interactive visitor experiences, known as interpretative exhibitry; and

WHEREAS, the Steller Cove exhibit is slated to open in Summer of 2000, and the interpretative exhibitry for this phase of the project is estimated at \$250,000; and

BE IT RESOLVED,


That the Metro Council authorizes the Executive Officer to issue request for proposals and execute a contract for exhibit fabricator services with the selected proposer.

ADOPTED by the Metro Council this 28th day of January, 1999.



Presiding Officer

Approved as to Form:



Daniel B. Cooper, General Counsel

RECEIVED

JAN 04 1999

PROJECT MANUAL

RISK & CONTRACT
MANAGEMENT DIVISION

FINAL DESIGN, FABRICATION & INSTALLATION OF WATERS /STELLER COVE ECOSYSTEM INTERPRETIVE EXHIBITS

AND
COORDINATION WITH ARTISTS
FOR INSTALLATION OF COMMISSIONED ART WORK

...

OREGON ZOO

...

THE PORTICO GROUP

ARCHITECTS, LANDSCAPE ARCHITECTS & EXHIBIT DESIGNERS
217 Pine Street
Seattle, Washington 98101
(206) 621-2196

SUBCONSULTANTS TO

ANKROM MOISAN ASSOCIATED ARCHITECTS
Portland, Oregon

...

OCTOBER 1998

**REQUEST FOR PROPOSALS TO
EXHIBIT FABRICATION FIRMS
FOR INTERPRETIVES FOR THE
OREGON ZOO'S WATERS/STELLER COVE ECOSYSTEM**

I. INTRODUCTION/PROJECT BACKGROUND

The Oregon Zoo is constructing new exhibits featuring Oregon habitats which will include animal exhibits and interpretive elements. Metro is requesting proposals from exhibit fabricators with a minimum of five years experience working in the field of interpretive exhibits to create design and fabrication of exhibits meeting the intent shown for the Waters/Steller Cove Ecosystem.

The Oregon Zoo seeks to convey specific educational objectives and concepts through the exhibit. These concepts have been identified through a discussion process with regional and national experts, educators and artists. The basic concept is that groups of fascinating animals and plants inhabit coastal areas and Pacific coastal beaches and near shore waters are fertile, productive, diverse and fragile areas.

Metro reserves the right to amend any of the following descriptions or costs to the interpretive packages, and to omit items should any discrepancies exist between the proposal documents and the cost for fabrication. Proposals are due no later than 12:00 noon, _____, 1999, to the Deputy Director, Oregon Zoo, 4001 SW Canyon Road, Portland, OR 97221-2799. Details concerning the project and proposal are contained in this document.

A contract will be let as a Design/Build Contract, inclusive of, but not limited to, all necessary meetings, materials, submittals, shipping and installation, to the satisfaction of the Oregon Zoo. A budget of \$194,000 has been established for this project.

Through a separate selection process the Oregon Zoo will be commissioning artists to provide interpretive artworks within the Waters/Steller Cove Ecosystem area. The successful exhibit fabrication firm will be expected to coordinate installation and support for these artworks. The amount budgeted for artwork is \$106,000.

II. PROPOSED SCOPE OF WORK/SCHEDULE

A. Proposed Scope of Work

1. Metro is seeking proposals from qualified exhibit fabricators to perform the following services and to deliver the products described. The selected firm shall be contracted and shall base their work on the descriptions and media messages in Appendices A and C, and coordinate installation of those described in Appendix B.

2. All elements must be designed with the Americans with Disabilities Act in mind, so that the installations are safe and accessible, and so that wherever possible they incorporate elements that will have appeal to persons who are hearing or sight impaired, or physically or mentally disabled.

3. All work shall be durable and guaranteed for a minimum of five year's use in an outdoor Zoo setting. Any proposed changes in materials or in length of life of the artwork shall be approved in writing by Metro prior to any work proceeding on the exhibitry in question.

4. Metro will contract with artists described in Appendix B independently, to provide the needed artwork at locations throughout the exhibit. Some artwork will be installed by this exhibit fabricator. Individual items are identified in Appendix A and a schedule is attached as Appendix B. These Exhibits identify the general intent of the artwork and how it relates to the exhibit, although the artist's interpretation and delivery mechanisms are within the purview of the artist.

5. The Oregon Zoo will provide access to the zoo, and background material on the project animals.

6. All work shall be installed by the Interpretive Exhibit Fabricator using a submittal and review process, and shall be approved by the Oregon Zoo.

B. Project schedule

1. Request for proposals advertised
2. Site visit, 1:00 p.m. (meet at Zoo Entrance)
3. Proposals due for exhibit fabrication
4. Metro awards interpretive exhibit project
5. Metro awards artwork projects
6. First design submission
7. Fabrication commences
8. Black and White copies of interpretives for testing by Oregon Zoo volunteers due 8/12/99
9. Interpretive exhibitry, artwork installation and mechanical installation begins 2/7/00
10. Mechanical installation complete 4/10/00
11. Trouble shooting period 4/10/00-Summer 2000
12. Waters/Steller Cove Ecosystem exhibit opens Summer 2000

III. QUALIFICATIONS/EXPERIENCE

A. The firm must have a minimum of five years experience, under the same name, constructing exhibits for public museums and attractions in the United States.

B. The firm must have experience organizing, coordinating and installing exhibits in projects of equivalent size and scope to this contract.

C. The project lead proposed by the applicant will have previous experience working in a collaborative team on a minimum of three projects of a similar scale.

D. The successful firm shall demonstrate through previous work the ability to ascertain project cost, to provide exhibitry on time and on budget, while reflecting the integrity of the exhibit as a whole.

IV. PROJECT ADMINISTRATION

Metro's contact for this project is Kathy Kiaunis, Deputy Zoo Director.

V. PROPOSAL INSTRUCTIONS

PRE PROPOSAL MEETING:

Proposers are invited to attend an optional site visit at 1:00 p.m. on ~~January 4, 1999~~. Meet at the zoo's main entrance/reception area.

PROPOSALS DUE.

1. Mail or deliver one original and three copies of a proposal by noon on -----, 1999 to:

Oregon Zoo
4001 SW Canyon Road
Portland, OR 97221-2799
Attn: Deputy Director

2. The proposal should be submitted on recyclable, simply bound, double-sided recycled paper. No waxed paper dividers, plastic covers nor non-recyclable materials should be included in the proposal. Where color or photographs are desired, provide one copy with the original and include black and white copies in all other sets.

SINGLE COMPANY:

The Oregon Zoo or its representatives will let a contract to a single company. Any individuals or joint ventures shall name the contracting firm in their proposal.

RFP AS BASIS FOR PROPOSALS:

This Request for Proposals represents the most definitive statement that Metro will make concerning the information upon which Proposals are to be based.

MINORITY AND WOMEN-OWNED BUSINESSES:

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 provision 2.04.100.

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

COST OF PROPOSAL:

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

ERRORS/OMISSIONS:

Any Proposal may be deemed non-responsive by the Procurement Officer if it is: Not on the Proposal forms provided; contains errors or omissions, erasures, alterations, or additions of any kind; proposes prices which are unsolicited or obviously unbalanced; or not in complete conformance with any and all conditions of the bidding documents.

ADDENDA TO PLANS OR SPECIFICATIONS:

Requests for additional information or interpretation of the contract documents shall be delivered to the Project Manager, in writing, at least five (5) business days prior to the Proposal opening date and time. If, in the opinion of the Project Manager, additional information or interpretation is needed by the Proposers, an addendum will be issued to all known specification holders. The provisions of any written addenda issued by the Procurement Officer or Project Manager at least seventy two (72) hours prior to the Proposal opening date and time shall be binding upon the Proposers, and failure to obtain such addenda shall not excuse compliance therewith by the successful proposer.

MODIFICATION OF PROPOSAL:

An offer to modify the proposal which is received from the successful Proposer after award of contract which makes the terms of the Proposal more favorable or advantageous to Metro will be considered, and may thereafter be accepted. To be effective, every modification must be made in writing over the signature of the Proposer.

WITHDRAWAL OF PROPOSALS:

A Proposer may withdraw its proposal in person, or by written or telegraphic request which are received prior to the scheduled closing time for filing Proposals. A proposal may not be withdrawn by FAX. Negligence on the part of the Proposer in preparing his proposal confers no right to withdraw it after the scheduled closing time for filing Proposals.

LATE PROPOSALS:

Proposals received after the scheduled closing time for filing Proposals will be returned to the Proposer unopened, unless such closing time is extended by Metro.

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 opening of Bids 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.

EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:

It is understood that the Bidder, before submitting a Proposal, has made a careful examination of the plans, specifications, and contract; that it has fully informed itself as to the quality and quantity of materials and the character of the work required; and that it has made a careful examination of the location and condition of the work and the sources of supply for materials.

COMPLIANCE:

Each Bidder shall inform itself of, and the Bidder 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 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.

EQUAL EMPLOYMENT OPPORTUNITY:

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

CONFLICT OF INTEREST:

A Bidder 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 Bidder for the same call for Proposals; the Bidder is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

IMMATERIAL VARIANCES:

Metro reserves the right to determine whether equipment or materials that comply substantially in quality and performance with the specifications are acceptable to Metro, and whether any variance listed by the Bidder in a proposal is material or immaterial.

"OR APPROVED EQUAL" CLAUSE:

In order to establish a basis of quality, certain processes, types of machinery and equipment, or kinds of materials may be specified, either by description of process or by designating a

manufacturer by name and referring to his brand or product designation, or by specifying a kind of material. It is not the intent of these specifications to exclude other processes, equipment, or materials of equal value, utility or merit.

Whenever a process is designated or a manufacturer's name, brand, or product is described, it shall be understood that the words, "or approved equal" follow such name, designation, or description, whether in fact they do so or not.

If a Bidder proposes to furnish an item, process or material which it claims to be of equal utility to the one designated, then:

1. Bidder shall submit to Metro, in care of the Project Manager, a written statement describing it together with supporting data and details sufficient to permit Metro to evaluate the same, five (5) work days prior to the Proposal opening date and time.

If the product contains chemical properties, the relevant Material Safety Data Sheets (MSDS) shall be included to document all health and physical hazards, chemical ingredients, exposure limits, personal protective equipment for handling and use, and emergency procedures in response to unanticipated spills or environmental release.

2. Metro may require demonstration, additional tests, and additional data, all to be supplied at the expense of the Bidder.

3. If Metro determines that the proposed item, material or process is of equal value, utility or merit, the Project Manager shall notify all potential Bidders of record by issuance of an addendum at least seventy two (72) hours prior to the Proposal opening date and time.

RECYCLABLE PRODUCTS:

Vendors shall use recyclable products to the maximum extent economically feasible in the performance of the work set forth in this contract document.

RECYCLED PRODUCTS AS PROPOSAL ITEMS:

Oregon Law (ORS 279-570) requires Metro and all public agencies to give preference to materials and supplies manufactured from recycled materials.

All Bidders are therefore required to specify the exact or minimum percentage of recycled paper and fiber type in all paper products or recycled content in all other products offered, plus both the post-consumer and secondary waste content of the products offered.

Only Proposals submitted with such information shall receive preference consideration and post Proposal declaration or discovery shall not be allowed.

Definitions of "recycled product," "post-consumer" and "secondary" waste material and other explanatory notes are included in Chapter 385 and available from the Metro Risk & Contract Management Division at 797-1717.

WARRANTY/GUARANTY:

Each Proposal for the furnishing of materials and equipment shall provide an explanation of both the Proposer's and manufacturer's warranties on materials and workmanship.

Every Proposal shall indicate any warranty costs to Metro, including but not limited to, all parts, labor, and shipping costs required for compliance with any specific requirement(s) contained in the special conditions.

Each Bidder on a public works/ construction project shall provide at minimum a one year's guaranty on all materials and workmanship.

SERVICE:

Each Bidder shall furnish detailed information on any service facilities, locations, and procedures as well as information on any maintenance agreements or contracts available to the Metro.

DELIVERY:

Each Bidder shall provide a delivery schedule for each item offered. The successful Bidder shall notify Metro, in writing, within five (5) business days of order if delivery cannot be completed as proposed and required.

Upon receipt of such notice from the successful Bidder, Metro reserves the right to cancel the order and make the purchase from the second lowest, responsible Bidder.

If Metro does not elect to cancel the contract initially, subsequent failure to meet the then current delivery requirement does not foreclose Metro's option for later cancellation.

BID SECURITY:

All Proposals in excess of \$25,000 must be accompanied by a Bid deposit in the form of cashier's check or certified check drawn on a bank in good standing, or a Bid bond issued by a surety authorized to conduct such business in the state of Oregon. The deposit will be \$500.00. The deposit shall serve as a guarantee that the Bidder will not withdraw the Bid for a period of sixty (60) days after Bid opening, and if awarded the Contract will execute the Metro contract and furnish all bond(s) as required and within the time frame specified herein.

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

Bid securities will be held until the contract has been finally executed, after which all proposal securities, other than those which have been forfeited, will be returned to the respective bidders whose proposal they accompanied.

RESIDENT/NON-RESIDENT BIDDER:

Oregon law requires Metro, in determining the lowest responsive Bidder, to add a percent increase on the Proposal of a non-resident Bidder equal to the percent, if any, of the preference given to that Bidder in the state in which that Bidder resides. Therefore, each Bidder must indicate whether it is a resident or non-resident Bidder. A resident Bidder is a Bidder that has paid unemployment taxes or income taxes in the state of Oregon during the twelve (12) months

immediately preceding submission of this Proposal, has a business address in Oregon, and has stated in its Proposal that it is a "resident Bidder."

BONDS:

Within ten (10) days of notification of award, the Contractor shall provide the following:

- > A performance bond in an amount equal to 100 percent of the contract price for all public works/construction contracts over \$25,000.
- > A Labor and Materials bond in an amount equal to 100 percent of the contract price for all public works/construction contracts over \$25,000.
- > Under \$50,000, both bonds may be combined as one bond.
- > Over \$50,000, separate bonds are required.

On all other contracts, a performance bond may be required if deemed in the public interest by Metro.

FOREIGN CONTRACTOR:

A Contractor that is not domiciled in or registered to do business in the State of Oregon shall, upon execution of a contract in excess of \$10,000, promptly report the total contract price, terms of payment, length of contract and all other required information to the Oregon Department of Revenue. Compliance shall be documented and Metro shall be fully satisfied as to complete compliance prior to release of final payment.

NOTICE OF ASSIGNMENT:

Metro will not recognize any assignment or transfer of any interest in this contract without written notice to the Procurement Officer by the new vendor.

HAZARD COMMUNICATION:

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

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

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

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

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

PATENTS:

The Contractor agrees to protect, to defend (if Metro requests) and save the agency harmless against any demand for payment for wrongful or unauthorized use of any patented material, process, article, or device that may enter into manufacture, construction, or forms a part of the work covered by this contract.

INVOICES:

Invoices shall be prepared and submitted unless otherwise specified. Invoices shall contain the following information: Contract or Purchase Order number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices and extended totals. Invoice should also state name of the unit or department to which the merchandise was shipped or delivered.

LAW OF STATE OF OREGON:

This contract is entered into within the state of Oregon, and the law of said State, whether substantive or procedural, shall apply and be followed with respect to this contract.

PREVAILING WAGE:

The contractor, and all subcontractors and suppliers, shall be required to comply with ORS 279.350 through 279.354 and ensure that all workers are paid not less than, and in accordance with, the Prevailing Wages published by the Oregon Bureau of Labor and Industries.

The contractor is required to pay a fee equal to one-tenth of one percent (.1 percent) of the price of the contract, but not less than \$100 nor more than \$5,000, under ORS 279.352 (2) and section 5 (1), ch 594, 1995 Oregon Laws. The fee shall be paid on or before the first progress payment or 60 days from the date work first began on the contract, whichever comes first. The fee is payable to the Bureau of Labor and Industries at the following address:

Bureau of Labor and Industries
Wage and Hour Division
Prevailing Wage Unit
800 NE Oregon Street, #32
Portland, OR 97232

VI. PROPOSAL CONTENTS

Contents of the Proposal shall be limited to the following.

- A. Letter of Transmittal: A statement that the Proposal will be valid for sixty (60) days. Indicate the receipt and review of any addendum, if relevant.
- B. Approach/Project Work Plan: A Design Statement no longer than 500 words which explains how the proposer works with its clients to ensure the exhibitry delivers the intended message on time and within budget. Specific reference to approvals process and submittal expectations should be included in this section.

- C. A Project Schedule: outlining required meetings, copy review schedule, and graphic production and installation for each of the major exhibit components outlined. Present in a GANT chart format and explain major phases.
- D. Staffing/Project Manager: A summary list of team members including project manager, designers, fabricators, copywriters and graphic artists and a short portfolio (not to exceed ten pages) illustrating samples of work for the project manager, exhibit fabricator, copywriter(s) and graphic artist(s). Identify specific personnel assigned to the work required, percent of their time on the project, and special qualifications they may bring to the project. Attach resumes, not to exceed one (1) page, 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 consulting effort.

- E. Creative Statement: This is optional and must not exceed five (5) pages, to elucidate any issue the proposer feels is relevant to the project and to their portfolio.
- F. Proposed Cost: Present the proposed cost of the project, if different than outlined in the Appendix, 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 not covered in this contract should be listed as well.
- G. Exceptions and Comments: To facilitate evaluation of proposals, all responding will adhere to the format outlined within this RFP. Persons wishing to take exception to, or comment on, any specified criteria within this RFP are encouraged to document their concerns in this part of the proposal. Exceptions or comments should be succinct, thorough and organized.
- H. Portfolio
- I. Bid Bond

All Proposals in excess of \$25,000 must be accompanied by a Bid deposit in the form of cashier's check or certified check drawn on a bank in good standing, or a Bid bond issued by a surety authorized to conduct such business in the state of Oregon. The deposit will be \$500.00. The deposit shall serve as a guarantee that the Bidder will not withdraw the Bid for a period of sixty (60) days after Bid opening, and if awarded the Contract will execute the Metro contract and furnish all bond(s) as required and within the time frame specified herein.

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

VII. 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 accept or reject, in whole or in part, any and all proposals received as a result of this request, and to cancel all or part of this RFP.
- B. Contract Type: Metro intends to award a design/build agreement to an individual or group for the services requested. A copy of this standard agreement which the successful Proposer will be required to execute is attached as Appendix J.
- C. Billing Procedures: Contractor will be compensated for each phase of the project according to the lump sum fees established in the contract. Contractor may invoice Metro monthly for the percentage of completion mutually agreed upon by Contractor and the Zoo Design Coordinator. Each invoice shall be supported by a general description of the individuals performing services or such other evidence of Contractor's right to payment as Metro may direct.
- D. Validity Period and Authority: Proposals shall be considered valid for a period of at least sixty (60) days and shall contain a statement to that effect. Proposals shall contain the name, title, address, and telephone number of an individual or individuals with authority to bind any company contracted during the period in which Metro is evaluating the proposal
- E. Performance and Labor and Materials Payment Bonds: A Performance Bond and a Labor and Materials Payment Bond must be submitted with a proposal for this work. These bonds must be executed on the forms provided.
- F. 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.

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

G. Prevailing Wage

The contractor, and all subcontractors and suppliers, shall be required to comply with ORS 279.350 through 279.354 and ensure that all workers are paid not less than, and in accordance with, the Prevailing Wages published by the Oregon Bureau of Labor and Industries.

The contractor is required to pay a fee equal to one-tenth of one percent (.1 percent) of the price of the contract, but not less than \$100 nor more than \$5,000, under ORS 279.352 (2) and section 5 (1), ch 594, 1995 Oregon Laws. The fee shall be paid on or before the first progress payment or 60 days from the date work first began on the contract,

whichever comes first. The fee is payable to the Bureau of Labor and Industries at the following address:

Bureau of Labor and Industries
Wage and Hour Division
Prevailing Wage Unit
800 NE Oregon Street, #32
Portland, OR 97232

VIII. EVALUATION OF PROPOSALS/CONTRACT AWARD

A. Evaluation Procedure: Proposals will be evaluated by a selection committee consisting of zoo personnel. Metro intends to award a design/build contract to the Proposer which, after considering the recommendations of the selection committee, Metro finds best meets the criteria specified in the RFP.

B. Evaluation Criteria: Criteria which will be used to evaluate proposals submitted to accomplish the work defined in the RFP are:

- | | | |
|----|--|-----|
| 1. | Project Work Plan/Approach | 20% |
| | a. Demonstration of understanding project objectives | |
| | b. Performance methodology | |
| 2. | Project Staffing Summary | 25% |
| | a. Project lead | |
| | b. Designers | |
| | c. Copywriters | |
| | d. Fabricators | |
| 3. | Budget/Cost Proposal | 50% |
| | a. Projected cost/benefit of proposed work plan/approach | |
| 4. | MBE/WBE/ESB subcontractors | 5% |

IX. INSURANCE REQUIREMENTS

A. The 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, property damage, and personal injury with automatic coverage for premises and operations and product liability. This policy must be endorsed with contractual liability coverage.
2. Automobile bodily injury and property damage liability insurance.

This 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. Metro, its councilors, departments, employees and agents shall be named as an additional insured. Notice of any material change of policy or policy cancellation shall be provided to Metro thirty (30) days prior to the change or cancellation.

- B. The Contractor shall comply with ORS 656.017 for all employees who work in the state of Oregon for more than ten (10) days. The Contractor shall provide Metro with certification of Workers' Compensation Insurance including employers liability.
- C. The Contractor shall provide professional liability insurance covering personal injury and property damage arising from errors, omissions, or malpractice. Coverage shall be a minimum of \$500,000. Metro shall receive thirty (30) days notice of a material change or cancellation.

END OF RFP DOCUMENT

TO: OREGON ZOO
4001 S.W. Canyon Road
Portland, Oregon 97221-2799

Date: _____

- 1. The Undersigned, having carefully examined the Drawings titled: Waters/Steller Cove Coastal Ecosystem Interpretive Exhibits, Design Development, October 1998 and the Project Manual entitled:

FINAL DESIGN, FABRICATION & INSTALLATION OF
WATERS/STELLER COVE ECOSYSTEM INTERPRETIVE EXHIBITS AND
COORDINATION WITH ARTISTS FOR INSTALLATION OF
COMMISSIONED ART WORK

hereby proposes and agrees to furnish all labor, materials, and equipment, and to perform operations necessary to complete the Final Design and then to Fabricate and Install the Interpretive Exhibits and their various components as indicated on the Drawings and in the Project Manual for a Lump Sum amount based on the following breakdown of costs:

- A. Interpretive Exhibits at locations W1, W2, W3 & W4 Lump Sum _____
- B. Interpretive Exhibits at locations W5, W6, W7, W8 & W9 Lump Sum _____
- C. Interpretive Exhibits at locations W10, W11 & W12 Lump Sum _____
- D. Interpretive Exhibits at locations W13, W14 & W15 Lump Sum _____
- E. All other work indicated which isn't included at locations above and is not part of Alternate Bid items. Describe _____
_____ Lump Sum _____

BASE BID:
Combined Total Bid for A. through E. above.

_____ DOLLARS (\$ _____ . _____)

ALTERNATE BID ITEMS

- F. Add/Alt. #1 Blowhole Fountain: Sand Castle Sculpture Lump Sum _____
- G. Add/Alt. #2 Blowhole Fountain: Contemplative Bench Seating Lump Sum _____
- H. Add/Alt. #2 Blowhole Fountain: Oystercatchers Lump Sum _____

2. The Undersigned acknowledges receipt of Addenda numbers:

3. OVERHEAD AND PROFIT:
All of the above prices include Contractor's Overhead and Profit.

4. CONTRACT AWARD PERIOD:
If the Undersigned is notified of the acceptance of any or all portions of this proposal within 30 calendar days after the time set for the opening of bids, the Undersigned agrees to execute a contract for that Work, for a compensation computed from the above-named sums in the form of the Contract provided.

5. BIDDER:

Company Name

By Title

Street Address

City State Zip Code

() _____
Telephone #

Signed Date

PERFORMANCE BOND

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

KNOW BY ALL MEN BY THESE PRESENTS:

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

WHEREAS, the CONTRACTOR entered into a contract with METRO dated _____, 19____, which Contract is hereunto annexed and made a part hereof, for accomplishment of the project described as follows: FINAL DESIGN, FABRICATION AND INSTALLATION OF WATERS/STELLER COVE ECOSYSTEM INTERPRETIVE EXHIBITS AND COORDINATION WITH ARTISTS FOR INSTALLATION OF COMMISSIONED ART WORK.

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

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

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

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of , 19____.

SURETY			CONTRACTOR		
By:			By:		
Title:			Title:		
Street Address			Street Address		
City	State	ZIP	City	State	ZIP
Phone Number			Phone Number		

LABOR AND MATERIALS PAYMENT BOND

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

KNOW ALL MEN BY THESE PRESENTS:

We the Undersigned, _____ as PRINCIPAL and _____, a corporation organized and existing under and by virtue of the laws of the state of _____, and duly authorized to do surety business and named on the current list of approved surety companies acceptable on federal bonds and conforming with the underwriting limitations as published in the Federal Register by the audit staff of the Bureau of Accounts and the U.S. Treasury Department and which carries an "A" rating and is of the appropriate class for the bond amount as determined by Best's Rating System, as SURETY, hereby hold and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, unto METRO, as OBLIGEE, in the sum of _____ Dollars (\$_____) in lawful money of the United States of America, for the payment of that sum for the use and benefit of claimants as defined below.

The condition of this obligation is such that whereas the PRINCIPAL entered into a contract with METRO dated _____, 19____, which contract is hereunto annexed and made a part hereof, for accomplishment of the project described as follows: FINAL DESIGN, FABRICATION AND INSTALLATION OF WATERS/STELLER COVE ECOSYSTEM INTERPRETIVE EXHIBITS AND COORDINATION WITH ARTISTS FOR INSTALLATION OF COMMISSIONED ART WORK.

NOW THEREFORE, if the PRINCIPAL shall promptly make payments to all persons, firms, subcontractors, corporations and/or others furnishing materials for or performing labor in the prosecution of the Work provided for in the aforesaid project, and any authorized extension or modification thereof, including all amounts due for materials, equipment, mechanical repairs, transportation, tools and services consumed or used in connection with the performance of such Work, and for all labor performed in connection with such Work whether by subcontractor or otherwise, and all other requirements imposed by law, then this obligation shall become null and void; otherwise this obligation shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is as specified in ORS 279.526.
2. The above-named PRINCIPAL and SURETY hereby jointly and severally agree with the OBLIGEE and its assigns that every claimant as above-specified, who has not been paid in full, may sue on this bond for the use of such claimant, prosecute the suit to final judgment in accordance with ORS 279.536 for such sum or sums as may be justly due claimant, and have execution thereon. The OBLIGEE shall not be liable for the payment of any judgment, costs, expenses or attorneys' fees of any such suit.

PROVIDED, FURTHER, that SURETY for the value received, hereby stipulates and agrees that all changes, extensions of time, alterations to the terms of the FINAL DESIGN, FABRICATION AND INSTALLATION OF WATERS/STELLER COVE ECOSYSTEM INTERPRETIVE EXHIBITS AND COORDINATION WITH ARTISTS FOR INSTALLATION OF COMMISSIONED ART WORK or to Work to be performed thereunder or the Specifications accompanying the same shall be within the scope of the SURETY's undertaking on this bond, and SURETY does hereby waive notice of any such change, extension of time, alteration or addition to

the terms of the FINAL DESIGN, FABRICATION AND INSTALLATION OF WATERS/STELLER COVE ECOSYSTEM INTERPRETIVE EXHIBITS AND COORDINATION WITH ARTISTS FOR INSTALLATION OF COMMISSIONED ART WORK or to the Work or to the Specifications. Any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications shall automatically increase the obligation of the SURETY hereunder in a like amount, provided that the total of such increases shall not exceed twenty-five percent (25%) of the original amount of the obligation without the consent of the SURETY.

This obligation shall continue to bind the PRINCIPAL and SURETY, notwithstanding successive payments made hereunder, until the full amount of the obligation is exhausted, or if the full amount of the obligation is not exhausted and no claim is pending resolution, until such time as no further claims can be made pursuant to law with regard to the above-described project, by any claimant specified in ORS 279.526.

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this
_____ day of _____, 19____.

SURETY _____ CONTRACTOR _____

By _____ By _____

Title _____ Title _____

Street Address _____ Street Address _____

City _____ State _____ ZIP _____ City _____ State _____ ZIP _____

Phone Number _____ Phone Number _____

CERTIFICATE OF COMPLIANCE

I, the undersigned duly authorized representative of the Bidder, hereby certify that the products offered in this bid contain the following minimum percentages:

(A) _____ Percentage of post-consumer waste as defined in
ORS 279.545(1) (formerly ORS 279.731(1));

(B) _____ Percentage of secondary waste materials as defined in
ORS 279.545(6) (formerly ORS 279.731(6));

It is the bidder's responsibility to provide additional signed copies of this Certification of Compliance for each item which contains a different percentage of recycled materials than listed above.

DEFINITIONS:

ORS 279.545(1): "'Post Consumer Waste' means a finished materials which would normally be disposed of as solid waste, having completed its life cycle as a consumer item. 'Post-consumer waste' does not include manufacturing waste."

ORS 279.545(6): "'Secondary Waste Materials' is defined as fragments of products or finished products of a manufacturing process which has converted a virgin resource into a commodity of real economic value; and includes post-consumer waste, but does not include excess virgin resources of the manufacturing process. For paper, 'secondary waste materials' does not include fibrous waste generated during the manufacturing process such as fibers recovered from waste water or trimmings of paper machine rolls, mill broke, wood slabs, chips, sawdust or other wood residue from a manufacturing process."

I, the undersigned duly authorized representative of the bidder, understand that the bid must be signed in ink by the bidder or an authorized representative of the bidder and that any alterations or erasures must be initialed in ink by the person signing the bid. Further, I acknowledge that I have read and understand all bid instructions, specifications, terms and conditions (including the attachments indicated above and agree, on behalf of myself and the bidder to be bound by them.

I, the undersigned duly authorized representative of the bidder certify that the information provided in this bid is true and accurate. Further, I understand and acknowledge that providing incorrect or incomplete information may be cause for bid rejection or contract termination.

Signature: _____

Title: _____

Company: _____

Telephone: _____

METRO OPERATIONS COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 99-2747, FOR THE PURPOSE OF AUTHORIZING REQUEST FOR PROPOSALS FOR AN EXHIBIT FABRICATOR AT OREGON ZOO.

Date: January 25, 1999

Presented by: Councilor Kvistad

Committee Action: At its January 20, 1999 meeting, the Metro Operations Committee voted 3-0 to recommend Council adoption of Resolution No. 99-2747. Voting in favor: Councilors Washington, Atherton and Monroe.

Council Issues/Discussion: Kathy Kiaunis Assistant Director for the Oregon Zoo, made the staff presentation. At issue is a request by the Zoo and Executive Officer for Council approval for a Request for Proposals (RFP). This RFP will result in selection of an exhibit fabricator for the new "Great Northwest" exhibit. Council approval is needed because the the Council has designated this project as having a "significant impact" on Metro, and because it involves specialized criteria which will not limit it solely to a low bid.

The project, now in its third phase, called "Stellar Cove", and will include exhibits such as sea otters and sea lions. It is due to open in the summer of 2,000. The exhibits will include specialized signage, artwork and interactive exhibits requiring a request for proposal, rather than a low-bid process. The budget for this project is approximately \$250,000.

STAFF REPORT

FOR THE PURPOSE OF AUTHORIZING REQUEST FOR PROPOSALS FOR AN EXHIBIT FABRICATOR AT OREGON ZOO.

Date: January, 1999

Presented by: Kathy Kiaunis

FACTUAL BACKGROUND AND ANALYSIS

In September, 1996, voters approved the Oregon project bond measure and the Metro Council authorized the construction of the Great Northwest project at Metro Washington Park Zoo. In March, 1998, Council approved a design/build contract for interpretives for the first phase of the Great Northwest project. At that time, Council passed Ordinance 98-768 which allows projects such as these to be based on proposals. Construction is now underway for Steller Cove, the coastal portion of the Great Northwest exhibit.

The interpretives contract for Steller Cove is included in the FY1998-99 budget on the contract list at \$250,000. It was deemed a significant impact contract and requires Council approval to proceed to issue request for proposals.

An important part of the overall experience provided by the Great Northwest project will be the interpretive elements, which are part of the animal exhibits. The exhibit interpretives help create the themed environment which reinforces the unique educational messages for visitors. This includes signage, audio-visual elements, and tactile learning opportunities. These interpretives are usually unique and specialized in fabrication for the message they intend to convey. Most zoos and museums use a design/build contract to develop interpretives as the most cost effective method.

Development of interpretives is unlike other capital improvements because the construction methods, materials, and delivery techniques may vary widely to achieve the desired effect. Material used in the design and assembly methods requires special skills, knowledge, and creativity in the final installation.

The specialization of this kind of work and the coordination required from inception to placement in the zoo exhibit makes the design/build method of contracting the most cost effective.

BUDGET IMPACT

\$250,000 has been set aside in the Great Northwest project budget for the interpretives for Steller Cove. This includes liaison with artists working with the Percent for Arts program.

EXECUTIVE OFFICE RECOMMENDATIONS

The Executive Officer recommends adoption of Ordinance No. 99-2747.