



# CITY OF PORTLAND, OREGON

OFFICE OF MANAGEMENT & FINANCE

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December 12, 2005

## ADDENDUM NO. 001

### Request for Proposals No. 103764 For Maintenance, Repair Operations and Electrical Supplies

**Proposals Due: February 24, 2005**  
**By: 4:00 p.m. Pacific Time**

This addendum provides changes to the specifications for the above-entitled project to be considered by each proposer. This addendum shall be included in the proposal and in any contract resulting from this RFP. Any changes made by this addendum to the RFP specifications offset only the portion of the words or paragraphs specifically mentioned herein, and the balance of the specifications remain in full force. It is the responsibility of all proposers to conform to this addendum.

LOCATION	PREVIOUS LANGUAGE	CHANGE TO
PAGE 1, COVER	<b>DELETE:</b> <del>PROPOSALS DUE: February 22 by 4:00 p.m. Pacific Time</del>	<b>CHANGE TO:</b> PROPOSALS DUE: February 24 by 4:00 p.m. Pacific Time

Please direct all questions and concerns to [mrosupplies@ci.portland.or.us](mailto:mrosupplies@ci.portland.or.us)

End of Addendum

Jeffrey B. Baer, CPPO  
Acting Director, Bureau of Purchases  
JBB: mlg

*Fair, Efficient, Effective, Accountable.*



**Date: February 2, 2005**

**City of Portland, Oregon**

**RFP No. 103764**

**REQUEST FOR PROPOSALS  
For  
For Maintenance, Repair  
Operations and Electrical Supplies**

**PROPOSALS DUE: February 22 by 4:00 p.m. Pacific Time**

**Envelope(s) shall be sealed and marked with RFP # and Project Title.**

**Submit two (2) CDs (with Excel Templates filled in) and six (6) sealed complete copies of the Proposal with one printed copy marked "Original" to:**

**ATTN: MRO Supplies Coordinator, Strategic Sourcing  
Bureau of Purchases  
City of Portland  
1120 SW Fifth Avenue, Room 750  
Portland, OR 97204**

**Refer questions to:**

**email: [mrosupplies@ci.portland.or.us](mailto:mrosupplies@ci.portland.or.us)**

## GENERAL INSTRUCTIONS AND CONDITIONS:

**DIVERSITY IN EMPLOYMENT AND CONTRACTING REQUIREMENTS** – The City of Portland seeks to extend contracting opportunities to Minority Owned Business Enterprises, Women Owned Business Enterprises and Emerging Small Businesses (M/W/ESBs) in order to promote their economic growth and to provide additional competition for City contracts.

**INVESTIGATION** - The Proposer shall make all investigations necessary to inform it regarding the service(s) to be performed under this request for proposals.

**SPECIAL CONDITIONS** - Where special conditions are written in the Request for Proposals, these special conditions shall take precedence over any conditions listed under these “General Instructions and Conditions”.

**CLARIFICATION OF REQUEST FOR PROPOSALS** - Proposers who request a clarification of the RFP requirements must submit questions in writing to the e-mail address shown in the REFER QUESTIONS TO section on the cover of this RFP. The City must receive written questions no later than the date stated herein. The City will issue a response in the form of an addendum to the RFP if a substantive clarification is in order.

Oral instructions or information concerning the Request for Proposals given out by Bureau or Office managers, employees or agents to prospective Proposers shall not bind the City.

**ADDENDUM** – Any change to this RFP shall be made by written addendum issued no later than 72 hours prior to the Proposal due date. The City is not responsible for any explanation, clarification or approval made or given in any manner except addendum.

**COST OF PROPOSALS** - This Request for Proposals does not commit the City to pay any costs incurred by any Proposer in the submission of a Proposal or in making necessary studies for the preparation thereof, or for procuring or contracting for the goods and services to be furnished under the Request for Proposals.

**CANCELLATION** – The City reserves the right to modify, revise or cancel this RFP. Receipt and evaluation of Proposals or the completion of interviews do not obligate the City to award a contract.

**LATE PROPOSALS** - Proposals received after the scheduled closing time for filing will be returned to the Proposer unopened.

**REJECTION OF PROPOSALS** - The City reserves the right to reject any or all responses to the Request for Proposals if found in the City’s best interest to do so. In the City’s discretion, litigation between the City and a Proposer shall be cause for Proposal rejection, regardless of when that litigation comes to the City’s attention and regardless how the contractor’s Proposal may have been scored. Proposals may also be rejected if they use subcontractors who are involved in litigation with the City. Proposers concerned about possible rejection on this basis should contact the City before submission of a Proposal for a preliminary determination of whether its Proposal will be rejected.

**CITY OF PORTLAND BUSINESS LICENSE** - Selected contractor shall obtain a current City of Portland Business license or exemption prior to initiation of contract and commencement of the work.

**WORKERS COMPENSATION INSURANCE** – The successful contractor shall be covered by Workers Compensation Insurance or shall

provide evidence that state law does not require such coverage.

**CERTIFICATION AS AN EEO AFFIRMATIVE ACTION EMPLOYER** - Proposers must be certified as Equal Employment Opportunity and Affirmative Action Employers as prescribed by Chapter 3.100 of the Code of the City of Portland. The required documentation must be filed with the Bureau of Purchases, City of Portland, prior to contract execution.

**CONFLICT OF INTEREST** - A Proposer filing a Proposal thereby certifies that no officer, agent or employee of the City who has a pecuniary interest in this Request for Proposals has participated in the contract negotiations on the part of the City, that the Proposal is made in good faith without fraud, collusion or connection of any kind with any other Proposer of the same call for Proposals, and that the Proposer is competing solely in its own behalf without connection with or obligation to, any undisclosed person or firm.

**CONFIDENTIALITY** – All information submitted by Proposers shall be public record and subject to disclosure pursuant to the Oregon Public Records Act (ORS 192.410 et seq.), except such portions of the Proposals for which Proposer requests exception from disclosure consistent with Oregon Law. Any portion of a Proposal that the Proposer claims constitutes a “trade secret” or is “confidential” must meet the requirements of ORS 192.501(2) and ORS 192.502(4).

If a request to inspect the Proposal is made, the City will notify the Proposer of the request. If the City refuses to release the records, the Proposer agrees to provide information sufficient to sustain its position to the District Attorney of Multnomah County, who currently considers such appeals. If the District Attorney orders that the records be disclosed, the City will notify the Proposer in order for the Proposer to take all appropriate legal action. The Proposer further agrees to hold harmless, defend and indemnify the City for all costs, expenses and attorney fees that may be imposed on the City as a result of appealing any decision regarding the Proposers records.

The Purchasing Agent has the authority to waive minor irregularities and discrepancies that will not affect the competitiveness or fairness of the solicitation and selection process.

**This Request for Proposal’s “General Instructions and Conditions” are not to be construed as exclusive remedies or as a limitation upon rights or remedies that may be or may become available under ORS Chapter 279.**

**NOTICE OF INTENT TO RESPOND**

***CITY OF PORTLAND  
RFP No. 103764  
Maintenance, Repair,  
Operations and Electrical Supplies***

Please return this form via fax to Attn: MRO Supplies Coordinator, City of Portland, Bureau of Purchasing (Fax # 503-823-6865). Please note: You should return this form **whether or not** you intend to participate.

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Fax: \_\_\_\_\_

Mark **one** of the following:

\_\_\_\_\_ We **do** plan to respond to this RFP with a Proposal

\_\_\_\_\_ We **do not** plan to respond to this RFP

Reason if you **do not** plan to respond: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Name/Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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## I. INTRODUCTION

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### A. BACKGROUND

In an effort to achieve cost savings and better accountability in today's adverse economic environment, the Portland City Council has initiated a spend management initiative named Strategic Sourcing. This effort should foster an environment of collaborative procurement in City Bureaus, other governmental entities authorized to purchase under the resultant contracts, and with suppliers to achieve the best combination of quality, service, delivery and price for purchased goods and services. Strategic Sourcing seeks to give Proposers greater insight into the City's purchasing on a City-wide basis, and to ensure that contracts, whether awarded to one or multiple suppliers, cover the City's purchasing across all City bureaus and other authorized governmental entities. Some of the key considerations of the Strategic Sourcing initiative are:

- Maintaining or exceeding current service and quality levels
- Facilitating and increasing the use of Citywide contracts by improving their value and benefits
- Increasing supplier's visibility into the City's purchasing activities and awarding the full potential of the City's business to the contracted supplier or suppliers
- Changing the City's buying behavior if appropriate, to reduce the City's costs of providing services to its residents
- Conducting sourcing activities in an ethical, responsible, and business-like manner that seeks to develop trustful long-term relationships, consistent with City, State and Federal laws, policies and procedures

After extensive review of the City's purchases of goods and services, the Strategic Sourcing Steering Committee has decided to include **Maintenance, Repair, Operations and Electrical Supplies** as one of Portland's Strategic Sourcing target areas.

### B. SUMMARY OF RFP SCOPE

In aggregate, the annual contract value for Maintenance, Repair, Operations and Electrical Supplies is expected to be close to \$1.1 million (this is based on historical spend). While there is no guarantee that the City will continue to require the same volume of Maintenance, Repair, Operations and Electrical Supplies, the expectation is that the City's purchase volumes will be close to the amounts outlined above.

This solicitation is for procurement through a Request for Proposals (RFP) ("competitive sealed proposals"), NOT through Invitation to Bid ("ITB") ("competitive sealed bidding"), in accordance with the City's Procurement Regulations.

The evaluation of the responses to this RFP may be used as the basis for selecting a short list of Proposers for subsequent proposal discussion and negotiations. The City may award all or part of this award based on the best interests of the City. To maximize your chances of success in

this process and to have the opportunity to acquire a substantial portion of the City's business, we **strongly encourage** you to provide an aggressive response to this RFP.

### C. SCOPE OF PROCUREMENT

The scope of the procurement for Maintenance, Repair, Operations and Electrical Supplies consists of the following key **product groups**:

**Electrical Supplies** - Electrical Supplies and related products

**Lighting** - Bulbs and related products

**HVAC** – Heating, Ventilation, Air Conditioning and related products

**Maintenance Supplies** – Maintenance Supplies and related products

**Tools** – Tools and related products

**Note:** If your firm does not supply products for all product groups within the scope of this procurement, namely Maintenance, Repair, Operations and Electrical Supplies, you may submit a Proposal for only the products that you supply. Please note that it is the intention of the City to consolidate all of its spending for each or all product groups. Proposers are not required to provide a quote on all products and services contained herein, BUT are strongly encouraged to do so. The City reserves the right to make multiple awards if it determines that such action is in its best interest.

### D. DEMAND PROFILE

Overall, there are more than 3000 SKUs that represent the Maintenance, Repair, Operations and Electrical Supplies purchases that City of Portland users made over the past year. As it is impractical to price each of these SKUs individually, we have constructed lists of representative Maintenance, Repair, Operations and Electrical Supplies that have been purchased over the past year. Appendix C.1 in the Excel workbook portion of this RFP is the Contract Pricing Schedule of the top Maintenance, Repair, Operations and Electrical Supplies products, which make up the highest usage items for the City of Portland. The list is intended to give you an idea of the top spend items for Maintenance, Repair, Operations and Electrical Supplies that City of Portland contract users have historically purchased – however, the exact types, mixes and volumes will vary over time as business requirements change. In aggregate, we expect the annual contract value for Maintenance, Repair, Operational and Electrical Supplies to be close to \$1.1 million (based on historical spend).

While you should use the demand information provided here as a guide, please understand that it does not represent a specific commitment by the City.

### E. DEFINITION OF TERMINOLOGY

This section contains definitions and abbreviations that may be used in this RFP document.

**CITY**— the City of Portland, Oregon.



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**CLOSE OF BUSINESS**— 5:00 p.m., Pacific Time.

**CONTRACT**—a written agreement for the procurement of items of tangible personal property or services.

**CONTRACT USER** – all City Bureaus and all non-City entities that use the City’s contract.

**CONTRACTOR** – the successful Proposer who enters into a binding contract pursuant to this RFP.

**DESIRABLE**— the terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor (as opposed to "mandatory").

**DETERMINATION** –the written documentation of a decision by the City including findings of fact supporting a decision. A determination becomes part of the procurement file.

**EVALUATION COMMITTEE**—the body designated by the City agencies to perform the evaluation of Proposals for this procurement.

**MANDATORY**— the terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor (as opposed to “desirable”). Failure to meet a mandatory item or factor may result in the rejection of the Proposal.

**PROPOSER**— any person, corporation, or partnership that chooses to submit a Proposal in response to this RFP.

**REQUEST FOR PROPOSALS** or **RF**— all documents, including those attached or incorporated by reference, used for soliciting Proposals.

**RESPONSIBLE PROPOSER**—a Proposer who submits a responsive Proposal and who has furnished, when required, information and data to prove that his/her financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the RFP.

**RESPONSIVE PROPOSAL**— a Proposal, which conforms in all material respects to the requirements set forth in the RFP. Material respects of a RFP include, but are not limited to, price, quality, quantity or delivery requirements.

**SHORT LIST**—refers to all responsible Proposers who submit acceptable Proposals, and whose scores fall at or above the cut-off point established by the Evaluation Committee.

**STEERING COMMITTEE**— the group sponsoring and advising the City of Portland on the Strategic Sourcing Initiative.

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## **II. GENERAL CITY CONTRACT REQUIREMENTS**

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### **A. SAFETY & SECURITY REQUIREMENTS**

#### **Public Safety**

Public safety may require limiting access to public work sites, public facilities, and public offices, sometimes with little advance notice. The Contractor's employees and agent shall carry sufficient identification to show by whom they are employed and display it upon request to security personnel. The City has the discretion to require the Proposer's or Contractor's employees and agents to be escorted to and from any public office, facility or work site if national or local security appears to require it.

#### **Safety**

All work must be performed in a safe and timely manner. Contractors must report any unsafe situations, work practices, or conditions to the City Project Manager immediately upon discovery and prior to proceeding further. Contractors must take all necessary safety and other precautions to protect all persons and property from damage or injury arising out of the performance of the work.

The Contractor must comply strictly with all applicable local, municipal, regional, state, and federal laws, orders, and regulations pertaining to health or safety, including without limitation the Occupational Safety and Health Act of 1970. All materials, equipment, and facilities furnished by the Contractor in connection with the performance of the work must comply therewith.

### **B. INSURANCE REQUIREMENTS**

Work shall not commence until all insurance requirements have been met and certificates thereof have been filed with the Purchasing Agent or the City Auditor. As evidence of the required insurance coverage, contractor shall furnish acceptable insurance certificates to the City with the return of the signed contract. The certificates shall specify the City of Portland as additional insured and shall include a 30-day notice of cancellation clause.

Contractor shall be required to comply with the following insurance requirements, which they shall maintain in full force, at its own expense, during the term of the contract:

#### **General Liability Insurance**

General liability insurance with a combined single limit of not less than \$500,000 each occurrence for bodily injury and property damage.

#### **Worker's Compensation Insurance**

Workers compensation insurance in compliance with ORS 656.017, which requires subject employers to provide workers compensation coverage for all subject workers.

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### III. CONDITIONS GOVERNING THE RFP PROCESS AND TIMELINE

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By submitting a Proposal, Proposers are in agreement with the following RFP terms and conditions:

#### A. POINT OF CONTACT FOR RFP

The point of contact for this RFP will be an email address accessible by the Bureau of Purchases:

**email:** [mrosupplies@ci.portland.or.us](mailto:mrosupplies@ci.portland.or.us)

Materials returned via mail or in person, should be sent to:

ATTN: MRO Supplies Coordinator, Strategic Sourcing  
C/O Bureau of Purchases  
City of Portland  
1120 SW Fifth Avenue, Room 750  
Portland, OR 97204

Postings concerning this RFP can be found at:

<http://cityofportland.ebidsystems.com/public/solicitations.asp>

All Proposer communications concerning this solicitation must be directed only to the email listed above. Any oral communications will be considered unofficial and non-binding. Proposers should rely only on written statements posted to the City's website. Responses to Proposer's verbal requests for information or clarification will be considered unofficial until received in writing. Written responses to written questions and any RFP amendments will be distributed via email attachment to all potential Proposers who have registered with the City and provided their email address. Additionally, any written communication issued by the City will be posted on the Bureau of Purchases website (<http://cityofportland.ebidsystems.com/public/solicitations.asp>). Please note that the City will be bound only by its responses that are reflected in an Addendum; verbal responses will NOT be binding on the City.

#### B. RFP TIMELINE

The proposals are due by **February 22 at 4:00 p.m. Pacific Time**. Additional rounds of negotiations or proposals, or both, may follow with the Proposer(s) whose Proposals are found to best meet the needs of the initiative and the City.

**Potential Proposers are advised to review all sections of this RFP carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the Proposal and disqualification of the Proposer from further participation. Also, Proposals that depart from or materially alter the terms, requirements, or scope of work defined by this RFP, except as allowed during rounds of negotiations and Proposals as permitted under this RFP, may be rejected for being non-responsive.**

<b>Activity</b>	<b>Date</b>
Issue of RFP	February 2, 2005
Notice of Intent to Respond Due	February 8, 2005
Deadline to Submit Written Questions	February 15, 2005
<b>Submission of Proposals</b>	<b>February 22, 2005 4:00 PM PST</b>
Additional Rounds of Proposals and Negotiations, and Selection of Finalist Proposers and Best and Final Proposals (if necessary)	TBD
Intent to Award	TBD

In addition, any Addenda will be announced on an as-needed basis.

### **C. EXPLANATION OF PROCESS AND RFP ACTIVITIES**

The following paragraphs describe the activities listed in the table above.

#### ***1. Issue of RFP as Part of the City's Strategic Sourcing Project***

This RFP is being issued on February 2, 2005 to select one or more vendors who will provide Goods and Services to the City and other Authorized Purchasers. The City will conduct this procurement in accordance with the process permitted under the "Strategic Sourcing" Contract Exemption. The process begins with the standard City solicitation procedures for an RFP, and may include successive rounds of Proposals achieved through negotiations or revisions, or both. The process permits the City to employ negotiations and revisions to gain the Best and Final Proposals for purposes of award.

#### ***2. Notice of Intent to Respond***

Potential Proposers should complete the "Notice of Intent to Respond" form provided at the beginning of this RFP document and return it by FAX transmission to (503) 823-6865. The form should be signed by an authorized representative of the organization (i.e., one who holds contractually binding signature authority, dated and returned by the date set forth in Section III.B).

Additionally, potential Proposers must go to the City of Portland, Bureau of Purchasing website and register. The website is: <http://cityofportland.ebidsystems.com/>. On this site, vendors can find information regarding M/W/ESB classification and registration and can fill out the Equal Employment Opportunity (EEO) form that is required of all vendors doing business with the City of Portland.

### ***3. Deadline to Submit Written Questions***

The City welcomes your interest in working with the City, and is pleased to answer any questions you may have in formulating your response. Questions will ONLY be accepted in writing to [mrosupplies@ci.portland.or.us](mailto:mrosupplies@ci.portland.or.us).

Written responses to written questions and any RFP amendments will be distributed via the Bureau of Purchases website to all potential Proposers who have registered with the City for the appropriate NAICS codes, and provided their email address. Additionally, any written communication issued by the City will be posted on the Bureau of Purchases website (<http://cityofportland.ebidsystems.com/public/solicitations.asp>). Please note that the City will be bound only by its responses that are reflected in an Addendum; verbal responses will NOT be binding on the City.

**The City encourages you to submit your questions as soon as you have them.** The City may release answers to questions on a periodic basis.

### ***4. Submission of Proposal***

All Proposals must be received by the City **NO LATER THAN FEBRUARY 22, 2005 BY 4:00 p.m. Pacific Time**. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each Proposal.

The contents of any Proposal shall not be disclosed to competing Proposers prior to award, and thereafter only in accordance with Bureau of Purchases policies and procedures.

In the event a single responsive Proposal is received, the City may choose to evaluate the single Proposal or re-solicit this procurement due to insufficient competition. If the City chooses to evaluate the single responsive Proposal, the City will conduct a technical and price and/or cost analysis of the Proposal. Negotiations may be conducted with the single Proposer. The Proposer may be required to furnish technical and cost and pricing data to support this effort, as clarifications or in the form of a Best and Final Proposal.

### ***5. Additional Rounds of Proposals and Negotiations***

An Evaluation Committee will be appointed to evaluate Proposals. The Evaluation Committee will evaluate each Proposal in accordance with the criteria specified in Section V. The Evaluation Committee will review each Proposal, and each category will be scored based on the response submitted for that category.

The Bureau of Purchases will perform an initial review of Proposals, during which they will determine the responsiveness of each Proposal. During the evaluation process the City has the right to require any clarification it needs in order to understand the Proposer's view or approach. Such requests for clarification may occur at any time during the evaluation process, will be in writing and identify the deadline for Proposer's response to the City.

NOTE: At the City's discretion, litigation between the City and a Proposer shall be cause for Proposal rejection, regardless of when that litigation comes to the City's attention and regardless of how the Proposer's Proposal may have been scored. Proposals may also be rejected if they use subcontractors who are involved in litigation with the City. Proposers concerned about possible rejection on this basis should contact the City before submission of a Proposal for a preliminary determination of whether its Proposal will be rejected.

Following the initial review of the proposals, it is the City's intent to conduct subsequent rounds of revisions and negotiations based on the initial evaluation of Proposals. The City will conduct those negotiations in accordance with the Strategic Sourcing Exemption. During each round, Proposals will be re-scored and evaluated as permitted under the Strategic Sourcing Exemption.

Proposers will also be given the opportunity to negotiate desirable service levels, negotiable terms and conditions and to refine their pricing Proposals. The finalist Proposers may be asked to submit a Best and Final Proposal, a Proposal consolidating any changes from the initial RFP submission achieved through negotiation, prior to any selection of a winning Proposer. These resubmitted Proposals will be scored in accordance with the evaluation criteria as outlined in Section V of this RFP. However, the City reserves the right to modify this methodology in subsequent rounds of negotiation and Proposal submission. If changes are made to the scoring, an Addendum will be issued prior to Proposal resubmission.

The City may wish to arrange to visit Proposer's customer site(s) and meet with customer contacts during evaluation. The City may also wish to arrange to visit a Proposer's site. If requested, the Proposer will assist the City in arranging these visits; failure to provide site visits and/or demonstrations may result in disqualification of the Proposal.

Based upon the results of the evaluation, the City will determine award of contract.

## **6. *Intent-To-Award Announcement***

The Committee will forward to the Bureau of Purchases the final evaluation results after the completion of the Best and Final Proposals and its recommendation for award. After review of the Committee report and its recommendation, the City will announce a Notice of Intent to Award. The Notice of Intent to Award shall be posted both on the Bureau's Internet Web Page, and in the Bureau of Purchases office location at 1120 SW Fifth Avenue, Room 750, Portland OR 97204.

The proposal and all responses provided by the Proposer may become a part of the final Contract. The form of the Contract will be as attached hereto (Attachment 1). Failure of a Proposer to execute a Contract in a timely manner may result in disqualification of the Proposal and the City may then award the Contract to the next highest scoring Proposer.

## **7. *Protest Procedures***

The following are the protest and appeal procedures that will be utilized for this RFP:

The Bureau of Purchases shall post a Notice of Intent to Award upon determination of the most responsive and responsible proposer. The Notice of Intent to Award shall be posted both on the Bureau's Internet Web Page, and in the Bureau of Purchases office location at 1120 SW Fifth Avenue, Room 750, Portland, OR 97204. If the proposed contract is expected to exceed \$500,000, the Notice of Intent to Award shall also be mailed to each respondent.

A proposer who is adversely affected or aggrieved by the award of contract shall have five (5) calendar days from the issuance of the Notice of Intent to Award to file a protest. The City shall not consider a protest submitted after the time period established herein. The protest must be filed in writing to the Purchasing Agent and must specify the grounds upon which the protest is based. To be valid, a protest must come from an actual proposer for the contract, who claims to be the rightful awardee. A protest is not valid if filed by a proposer who cannot show they would be awarded the contract if their protest were accepted.

The Purchasing Agent will review the protest and issue a written decision. The Purchasing Agent may waive any procedural irregularities that had no material affect on the selection of the proposed contract, invalidate the proposed award, amend the award decision, request the evaluation committee re-evaluate any proposal or require the bureau to cancel the solicitation and begin to solicit new proposals. In the event the matter is returned to the evaluation committee, the Purchasing Agent shall issue a notice canceling the Notice of Intent to Award.

Decisions of the Purchasing Agent are final and conclude the administrative appeals process.

## **D. GENERAL TERMS AND CONDITIONS GOVERNING RFP**

### **1. *Incurred Expenses***

Neither the City nor the Authorized Purchasers are responsible for expenses incurred by a Proposer to develop and submit a Proposal. Any costs incurred for site visits for discussions or negotiations are also the responsibility of the Proposer.

### **2. *Ownership of Proposer Data***

All documents submitted in response to this RFP shall become the property of the City.

### **3. *Duration and Availability of Prices***

The Proposal in response to this Request for Proposal is valid and binding on the

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Proposer for a minimum of ninety (90) days after Proposal Closing.

**4. *Applicable Laws and Courts***

This solicitation shall be governed in all respects by the laws of the City and any litigation with respect thereto shall be brought in the courts of Multnomah County, Oregon after exhaustion of applicable administrative remedies. The Proposers shall comply with all applicable federal, City and local laws, rules and regulations.

**5. *Confidentiality***

Confidential information may be provided to the Proposer as part of the selection process. Confidential information will be identified as confidential when provided.

**All activities that occur during and as a result of this RFP process shall proceed in accordance with the City's Confidentiality Agreement (Attachment 2).**

**6. *Subcontractors***

Use of subcontractors must be clearly explained in the Proposal, and subcontractors must be identified by name. The prime contractor shall be wholly responsible for the entire performance whether or not subcontractors are used.

**7. *Amended Proposals***

A Proposer may submit an amended Proposal before the deadline for receipt of Proposals. Such amended Proposals must be complete replacements for a previously submitted Proposal and must be clearly identified as such in the cover letter. The agency personnel will not merge, collate, or assemble Proposal materials.

**8. *Proposer's Rights to Withdraw Proposal***

Proposers will be allowed to withdraw their Proposals at any time prior to the deadline for receipt of Proposals. The Proposer must submit a written withdrawal request signed by the Proposer's duly authorized representative.

**9. *Firm Proposal***

Responses to this RFP, including the cost Proposal, will be considered firm for ninety (90) days after the due date for receipt of Proposals or sixty (60) days after the due date for the receipt of a Best and Final Proposal, whichever is later.



### ***10. Right to Publish***

Throughout the duration of this procurement process and contract term, potential Proposers or Contractors must secure from the City written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the Proposer's Proposal or termination of the contract.

### ***11. No Obligation***

This procurement in no manner obligates the City or any of its bureaus to the use of any proposed products or services until a valid written contract is awarded and approved by the appropriate authorities.

### ***12. RFP Termination***

This RFP may be canceled at any time and any and all Proposals may be rejected in whole or in part when the City determines such action to be in the best interest of the City.

### ***13. The City's Rights***

The City reserves the right to accept all or a portion of a Proposer's Proposal.

### ***14. Basis for Proposal***

Only information supplied by the City **in writing** through the Bureau of Purchases should be used as the basis for the preparation of Proposals.

### ***15. Proposers' Terms and Conditions***

Proposers must submit with the Proposal a complete set of any additional terms and conditions, which they expect to have included in a contract negotiated with the City. These terms may be incorporated into the discussions between the City and the Proposer during negotiations.

### ***16. Proposer Qualifications***

The Evaluation Committee may make such investigations as necessary to determine the ability of the Proposer to adhere to the requirements specified within this RFP. The evaluation committee will reject the Proposal of any Proposer who is not a responsible Proposer or fails to submit a responsive Proposal.

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***17. Right to Waive Minor Irregularities***

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive Proposals failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the evaluation committee.

***18. Change in Contractor Representatives***

City agencies reserve the right to require a change in contractor representatives during the RFP process if the assigned representatives are not, in the opinion of any of the City agencies, meeting its needs adequately. Also, the contractor must notify the City Bureau of Purchases in writing prior to any change in contractor representatives made by the contractor.

***19. Electronic Mail Address***

A large part of the communication regarding this procurement will be conducted by posting to the Bureau of Purchases website. Copies of needed material may also be sent to Proposers by electronic mail (e-mail). Proposer must have a valid e-mail address to receive this correspondence.

***20. Use of Electronic Versions of this RFP***

This RFP is being made available by electronic means. If accepted by such means, the Proposer acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of a conflict between a version of the RFP in the Proposer's possession and the version maintained by the City Bureau of Purchases, the version maintained by the City Bureau of Purchases shall govern.

***21. Additional Purchases***

The City reserves the right to purchase additional goods beyond the quantities stated in the proposal documents at the same prices submitted by the Proposer. Such additional purchases are not guaranteed and will be made at the City's sole discretion.

***22. Intergovernmental Cooperative Purchasing***

The Proposer submitting this Proposal agrees to extend identical prices and services under the same terms and conditions to all regional public agencies. Quantities stated in this RFP reflect the City of Portland usage only.

Each participating agency will execute its own contract with the successful Proposer for its requirements. The successful Proposer shall provide quarterly usage reporting of the City of Portland and that of other public agencies to the City's Program Coordinator, Strategic Sourcing.

Any Proposer, by written notification included with their Proposal, may decline to extend the prices and terms of this proposal to any, and/or all other public agencies

***23. Purchase by Other Public Agencies***

Following any initial purchase(s) by the City of Portland, additional quantities of the materials listed herein may be purchased to replace or supplement existing supplies and will be funded by various general funding sources of the various jurisdictions.

Additional quantities of these materials may be purchased by other public agencies pursuant to ORS 279.015; other public agencies may utilize the City's contract for these materials and purchase directly from Contractor without additional competitive processes. This is only allowable when the original contract was executed following a competitively process and allows other public agencies to use the contract. No written agreement between the public agencies is required if both agencies are local governments.

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## IV. TECHNICAL PROPOSAL REQUIREMENTS

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Please provide an appropriate amount of information about your company and your ability and plans to meet the needs of the City's Contract Users. Completely answer all parts of the RFP that you are submitting Proposals on. **All information regarding your company and your response to the RFP should be placed in the Appendices of this RFP, which will be distributed on request to Proposers via email attachment or mailed CD-R.** The City encourages creative and alternative approaches to the proposal requested in this RFP, but only in addition to the requested materials and questions listed in the Appendices. Failure to meet the requirements in this section may result in disqualification from the process.

### A. BUSINESS INFORMATION

Please populate the relevant areas in Appendices A.1 and A.2 to complete this section of the RFP.

#### i. Appendix A.1 – Proposer Information

Please provide the City with your company's information and statistics. All information provided will be considered public information unless you specifically state that you would like certain pieces to remain confidential. In these instances, it is the City's discretion to accept your request for confidentiality, pursuant to criteria described herein in Section III.D of this RFP.

#### ii. Appendix A.2 – References

Please provide a list of references. If possible, include references for other governments or quasi-governmental bodies where you provided similar services to those you propose to provide to the City of Portland.

### B. MANDATORY REQUIREMENTS

The following are requirements the City deems mandatory for service of the Maintenance, Repair, Operations and Electrical Supplies contract. Please indicate in Appendix B.1 if your company is able to meet or exceed these requirements, or propose alternatives that will meet City needs if you are unable to meet the requirements as stated.

#### i. Geographic coverage

The City of Portland has multiple locations throughout the Portland metro area (see Attachment 5 for sample list of locations). It is expected that Proposers will provide service to all City of Portland locations. All Proposals will be evaluated and compared against other Proposals received for the corresponding product group for delivery in this area. Please note that Proposers may only propose one price per item that shall be valid across all City locations covered by the Proposal. The City will not pay additional delivery charges for orders that are same business day delivery. Additionally, Proposers must agree to comply with the delivery requirements specified in Section IV.B.iii of this RFP for all City of Portland locations.

**ii. Pricing**

During the term of any resulting contract, the Contractor is to commit to providing the City of Portland pricing and responsive service to all users of the contract. The City makes the following requirements on the pricing proposed as part of its Maintenance, Repair, Operations and Electrical Supplies contract:

PRICING REQUIREMENT	DESCRIPTION OF REQUIREMENT
All-inclusive pricing	The City is requesting individual, unit pricing for items, in Appendices C.1. This price <b>must include all costs (including delivery and shipping costs) associated with the item.</b> Note that the delivery and shipping costs referred to here are those for normal shipping (next day delivery Monday through Saturday), and not for rushed orders.
Additional Costs	The Contractor will not invoice the City for any additional costs or service fees during the term of this agreement (except as described in this RFP).
Correcting Errors - Returns	There will be no return fees or restocking fees for inaccuracies or other errors on the part of the Contractor or the City.
Special Promotional Discounts	The Contractor shall extend special promotional discounts immediately to the City during the term of this contract. Such notice shall also advise the duration of the specific sale or discount price.
Price Escalation / De-Escalation	Contractor requests for price increases are to be substantiated to the City’s Purchasing Agent via a combination of Producers Price Index, copies of invoices paid by the Contractor to its suppliers, and/or then-current market conditions. Prices for items on the Contract List are to remain fixed for an initial period of one (1) year following contract execution. Prices may be revised once every year, in line with the above City requirements, following the initial one-year period (The first year of the contract is from contract signature to June 30, 2006).

**iii. Service Requirements**

Specific service levels that the Contractor is required to perform at *no* extra charge are summarized in the following table:

SERVICE	DESCRIPTION OF SERVICE TO BE PROVIDED AT NO ADDITIONAL CHARGE
Delivery Times	The City requires Contractor(s) to have the ability to deliver orders by the <b>next business day</b> to Contract Users.
Delivery Location	Contractor or assignee shall make delivery of each order to an inside location (e.g. department, etc.) as directed by Purchase Order, Limited Purchase Order, Direct Order, P-Card Order, Fax or Phone Order, as required by the ordering customer. Contractor shall comply with parking and delivery regulations (times, locations, permits, etc.) required by the ordering customer.
Will Call	Contractor must have a local branch available for Will Call.

SERVICE	DESCRIPTION OF SERVICE TO BE PROVIDED AT NO ADDITIONAL CHARGE
Product Availability	Contractors must agree that there will be no cancellation of products used without an equal and acceptable replacement approved by the City of Portland, Bureau of Purchases, Program Coordinator, Strategic Sourcing during the term of the agreement. Contractors must communicate manufacturer’s discontinuation of any products to the City’s Program Coordinator, Strategic Sourcing in writing within five (5) business days of notification by manufacturer. In such instances, Contractors shall work with the City’s Program Coordinator, Strategic Sourcing to identify and implement alternative options that shall maintain or reduce costs associated with the replacements. Contractors shall offer suggested replacements of discontinued products at least 30 days prior to substitution, including replacement part number, description, list price, applicable discount (which should be the same or be greater than the discontinued items), and final price.
Quality Assurance Guarantees	The Contractor(s) shall guarantee products to be free from defects in materials and workmanship, given normal use and care, over the period of the manufacturer warranty. The terms of this RFP and eventual contract will supersede any language to the contrary on purchase orders, invoices or other documents provided by the contractor(s), manufacturer(s) or other sources. The Contractor(s) shall agree to repair and/or immediately replace without charge (including freight both ways) to Contract Users any product or part thereof, which proves to be defective or fails within the warranty period as specified.
Customer Service	The Contractor(s) should provide each of the designated contract users a single, local point of contact (and a backup) to handle questions and resolve problems that arise. At least one Customer Service Representative must be available during City’s operating hours, Monday through Saturday, 7am to 6pm PST. All service representatives must have on-line access to information to provide immediate response to inquiries concerning the status of orders (shipped or pending), delivery information, back-order information, City-wide contract pricing, contracted product offerings / exclusions, billing questions or issues, contract compliance requirements, and general product information. Representatives should be available by phone, fax, or email (local or toll free number preferred).
Reporting	Contractor must be able to provide monthly, quarterly, and annual reports of spending by City of Portland agency/institution by individual item purchased. Details of this capability shall be listed as part of Appendix A.1.

**C. MAXIMIZING POTENTIAL BUSINESS**

**i. Purchasing *[Desirable]***

In order to better maximize the amount of potential business to the winning Proposer, several different options should be considered by Proposers. These include:

- Offering a further discounted pricing through a physical retail store to City employees purchasing items on purchase cards
- Providing same-day delivery at no extra cost to the City

**D. ACCOUNT MANAGEMENT**

**i. Reporting Requirements *[Desirable]***

The City requires monthly, quarterly and annual usage reports. In the appropriate section of Appendix A.1, indicate at what level of sophistication and complexity you can provide the City

with usage reports on a monthly, quarterly and annual basis. Desirable reporting information includes:

- Usage/sales reports that include date of purchase, unit price, unit-of-measure, description, quantity purchased, manufacturers number, manufacturer, category, and department or agency purchased by
- Monthly, quarterly and annual reports reporting the above information by bureau or agency
- Quarterly and annual reports on the purchases from M/W/ESBs
- Bureau specific reports as described above upon request
- Electronic format and/or ability for user to view order histories online
- Ability to incorporate purchases made at retail locations (if applicable)

You are asked to send a sample of your current reporting capabilities. Attach this report to the printed or electronic materials that you submit in response to this RFP. You may disguise identifying client information on any sample report.

The Contractor shall furnish the City Bureau of Purchases with reports on a monthly, quarterly and annual basis in a format mutually agreed upon by the City and the Contractor. These reports must be submitted by the 15<sup>th</sup> of the month, following the month/quarter for which the report is due.

## E. FINANCIAL PROPOSAL

Since the number of individual Maintenance, Repair, Operations and Electrical Supplies SKUs purchased by the City is extensive, we have created a list for top spend items for **Maintenance, Repair, Operations and Electrical Supplies**. Appendix C.1 is the Contract Pricing Schedule that should be priced most aggressively since it represents the highest-spend Maintenance, Repair, Operations and Electrical Supplies items purchased. Appendix C.2 covers all items that may be purchased that are not included in Appendix C.1 and the discount off-list offered for these items will be applied to your entire catalog of Maintenance, Repair, Operations and Electrical Supplies items.

Appendix D should be completed and returned by all Proposers. It provides further alternatives for Proposers to customize their Proposals.

Where possible, we have provided Manufacturer names and Manufacturer Part Numbers to help you unambiguously identify the different products as an example of functionality and quality of products.

For each item in Appendix C.1, please provide a proposed price on the **exact item** requested wherever possible. However, if you cannot provide proposed pricing for an exact item please leave the “Branded Product-Proposed Price” columns blank and use the “Alternative Product-Proposed Price” columns to the right to provide a price for a functionally equivalent substitute. Note that by not proposing a price for the exact product ***you will be implying that the product is not included in your most current catalog and is not available to you through distribution***

*channels*. Proposers found to be misrepresenting this information may be disqualified.

**IMPORTANT: Even if you have provided a price on the exact item, you are strongly encouraged to suggest a CHEAPER substitute item that is functionally equivalent and meets any additional City requirements (quality, size, quantity), keeping in mind that the City may consider the cheaper preferable substitute pricing on certain items.**

**Please provide complete information on the substitute product by filling in all the columns under “Alternative Product-Close Substitute”.** Please review all the items in Appendix C.1 when submitting your proposal to make sure that you are extending proposed pricing on all the Maintenance, Repair, Operations and Electrical Supplies items that you will be able to provide.

Enter all information directly into the relevant Excel spreadsheet cells in “number” (two-place decimal), not “currency” or other format unless otherwise noted. That is, omit dollar signs, commas, and any other non-essential symbols (e.g., \$7.90 should be entered as “7.90”). Prices must be:

- In US Dollars
- Valid for a minimum of **90 days** from the date of submission

**Enter “n/a” to indicate not available or “0” if there is no charge. Cells left blank will be interpreted as “no proposal”.**

#### **F. M/W/ESB UTILIZATION**

The City of Portland is committed to increasing contracting, subcontracting, and employment opportunities for minority, women, and emerging small businesses. Proposers are asked to evaluate the project specifications in considering where these opportunities exist. Proposers may include M/W/ESBs through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for qualified M/W/ESB participation. The following list is not meant to be all-inclusive, nor is it intended to limit the Proposer to utilize the participation in the manner identified:

- Freight and Expediting
- Order Packaging
- Supplying Certain Product Lines
- Trucking and Transportation of Orders

Proposers may discuss their history of use and plan to maximize M/W/ESB for the City contract in Appendix A.1.



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## V. EVALUATION

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### A. EVALUATION CRITERIA POINT SUMMARY

The following is a summary of evaluation criteria with the point values assigned to each. These, along with the general requirements, will be used in the evaluation of Proposals:

Criteria	Points
Service	15
Account Management	10
Business Information	5
Financial Proposal	70
<b>TOTAL</b>	<b>100</b>

### B. DESCRIPTION OF EVALUATION CRITERIA

Below we have provided a brief description of each of the evaluation criteria. However, the evaluation of Proposals will be based on a thorough review of Proposals.

#### 1. Service (15 Points)

- a. Demonstrated ability to promptly meet the requirements of the City, as well as all City Terms and Conditions (including local retail presence and M/W/ESB requirements)
- b. Strategy for managing contract and customer service approach
- c. Implementation and communication of new contract as necessary

#### 2. Account Management (10 Points)

- a. Reporting capabilities

#### 3. Business Information (5 Points)

- a. Length of time in business
- b. Experience with other government and private sector entities
- c. References
- d. Financial stability

#### 4. Financial Proposal (70 Points)

- a. This will be a combination of price, incentives and other cost components that offer the best value for the City. The following are general guidelines that Proposers should consider when crafting their Proposal in order to *maximize* their point score in this area:
  - Propose competitive pricing for as many line items as possible in the Appendix C.1 “Branded Product-Exact Match” area. **It should be noted that not providing a price proposal for one or more “Branded Product-Exact Match” items will adversely affect your score.**

- Offer as many “Close Substitute” products as possible (Appendix C.1)
- Offer a very competitive off-list full catalog discount
- The City is seeking an aggressive current fiscal year discount to assist Contract Users with limited current year funds.

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## VI. SPECIFICATIONS

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### A. BALLAST SPECIFICATIONS

1. Electronic Fluorescent Ballasts shall;
  - a. Have a five (5) year warranty from date of manufacture against defects in material and workmanship.
  - b. Include replacement labor costs of \$15.00 each or provide complete replacement by supplier including labor, at the option of State or all authorized users.
  - c. Energy-saving Magnetic Ballast warranty shall be for three (3) years from date of manufacture against defects in material and workmanship
2. All fluorescent ballast shall be Underwriter Laboratories, Inc., Class P, indoor and Type 1 outdoor listed. All electronic ballast shall meet the requirements of UL 935 and shall bear the appropriate UL label. All ballasts shall meet ANSI (latest version) standard specifications or better as noted below and be CBM certified.
3. All fluorescent ballasts shall meet the requirements of the Federal Communications Commission Regulations, Part 18, Subpart C for Non-Consumer Equipment for Electro-Magnetic Interference (EMI) and Radio Frequency Interference (RFI).
4. Electronic fluorescent ballasts have a frequency of operation of 20khz or greater, and operate without visible flicker. Flicker shall be less than 5%. Energy-saving Magnetic fluorescent ballast shall operate at 60hz.
5. Fluorescent ballast case temperature shall not exceed 25 degrees Centigrade (C) rise over 40 degree (C) ambient. The ballast shall start and operate standard lamps at 50 degrees (F) and energy savings lamps at 60 degrees (F).
6. All fluorescent ballasts have a Power Factor (PF) of 90% or above (Except Compact).
7. Electronic fluorescent ballasts (Except Compact) shall provide light output equal to electromagnetic, and have a ballast factor of 0.78 or greater per ANSI C82.11 (latest version). High light output shall have a ballast factor of 1.10 or higher, but shall not operate T8 lamps above 265ma current, as recommended by the lamp manufactures. Reduced light output shall have a ballast factor of 0.78 or less.
8. All fluorescent ballasts shall withstand line transients as defined in ANSI C82.41 (latest version). The ballast shall tolerate line voltage variations of +/- 10%.
9. Ballasts shall not contain polychlorinated biphenyl's (PCB's).
10. Electronic fluorescent ballasts operate at sound levels that shall be equal to Energy Saving Magnetic Class "A" sound rated.

11. Electronic fluorescent ballasts shall be interchangeable with standard Energy Saving Magnetic types in existing fixtures as to size, & mounting. Electronic shall have the same physical dimensions and mounting arrangements as those of their core and coil counterparts.
12. Ballasts except HID shall have factory installed leads, color coded to ANSI standard C82.1 or latest version.
13. All ballasts shall be marked with manufacturer's name, part number, supply voltage and range, sound rating, power factor, current draw for each lamp type, date of manufacture code, U.L. Listing, CBM certification, and for National Energy Law compliance. Contractor/Vendor shall provide an explanation of the "date code" that defines the manufacture date.
14. The Total Harmonic Distortion (THD'S) for all electronic (except Compact) fluorescent ballasts shall not exceed 20% on primary applications. Electro-magnetic fluorescent ballasts THD's shall not exceed 32%.
15. All electronic fluorescent ballasts shall have a maximum lamp current crest factor of 1.7. This is to insure the maintenance of lamp life, per lamp manufacturer's specifications.
16. The manufacture date of ANY delivery to the State and other authorized users shall precede the delivery date by not more than twelve (12) months.
17. All fluorescent ballasts shall be provided with an internal nonrenewable fuse to protect the electrical power supply from internal component failure. The ballast shall also be short-circuit protected in the event of cross wiring in the field.
18. HID Core & Coil ballasts for High Pressure Sodium lamps shall be designed in accordance with all applicable ANSI specifications including ANSI C82.4, and shall be precision wound.
19. The HID Core & Coil ballast shall be designed with class "H" (180 degree C) or higher insulation system and by 100% solid based resin impregnated.
20. HID Core & Coil ballasts shall further be designed to operate at least 180 cycles of 12 hours on and 12 hours off, with the lamp circuit in an open or short-circuited condition and without any undue reduction in ballast life.
21. HID Core & Coil ballast and starter combinations shall be designed to provide reliable lamp starting down to -40 degree C for High Pressure Sodium and -20 degree C for Metal Halide.
22. Manufacturer shall provide written warranty against defects in workmanship, including replacement, for two (2) years from date of manufacture.

23. Capacitors shall be 100C dry type where possible and contain bleeder resistors where required by UL. All oil filled capacitors shall contain an internal protective device.
24. All oil filled capacitors will be housed in corrosion-resistant steel cans and contain .25" quick dis-connect terminals.
25. All dry capacitors shall be housed in a flame retardant thermoplastic case with leadwire terminations and have no exposed live parts.
26. All starters SHALL be epoxy-filled with either a plastic or aluminum housing.
27. Igniter shall be so designed to operate 10,000 hours at a case temperature of 75C.
28. All HID "KITS" shall have the igniters pre-wired to the core & coil.
29. All HID "KITS" are to be UL recognized following the guidelines found in UL1029.
30. Energy Star Requirements  
To comply with the City's requirements for the procurement of energy efficient appliances and equipment, Vendor agrees to provide equipment that meets the US Environmental Protection Agency's Energy Star guidelines for energy efficiency.

**B. LAMP SPECIFICATIONS**

All lamps included in the Proposal pages of this bid shall comply with the requirement sections and latest supplements of the applicable Federal Specifications of Public Law 102-486 (Energy Policy Act of 1992) EPACT. Any lamps not covered by these specifications shall comply with the Manufacturer's published data, and shall be first line, best commercial quality in all respects. All lamps shall be regularly tested by the manufacturer in accordance with the test requirements of the applicable Federal Specifications and the latest supplements.

All lamps furnished under the contract shall be new, current production and be from lots which have been tested and passed in accordance with the testing requirement above. All lamps shall be packed in standard commercial packing, and standard commercial marking shall be used on both lamps and packing containers. All deliveries shall be made in original containers.

DEFECTIVE PRODUCTS: Defective lamps or those damaged in shipment shall be promptly replaced at no charge by the contractor.

**C. AIR FILTER SPECIFICATIONS**

**1. General Specifications**

Filter media shall be produced from a blend of cotton and polyester fibers. The media fibers shall be treated with a fire retardant additive. The pleated media shall be formed by an expanded metal grid of rust resistant galvanized steel laminated to the air leaving side of the media with no less than 14.0 pleats per linear foot. The frame shall be made from two mating pieces of die cut beverage board which forms a double wall around the entire perimeter of the filter. The entire inside surface of both pieces of the frame shall be coated with adhesive to bond with the media pack to prevent air bypass. Air flow arrow and size of filter with approved UL Standard 900 Class-2 rating shall be labeled on side of filter frame. Filters shall comply with section 7.4 of ARI-Standard 850-93. Additionally:

- a. 1" thick filters must have an initial resistance of .20" W.G. at 300 F.P.M.
- b. 2" thick filters must have an initial resistance of .14" W.G. at 300 F.P.M.

## **2. General Filter Performance**

Initial resistance shall not exceed .30" W.G. Average dust spot efficiency shall not be less than 25%. Final resistance shall not exceed 1.0" W.G. Average arrestance efficiency shall not be less than 92%. Dust holding capacity shall not be less than 140 grams at 1.0" W.G. Filters shall be suitable for use in systems with face velocity from 300 to 625 F.P.M.

## **3. Air Filters, Panel Type, Medium Efficiency**

Filters shall be pleated media and shall meet U.L. Standard 900 for Class 2 air filters. Operating temperature limits for air filters is 200 degrees F. Pleated filters shall have a minimum MERV of 6 when tested in accordance with ASHRAE 52.2. Initial resistance at 600 F.P.M. shall not exceed 0.35" W.G. Filter shall be capable of maintaining structural integrity at a resistance of 1.5" W.G. at maximum rated airflow. Air filters may be installed with pleats in either the horizontal or vertical position, and width and height dimensions are interchangeable. Filters shall be suitable for use in systems with face velocity from 300 to 600 F.P.M. Filters shall be enclosed in a frame that is cut from heavy-duty water resistant beverage board or equivalent material. This unit shall include diagonal support members, and all inside surfaces shall be bonded to the filter media to insure proper pleat spacing, retention, and eliminate air by-pass.

When assembled, the two mating sections of the frame shall overlap to provide a double thick wall on all four sides. The filter media shall be supported on the discharge side with a metal grid. This grid shall be bonded over its entire surface area of the radial pleat to ensure maximum air-flow and dust loading characteristics throughout the life of the filter. The frame, metal grid and filter media shall form a rugged and durable filter unit that shall not rack or warp under normal conditions. Filters shall have gross media area and number of pleats equivalent to the referenced brands. Filters shall be of the overall level of quality equivalent to Far 30/30 or Tri-Dim Tripleat ES40ME.

## **4. Box Type Air Filters High Efficiency**

Filter shall be constructed of a 28 gauge galvanized metal frame formed into a box in a manner that ensures squareness and prevents racking. The media shall be lofted fiberglass with an expanded metal grid that shall be bonded to the air exit side for forming of pleats and media support. Filter pleat spacing shall be reinforced with non-organic separators. The filter pack shall be sealed on all four sides with adhesive to prevent air by-pass. Filters shall be capable of continuous operation to 250 degrees F. Filters shall be U.L. Class 2 and shall fit without modification or be adaptable to existing holding frames. Filter quality shall be of the overall level of quality equivalent to Tri-Dim Tri-Cell "R" or Farr Rigaflo. Filters shall have the following rating:

- a. Medium - MERV 13
- b. High - MERV 14 (90-95% efficiency)

Filters shall be color coded to easily differentiate each respective efficiency category. Filter performance data shown is based on ASHRAE 52.2 test method. Performance tolerances shall conform to ARI Standard. Box filters shall be available in two basic frame construction types, with and without headers. The header shall completely enclose the front outside edge of the filter. Headers shall be available in 3/4", or 1 1/8" inch depth (header depth will be specified by agency on purchase order).

### **5. Three Ply Ring Panel Filters**

Filters shall test according to ASHRAE 52.2 resulting in MERV 10. Filters shall be constructed of three distinct layers of 100% polyester depth-loading media heat sealed around a 9.5 or heavier galvanized wire ring with cross braces. The first two layers of media shall be manufactured of different denier fibers as one media to ensure depth loading (laminates of individual media are not acceptable). Downstream media shall be "rando" weave to ensure strength when stretched in any direction. Downstream side of filter shall be clearly marked to indicate air-exiting side. A selvage edge shall be incorporated around the entire perimeter of the filter to ensure gasketing into the holding apparatus. Filter shall meet U.L. Standard 900 with Class 2 rating. Filters shall be of overall quality equivalent of Tri-Dim Tri-Dek Panel Filters.

### **6. Scrim Fiberglass**

Fiberglass scrim shall be type ECG150 glass yarn for the main strand and EC75 for the cross lap strands. Scrim weight is approximately 2 grams per square foot with 2 to 4 strands per square in each direction. The scrim shall be assembled with a vinyl-backed or equivalent type adhesive. The finished product shall be able to withstand an approximate tensile load of 10 lbs. per inch in the primary direction and 20 lbs. per inch in the cross-lap direction. Scrim shall be laminated to filter media with latex or equivalent resin to prevent fiber distortion.

### **7. Bag Filters**

Bag filter shall be the high efficiency type and shall be tested in accordance with ASHRAE 52.2 resulting in MERV rating of between 13 and 16. Filter media shall be constructed of fiberglass with scrim backing or synthetic media. Media shall be formed into individual pockets by sewing the edges and properly sealing all needle penetration. The pockets shall be stitched and sealed to form tapered channels to ensure proper airflow and uniform loading through the depth of the pocket. The throat of each pocket shall be firmly bonded to a pocket hoop to ensure proper opening and ensure proper airflow into the finished filter. The pocket hoops shall have double bend construction to ensure safety and rigidity. Each pocket hoop shall be enclosed in a corrosion resistant header of steel or aluminum and mechanically fastened to adjacent pocket with a minimum of five staples. Filter shall meet U.L. Standard 900 with a Class 2 rating.

All sizes shall be based on the performance of an eight pocket, 30-inch deep bag filter. Filter sizes and frame type shall be as listed on the quote sheets.

### **8. Roll Filters**

Roll filters shall be low efficiency replacement media for roll type filters, and shall have 2" nominal thickness. Media shall have average efficiency of MERV 10 when tested in accordance with ASHRAE Standard 52.2, and shall be selected for a rated face velocity of 500 FPM. Filter shall be a graded density glass fiber material and shall have an adhesive coating. Filters shall be scrim cloth reinforced and shall be UL rated Class 2. All rolls shall be for use in either American Air Filter or Cambridge Roll Filter Equipment.

### **9. Two Ply Ring Panel Filters**

Two Ply Ring Panel Filters shall test according to ASHRAE 52.2 resulting in a MERV 6 minimum rating. Filters shall be constructed of 100% polyester depth-loading media, laminated design, heat sealed around a 9.5 gauge or internal galvanized wire ring with cross braces. Downstream media shall be "rando" weave to ensure strength when stretched in any direction. Downstream side of filter shall be clearly marked to indicate air-exiting side. A selvage edge shall be incorporated around the entire perimeter of the filter to ensure gasketing into the holding apparatus. Filter shall meet U.L. Standard 900 with a Class 2 rating. Filters shall be of overall quality equivalent to Tri-Dim Tri-Dek Panel Filters.

### **10. The ASHRAE Rigid Box Filter**

The filter shall be constructed of rigid cell sides of at least 28 gauge galvanized steel. Filter media shall be wet laid micro-glass fiberglass paper with a water repellent binder. Media shall be pleated using corrugated aluminum separators, with the edges rolled over to prevent damage to the form filter pack. The filter pack shall be sealed with an adhesive on all four sides to prevent air bypass. Assembled filter shall be structurally stable to prevent racking. Filters shall be of nominal size 24 x 24 x 12 in a single header or double-header configuration. Filters shall be 90-95% efficient, meeting ASHRAE 52.2



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test resulting in a MERV 10 (low efficiency), 13 (medium efficiency) or 14 (high efficiency) or AAR Varicel.

Filters shall be capable of continuous operation up to 350 F. Filters shall be classified as U.L. Standard Class 1. Filters shall fit without modification or be adaptable to the existing holding frames.

### **11. Two Pocket, Three Ply Cube Type Filters**

Two Pocket, Three Ply Cube Type Filters shall test according to ASHRAE 52.2 resulting in MERV 10 minimum. Filters shall be constructed of three distinct layers of 100% polyester depth-loading media, heat sealed around a 9.5 or heavier galvanized wire ring and formed into a one or two pocket cube type filter. The first two layers of media shall be of different denier fibers formed into one media to ensure proper depth loading. Laminates of individual media are not acceptable. Downstream media shall be "rando" weave to ensure strength when stretched in any direction. Downstream side of filter shall be clearly marked to indicate air-exiting side. Filter shall friction fit into the holding apparatus. Filter shall meet U.L. Standard 900 with a Class 2 rating. Filters shall be of overall quality equivalent to Tri-Dim Tri-Dek Cube Filters or American Air Filter Airpack 200.

### **12. HEPA Filter**

HEPA Filters must be D.O.P. tested and certified 99.99% efficient with a metal frame.

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## VII. RESPONSE FORMAT AND ORGANIZATION

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### A. PROPOSAL SUBMISSION INSTRUCTIONS

Proposers are required to submit a Proposal that exactly meets the requirements outlined in this RFP. Proposers are **not** allowed to submit substitute or alternate Proposals.

Proposers should submit six (6) printed copies – **one (1) marked “Original”** – of their Proposal along with two (2) copies of electronic versions (either on diskette or CD-ROM). The CD-ROMs and printed copies of the Proposals should be identical except for additional materials added by the Proposer that are not available in electronic format. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the Maintenance, Repair, Operations and Electrical Supplies RFP with RFP number 103764. **Proposals submitted by facsimile, or e-mail, will not be accepted.**

### B. REQUIRED PROPOSAL MATERIALS AND INSTRUCTIONS

To be considered a fully completed response to this RFP, all Proposals must include the following in the Proposal:

- 1) **Vendor Registration:** Proposers must apply online at the City of Portland Bureau of Purchases Website <http://cityofportland.ebidsystems.com>. Proposers should fill out the “First-Time User Registration”, and the “Vendor EEO Registration” sections. If the Proposer is a certified M/W/ESB, the Proposer must submit their Oregon State OMWESB Certification Number. The criteria for M/W/ESB can be found at <http://egov.oregon.gov/DCBS/OMWESB/>. If the Proposer believes they meet these criteria, but is not currently certified, the Proposer should begin the certification process. This process takes between 30-60 days to complete, and the Proposer should begin this process immediately after the receipt of this RFP.
- 2) **Cover Letter:** Each Proposal MUST be accompanied by a cover letter. The cover letter MUST:
  - Identify the submitting organization;
  - Identify the name and title of the person authorized by the organization to contractually obligate the organization;
  - Identify the name, title, email address, and telephone number of the person authorized to negotiate the contract on behalf of the organization;
  - Identify the names, titles, email addresses, and telephone numbers of persons to be contacted for clarification;
  - Explicitly indicate acceptance of the general terms and conditions governing this RFP in Section III D;
  - **Be signed** by the person authorized to contractually obligate the organization;
  - Acknowledge receipt of any and all amendments to this RFP;
- 3) **Technical Proposal:** The Technical Proposal document should address all the requirements

outlined in Section IV of this RFP. It should include:

- Response to Technical Proposal Requirements Outlined in Section IV (**Note:** This will involve populating the MS-Excel grids that make up Appendices A-D)
- Proposer's Request for Additional Terms and Conditions (if any, fill in Appendix E)
- Other Supporting Material

The Original Technical Proposal hard copy should be submitted in a sealed envelope. The Proposal from Appendices C.1, C.2 and D must be provided via an electronic version (either on diskette or CD-ROM) of the Proposal.

- 4) **Confidentiality Agreement:** Fill out and return Attachment 2.
- 5) **Proposers Information Form:** Fill out and return Attachment 3.
- 6) **Non-Collusion Affidavit:** Fill out and return Attachment 4.

### C. SUBMISSION GUIDELINES FOR PROPOSALS

- Before mailing, write your company name on the label of the CD/disc.
- Do not make any changes to the electronic Excel file formats. Do not add rows or columns, change column headers, or input text in numeric fields. Comments made on the spreadsheets will be ignored.
- When saving the Excel attachment, include your company name in the filename before submitting electronic copies.
- All submittals will be evaluated on the completeness and quality of the content. The ability to follow these instructions demonstrates attention to detail.
- Proposers and their agents are advised that personal solicitations of individual City personnel, its Proposers, or City Council members in regard to the award of a Contract are not permitted.
- This Request for Proposal does not commit the City to award a Contract or to pay any costs incurred in the preparation or submittal of a Proposal or during negotiations. Proposals will remain confidential until Notice of Intent to Award has been posted on the Bureau of Purchases website.
- For purposes of review and in the interest of the City's Sustainable Paper Use Policy and sustainable business practices in general, the City encourages the use of submittal materials (i.e. paper, dividers, binders, brochures, etc.) that contain post-consumer recycled content and are readily recyclable. The City discourages the use of materials that cannot be readily recycled such as PVC (vinyl) binders, spiral bindings, and plastic or glossy covers or dividers. Suggested bindings include: large staples, binding posts, 3-rings alone (without binder), large binder clips, paper folders, and 3-ring binders made of cardboard or paperboard. Firms are encouraged to print/copy on both sides of a single sheet of paper wherever applicable. Color is acceptable, but content should not be lost by black-and-white printing or copying. No erasures are permitted. Mistakes must be crossed out and corrections typewritten or in ink adjacent thereto, and initialed in ink by the party signing the Proposal, or their authorized representative.

## VIII. SUBMISSION CHECKLIST

In order to insure that RFP submissions are complete, please review the following chart:

ITEM	DATE DUE	FORM OF SUBMISSION	INCLUDED/COMPLETED
NOTICE OF INTENT TO RESPOND	February 8, 2005	PAPER COPY BY FAX	
EQUAL EMPLOYMENT OPPROTUNITY CERTIFICATION	N/A	APPLY ONLINE AT: <a href="http://cityofportland.ebidsystems.com">http://cityofportland.ebidsystems.com</a>	
COVER LETTER	February 22, 2005	PAPER COPY	
PROPOSER'S INFORMATION FORM	February 22, 2005	PAPER COPY	
NON-COLLUSION AFFIDAVIT	February 22, 2005	PAPER COPY	
CONFIDENTIALITY AGREEMENT	February 22, 2005	PAPER COPY	
APPENDIX A.1	February 22, 2005	PAPER COPY OR ELECTRONIC WITH ATTACHMENTS	
APPENDIX A.2	February 22, 2005	PAPER COPY OR ELECTRONIC	
APPENDIX B.1	February 22, 2005	PAPER COPY OR ELECTRONIC	
APPENDIX B.2	February 22, 2005	PAPER COPY OR ELECTRONIC	
APPENDIX C.1	February 22, 2005	ELECTRONIC COPY	
APPENDIX C.2	February 22, 2005	ELECTRONIC COPY	
APPENDIX D	February 22, 2005	PAPER COPY OR ELECTRONIC	
APPENDIX E	February 22, 2005	PAPER COPY OR ELECTRONIC	OPTIONAL
CATALOGUE	February 22, 2005	PROVIDE ACCESS CODE IF ONLINE OR ONE (1) PAPER CATALOGUE	

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## ATTACHMENT 1 – CONTRACT TERMS AND CONDITIONS

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### CONTRACT TERMS AND CONDITIONS

City of Portland Contract Number \_\_\_\_\_  
AGREEMENT FOR <>

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This Agreement for Goods and Services (“Agreement”) is between the **City of Portland** (“City”), and \_\_\_\_\_ (“Contractor”).

#### RECITALS

- A. The City is in the process of <FILL IN> in support of <FILL IN>.
- B. The City requires <FILL IN> to support <FILL IN>. The City of Portland has issued Request for Proposals (RFP) No. <FILL IN> to solicit Proposals from qualified firms to provide <FILL IN>.
- C. This Agreement is the result of RFP No. <FILL IN> and Contractor's Proposal in response to the RFP, and is the basis for purchasing <FILL IN> and related goods and services.

#### AGREEMENT:

This Agreement and its attachments together form the total Agreement between the parties. The following attachments are incorporated into the Agreement.

- a) Appendix A – ORS Chapter 279 Provisions
- b) Appendix B – General Conditions
- c) Appendix C – Special Conditions
- d) Appendix D – Specifications and Exhibits \_\_ to \_\_ thereto
- e) Attachment 1 – Definitions
- f) Attachment 2 – Price Sheets
- g) Attachment 3 – Warranty (**IF APPLICABLE**)
- h) Attachment 4 – License for Licensed Materials (**IF APPLICABLE**)
- i) Attachment 5 – Implementation Schedule (**IF APPLICABLE**)
- j) Attachment 6 – Maintenance Agreement (**IF APPLICABLE**)

Appendices or Attachments shall be added or deleted as appropriate to the final Agreement.

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In the event of conflicts between the documents, the order of precedence shall be as follows:

1. This Agreement including all Appendices, Attachments and Amendments in the order listed above.
2. Exhibits attached to this Agreement and listed in Appendix D of this Agreement.
3. The Contractor's Proposal submitted to the City of Portland in response to RFP No. <FILL IN>.

**1. DEFINITIONS. The Definitions in 1.F apply to this Agreement, and are included herein by this reference.**

**2. SCOPE OF WORK.**

- 2.1 This Agreement authorizes the Contractor to provide and the City to purchase goods and services, and establishes the terms and conditions for the City to obtain goods and services from the Contractor. Goods and services to be provided under this Agreement are described in the Attachments hereto. The Contractor shall provide to the City those goods and services described in the attachments in accordance with the prices shown herein.
- 2.2 The City is not required to purchase any goods and services by this agreement. Payment shall be made only for goods and services actually ordered, delivered, and accepted, whether greater or less than the original estimated quantities.
- 2.3 The City may purchase goods and services described and priced in Attachment 2. Payment shall be made only for goods and services actually ordered, delivered, and accepted.
- 2.4 This Agreement does not establish an exclusive arrangement between the City and Contractor, and the City retains the right to purchase the same or similar goods and services from other providers.

**3. TERM**

- 3.1 **The initial term of this Agreement shall begin on the date of last signature and shall be for X (X) years unless terminated sooner as provided herein. The parties may agree, by mutual consent, to extend this Agreement for up to X (X) additional one-year terms, taken individually or in multiple year extensions. (TO BE CUSTOMIZED)** At least ninety (90) days prior to the expiration of the initial term, or extension, the parties shall commence discussions if they desire to extend the Agreement. The Contractor shall provide a written extension Proposal within fifteen (15) calendar days following the City's request for such a Proposal. However nothing binds or requires either party to extend this Agreement. The total term of this Agreement shall not exceed

ten (10) years.

- 3.2 If the parties cannot reach agreement on the terms of an extension of this Agreement, the Contractor agrees to provide services on a month to month basis on the same prices, terms, and conditions of this Agreement for a period of up to six (6) months, provided the City gives the Contractor notice at least thirty (30) days before the expiration of the initial term or renewal term.

#### **4. PRICES AND PRICE CHANGES**

- 4.1 Initial Contract Prices shall be as established in Attachment 2. Unit prices shall remain firm through the first year of the agreement. At the end of the one-year period following the date of acceptance, price changes may be allowed as outlined in Sections 4.2 through 4.5 below. Notwithstanding the above, all manufacturer price reductions shall be passed on to the City as of the manufacturer's effective date.
- 4.2 Contractor agrees to provide pricing for all products for which Contractor is an authorized distributor for the duration of this Agreement if and when requested by the City. Should the City decide to purchase offered goods and services, the City may issue an Order for those items.
- 4.3 Contractor agrees to provide the same pricing for all goods and services requested by the City that Contractor offers to its other similarly situated customers, for the duration of this Agreement and extensions.
- 4.4 Normal Price Change Procedure. Following the end of the one year period referenced in Paragraph 4.1 above, City and Contractor acknowledge that prices for goods and services furnished by Contractor under this Agreement may need to be adjusted during the term of the Agreement due to changes in Contractor's list prices, rate plans, or product offerings. Such price changes shall be documented in writing between Contractor and City's Program Coordinator, Strategic Sourcing as contract amendments. Contractor shall submit any proposed pricing revisions in writing to City's Program Coordinator, Strategic Sourcing for consideration at least thirty (30) days before the proposed effective date. All proposed price adjustments shall be calculated consistent with the methodology used to calculate the prices set forth in the Contractor's Original Proposal (e.g. discount from list price) and the price escalation / de-escalation procedures outlined in RFP No. <FILL IN>; the Contractor shall certify this in its request for price adjustments.
- 4.5 Price adjustments shall become effective thirty (30) days from the date of last signature on the price change document or as otherwise stated therein. Except that no increase in price adjustments shall become effective prior to a date one year following the date of acceptance.
- 4.6 Price adjustments will only become effective by fully executed contract amendments, following receipt by the City Program Coordinator, Strategic Sourcing of the requested

price adjustment.

- 4.7 Promotional Pricing Procedure. It is anticipated that the Contractor may introduce promotional pricing during the term of this Contract. In that event, Contractor shall offer and City may take advantage of such promotional pricing if the City satisfies all terms and conditions necessary to qualify. For the purpose of this section, the term “promotional pricing” includes the cost of goods and services as well as the addition of features, functionality, or additional usage of goods and services. The Contractor shall immediately notify the City’s Program Coordinator, Strategic Sourcing in writing of such promotional pricing.

## **5. GOODS AND SERVICES**

- 5.1 This Agreement authorizes the Contractor to provide and the City to purchase goods and services. Goods and services to be provided under this Agreement are described in the Attachments hereto.
- 5.2 The City may order goods and services by issuing an Order. The Contractor shall fill the Order at Contract Prices. Delivery, Operational, or Service dates shall be established either as specified in the Agreement or by mutual agreement. Unique circumstances may result in special situation pricing for an individual order for goods and services. In such cases, the Contractor shall notify the City’s Program Coordinator, Strategic Sourcing of the reason the Order is unique and its proposed pricing in a timely manner. The City shall then either accept the special situation pricing or cancel its order without prejudice or cost. The Contractor shall not deliver the goods and services, nor bill for them, without an Order as defined herein from the City. Contractor shall accept orders by written purchase order, telephone, fax, or computer on-line systems. Contractors shall have a local Oregon telephone number, a toll free (800) number, or agree to accept collect calls. Each Authorized Purchaser is responsible for placing its own orders. Orders submitted by facsimile or other electronic means, including electronic mail, shall be valid as if they were submitted in writing. If requested by the Contractor, original copies of Orders submitted by electronic means shall be provided by the City, however order fulfillment and schedule shall not be conditioned on receipt of the original copy of the Order.
- 5.3 All goods will be delivered FOB Destination, City of Portland.
- 5.4 The Proposer must maintain ownership of, title to, and risk of loss for, all Proposer-supplied materials until Acceptance. The City may, at its option, allow temporary storage of materials.
- 5.5 The Vendor guarantees the goods and services furnished hereunder will be free from defects in material and workmanship, and will conform with all requirements of this contract, for the period specified in the contractors proposal. The Vendor is responsible for all costs of replacement, including shipping charges, for goods and services found defective within that period, regardless of who actually corrects the defect. The City



shall give written notice of any defect to the Vendor, and within ten (10) days the Vendor shall attempt to correct the defect with due diligence. If the Vendor has not diligently undertaken to correct the defect within ten (10) days after receiving written notice, the City, in its sole discretion, may correct the defect itself.

- 5.6 City and Contractor acknowledge that in an era of rapidly changing technology, Contractor may enhance the goods and services furnished by the Contractor under this Agreement due to technological improvements, new features and functionality, or in other ways that change their makeup to the extent that they are considered new goods and services. These new goods and services may be added to the Agreement providing they are within the scope of the original Agreement, as described in the RFP and Proposal. Addition of these goods and services to the Agreement shall follow the same process as outlined for Price Adjustments in Section 4, above.

## 6. TAXES

The City of Portland is a tax-exempt governmental agency. Prices shall not include federal, state, local, or other taxes designated now or hereafter, unless the City is responsible therefore.

## 7. EARLY TERMINATION OF AGREEMENT

- 7.1 The City and the Contractor, by mutual written agreement, may terminate this Agreement at any time.
- 7.2 The City, on thirty (30) days written notice to the Contractor, may terminate this Agreement for any reason deemed appropriate in its sole discretion.
- 7.3 Either the City or the Contractor may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within thirty (30) days of the notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.

## 8. PAYMENT ON EARLY TERMINATION

- 8.1 In the event of termination under subsection 7.1 or 7.2 **Early Termination of Agreement** hereof, the City shall pay the Contractor for Goods and Services in accordance with the Agreement prior to the termination date.
- 8.2 In the event of termination under subsection 7.3, **Early Termination of Agreement** hereof, by the Contractor due to a breach by the City, then the City shall pay the

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Contractor for Goods and Services in accordance with the Agreement prior to the termination date.

- 8.3. In the event of termination under subsection 7.3, **Early Termination of Agreement** hereof, by the City due to a breach by the Contractor, then the City shall pay the Contractor for goods delivered and services performed in accordance with the Agreement prior to the termination date subject to set off of excess costs, as provided for in section 9.1, **Remedies**.
- 8.4. In the event of early termination all of the Contractor's Work product shall become and remain property of the City.
- 8.5. Under no circumstances shall the City be subject to early termination penalties for recurring charges for Goods or Services that the City cancels during the term of this Agreement.

## 9. REMEDIES

- 9.1 In the event of termination under subsection 7.3, **Early Termination of Agreement**, hereof, by the City due to a breach by the Contractor, then the City may purchase Goods and Services outstanding from another contractor. In the event the cost exceeds Contractor's price for the same Goods and Services, then the Contractor shall pay to the City the amount of reasonable excess.
- 9.2 The remedies provided to the City under section 7, **Early Termination of Agreement** and section 9, **Remedies** for a breach by the Contractor shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.
- 9.3 In the event of breach of this Agreement by the City, then the Contractor's remedy shall be termination of the Agreement and receipt of payment as provided in section 7.3, **Early Termination of Agreement** and section 8.2, **Payment on Early Termination** hereof.
- 9.4 Except as expressly contained in this Agreement, the remedies for a breach of this Agreement shall not be exclusive, or construed as a limitation on any other equitable and legal remedies that are available, including without limitation rights or remedies that are or may become available under ORS 72.7010 to 72.7250.

## 10. CHARGES AND BILLING

- 10.1 The City shall pay the charges for goods and services rendered in accordance with the provisions of this Agreement. The City shall pay all usual and customary surcharges and all appropriate government imposed fees and charges that relate to the Goods and Services, as permitted and required by law.

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- 10.2 Standard payment terms for Contract Users are **net 30** days from product delivery or invoice receipt, whichever is later. No payments will be made for products that do not meet agreed upon pricing, quality, or other requirements to be specified in the contract.
- 10.2 BILLING ADDRESS. Invoices for goods and services shall be addressed to the City's Bureau or other agency at such address as the City shall provide to Contractor.
- 10.3 BILLING MEDIA. Invoices for goods and services shall be made by paper invoice. Contractor is at all times solely responsible for billing accuracy and timeliness. The City may consider electronic billing methods but reserves the right in its sole discretion to determine acceptable billing format and media.
- 10.4 BILLING DETAIL. Invoices submitted for payment shall identify the goods and services, the unit price, quantity, extended price, Order number, and invoice total. Additional billing details may be agreed to between the parties.
- 10.5 TIMELINESS OF BILLING. Invoicing for goods and services shall at all times be in arrears unless otherwise specified in the Agreement. Invoices for payment shall be provided to the City within ninety (90) days of successful delivery of the billed goods and services. No interest charges or late payment charges shall accrue for disputed charges.
- 10.6 BILLING ADJUSTMENTS. Revised invoices or billing adjustments shall apply only to Goods and Services that can be verified by the City. Requests for such adjustments shall be submitted in writing to the City within six (6) months of acceptance of the goods and services, shall reference the original invoice in which the error was made, and contain the level of detail defined in Section 10.4 (Billing Detail) above. Billing Adjustments shall not be submitted to the City in any form other than a paper document.
- 10.7 BILLING DISPUTES. Failure by the City to pay any portion of or the entire invoiced amount based on Contractor billing errors, Goods and Services that fail to comply with this Agreement, or disputed charges shall not constitute default under this Agreement. The City shall pay undisputed portions of disputed or incorrect invoices where the City can easily identify the undisputed portion. Payment of an amount less than the total amount due on all unpaid invoices shall be credited as directed by the City. In no event shall the Contractor apply any payment or portion thereof to any particular amount or item, which is subject to any claim of error or dispute between the parties, without prior written City approval.
- 10.8 RETURNS. Materials delivered to the Authorized Purchaser that are received in damaged or otherwise unacceptable condition may, at the discretion of the Authorized Purchaser, be returned to the Contractor at the Contractor's expense within 30 days of receipt. Credit for returned Goods will be made immediately once the Contractor receives returned Goods.
- 10.9 City may pay by check, electronic funds transfer, or with the City's authorized procurement (charge) card. With respect to Contracts with Purchasing Agencies,

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Contractor(s) will accept the City's card for single purchases under the per transaction limit for the respective Agencies.

## **11. NON-APPROPRIATIONS**

- 11.1 The City intends to continue this Agreement for its entire term and to satisfy its obligations hereunder. For each succeeding fiscal period: a) The City agrees to include in its budget request appropriations sufficient to cover its obligations under this Agreement; b) The City agrees to use all reasonable and lawful means to secure these appropriations; c) The City agrees it shall not use non-appropriations as a means of terminating this Agreement in order to acquire functionally equivalent products or services from a third party. The City reasonably believes that sufficient funds to discharge its obligations can and shall lawfully be appropriated and made available for this purpose.
- 11.2 In the event that insufficient funds are appropriated to continue payments under this Agreement and the City has no other funding source lawfully available to it for such purpose, the City may terminate this Agreement by giving the Contractor not less than thirty (30) days prior written notice; such notice by the City shall be conclusive. Upon termination and to the extent of lawfully available funds, the City shall remit all amounts due and all costs reasonably incurred by the Contractor through the date of termination.

## **12. COMPLIANCE WITH APPLICABLE LAW**

- 12.1 In connection with its activities under this Agreement, Contractor shall comply with all applicable federal, state and local laws and regulations.
- 12.2 All statutory, charter and ordinance provisions applicable to public contracts in the City of Portland and the State of Oregon shall be followed with respect to this contract as evidenced by but not limited to the provisions of Appendix A.

## **13. INDEMNITY**

Contractor shall hold harmless, defend, and indemnify the City of Portland, its officers, agents, and employees, from all claims, demands, suits, or actions of whatsoever nature, including all attorney's fees and costs, resulting from or arising out of the activities of Contractor, including intentional acts, or of its subcontractors, agents or employees under this Agreement.

## 14. GOVERNING LAW

The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this Agreement shall be brought in the appropriate court in Multnomah County, Oregon.

## 15. INSURANCE

### 15.1 Proof of Coverage

Work shall not commence until all insurance requirements have been met and certificates thereof have been filed with the Purchasing Agent or the Auditor.

### 15.2 Public Liability and Property Damage

- a) The Contractor shall secure and maintain Commercial General Liability Insurance that protects the Contractor and the City and its officers, agents and employees from any and all claims, demands, actions and suits for bodily injury, property damage, products and completed operations, contractual liability, personal injury, fire legal liability, owned and non-owned auto liability, employee-related claims, broad form property damage and any vicarious liability, arising from the Contractor's work under this Agreement, including operations of subcontractors. The insurance shall provide coverage by a single limit policy of not less than \$500,000. The limits of the insurance shall be subject to statutory changes as to maximum limits of liability imposed on municipalities of the State of Oregon during the term of this Agreement. The insurance shall name as additional insureds the City and its officers, agents and employees. Except with respect to the limits of insurance, the insurance shall apply as if each named insured were the only named insured on the policy. Contractor's insurance shall be primary insurance and not excess insurance. In the event other insurance exists, Contractor's insurance shall be solely liable and contribution by equal shares or other methods of insurance sharing shall not apply. The coverage shall apply as to claims between insureds on the policy. The insurance shall provide that the insurance shall not terminate or be canceled without thirty (30) days written notice first being given to the City Auditor. If the insurance is canceled or terminated prior to completion of this Agreement, the Contractor shall provide a new policy with the same terms. The Contractor agrees to maintain continuous, uninterrupted coverage for the duration of this Agreement.
- b) The Contractor shall maintain on file with the City Auditor a certificate of insurance certifying the coverage required. The adequacy of the insurance shall be subject to the approval of the City Attorney. Failure to maintain liability insurance shall be cause for immediate termination of this Agreement by the City.

### 15.3 Workers' Compensation Insurance

Prior to the performance of any work under a contract awarded by the City, the Contractor shall comply with the workers' compensation law, ORS Chapter 656, as it may be amended, and if workers' compensation insurance is required by ORS Chapter 656, the Contractor shall maintain coverage for all subject workers as defined by ORS Chapter 656 and shall maintain a current, valid certificate of workers' compensation insurance on file with the City Auditor for the entire period during which work is performed under the contract.

**16. ASSIGNMENT OF ANTI TRUST RIGHTS**

- 16.1 By entering into a contract, the Contractor, for consideration paid to the Contractor under the contract, does irrevocably assign to the City of Portland any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future, including, at the City's option, the right to control any such litigation on such claim for relief or cause of action, by reason of violation of 15 USC Sections 1-15, ORS 646.725, ORS 646.730, in connection with any goods and services provided to the Contractor by any person, which goods and services are used, in whole or in part, for the purpose of carrying out the Contractor's obligation under this contract.
- 16.2 In the event the Contractor hires subcontractors to perform any of the Contractor's duties under the contract, the Contractor shall require the subcontractor to irrevocably assign to the City of Portland, as a third party beneficiary any right, title or interest that has accrued or may accrue to the subcontractor by reasons of any violation of 15 USC Sections 1-15, ORS 646.725, or ORS 646.730, including, at the City's option, the rights to control of any litigation arising thereunder, in connection with any goods and services provided to the subcontractor by any person, in whole or in part, for the purpose of carrying out the subcontractor's obligations as agreed to by the Contractor in pursuance of the completion of the contract.
- 16.3 In connection with this assignment, it is an express obligation of the Contractor that it will take no action, which will in any way diminish the value of the rights conveyed or assigned hereunder to the City of Portland. It is an express obligation of the Contractor to advise the City Auditor or the Office of the City Attorney of Portland, Oregon:
- a) In advance, of its intention to commence any action on its own behalf regarding such claims for relief or causes of action;
  - b) Immediately, upon becoming aware of the fact that an action has been commenced on its own behalf by some other person or persons, of the pendency of such action; and
  - c) The date on which it notified the obligor(s) of any such claims for relief or causes of action of the fact of its assignment to the City of Portland.
- 16.4 Furthermore, it is understood or agreed that in the event that any payment under such claim is made to the Contractor, it shall promptly pay over to the City of Portland its proportionate share thereof, if any, assigned to the state hereunder.

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**17. SUSPENSION OF THE WORK**

- 17.1 The City may at any time give notice in writing, by electronic mail, or by facsimile to the Contractor to suspend this contract. The notice of suspension shall specify the date of suspension and the estimated duration of the suspension. In no event shall the Contractor be entitled to any lost or prospective profits or any incidental or consequential damages because of suspension.
- 17.2 The causes for suspension of work include, but are not be limited to, any of the following Contractor actions: failure to meet City standards, undue disruption of City staff, or any other non-compliance with the Contract.

**18. INDEPENDENT CONTRACTOR STATUS**

- 18.1 Contractor is engaged as an independent contractor and shall be responsible for any federal, state, and local taxes and fees applicable to payments hereunder.
- 18.2 Contractor, its subcontractors, and their employees are not employees of the City and are not eligible for any benefits through the City including, without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

**19. ASSIGNMENT AND SUBCONTRACTING**

- 19.1 This Agreement or any interest therein shall not be assigned or subcontracted to any other party/parties without the prior written consent of the other party. In the event of transfer without prior written consent, the other party may refuse to carry out this Agreement with either the transferor or the transferee and yet retain and reserve all rights of action for any breach of contract committed by other party.
- 19.2 The Contractor shall not subcontract its Work under this Agreement, in whole or in part, without the prior written approval of the City. The Contractor shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the Contractor as specified in this Agreement. Notwithstanding City approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Contractor hereunder. The Contractor agrees that if subcontractors are employed in the performance of this Agreement, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

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**20. PAYMENT TO SUBCONTRACTORS**

Contractor shall pay timely all vendors, subcontractors, and consultants providing Goods or Services and carrying out its obligations under this Agreement. Contractor shall not take or fail to take any action in a manner that causes any goods and services that Contractor provides hereunder to be subject to any claim or lien of any person without the City's prior written consent.

**21. COORDINATION WITH OTHER CONTRACTORS AND OTHER SERVICES**

The Contractor shall cooperate fully with other Contractors and City employees for the duration of this contract. Contractor's failure to cooperate with the City and other Contractors may be grounds for termination as provided by Section 7.3, **Early Termination of Agreement**.

**22. NEWS RELEASES AND PUBLIC ANNOUNCEMENTS**

Contractor shall not issue any news release or public announcement pertaining to this Agreement without prior written approval of the City, which may be withheld in the City's sole discretion. A minimum of three (3) business days notice is required for a response to a request for such approval. If approval is not issued within the three business day period, the request shall be deemed denied.

**23. PROPRIETARY AND CONFIDENTIAL INFORMATION**

**The Oregon Public Records Law, ORS 192.410 et. seq. strictly governs the City's treatment of requests for public records pertinent to this Agreement.**

**24. ACCESS TO RECORDS**

The Contractor shall maintain professional accounting standards and on a current basis, and the City and its duly authorized representatives shall have access to, the books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three (3) years after final payment. Copies of applicable records shall be made available upon request.

**25. AUDITS**

25.1 The City, either directly or through a designated representative, may conduct financial



and performance audits of the billings and services specified in this Agreement at any time in the course of the Agreement and during the three (3) year period established by Section 24, **Access to Records**. Audits shall be conducted in accordance with generally accepted auditing standards.

- 25.2 If an audit discloses that payments to the Contractor were in excess of the amount to which the Contractor was entitled, then the Contractor shall repay the amount of the excess to the City. Under no circumstances will the payment of previous invoices constitute an acceptance of the charges associated with those invoices.
- 25.3 If any audit shows performance of services is not efficient in accordance with Government Auditing Standards, or that the program is not effective in accordance with Government Auditing Standards, the City may pursue remedies as provided under section 7.3, **Early Termination of Agreement** and section 9, **Remedies**.

## 26. BUSINESS LICENSE

Contractor shall obtain a City of Portland business license or exemption as required by Portland City Code Section 7.02.030 prior to providing goods and services under this Agreement. Contractor shall provide its business license number in the space provided at the end of this Agreement.

## 27. NONDISCRIMINATION

Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans With Disabilities Act of 1990 (Pub I. No. 101-336) including Title II of that Act, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

## 28. SUCCESSORS IN INTEREST

The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns.

## 29. SEVERABILITY

In the event that a court, government agency, or regulatory agency with proper jurisdiction determines that this Agreement, or any provision of this Agreement, is unlawful, this Agreement, or that provision of the Agreement to the extent it is unlawful, shall terminate. If a provision of this Agreement is terminated but the parties can legally, commercially, and practicably continue without the terminated provision, the remainder

of this Agreement shall continue in effect.

### **30. AMENDMENTS**

- 30.1 The City's project manager is authorized to execute Amendments to this contract that concern increased prices for goods and services, as outlined in Section 4.4 and 4.6 above without further approval, provided such amendments are in writing.
- 30.2 Any other amendments shall be in writing, signed by both parties, and approved by the City Attorney's office. Contractor understands that City employees have no actual or apparent authority to enter into amendments, except as may be specifically granted by the City Council to the Bureau Manager, or to waive the approval of the City Attorney's office.

### **31. PROHIBITED INTEREST**

- 31.1 No City officer or employee during his or her tenure or for one (1) year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- 31.2 No City officer or employee who participated in the award of this Agreement shall be employed by the Contractor during the period of the Agreement unless specifically authorized in advance by City Council.

### **32. TIME IS OF THE ESSENCE**

Time shall be of the essence in this Agreement. Contractor shall make every reasonable effort to meet established delivery dates and other deadlines. Circumstances that may delay the delivery of goods and services from established delivery dates and other deadlines, including Excusable Delays and Force Majeure events, shall be reported to the City immediately upon discovery. The City and Contractor shall mutually agree upon any schedule or pricing change due to Excusable Delays or Force Majeure events in writing. In the event Contractor does not meet the established delivery dates or other deadlines and Contractor has failed to cure such breach within fifteen (15) days of written notice by the City, the City may cancel the Order and obtain the undelivered goods and/or non-performed service from another source, and no recurring charges, one-time charges, or termination charges or other penalties shall be due the Contractor. In addition, the City will be entitled to reasonable compensation as stated under 9.1, Remedies.

### **33. FORCE MAJEURE**

Neither City nor Contractor shall be held responsible for performance if its performance is prevented by unforeseeable acts or events beyond the party's reasonable control

including, but not limited to: acts of God; fire, flood, earthquakes or other catastrophes; strikes or other labor unrest; power failures, electrical power surges or current fluctuations; nuclear or other civil or military emergencies; or acts of legislative, judicial, executive, or administrative authorities; or any other circumstances which are not within its reasonable control.

**34. APPLICATION OF UNIFORM COMMERCIAL CODE**

The provisions of this Agreement are not to be construed as exclusive remedies or as a limitation upon rights or remedies that may be or may become available under ORS Chapters 71-83 (Uniform Commercial Code).

**35. SURVIVAL OF OBLIGATION**

The respective obligations of the City and Contractor under these terms and conditions, which by their nature would continue beyond the termination, cancellation, or expiration hereof, shall survive termination, cancellation, or expiration hereof.

**36. CERTIFICATIONS BY CONTRACTOR**

Contractor hereby certifies, under penalty of perjury, that it is not in violation of any Oregon tax laws; hereby certifies that it is certified as an Equal Employment Opportunity Affirmative Action Employer as prescribed by Chapter 3.100 of Code of the City of Portland; and hereby certifies it is an independent contractor as defined in ORS 670.600.

**37. NOTICE**

Except as otherwise stated in this Agreement, any notice or demand to be given under this Agreement shall be delivered in person or deposited in United States Certified Mail, Return Receipt Requested. Any notices or other communications shall be addressed as follows:

**PROPOSER:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

**CITY:**  
City of Portland  
**Bureau of Purchases**  
**1120 SW 5<sup>th</sup>, Room 450**

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**Portland, Oregon 97266**

If either party changes its address or if a party's representative changes, the other party shall be advised of such a change in writing, in accordance with this section.

**38. ENTIRE AGREEMENT**

This Agreement and its Attachments represent the entire Agreement between the parties. This Agreement is a final, complete exclusive statement of the terms thereof, and supersedes and terminates any prior Agreement, understanding, or representation between the parties with respect thereto, whether written or oral.

**39. NON-WAIVER**

No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purposes given. The failure of the either party to enforce any provision of this Agreement shall not constitute a waiver of that or any other provision.

PROPOSER, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE OR SHE HAS READ THIS CONTRACT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, Proposer and City execute and authorize this Agreement as of the last date shown below:

**CITY OF PORTLAND:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name Typed or Printed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Approved as to form:**

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

**PROPOSER:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name Typed or Printed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## APPENDIX A

Contractor shall observe all applicable state and local laws pertaining to public contracts. ORS Chapter 279 requires every public contract to contain certain provisions. Pursuant to ORS Chapter 279, the following provisions shall be a part of this contract, as applicable.

- Pursuant to ORS 279.312, the Contractor shall make payments promptly, as due, to all persons supplying to such Contractor labor or material for the prosecution of the work provided for in such contract. The Contractor shall pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the contract. The Contractor shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. The Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- Pursuant to ORS 279.313, in every public contract for demolition the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective. In every public contract for lawn and landscape maintenance the Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.
- Pursuant to ORS 279.314, if the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the proper officer or officers representing the state, county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of such contract. The payment of a claim in the manner authorized by ORS 279.314 shall not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.
- Pursuant to ORS 279.316, no person shall be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279.051, the employee shall be paid at least time and a half pay for all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or for all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and for all work performed on Saturday and on any legal holiday specified in ORS 279.334. The Contractor shall give notice to employees who work on a public contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. In the case of contracts for personal services as defined in ORS 279.051, an employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime. Persons employed under contracts for services shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279.334(1)(a)(C)(ii) to (vii) and for all time worked in excess of 10 hours a day or in

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excess of 40 hours in a week, whichever is greater. The Contractor shall give notice to employees who work on a contract for services in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

- Pursuant to ORS 279.320(1), in every public contract, the Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. In every public contract, all employers working under the contract are subject employers that shall comply with ORS 656.017.
- Pursuant to ORS 279.320(2), as amended effective 5/25/01, “Every public contract also shall contain a clause or condition that all subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
- Pursuant to ORS 279.352(2), a fee is required to be paid to the Commissioner of the Bureau of Labor and Industries as provided in ORS 279.375(1). The fee shall be paid to the Commissioner pursuant to the administrative rule of the Commissioner.
- Pursuant to ORS 279, and in accordance with 1999 House Bill 2574, Contractor shall demonstrate that an employee drug testing program is in place.

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## ATTACHMENT 2-CITY OF PORTLAND CONFIDENTIALITY AGREEMENT

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The undersigned firm and representatives hereby agree as follows:

1. For the purposes of this Request for Proposal (RFP) to evaluate and procure **Maintenance, Repair, Operations and Electrical Supplies** “Confidential Information” means information exempt from disclosure under ORS 192.501.
2. Confidential Information shall not be disclosed to any person within Proposer’s organization who will not be involved in providing services to the City under the contract.
3. Confidential Information shall not be disclosed to any person outside Proposer’s organization unless (a) **the City Bureau of Purchases** gives written authorization for such disclosure, and (b) the person who is to receive such information enters into a confidentiality agreement with the City.
4. Information provided to the Proposer(s) shall not be used for any purpose other than delivery of goods and/or performance of services under Proposer’s contract with the City without the written authorization of **Bureau of Purchases**.
5. All information provided to the Proposer during the RFP process shall remain the property of the City of Portland and shall be returned to the City upon request.
6. This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon.

By: \_\_\_\_\_

Date: \_\_\_\_\_



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## ATTACHMENT 3– PROPOSER’S INFORMATION

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Proposer’s Name: \_\_\_\_\_

By: (Original Signature): \_\_\_\_\_

Contact Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_ FAX: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Federal Tax #: \_\_\_\_\_

SIC or Type of Business:  
\_\_\_\_\_

Proposer is a: Corporation \_\_\_ Partnership \_\_\_ Proprietorship \_\_\_ Joint Venture \_\_\_

If Incorporated, Registered in the State of: \_\_\_\_\_

If a Partnership, list Partners:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If a Proprietorship, Name of Principal:  
\_\_\_\_\_

If a Joint Venture, Names of Participants:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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## ATTACHMENT 4 – NON-COLLUSION AFFIDAVIT

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STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

RFP No. 103764

I, **(Type/Print Name)** \_\_\_\_\_, state that I am **(Position Title)** \_\_\_\_\_ of **(Name of Firm)** \_\_\_\_\_

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Proposal.

I state that:

1. The price(s) and the amount of this Proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, proposer, or potential proposer, except as disclosed on the attached appendix.
2. Neither the price(s) nor the amount of this Proposal, and neither the approximate price(s) nor approximate amount this Proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and the price(s) not approximate amount will not be disclosed before Proposal award.
3. No attempt has been made or will be made to induce any firm or person to refrain from proposing on this contract, or to submit a Proposal higher than this Proposal, or to submit any intentionally high or noncompetitive Proposal or other form of complementary Proposal.
4. The Proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Proposal.
5. **(Name of Firm)** \_\_\_\_\_, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing on any public contract, except as described in the attached appendix.

I state that **(Name of Firm)** \_\_\_\_\_ understands and acknowledges that the above representations are material and important, and will be relied on by **THE CITY OF PORTLAND, OREGON** in awarding the contract(s) for which this Proposal is submitted. My firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from **THE CITY OF PORTLAND, OREGON** of the true facts relating to the submission of Proposals for this contract.

\_\_\_\_\_  
**(Signature)**

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
**NOTARY PUBLIC**

## ATTACHMENT 5 – SAMPLING OF CITY LOCATIONS

The following is a list of potential City locations that may be serviced by this contract. Locations may be added or removed, as the City’s needs change.

Location Name	Address
PacWest Center	1211 SW 5th Ave
Portland Building	1120 SW 5th
Fifth Ave Bldg	1001 SW 5th Ave
Materials Testing Lab	1405 N River Rd
Justice Center	111 SW 3RD
O'Bryant Square Parking Garage	808 SW Stark
North Precinct	7214 N Philadelphia
Neighborhood Office	600 NE Grand
City Hall	1220 SW 5th
Housing & Community Development	421 SW 6th
Northeast Precinct	5408 NE MLK Jr. Blvd
Union Station	800 NW 6th ave
Water Pollution Control Lab	6543 N Burlington
Traffic Division	1305 SE MLK
Records Center	9360 N Columbia Blvd
Property Warehouse	1132 SW 17 <sup>TH</sup>
Vehicle Storage Lot	7027 NW St Helens Road
Interstate Garage	1900 N. Interstate
Development Bldg	1900 SW 4 <sup>th</sup>
Mid County Sewer	16022 SE Stark
Columbia Blvd Wastewater Treatment Plant	5001 N Columbia
Kerby Building	2929 N Kerby
1900 N Interstate Bldg	1900 N Interstate
Southeast Precinct	4735 SE Burnside
Stanton Yard	2835 N. Kerby
Bull Run Headwork	4506 SE 64 <sup>th</sup>
Neighborhood Office	638 N Killingsworth
NE Neighborhood Mediation Office	4815 NE 7th/King Facility
Sandy River Station	10991 SE Luster Rd
East Precinct	735 SE 106 <sup>th</sup>
Tryon Creek Wastewater Treatment Plant	195 Foothills Rd Lake Oswego
Kelly Butte	2950 SE 103rd Drive
Powell Garage	1131 SE Powell
Property Warehouse	920 NE 21 <sup>st</sup>
Neighborhood Office	Clark Center-327 SE Hawthorne

## TITLE: Maintenance, Repair, Operational and Electrical Supplies

Location Name	Address
Neighborhood Office	2330 NW Irving NW Office
Neighborhood Office	110 NW Third Old Town
Fourth & Yamhill Parking Garage	818 SW 4TH
First and Jefferson Parking Garage	123 SW Jefferson
Third & Alder Parking Garage	620 S.W. 4th
Tenth & Yamhill Parking Garage	730 SW 10th
Front and Davis Parking Garage	33 NW Davis
Heliport	Top of Front & Davis Prkg Garage at 33 NW Davis
Equestrian Division	1036 NW 9TH
Neighborhood Office	4720 SE Hawthorne
Neighborhood Office	315 N Sumner #5
Neighborhood Office	6850 NE Killingsworth
Neighborhood Office	409 SW 9th O'Bryant
Neighborhood Office	33 SE Grand
Neighborhood Office	Between the Rivers (Kenton)
Neighborhood Office	Eastport Plaza
Guilds Lake properties commercial space	2619 NW Industrial Wy
Albina Yard	2830 N Albina
Graham Building	845 N Graham
Interstate Firehouse Cultl Cntr	5340 N Interstate
Warehouse/Leased	651 N Russell
Office/Leased	2535 N Ross
Chinese Classical Garden	239 NW Everett St
Mainlander Investments	NE 3rd & Davis-Parking Lot
Office/Warehouse	1610 NW Couch
Houseing & Community Development	6927 SE Foster
Portland Street Car	1516 NW Northrup
Portland Communications Center	3732 SE 99th
Council Crest	3405 SW Council Crest Drive
Mounted Patrol	1362 NW Naito Parkway