

Date: April 1, 2014



City of Portland, Oregon

RFP No. 116619

REQUEST FOR PROPOSALS

For

LED STREETLIGHT INSTALLATION AND MAINTENANCE

PROPOSAL DUE DATE: April 29, 2014 by 2:00 p.m.

Submit one (1) complete original, one (1) unbound Redacted for Public Disclosure Copy (if necessary), and 5 (five) complete hardcopies of the Proposal to:

Jim Van Nest
Procurement Services
1120 SW Fifth Avenue, Room 750
Portland, Oregon 97204

Refer questions to:

Jim Van Nest
Strategic Sourcing Program Coordinator
Procurement Services
Phone: (503) 823-5680
Fax: (503) 279-2675 Email: james.vannest@portlandoregon.gov

A Pre-Proposal Meeting : Will be held on Wednesday, April 9, 2014, at 1:00 p.m. (Pacific Time) at the Portland Building, 1120 SW Fifth Avenue, Portland, Oregon 97204, Room 750. Samples of the LED luminaires which will be installed will be available for inspection at the pre-proposal meeting. The pre-proposal meeting is not mandatory. Please submit all questions to Jim Van Nest.

PROPOSAL NO. 116619

PROPOSAL TERMS AND CONDITIONS

CERTIFICATION AS AN EEO AFFIRMATIVE ACTION EMPLOYER - All respondents must be certified as Equal Employment Opportunity 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 Procurement Services, City of Portland, prior to Price Agreement execution.

SUSTAINABLE PROCUREMENT: The City has a history of striving to be more sustainable in its operations and planning. Starting with the City's Sustainable City Principles (1994) the City has established a variety of policies to guide its work on sustainability, including: the Sustainable Procurement Policy, Green Building Policy, Local Action Plan on Global Warming, and the Stormwater Management Manual (to view these and related City policies, go to the Portland Policy Documents Website:

<http://www.portlandonline.com/auditor/index.cfm?c=26818>).

As applicable to City procurement, these policies guide the City to buy products and services that reduce the City's negative environmental and social impacts. While specific goals vary, the City's sustainability objectives tend to focus on: reducing energy use; reducing air, water, and land pollution; building and maintaining high-performance green buildings; reducing the use of materials toxic to the environment and human health; utilizing resources efficiently, including the use of renewable, reusable and recycled materials; utilizing minority-owned, small, and/or local businesses; preserving or enhancing biodiversity; and maintaining fiscal health in the short and long term. As such, the City seeks to do business with firms that will actively contribute to the City's sustainability objectives.

CITY OF PORTLAND BUSINESS LICENSE TAX account #: Prior to execution of a Price Agreement, Contractor shall provide City of Portland business license tax account number, or shall provide proof of exemption from said registration requirements, as issued by the City of Portland Bureau of Revenue. Failure to do so within twenty (20) days after Proposer receives tender of the Price Agreement may result in withdrawal of the Price Agreement award. Details of compliance requirements are available from the Revenue Bureau License and Tax Division, 111 SW Columbia Street, Suite 600, Portland, Oregon 97201, (503) 823-5157, website: <http://www.portlandonline.com/omf/index.cfm?c=29320>

ADDENDA - If, in the opinion of the Chief Procurement Officer, additional information or interpretation is needed by the proposers, an addendum will be issued. Any addenda issued by the Chief Procurement Officer, that may include changes, corrections, additions, interpretations, clarifications, or information, and issued seventy-two (72) hours or more before the scheduled closing time for filing bids, Saturday, Sunday, and legal holidays not included, shall be binding upon the proposer. City shall supply copies of such addenda to all respondents who have obtained copies and are on the plan holder list of the RFP documents for the purpose of responding thereon, but failure of the respondent to receive or obtain such addenda shall not excuse the respondent from compliance therewith if awarded the Price Agreement.

COST OF RESPONDING This Request for Proposal does not commit the City to pay any costs incurred by any respondent in the submission of a response, or in making necessary studies or designs for the preparation thereof, or for procuring or contracting for the items to be furnished under the RFP.

LATE SUBMITTALS Responses received after the scheduled closing time for filing will be returned to the respondent unopened. Due to heightened security measures in the Portland Building, respondents should allow extra time when delivering bids to the Procurement Services. It is the responsibility of the proposer to ensure their proposal is submitted in the proper form and in accordance with the time, date, and location specified in the RFP.

CANCELLATION The City of Portland reserves the right to modify, revise, or cancel this RFP. Receipt and evaluation of proposals or the completion of interviews does not obligate the City to award a Price Agreement.

REJECTION OF QUALIFICATIONS AND BIDS The City reserves the right to reject any or all responses to the Request for Proposal if found in the City's best interest to do so.

GOVERNING LAW - The provisions of any Price Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon without reference to its conflict of law provisions. Any action or suits involving any question arising under this Price Agreement must be brought in the appropriate court in Multnomah County Oregon. All statutory, charter and ordinance

provisions that are applicable to public contracts in the City of Portland and the State of Oregon shall be followed with respect to this Price Agreement. In connection with its activities under this Price Agreement, Contractor shall comply with all applicable federal, state and local laws and regulations including the City's Equal Benefits Ordinance and its administrative rules, all of which are incorporated by this reference. These requirements may be found on the City of Portland's Procurement Services website:
<http://www.portlandonline.com/omf/index.cfm?c=27353&>.

Failure to comply with the Ordinance permits the City to impose sanctions or require remedial actions as stated in Section 13.1 of the rules. 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 Price Agreement. The following additional conditions apply to this solicitation and any resultant purchase order or Price Agreement: Appendix A as attached hereto.

AMERICANS WITH DISABILITIES ACT COMPLIANCE - Respondents agree that if awarded a Price Agreement, the successful Contractor will comply with all applicable provisions of the Americans with Disabilities Act of 1990, 42 USC Section 12101 et seq. If any respondent requires special assistance or auxiliary aids during the proposal, evaluation or award process, please notify the Procurement Services, (503) 823-6855, or TDD (503) 823-6868, at least two (2) business days prior to the required assistance.

SPECIAL CONDITIONS - Where special conditions are written in the Request for Proposal, these special conditions shall take precedence over any conditions listed under these Proposal Terms and Conditions.

PUBLIC RECORDS: Any information provided to the City pursuant to this RFP shall be public record and subject to public disclosure pursuant to Oregon public records laws ORS 192.410 to 192.505 and 5.33.470.

The general requirement for public disclosure is subject to a number of exemptions. When preparing a proposal submission, a proposer must plainly mark each page containing information deemed by the proposer to remain exempt from public disclosure after proposals have been evaluated (e.g., pages containing trade secret, economic development information, etc.). A summary of the redactions shall be placed with the redacted version of the proposal response.

The fact that a proposer marks and segregates certain information as exempt from disclosure does not mean that the information is necessarily exempt. Any portion of a proposal that the proposer claims as exempt from disclosure must meet the requirements of ORS 192.501(2) and ORS 192.502(4). The City will make an independent determination regarding exemptions applicable to information that has been properly marked and redacted. Information that has not been properly marked and redacted may be disclosed in response to a public records request. When exempt information is mixed with nonexempt information, the nonexempt information must be disclosed.

Unless expressly provided otherwise in this RFP or in a separate communication, the City does not agree to withhold from public disclosure any information submitted in confidence by a proposer unless the information is otherwise exempt under Oregon law.

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 proposer's records.

ORAL INSTRUCTIONS - Oral instructions or information concerning the RFP documents or the project given out by officers, employees, or agents of the City to prospective proposers shall not bind the City. Any changes or revisions to the specifications shall be binding only if issued in writing by the City by addendum. The City reserves the right to officially amend or cancel an RFP after issuance.

TAXES - Taxes, whether State or Federal, shall not be included in the offered prices. A tax exemption certificate will be provided by the City upon request.

PART I PROPOSAL REQUIREMENTS

SECTION A GENERAL INFORMATION

1. INTRODUCTION

City of Portland (City), Portland Bureau of Transportation (PBOT) is a community partner shaping a livable community. Streetlights provide safer streets and aid navigation during the dark hours of the day. The City owns approximately 55,000 streetlights of which 11,000 are currently maintained by the City and 44,000 are currently maintained by PGE.

PBOT is seeking Proposals for the effort required to replace existing HPS streetlights which are currently maintained by PGE with LED streetlights. The effort primarily includes removing the existing HPS luminaires and installing LED luminaires on City and Utility (PGE, PP&L, Centurylink, and/or Comcast) owned poles. The streetlights maintained by PGE are subject to National Electric Safety Code standards, as well as Oregon Public Utility Commission administrative regulations and PGE tariffs (the "NESC streetlights"). During the effective term of the Price Agreement, the Contractor will also perform maintenance work on streetlights. The City will supply LED luminaires and materials as identified in this RFP. The City will also provide a hand held device (Trimble), which the Contractor will use in the field to verify and update the City's street lighting database.

2. SCOPE OF WORK

The Contractor shall provide labor, equipment, materials and any incidental work necessary to completely replace existing HPS luminaires with LED luminaires on approximately 44,000 NESC streetlights. The Contractor shall comply with applicable environmental laws and regulations regarding handling of hazardous substances, and shall take appropriate measures to ensure the safe handling of such substances as Contractor may encounter in the performance of the Price Agreement. This work will be performed on City-owned poles, which are currently maintained by PGE, and poles owned by Utility Companies (PGE, PP&L, CenturyLink, and or Comcast) located on residential, collector, and arterial streets and City Parks. Incidental related work shall include traffic control, safety check, installation of photoelectric cells, verification of supply voltage, verification and updates to a streetlight database, and recycling services (luminaires, lamps, photocontrols and miscellaneous materials). In addition, the Contractor will be called upon for other work, such as (but not limited to): removal and/or installation of luminaire arm; installation of a disconnect or in-line fuse, replacement or installation of span wires between poles, adjustments to line wire, replacement of luminaires, and repair of outages.

3. REQUEST FOR PROPOSALS INVITATION

This document constitutes an invitation for sealed competitive proposals under Portland City Code Chapter 5.33. This Request for Proposals (RFP) will result in the award of one Price Agreement for the purchase of services in accordance with the Scope of Work.

The successful respondent will be expected to enter into a Services Price Agreement with the City (reference Exhibit A).

Proposers shall submit their proposal addressing the criteria stated in this RFP. The City will conduct an evaluation of the proposals for all the criteria listed. Those proposers who are determined to be in the competitive range will be invited to submit their price to perform the Price Agreement work. Award will be made to the proposer in the competitive range who has the lowest price. See Part III, Section A for more details on this process.

4. EQUAL BENEFITS ORDINANCE

Prior to preparation of a proposal each proposer should complete the Equal Benefits Ordinance portion of the vendor registration at the City of Portland's ebidexchange.com website. In order to be awarded a Price Agreement the proposer must be in compliance with the City of Portland's Equal Benefits Ordinance.

SECTION B WORK REQUIREMENTS

TECHNICAL REQUIREMENTS

1. CONTRACTOR'S MINIMUM QUALIFICATIONS

The Contractor shall have certified journeyman linemen who have successfully completed the apprenticeship program of the Oregon State Apprenticeship and Training Council, and are thus capable of performing as Qualified Workers as described in 29 CFR 1910.269. The Contractor shall be a licensed electrical contractor in the state of Oregon and will have experience and qualification in installing streetlights on utility poles in compliance with the applicable requirements of OSHA, OPUC Safety Rules, the NESC and/or NEC by Qualified Workers and as described in 29 CFR 1910.269.

PROPOSAL NO. 116619

Contractor shall submit documentation demonstrating its Qualified Worker training program prior to final signature on the Price Agreement. By submitting a proposal the Proposer is certifying that all electricians who would perform under the Price Agreement are Qualified Workers as described above. The Contractor must have a City business license.

2. PURCHASE AND STORAGE OF GOODS AND MATERIALS

The City shall purchase and provide to the Contractor LED luminaires for the specific road classification and/or application, photocontrols, luminaire arms, in-line fuses, disconnects, fuses as needed, daily report forms, and wiring for this work. The City will provide a central storage and staging area at the Albina Yard Stores, 3150 N. Mississippi, Portland, Oregon where LED luminaires and other materials will be delivered, stored, picked-up and prepared for installations, and also where the Contractor will deposit the removed HPS luminaires and materials into respective recycling storage bins. The Contractor shall have reasonable access to the stored goods and materials. Details about the hours of access will be finalized after the Contractor is selected. Alternatively, the Contractor may provide staging areas.

The Contractor shall complete an orderly conversion of the City's NESC streetlight conversion to LEDs. The City will coordinate and provide maps and database listings of the pole locations where the Contractor will be performing group LED replacements. The City will also provide the Contractor a hand held device(s) (Trimble) to use for the duration of the Price Agreement. The device will serve as the link to the City's Streetlighting Database and the Contractor will use the hand held device to update the streetlight data.

The Contractor shall complete project reports described herein and will meet all applicable federal, state, utility, and City rules, regulations, and requirements, including having Qualified Workers conduct LED replacement and maintenance work on NESC streetlights.

3. RESPONSIBILITIES OF THE CONTRACTOR:

The Contractor shall perform the tasks listed below, and shall work closely with designated City personnel to accomplish these goals.

Work under the Price Agreement must be performed by Qualified Workers, as described in 29 CFR 1910.269. The work shall be conducted in compliance with all applicable requirements of OSHA, OPUC regulations, utility tariffs, the NESC and/or NEC.

Group LED Installation – Work performed under this process will be done on a block by block basis in a geographically successive order using maps provided by the City. The work involves removing an existing HPS luminaire and photocell, repairing a pole and arm as necessary, installing a new LED luminaire and photocell and repeating the process until all of the identified HPS luminaires are replaced. The 44,000 group installations should be completed within two years, which means, given 260 working days per year, that the contractor should average between 75 and 100 installations per day.

The Group LED installation process will be paid according to the Price Proposal Form in the approximate quantities listed. The work involves removal and disposal of approximately 44,000 existing HPS luminaires and photocells and installation of new LED luminaires and photocontrols.

All LED luminaires will be installed according to the manufacturer's instructions by a crew including at least one journeyman lineman. After replacing the HPS luminaire with LED luminaires the Contractor will test operation of the streetlights. Work includes, but may not be limited to:

1. Coordinate and Schedule any needed power disconnections and reconnections with PGE.
2. Provide traffic control.
3. Identify the pole location and verify map and pole number, update database if needed.
 - If luminaire is already LED, make a note to report to City representative and skip to the next location.
 - If luminaire arm is missing, make a note to report to City representative and skip to the next location.
4. Prepare and bench test LED luminaire and photocontrol for installation. Scan LED luminaire bar code.
5. Perform safety check:
 - Check for primary and secondary power lines and transformer if present to determine the best approach for the luminaire and luminaire arm.
 - Check tree/vegetation. If tree vegetation is obstructing the streetlight make a note to report to City representative and skip to the next location.
 - Check supply line to the streetlight ensuring the drip loop is not touching any other wires or equipment. If touching other equipment or violating NESC rule make adjustment if necessary, note work done in daily report form.
6. Check luminaire arm for structural integrity (e.g., if bolts are loose tighten the bolts). If luminaire arm and/or wind rod is damaged or non-repairable make a note to report to City representative and skip to the next location.
7. Check line voltage to the luminaire, update database if necessary.
8. Remove existing HPS luminaire.
9. Install inline fused disconnect on street light only pole if power is fed overhead.
10. Install inline fused disconnect in street light only pole hand hole or in junction box if power is fed underground.

PROPOSAL NO. 116619

11. If pole replacement has been directed by City, remove existing pole and install junction box in old pole location. Then install pole and mast arm within five feet of junction box. City will identify pole location that does not block driveway access or conflict with ADA requirements.
12. Install LED luminaire and Photocontrol.
13. Provide and install #10 AL triplex overhead electrical lines between poles per instruction of a City representative and per City and Utility standards for installation. Follow safety check procedures outlined above.
14. Confirm successful operation of the luminaire.
15. Note wattage of removed HPS luminaire and LED replacement model. Prepare and store removed luminaire for recycling.
16. Utilize a main vehicle (bucket truck) equipped with Type D Arrow Board for mobile operation.
17. Comply with applicable environmental laws and regulations regarding handling of hazardous substances, and take appropriate measures to ensure the safe handling of such materials as may be encountered in the performance of the Price Agreement.

Spot Replacement – Spot Replacement is replacement of photocells, individual luminaires or pole mast arm and luminaire due to failure or damage not covered under Contractor's Warranty. Spot replacement may include replacement of worn mast arms, installation of fuses, new and/or relocation of street lights, line extensions, and other street light maintenance. The City will notify Contractor in writing or by email on an on-call basis for all spot replacement work. All spot replacement orders will come from the City's representative. Contractor shall complete the spot replacement within one week of notification and availability of City supplied materials. When completed, Contractor will be responsible to complete and return a daily report to the City Representative. The Contractor shall be paid the fee for the Spot Replacement item shown in the Price Proposal Form to compensate for additional mobilization including travel to/from the location and preparation for work performed outside the group installation schedule. There shall be no additional compensation if replacement of the photocell with a city supplied photocell corrects the failure. Spot Replacement tasks may include but not be limited to:

1. Spot replacement of HPS to LED streetlight – Follow the same procedures as outlined above.
2. Spot Installation of luminaire arm and LED streetlight - Follow the same procedures as outlined above except luminaire arm will be installed first, see ODOT Detail Drawing DET4300.
3. Spot Removal of luminaire arm and luminaire and the corresponding supply line per City representative's instruction. Follow same procedures above except no LED luminaire installation.
4. Spot Installation of electrical lines between poles per instruction of a City representative and per City and Utility standard installation. Follow safety check procedures outlined above.
5. Spot Installation of disconnect or in-line fuse between the supply line and the luminaire per City representative's instruction. Follow safety check procedures outlined above.
6. Spot Replacement of non-functioning light – This task may result from luminaire, Photocell, or other equipment failure. Follow procedures outlined above.

For both Group LED Installation and/or Spot Replacement, the Contractor shall note the work in the daily report. The Contractor shall update the database by use of a Trimble, a hand held asset management device, which will be provided by the City along with training, upload, and download procedures. Contractor shall abide by Trimble operations requirements and be responsible for safeguarding this asset.

Flagging – The Contractor shall provide and maintain such signs, barricades and warning lights as are necessary to warn and protect the public at all times if affected by work operations. In addition, Contractor shall also provide all necessary flag persons and guards necessary to warn and protect the public. Each flagger on duty shall wear a hard-hat and vest to conform to ODOT and/or OSHA requirements and shall be equipped with a highly visible, reflectorized "Stop/Slow" hand sign conforming to current standards for daylight use and with illuminated stand areas of high visibility for night use.

For work zones on low volume roads that require flaggers, a single flagger may be adequate if the flagger is visible to approaching traffic for all directions.

- Flaggers shall meet the following requirements:
- Completed and passed an ODOT approved work zone, traffic control course within the past three years.
- The mental and physical ability to provide timely, clear, and positive guidance.
- A neat appearance
- A courteous but firm manner

When required by the approved traffic control plan, flagging shall be paid for the actual hours flagging stations are staffed.

General Maintenance

As the LED streetlights are installed, the City will assume maintenance responsibility. The Contractor will perform general maintenance for these street lights in an orderly manner. This type of work may occur throughout the City or may be coordinated with the Group LED Installation process. General maintenance may include replacement of worn mast arms, installation of fuses, new and/or relocation of street lights, line extensions, pole removal and/or installation, and other street light maintenance. The City will notify Contractor using a City Trouble Ticket Dispatch Report on a regular basis, generally daily, of all general maintenance work. All general maintenance dispatch reports will come from the City's Representative.

When completed, Contractor will be responsible to complete and return the Trouble Ticket Dispatch Report to the City Representative. The Contractor will normally have 10 working days from time of notification to complete an outage repair. Outage repairs may be efficiently bundled together. Under special circumstances, such as access issues, an outage repair may be scheduled for a later date. Extensive repairs such as pole replacements may require longer lead times.

4. DELIVERABLES AND SCHEDULE

Deliverables shall be considered those tangible resulting work products that are to be delivered to the City such as reports, draft documents, data, interim findings, drawings, schematics, training, meeting presentations, final drawings and reports. The Contractor is encouraged to provide deliverables in accordance with the City's Sustainable Paper Use Policy. The policy can be viewed at: <http://www.portlandonline.com/omf/index.cfm?c=37732>.

The following deliverables shall be provided on a daily, weekly, bi-weekly, monthly or other basis as needed, and shall include but not be limited to:

A. Daily report submitted at the beginning of the next work day, by fax or email, detailing the number of streetlights removed, number of LED streetlights installed, number of poles skipped and reason why the poles were skipped, and any incident or situation and additional work that happened during the work day.

B. Pay request will be on a monthly basis and will detail work performed per line item as specified in the Price Agreement and any negotiated work performed during that time.

5. WARRANTY

The Contractor represents and warrants that (i) Contractor shall perform all Services set forth herein in a good and workmanlike manner, in conformance with the Specifications and requirements of the Price Agreement, and in accordance with the highest applicable professional and/or industry standards; (ii) Contractor warrants that each of Contractor's employees assigned to perform Services has the proper skill, training, and background to be able to perform Services in a competent, timely, and professional manner and that all Services shall be so performed; and (iii) Contractor shall, at all times during the term of the Price Agreement, maintain and keep current all licenses and certifications required to perform the work set forth in the Price Agreement.

Warranty work shall have a 2 -year warranty period from the date of its completion and acceptance by the City. Contractor shall make all necessary repairs and replacements to remedy any and all defects, breaks, or failures of the Work occurring within the warranty period. Such repairs and replacements shall conform to the specifications under which the Contractor originally performed the work. The City shall notify the Contractor if such problems occur within the 2 year period. Contractor shall also repair any damage or remedy any disturbance to property or improvements if caused by the Contractor's work and if the damage or disturbances occurs within the warranty period. If Contractor performs warranty work, the warranty work also shall have a 2 year warranty period from the date of its completion and acceptance by the City.

The City will provide the Contractor with written Notice of the need to perform warranty work unless it is determined that an emergency exists, that delay would cause serious additional loss or damage, or if any delay in performing the work might cause injury to any member of the public. If the Contractor, after written Notice, fails within 10 days to comply with the City's request, the City has the right to perform the warranty work either by hiring another Contractor or by using its own forces. In that event, the Contractor and its Surety shall be liable to the City for the cost of the work performed and any additional damage suffered by the City.

Contractor shall provide a bond during the 2 year warranty period to guarantee the Contractor's performance of warranty work. Contractor shall provide to the City a bond in the amount of 20% of the final Price Agreement.

Contractor represents and warrants that it is in compliance with, and for the duration of the Price Agreement shall remain in compliance with the standards and requirements of ORS 279.835 (4).

6. PERIOD OF PERFORMANCE

Estimated schedule includes a Price Agreement start date of July 1, 2014. The initial term of this Price Agreement shall begin on the Effective Date and shall expire two (2) years later unless terminated sooner as provided herein. The Parties may agree, by mutual consent, to extend the Price Agreement for an additional three (3) years, taken individually or in multiple years. At least thirty (30) days prior to the expiration of the initial term, or extension, the Parties shall commence discussions if they desire to extend the Price 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 Price Agreement. The total term of this Price Agreement shall not exceed five (5) years.

7. WORK PERFORMED BY THE CITY

PBOT staff shall make available sufficient hours of staff personnel as is required to meet with the Contractor and provide such information as required. PBOT has assigned the following personnel to this project:

- Project Manager – Tod Rosinbum
- Project Engineer – Norberto Adre

PBOT will perform the following other specific duties:

- Provide LED luminaire, PE Cells, luminaire arms, wind rods, disconnects, in-line fuses, and wires
- Provide area maps where the group replacement work will take place.
- Provide hand held devices (Trimbles) and training on how to use the devices.
- Inspections and monitoring of the project.
- Provide instruction and direction for additional work that the Contractor might perform.

A Trimble is a hand held asset management device. The City will provide the Trimble, along with training, upload, and download procedures.

8. PLACE OF PERFORMANCE

The work will be performed on City-owned poles, which are currently maintained by PGE, and poles owned by Utility Companies (PGE, PP&L, CenturyLink, and or Comcast) located on residential, collector, and arterial streets and Parks within the City of Portland limits.

9. PUBLIC SAFETY

Contractor shall comply with the following security requirements:

- Work performed on City or Utility owned poles must be in compliance with the applicable requirements of OSHA, OPUC Safety Rules, the NESC and/or NEC, and shall ensure all such work is performed by a Qualified Worker as described in 29 CFR 1910.269
- Temporary traffic control must satisfy Oregon Temporary Traffic Control Handbook for operation of three days or less. Do not close any traffic lanes on arterial streets with more than 15,000 average daily traffic (ADT), Monday through Friday, between: 6:00 am – 9:00 pm and 3:00 pm – 6:00 pm. Modified temporary traffic control will be subject to the City Engineer's approval.

Locations with limited access include the following:

- Some streets may be off limits during holidays.

10. WAGE RATES

State of Oregon, Bureau of Labor and Industries (BOLI) prevailing wage rates are required to be paid to workers in each trade or occupation that the Contractor or Subcontractor uses in performing all or part of the work on this project. The applicable prevailing wage rates for this project will be the rates in the BOLI publication titled "Prevailing Wage Rates for Public Works Contracts in Oregon" effective on January 1, 2014 including any applicable amendments dated April 1, 2014, which are hereby incorporated into this Price Agreement by this reference. Workers must be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840. You can download your copy from www.oregon.gov/boli. If you need additional copies, contact Bureau of Labor & Industries, 800 NE Oregon St. #32, Portland, OR 97232; phone 971-673-0839.

The City of Portland is required to pay a Prevailing Wage Rate (PWR) fee directly to the Oregon Bureau of Labor and Industries. The successful proposer will acknowledge that this fee has not been included in any proposed amount for this project.

The Contractor is required to post a Public Works Bond with the Oregon Contractors Construction Board (OCCB) unless exempt prior to start of work on the project.

Subcontractors awarded a Price Agreement are required to post a Public Works Bond with the Oregon Contractors Construction Board (OCCB) unless exempt prior to start of work on the project.

11. INSURANCE – PROOF OF COVERAGE: Work shall not commence until all insurance requirements have been met and certificates thereof have been filed with the Chief Procurement Officer or the Auditor. All insurance requirements shall be as indicated within the attached sample Price Agreement.

SECTION C ATTACHMENTS AND EXHIBITS

Please complete all ATTACHMENTS and submit them with your proposal.

1. **ATTACHMENT 1 – REPRESENTATIONS AND CERTIFICATIONS**
2. **ATTACHMENT 2 – NON-COLLUSION AFFIDAVIT**
3. **ATTACHMENT 3 - M/W/ESB PARTICIPATION DISCLOSURE, FORM 1**

4. **ATTACHMENT 4 – PRICE PROPOSAL FORM**
5. **EXHIBIT A - SAMPLE SERVICES PRICE AGREEMENT**

The sample Services Price Agreement, shown as Exhibit A is the City's standard Price Agreement for these services and will be used as a result of this RFP process.

PART II PROPOSAL DEVELOPMENT

SECTION A PROPOSAL PREPARATION

1. PRE-PROPOSAL MEETING

A Pre-Proposal meeting will be held on Wednesday, April 9, 2014, at 1:00 p.m. (Pacific Time) at the Portland Building, 1120 SW Fifth Avenue, Portland, Oregon 97204, Room 750. Samples of the LED luminaires that will be installed will be available at the pre-proposal meeting. The pre-proposal meeting is not mandatory.

2. INVESTIGATION

The Offeror shall make all investigations necessary to inform itself regarding the work or services to be furnished

3. QUESTIONS OR CLARIFICATIONS

It shall be the respondent's responsibility to ask questions, request changes or clarifications, or otherwise advise the City of Portland, Procurement Services if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source.

Every attempt shall be made to ensure that the proposer receives an adequate and prompt response. However, in order to maintain a fair and equitable RFP process, all respondents will be advised, via the issuance of an addendum to the RFP, of any relevant or pertinent information related to the procurement. Questions and requests for clarification regarding this Request for Proposal must be directed in writing, via email or fax, to the person listed below at least ten (10) calendar days prior to the proposal due date. Therefore, respondents are advised that any questions received less than ten (10) calendar days prior to the RFP opening date may not be answered.

Procurement Services
ATTN: Jim Van Nest
1120 SW Fifth Avenue, Room 750
Portland, Oregon 97204
James.vannest@portlandoregon.gov

Phone: (503) 823-5680
Fax: (503) 823-6865

If, in the opinion of the Chief Procurement Officer, additional information or interpretation is needed by the respondents, an addendum will be issued. Any addendum or addenda issued by the Chief Procurement Officer, that may include changes, corrections, additions, interpretations, clarifications, or information, and issued seventy-two (72) hours or more before the scheduled closing time for submitting the proposal, Saturday, Sunday, and legal holidays not included, shall be binding upon the respondent. City shall supply copies of such addenda to all respondents who have obtained copies and are on the plan holder list of the RFP documents for the purpose of responding thereon, but failure of the respondent to receive or obtain such addenda shall not excuse the respondent from compliance therewith if awarded the Price Agreement.

4. PRICE AGREEMENT REVIEW

The Services Price Agreement as attached hereto contains the terms and conditions that will govern this Price Agreement between the City of Portland and the successful proposer. The City of Portland is not inclined to negotiate any portion of this Price Agreement, however, if a proposer believes any of the terms and conditions contained in the City's Price Agreement are unnecessarily restrictive, limit competition, or would like to request that specific terms and conditions contained in the Price Agreement document be considered for negotiation, they shall submit a written request for negotiation to the City at least seven (7) working days prior to the proposal due date as indicated above.

The request shall identify the specific provision the proposer would like to negotiate, an explanation of why the proposer believes the provision should be a negotiable provision, and the suggested revised language. Requests that are not submitted in this format may not be considered. **Requests that state the entire Price Agreement be negotiated will not be considered.** If the City decides that a Price Agreement term can be changed, or is willing to consider negotiation of a term, an addendum will be issued. If no addendum is issued, the City will not consider negotiation of its standard Price Agreement terms.

THIS WILL BE THE OFFEROR'S ONLY OPPORTUNITY TO TAKE EXCEPTION TO ANY OF THE TERMS AND CONDITIONS CONTAINED WITHIN THE PRICE AGREEMENT AND TO REQUEST THE NEGOTIATION OF PROVISIONS CONTAINED IN THE PRICE AGREEMENT. ANY PROPOSAL WHICH TAKES EXCEPTION TO TERMS AND CONDITIONS OF THE SAMPLE PRICE AGREEMENT THAT HAVE NOT BE IDENTIFIED BY ADDENDUM AS SUBJECT TO NEGOTIATION OR WHICH MAKES THE PROPOSAL CONTINGENT UPON ACCEPTANCE OR NEGOTIATION OF OTHER TERMS AND CONDITIONS SHALL BE DEEMED NON-RESPONSIVE AND THE PROPOSAL SHALL BE REJECTED.

5. ORAL INSTRUCTIONS

Oral instructions or information concerning the RFP documents or the project given out by officers, employees, or agents of the City to prospective respondents shall not bind the City. Any changes or revisions to the specifications shall only be binding if issued in writing by the City by addendum. The City reserves the right to officially amend or cancel an RFP after issuance.

6. COST OF RESPONDING

This Request for Proposal does not commit the City to pay any costs incurred by any respondent in the submission of a response, or in making necessary studies or designs for the preparation thereof, or for procuring or contracting for the items to be furnished under the RFP.

7. PERMITS AND LICENSES

The successful respondent shall include in their proposal the cost to obtain or maintain all permits, certifications and licenses that may be required to perform the Price Agreement.

8. INTERGOVERNMENTAL CO-OPERATIVE PURCHASING

The respondent agrees to extend identical prices and services under the same terms and conditions to all public agencies. Requirements stated herein reflect the City of Portland usage only.

A public agency wishing to utilize like services will execute its own contract with the awarded contractor for its requirements. The successful contractor shall provide quarterly usage reporting of the City of Portland as well as that of other public agencies to the City of Portland, Procurement Services. Any respondent by written notification included with their proposal, may decline to extend the services, prices and terms of this RFP to any and/or all other public agencies.

9. CHANGES TO THIS RFP

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 Price Agreement.

SECTION B	PROPOSAL SUBMISSION
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1. PROPOSALS DUE

By submitting a proposal, the respondent agrees to provide all services specified within the RFP, at the times and prices indicated, pursuant to all requirements and specifications as contained therein.

Sealed proposals must be received in this office no later than the date shown on the cover of this solicitation. The outside of the envelope shall plainly identify the subject of the proposal, the RFP number and the name and address of the proposer. Responses received after time or date listed herein shall not be considered. Proposals received after the scheduled closing time for filing will be returned to the proposer unopened.

2. PROPOSAL

Proposals must be clear, succinct and not exceed twelve (12) pages, excluding Attachment materials. Proposers who submit more than the pages indicated may not have the additional pages of the proposal read or considered.

For purposes of review and in the interest of the City's Sustainable Paper Use Policy and sustainable business practices in general, the City requests the use of submittal materials (i.e. paper, envelopes) that contain post-consumer recycled content and are readily recyclable. Submittals shall not include 3-ring binders or any plastic binding, folder, or indexing material. Reusable binding posts, clips, or rings and recycled content paper envelopes or folders are examples of acceptable bindings. Submittals shall be printed on both sides of a single sheet of paper wherever applicable; if sheets are printed on both sides, it is considered to be two pages. Color is acceptable, but content should not be lost by black-and-white printing or copying.

All submittals will be evaluated on the completeness and quality of the content. Only those firms providing complete information as required will be considered for evaluation. The ability to follow these instructions demonstrates attention to detail.

3. PROPOSAL SUBMISSION

Security and confidentiality of the transmitted data: For purposes of this proposal submission, the proposer shall submit: one (1) complete original, five (5) hardcopies, and one (1) complete Redacted for Public Disclosure Copy (if necessary). If the Proposer has no redactions, provide a written statement to that effect in the cover letter. The entire proposal shall be received at the place, and on or before the time and date, specified on the first page of the proposal document.

4. REDACTION FOR PUBLIC RECORDS: Any portion of a proposal that the proposer claims as exempt from disclosure must meet the requirements of ORS 192.501(2) and ORS 192.502(4). When preparing its proposal submission, the proposer shall provide one (1) Redacted for Public Disclosure Copy of their proposal with their submission. The Redacted for Public Disclosure Copy shall be a complete copy of the submitted proposal, in which all information that the Proposer deems to be exempt from public disclosure has been redacted. For the purpose of the Redacted for Public

PROPOSAL NO. 116619

Disclosure Copy, "redaction" means "the careful editing of a document to remove confidential references; a revised or educated document thereby obscuring the exempt information but otherwise leaving the formatted document fully intact." Proposers shall include a summary page(s) at the beginning of their Redacted for Public Disclosure Copy detailing the location of all redacted information. When exempt information is mixed with nonexempt information on the same page, the exempt information must be redacted in such a way as to allow the disclosure of the non-exempt information. Should the proposer determine that no redactions are required, that statement may be included within the text of the cover letter. If a proposer fails to submit a Redacted for Public Disclosure Copy of their proposal as required, the City may release the proposer's original proposal without redaction.

Please refer to the STANDARD TERMS AND CONDITIONS for more information about confidential information within public records.

5. CONFLICT OF INTEREST

A respondent submitting a proposal thereby certifies that no officer, agent or employee of the City who has a pecuniary interest in this RFP or has participated in the Price Agreement negotiations on the part of the City. Further the respondent certifies that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other respondent on this particular request for proposal, and that the respondent is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

6. PROPOSAL ORGANIZATION

The Proposer must provide all information as requested in this Request for Proposal (RFP). Responses must follow the format outlined in this RFP. Additional materials in other formats, or pages beyond the stated page limit(s) may not be considered. The City may reject as non-responsive at its sole discretion any proposal or any part thereof, which is incomplete, inadequate in its response, or departs in any substantive way from the required format. Proposal responses shall be organized in the following manner:

- a. Cover Letter
- b. Description of Firm and Experience (max points – 15%)
- c. Project Team and Equipment (max points – 10%)
- d. Project Approach and Understanding (max points – 15%)
- e. Rate Schedule (max points – 40%)
- f. Corporate Responsibility (max points – 20%)

(Forms submitted with proposal – the following do not count toward proposal page limit in Part II, section B.2)

- Attachment 1: Representations, Certifications and Acknowledgements
- Attachment 2: Non-Collusion Affidavit (Notarized)
- Attachment 3: First Tier Subconsultant Disclosure Form
- Attachment 4: Price Proposal Form

6.a. COVER LETTER

By submitting a response, the proposer is accepting the General Instructions and Conditions of this Request for Proposal.

The Cover Letter must state the name of the person(s) authorized to represent the offeror in any negotiations, the name(s) of the person(s) authorized to sign any contract that may result, the contact person's name, mailing or street addresses, phone and fax numbers and email addresses. A legal representative of the successful firm, authorized to bind the firm in contractual matters must sign the Cover Letter and the Proposal response.

6.b DESCRIPTION OF FIRM AND EXPERIENCE (max 15 pts)

1. Describe your firm's legal structure, areas of expertise, length of time in business, number of employees, and other information that would be helpful in characterizing the firm. Describe the firm's internal procedures and/or policies associated or related to work quality and cost control. Describe the resource availability, which may include the various levels of experience of the personnel to be provided and vehicles and equipment to be used, to perform the work for the duration of the project. Describe your firm's workforce, including the prior experience of all qualified certified journeyman linemen on staff, who are capable of performing as Qualified Workers as described in 29 CFR 1910.269. Provide the address of the firm's home office and the address of the office that will manage the project, if applicable. Provide the same information for any subcontractors to be utilized on the project.

2. Briefly describe other engagements by your firm that demonstrate relevant experience and that best characterize the firm's capabilities, work quality, and cost control. Provide references that include 5 previous utility companies or other government agencies for which similar work was performed; include the project manager's name, address, email address and phone number.

Please remember that any extensive descriptions or vaguely related projects are discouraged and may negatively impact the overall outcome of the evaluation. References may be called and their responses used in the evaluation process

6.c. PROJECT TEAM AND EQUIPMENT (max 10 pts)

1. Provide the approximate number of people and how many crews will be assigned to the project; Provide crew make-up and the crew member's qualifications and experience on similar or related projects:

Names of key team member, including a journeyman lineman per crew, who will be performing the work on this project, and:

- their responsibilities on this project
- current assignments and location
- experience on similar or related projects
- unique qualifications
- percentage of their time that will be devoted to the project.

2. Provide a list and descriptions of the vehicle(s) and equipment to be used including important features such as the main vehicle (bucket truck) which is equipped with Type D Arrow Board for mobile operation. For all heavy-duty diesel engine vehicles indicate what percentage are model 2008 or newer. Also include whether any of the vehicles/equipment have any fuel efficiency and/or emissions reduction features, such as hybrid technology, coolant heaters, or after-market particulate matter control technologies.

6.d. PROJECT APPROACH AND UNDERSTANDING (max 15 pts)

1. Provide a narrative description of how the firm proposes to execute the tasks and attain the City's objective of replacing approximately 22,000 HPS streetlights with LED streetlights per year or approximately 260 working days. Your firm should rely on its expertise and experience with similar projects to demonstrate how it will effectively complete the proposed project. Describe what storage and staging areas the Contractor will utilize during the project. You may include a discussion of how your firm will make personnel adjustments if project goals and standard are not being attained. Provide a short description of how traffic control will be handled on residential streets and on arterial streets.

2. Describe your firm's safety policies and procedures as they relate to handling high pressure sodium lamps. How are employees directed to deal with broken lamps? Assume that the City's recycler, not the contractor, will remove the lamps from the fixtures. What precautions are taken to prevent damage to lamps during HPS luminaire removal and transport? Do the procedures specifically address handling high pressure sodium lamps in public areas or in environmentally sensitive areas? Describe your firm's environmental spill or release response procedures and training in general and specifically as they would apply to the materials to be handled for this project and the firm's equipment that will be used.

6.e. PRICING PROPOSAL (max 40 pts)

Pricing shall be evaluated utilizing the prices proposed in Attachment 4. Follow all instructions on Attachment 4.

- Group Installation Process (maximum 25 points)
- General Maintenance (maximum 15 points)

6.f. CORPORATE RESPONSIBILITY (maximum 20 pts)

Through the adoption of The Portland Plan, the Social Equity Contracting Strategy, and Sustainable Procurement Policy, the Portland City Council has shown its commitment to contracting with socially and environmentally responsible businesses. The City values and supports diversity and is dedicated to advancing equity in public contracting by increasing opportunities for State of Oregon certified Minority, Women and Emerging Small Business enterprises ("M/W/ESB").

The Social Equity Contracting Strategy promotes M/W/ESB economic growth and encourages partnering and mentoring between large and small M/W/ESB firms on City contracts. Proposing firms are encouraged to use the State's OMWESB website (<http://www4.cbs.state.or.us/ex/dir/omwesb/>) for identifying potential M/W/ESB subcontractors.

All Proposers shall address the following in their proposals:

a. Oregon State Certification (maximum 4 pts)

Please indicate in your response if your firm is currently certified in the State of Oregon as an MBE, WBE, or an ESB.

b. Minority, Women, and Emerging Small Business Contracting (maximum 8 pts)

- If your firm is acting as the prime contractor or utilizing subcontractors on this project, please list the total project Price Agreement amount including scopes of work on Form 1(M/W/ESB Participation Disclosure Form 1).
- Points will be awarded based upon the maximum dollars contracted with State of Oregon certified M/W/ESB prime and/or subcontractors.

***Note: Failure to submit Form 1 with your proposal may result in the proposal being found non-responsive and may be rejected.**

c. **Workforce Diversity and Community Involvement (maximum 3 pts)**

- Describe your firm's workforce demographics and any measurable steps taken to ensure a diverse internal workforce (e.g., women and people of color).
- How do you approach internal on-the-job training, mentoring, technical training, and/or professional development opportunities for women and people of color?
- Describe your firm's employee compensation structure, (e.g., living wages, healthcare coverage, employee leaves, dependent care, etc.).
- Describe your firm's commitment to community service, (e.g., charitable programs, scholarships, economic development, etc.)

d. **Sustainable Business Practices (maximum 5 pts)**

- List the top five actions/ongoing practices your firm has implemented to reduce the environmental impacts of your operations (e.g., energy efficiency, use of recycled content or non-toxic products, use of public transit or alternative fuel vehicles, waste prevention and recycling, water conservation, green building practices, etc.).
- Regarding your top five actions, please reference implementation dates and/or timelines, and any performance metrics or third-party awards/recognition (see <http://www.portlandoregon.gov/sustainabilityatwork/>)
- Does your firm participate in any third-party sustainability related organizations, networks, or committees? If so, list up to five examples and how long your firm has been an active participant in each.

The City expects thoughtful consideration of all of the above Corporate Responsibility criteria in the preparation of proposals. The City will enforce all M/W/ESB commitments submitted by the successful Proposer. The successful Proposer will not be permitted at any time to substitute, delete and M/W/ESB subcontractor without the prior written approval of the Chief Procurement Officer.

7. WITHDRAWAL, MODIFICATION OR ALTERATION OF PROPOSAL

Prior to the RFP opening, changes may be made provided the change is initialed by the respondent or authorized agent. Also, a proposal may be withdrawn upon written request of the respondent prior to the scheduled closing time for accepting proposals. Negligence on the part of the respondent in preparing their proposal confers no right to withdraw their response after the scheduled closing time for filing proposals.

As a result of any of these actions, if the intent of the respondent is not clearly identifiable, the interpretation most advantageous to the City will prevail.

8. LATE PROPOSALS

Proposals received after the scheduled closing time for filing will be returned to the respondent unopened. Due to heightened security measures in the Portland Building, respondents should allow extra time when delivering proposals to Procurement Services. It is the responsibility of the proposer to ensure their proposal is submitted in the proper form and in accordance with the time, date, and location specified in the RFP.

9. CANCELLATION

The City of Portland 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 Price Agreement.

PART III PROPOSAL EVALUATION

SECTION A PROPOSAL REVIEW AND SELECTION

1. EVALUATION CRITERIA

A Selection Review Committee (Committee) will be appointed to evaluate the proposals received. For the purpose of scoring proposals, each Committee member will evaluate each proposal in accordance with the criteria listed in Part II, Section B. The Committee may seek the assistance of outside expertise, including, but not limited to, technical advisors. The Committee will require a minimum of ten (10) working days to evaluate and score the proposals

The choice regarding how or when to proceed, the need for additional clarifications, decisions to begin or terminate negotiations, determination of a reasonable time, decisions to open negotiations with a lower scoring Proposer, and any decision that a solicitation should be cancelled are all within the sole discretion of the City.

All communications shall be through the contact referenced on the cover page of this RFP. At the City’s sole discretion, communications with members of the evaluation committee, other City staff, or elected City officials for the purpose of unfairly influencing the outcome of this RFP may be cause for the Proposer’s proposal to be rejected and disqualified from further consideration.

2. EVALUATION PROCESS

The proposal evaluation process may consist of a series of Evaluation Levels that will lead to the identification of a finalist. Each proposal response will be evaluated in accordance with the following evaluation criteria:

Evaluation Level #1 – Written Scoring Proposal responses meeting the responsiveness requirements will be further evaluated as part of Evaluation Level #1. One hundred possible points are available at Level #1. This step consists of a detailed review of the written proposal responses as follows:

Level #1 Evaluation Criteria		
Criteria	Maximum Level #1 Score	Point Distribution by Subsection
1. COVER LETTER		REQUIRED
2. DESCRIPTION OF FIRM AND EXPERIENCE	15	
3. PROJECT TEAM AND EQUIPMENT	10	
4. PROJECT APPROACH AND UNDERSTANDING	15	
5. PRICING	40	
Group Installation		25
General Maintenance		15
6. CORPORATE RESPONSIBILITY	20	
OR State Certification		4
MWESB Contracting		8
Workforce Diversity & Community Involvement		3
Sustainable Business Practices		5
TOTAL:	100	

Short Listing The Evaluation Committee may focus on only a limited number of proposals by developing a “short list” based on the scores from the written proposals or may proceed directly to Price Agreement negotiation and award. The number of proposals on the “short list” depends on whether the Committee believes such proposals have a reasonable chance of leading to the award of a Price Agreement. If the Evaluation Committee develops a “short list”, the scores from Evaluation Level #1 will be held until completion of the Evaluation #2 scoring to become part of the Total Overall Score.

Evaluation Level #2 – Oral Scoring If oral interviews or presentations are determined to be necessary, this next step will consist of oral presentations and further clarification of the Proposer’s response. Proposers invited to participate in Evaluation Level #2 will be given additional information regarding the City’s desired content a reasonable time before the scheduled Evaluation Level #2 oral interviews/presentations are held. The scoring of the Level #2 will be as follows:

Level #2 Evaluation Criteria	
Criteria	Maximum Evaluation Level #2 Score
Content of Oral Presentation	100

Total:	100
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Following completion of the Evaluation Level #2 scoring, each Proposer's Evaluation Level #2 score will be added to their Evaluation Level #1 score to determine their Total Overall Score. The highest scoring Proposal, based on their Total Overall Score, may be identified as the Finalist.

Negotiations will follow with the Finalist, and if successful, the contractor and City will enter into a service Price Agreement for the work. If a Price Agreement with the Finalist cannot be reached within a time period deemed reasonable to the City, the City may elevate any of the respondents that passed Level #1.

The City of Portland may exercise one of the following options:

- a. Conduct serial negotiations, beginning with the highest scoring Proposer. Such negotiations could lead to an award of a Price Agreement or the City may decide to terminate the negotiations if it determines that negotiations are unlikely to result in an acceptable Price Agreement to the City within a reasonable period of time. If negotiations are terminated, the City may cancel the solicitation or proceed to negotiate with the next highest scoring respondent in the same manner. The City may then continue to negotiate with respondents further down the list in the order that scores were received or cancel the solicitation; or
- b. Conduct simultaneous competitive negotiations with the two highest scored respondents. Such negotiations could lead to an award of a Price Agreement or the City may decide to terminate the negotiations with either or both when, in the City's sole discretion, it determines that negotiations are unlikely to reach a Price Agreement acceptable to the City within a reasonable period of time. The City may then continue to negotiate with respondents further down the list in order that scores were received or cancel the solicitation; or
- c. Establish a competitive range of respondents who appear likely to be able to receive an award of a Price Agreement, to initiate discussion with such respondents to inform them of deficiencies in their initial responses, notify them of parts of their response for which the City would like additional information or otherwise allow eligible respondents to develop revised responses that will allow the City to obtain the best response based on the requirements and evaluation criteria set forth in the RFP. In proceeding with this option the City will follow the requirements of PCC 5.33.215 regarding discussions, negotiations and, if desired, best and final offers.

Proposers who are eliminated at any stage of the evaluation process will be notified of their elimination. At that time, Proposers who wish to protest their elimination shall file a protest within seven (7) calendar days of the notice. Following final selection, if any, the City will issue a Notice of Intent to Award a Price Agreement to the Successful Proposer.

The City has the right to reject any or all proposals for good cause in the public interest, and the Chief Procurement Officer may waive any evaluation irregularities that have no material effect on upholding a fair and impartial evaluation selection process.

3. LOCAL CONTRACTING

The City: prefers goods or services that have been manufactured or produced by a local business if price, fitness, availability and quality are otherwise equal; desires to employ local businesses in the purchase, lease, or sale of any personal property, public improvements or services; and wants the residents of the State of Oregon and SW Washington to benefit from optimizing local businesses and services, and the local employment opportunities they generate.

4. CLARIFYING PROPOSAL DURING EVALUATION PERIOD

During the evaluation process, the City has the right to require any clarification or change it needs in order to understand the respondent's view and approach to the project and scope of the work. Any changes to the proposal will be made before executing the Price Agreement and will become part of the final contractor Price Agreement.

5. PROPOSALS ARE PUBLIC RECORDS

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 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.

6. AWARD REVIEW AND PROTEST PROCEDURE REVIEW:

PROPOSAL NO. 116619

ORS 279B.060(5)(a) provides: "Notwithstanding ORS 192.410 to 192.505, proposals may be opened in a manner to avoid disclosure of contents to competing proposers during, when applicable, the process of negotiation, but the contracting agency shall record and make available the identity of all Proposers as part of the contracting agency's public records from and after the opening of the proposals. Notwithstanding ORS 192.410 to 192.505, proposals are not required to be open for public inspection until after the notice of intent to award a Price Agreement is issued."

REVIEW: Following the Notice of Intent to Award, the public may view proposal documents, but the City is entitled to withhold from disclosure any materials defined as exempt or conditionally exempt from disclosure pursuant to the Oregon Public Records Act. Proposers shall designate information they consider exempt or conditionally exempt from disclosure by stamping the word "Confidential" on such documents or by otherwise indicating the documents are considered to be confidential. Materials so designated and meeting the requirements for exempt or conditionally exempt information will not be disclosed unless the Multnomah County District Attorney determines that disclosure is required after appeal. The City reserves the right to disclose materials inappropriately marked as exempt or conditionally exempt and to withhold from disclosure materials that meet standard but which were inadvertently not marked as confidential.

Proposers not awarded the Price Agreement may seek additional clarification or debriefing, request time to review the selection procedures or discuss the scoring methods utilized by the Evaluation Committee, subject to the City's authority to withhold documents, as stated above.

PROTESTS: Proposers are permitted to challenge the City's decision to exclude the Proposer from the next step in the evaluation process and/or to award a Price Agreement. Depending on the nature of the protest, Proposers may wish to review Portland City Code (PCC) 5.33.720, 5.33.730, and 5.33.740 regarding protest procedures, all of which may be found online at the City Auditor's website.

Procurement Services shall post a Notice of Intent to Negotiate and Award to the successful Proposer. The Notice of Intent to Negotiate and Award shall be posted on the Bureau's Internet Web Page.

A Proposer who is adversely affected or aggrieved by the award of Price Agreement or evaluation decision shall have seven (7) days after the issuance of the "Notice" to file a protest. The contents to be included in the protest are found in PCC 5.33.740. A protest is not valid if the Proposer would not be eligible to be awarded a Price Agreement if its protest were upheld. The Chief Procurement Officer will review any protest and issue a written decision. Whether there are further appeal processes depends on the discretion of the Chief Procurement Officer.

Protests must be timely and must include all legal and factual information regarding the protest, and a statement of the form of relief requested. Protests received later than specified or from other than the Proposer who would receive the Price Agreement if the protest was successful will not be considered. The exercise of judgment used by the evaluators in scoring the written proposals and interviews, including the use of outside expertise, is not grounds for appeal.

SECTION B PRICE AGREEMENT AWARD

1. CONTRACTOR SELECTION

The City will award a Price Agreement to the Proposer whose proposal is considered and evaluated as being the most advantageous to the City. The contractor selection process will be carried out under Portland City Code, Chapter 5.33.

2. PRICE AGREEMENT DEVELOPMENT

The proposal and all responses provided by the Proposer may become a part of the final Price Agreement. The form of Price Agreement shall be the City's Price Agreement for Services.

3. NOTICE OF INTENT TO NEGOTIATE AND AWARD

A notice of intent to negotiate and award posted on the Procurement Services website does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing any equipment, suppliers and/or services, the Contractor must receive a properly authorized Price Agreement.

4. ASSIGNMENT OF ANTI-TRUST RIGHTS

By entering into a Price Agreement, the Contractor, for consideration paid to the contractor under the Price Agreement, 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 the right to control any such litigation on such claim for relief or cause of action, by reason of violation of 15 USC SS 1-15 or ORS 646.725 or ORS 646.730, in connection with any goods or services provided to the Contractor by any person, which goods or services are used, in whole or in part, for the purpose of carrying out the contractor's obligation under this Price Agreement.

In the event the Contractor hires subcontractors to perform any of the Contractor's duties under the Price Agreement, the Contractor shall require the subcontractor to irrevocably assign to the City of Portland, as a third party beneficiary any right,

PROPOSAL NO. 116619

title or interest that has accrued or may accrue to the subcontractor by reasons of any violation of 15 USC SS 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 or 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 Price Agreement.

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.

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.

5. FAILURE TO EXECUTE PRICE AGREEMENT

Failure on the part of the respondent to execute the Price Agreement and deliver the Price Agreement and required documents with the required insurance certificates within ten (10) calendar days shall be just cause for cancellation of the award and withdrawal of the Price Agreement. Award may then be made to the next lowest priced proposer, or the work may be re-advertised, or otherwise as the City may decide.

ATTACHMENT 1

REPRESENTATIONS, CERTIFICATIONS, AND ACKNOWLEDGMENTS

The offeror represents and certifies as part of the offer that: (Check all applicable boxes or blocks.)

The undersigned having full knowledge of the specifications for the item(s) listed herein offers and agrees that this **offer shall be irrevocable for at least 90 calendar days after the bid closing** date and time, and if accepted, to furnish any and/or all items(s) at the prices offered and deliver at the designated point(s) within the time specified in the schedule.

VARIANCES

Please note any variance from specifications. (Use separate sheet and attach to proposal.)

RESIDENT OFFEROR

All proposers must state whether or not they are an Oregon resident proposer. As defined in ORS 279A.120, a resident proposer is one who has paid unemployment taxes or income taxes in the state during the 12 calendar months immediately preceding bid submission, has a business address in Oregon, and has stated in their bid to be a resident proposer.

Check one: Proposer is a () resident proposer, or () non-resident proposer.

An Offeror filing an offer thereby certifies that no officer, agent or employee of the City has participated on behalf of the City in preparation of the offer or contract, that the offer is made in good faith without fraud, collusion, or connection of any kind with any other offeror for the same work, and that the Offeror is competing solely in his/her own behalf without connection with, or obligation to any undisclosed person or firm.

WILL YOUR COMPANY PARTICIPATE IN INTERGOVERNMENTAL COOPERATIVE PURCHASING? ___ Yes ___ No

If no, please explain on a separate sheet of paper and attach to offer.

BUSINESS DESIGNATION (Check One):

___ Individual, ___ Sole Proprietorship, ___ Partnership, ___ Estate/Trust, ___ Corporation, ___ Public Service Corp., ___ Government/ Non-Profit.

CITY OF PORTLAND BUSINESS LICENSE NUMBER: _____ **FEDERAL TAX ID#:** _____

FIRM OR CORPORATION NAME: _____

DOING BUSINESS AS (If applicable): _____

NAME OF LOCAL REPRESENTATIVE (If applicable): _____

MAILING ADDRESS: _____
(Street, or P.O. Box)

(City, State, Zip Code)

AREA CODE AND TELEPHONE NUMBER: _____ **FAX NUMBER:** _____

E-MAIL ADDRESS: _____ **INTERNET ADDRESS:** _____

SIGNATURE OF AUTHORIZED PERSON: _____

PRINT OR TYPE: _____
(NAME) (TITLE)

OFFER DATE: _____

ATTACHMENT 2

NON-COLLUSION AFFIDAVIT

(Complete this Affidavit and submit with your bid).

STATE OF _____

COUNTY OF _____

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 bid.

I state that:

1. The price(s) and the amount of this bid 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 bid, and neither the approximate price(s) nor approximate amount of this bid, 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 bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this ITB, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
4. The bid 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 bid.
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 any offer on any public solicitation, 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 Price Agreement for which this bid 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 our bid and award of a Price Agreement.

Signature

Subscribed and sworn to before me this _____ day of _____, 2014.

NOTARY PUBLIC

My Commission Expires

**ATTACHMENT 3
MWESB PARTICIPATION DISCLOSURE FORM 1**

The City's disclosure program is used to document the utilization of Oregon certified Minority, Women and Emerging Small Businesses (M/W/ESBs) on City projects.

This Request for Proposal (RFP) requires submission by the Proposer of the City's M/W/ESB Participation Disclosure Form 1. Proposers must disclose the following information with their proposal response:

- 1) Contact information and Employer Identification Number (EIN or FED ID#) for all Price Agreement participants
- 2) State of Oregon M/W/ESB designation. (**Verify current certification status with the Office of Minority, Women, and Emerging Small Business at <http://egov.oregon.gov/DCBS/OMWESB/index.shtml>**)
- 3) The proposed scope or category of work that the Proposer and any subcontractors will be performing
- 4) The dollar amount of the Proposer's self-performing work and of all subcontractors' contract(s)
- 5) Percentage of total contract amount allocated to Oregon certified M/W/ESB participation

Report all amounts in United States Dollars (USD). The use of 'TBD', 'N/A', or similar symbols is not acceptable. All requested information must be provided.

If the Proposer will not be using any subcontractors, the Proposer is still required to enter its own information in the appropriate section and to indicate "**NONE**" in the subcontractor section of the accompanying form and submit the form with its proposal.

FAILURE TO SUBMIT THE City's M/W/ESB PARTICIPATION DISCLOSURE FORM 1 WITH THE PROPOSAL MAY RESULT IN THE PROPOSAL BEING FOUND NON-RESPONSIVE AND REJECTED FROM CONSIDERATION

**CITY OF PORTLAND
M/W/ESB PARTICIPATION DISCLOSURE FORM 1**

This Request for Proposal requires submission by the Proposer of the following information and presented on this M/W/ESB PARTICIPATION DISCLOSURE FORM 1. Proposers must disclose the following information:

Please print all information clearly.

Proposer Name: _____ **Proposer's Total Cost: NTE \$** _____

Project Name: LED STREETLIGHT INSTALLATION AND MAINTENANCE **RFP Number:** 116619

Contact Name: _____ **Phone:** _____ **Email:** _____

Percentage of total Price Agreement amount allocated to Oregon certified M/W/ESB participation	(Proposer & subcontractors added together)	\$
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PROPOSER INFORMATION (Please Print)	M/W/ESB	SCOPE / TYPE OF WORK	SELF-PERFORMING AMOUNT
Firm Legal Name: Email: Phone #: Fax#: FED ID OR EIN # (No SS#):			\$
SUBCONTRACTOR INFORMATION (Please Print)	M/W/ESB	SCOPE / TYPE OF WORK	SUBCONTRACT AMOUNT
Firm Legal Name: Email: Phone #: Fax#: FED ID OR EIN # (No SS#):			\$
Firm Legal Name: Email: Phone #: Fax#: FED ID OR EIN # (No SS#):			\$
Firm Legal Name: Email: Phone #: Fax#: FED ID OR EIN # (No SS#):			\$

NOTE:

- 1) The Proposer and all subcontractors must be listed on this form. Leave M/W/ESB column blank if firm is not confirmed as currently certified through the State of Oregon Office of Minority, Women, and Emerging Small Business: <http://egov.oregon.gov/DCBS/OMWESB/index.shtml> .
- 2) If the Proposer will not be using any subcontractors, please indicate "NONE" in the Subcontractor Information section of this form.
- 3) Do not enter Social Security numbers on this form.

ATTACHMENT 4 – PRICE PROPOSAL FORM

Page 1 of 2

GROUP INSTALLATION PROCESS

Work performed under this process will be done on a block basis in a geographically successive order using quarter section maps provided by City. Most, if not all, of the required work to be performed will be done concurrently. The majority of the work under this process will be to remove an existing HPS luminaire and photocell and install a new LED luminaire and photocell. The group LED installation process will be paid according to Schedule 1.

Schedule 1: Group Installation Process

Item No.	Description of Work Group Process	Unit	Estimated Yrly Quantity	Unit Price	Extended Price
1	Remove and Install Luminaire and Photocell (Overhead Power)	EA	18,000	\$ _____	\$ _____
2.	Install Luminaire, Photocell and Luminaire arm (Overhead Power)	EA	500	\$ _____	\$ _____
3	Remove Luminaire, Photocell and Luminaire arm (Overhead Power)	EA	100	\$ _____	\$ _____
4	Remove Luminaire, Photocell and Luminaire arm (Overhead Power)	EA	100	\$ _____	\$ _____
5	Remove and Install Luminaire, Photocell and Inline Fused Disconnect (Overhead power)	EA	2,100	\$ _____	\$ _____
6	Remove and Install Luminaire, Photocell and Inline Fused Disconnect (Underground Power)	EA	1,400	\$ _____	\$ _____
7	Install Luminaire, Photocell, Luminaire arm and Inline Fused Disconnect (Underground Power)	EA	100	\$ _____	\$ _____
8	Remove Luminaire, Photocell and Luminaire arm (Underground Power)	EA	100	\$ _____	\$ _____
9	Provide and Install #6 Al triplex overhead wire	LF	2,000	\$ _____	\$ _____
10	Clearing Tree Branches for Luminaire Installation	EA	500	\$ _____	\$ _____
11	Flagging	HR	2,000	\$ _____	\$ _____
12	Spot Replacement Mobilization	EA	100	\$ _____	\$ _____
Total Schedule 1 Not to Exceed (NTE) Amount					\$ _____

- Proposers must include unit pricing for all items in the columns to the right with a "\$" sign on Attachment 4.
- Prices offered must be inclusive of all costs to complete all work as required under the Price Agreement, such as labor costs, overhead costs, equipment, transportation, arrow board, signs, reporting, fees, etc.
- Pricing proposed or negotiated will be incorporated into the awarded Price Agreement and will be fixed for the first year of the agreement.
- The City does not pay any taxes, therefore do not include taxes in your pricing.

**ATTACHMENT 4 – PRICE PROPOSAL FORM
PAGE 2 OF 2**

GENERAL MAINTENANCE

General maintenance for street lights will be performed in an orderly manner. This type of work may occur throughout the City or may be coordinated with the Group LED Installation process. General maintenance may include replacement of worn mast arms, installation of fuses, new and/or relocation of street lights, line extensions, pole removal and/or installation, and other street light maintenance. The City will notify Contractor using a City Trouble Ticket Dispatch Report on a regular basis, generally daily, of all general maintenance work. All general maintenance dispatch reports will come from the City’s Representative. When completed, Contractor will be responsible to complete and return the Trouble Ticket Dispatch Report to the City Representative. The Contractor will normally have 10 working days from time of notification to complete an outage repair. Outage repairs may be efficiently bundled together. Under special circumstances, such as access issues, an outage repair may be scheduled for a later date. Extensive repairs such as pole replacements may require longer lead times.

General maintenance will be paid on a time and equipment basis per Schedule 2.

Schedule 2: Rate Schedule

Hourly Crew Rates for the following crew make-ups accompanied with all the tools, equipment, transportation (man-lift), and traffic control signage to install, replace and/or maintain the City of Portland’s street lights. Each crew must include a journeyman lineman. Prices must be inclusive of all costs to complete the work as required under the Price Agreement, such as labor costs, overhead costs, equipment, transportation (man-lift) arrow boards, signs, fuel, fees, etc.

Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1.	1-person crew (Eagle): Journeyman-Lineman with all tools, transportation (man-lift), traffic control signage	HR	500	\$ _____	\$ _____
2.	2-person crew (Replacement): Journeyman-Lineman, Driver, transportation (man-lift) with all tools, equipment, and traffic control signage	HR	1,000	\$ _____	\$ _____
3.	3-person crew (Line Crew): Working Line Foreman, Journeyman-Line-man, Driver, transportation (man-lift), with all tools, equipment, and traffic control signage	HR	500	\$ _____	\$ _____
4.	Flagging	HR	500	\$ _____	\$ _____
Total Schedule 2					\$ _____

- Proposers must include unit pricing for all items in the columns to the right with a “\$” sign on Attachment 4.
- Prices offered must be inclusive of all costs to complete all work as required under the Price Agreement, such as labor costs, overhead costs, equipment, transportation, arrow board, signs, reporting, fees, etc.
- Pricing proposed or negotiated will be incorporated into the awarded Price Agreement and will be fixed for the first year of the agreement.
- The City does not pay any taxes, therefore do not include taxes in your pricing.

EXHIBIT A – SAMPLE SERVICES PRICE AGREEMENT

PRICE AGREEMENT NO. 310005XX

for

LED STREETLIGHT INSTALLATION AND MAINTENANCE

This Price Agreement, made and entered into this 1st day of July, 2014, by and between XXXXX a XXXXX Corporation, hereinafter called Contractor, and the City of Portland, a municipal corporation of the State of Oregon, by and through its duly authorized representatives, hereinafter called City. This Price Agreement may refer to the City and Contractor individually as a "Party" or jointly as the "Parties."

WITNESSETH:

ARTICLE I. The Parties hereto mutually covenant and agree to and with each other as follows:

1. **SCOPE OF WORK:** The Contractor shall provide LED Streetlight Installation and Maintenance services as stated in this Price Agreement and in accordance with Attachments A and B, and Appendix A.
2. **EFFECTIVE DATE AND DURATION:** The initial term of this Price Agreement shall begin on July 1, 2014 and shall expire two years later unless terminated sooner as provided herein. The Parties may agree, by mutual consent, to extend this Price Agreement for an additional 3 year period, taken individually or in multiple years. At least thirty (30) days prior to the expiration of the initial term, or extension, the Parties shall commence discussions if they desire to extend the Price 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 Price Agreement. The total term of this Price Agreement shall not exceed five (5) years
3. **CONSIDERATION:** The City agrees to pay Contractor a sum of not to exceed \$ X,XXX,XXX.XX for provision of and completion of the work. Interim payments shall be made to the Contractor according to the schedule identified in Attachment B.
4. **INVOICING:** 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. The Contractor shall submit billings in a timely fashion. Invoices shall be sent to:

City of Portland
Portland Bureau of Transportation
Attn: Norberto Adre
1120 SW 5th Ave, #800
Portland, OR 97204

Contractor is at all times solely responsible for billing accuracy and timeliness; Contractor shall provide invoices for the goods and services to the City in paper form. Invoices will not be processed for payment until receipt of a properly completed invoice and until all invoice items are received and satisfactory performance of Contractor has been attained. Invoice payment terms including any offered prompt payment discounts shall start on the date of the invoice.

5. **INVOICE PAYMENT:** Invoices submitted for payment shall identify the goods and services, the unit price, quantity, extended price, order number and invoice total. Billing details may be agreed upon between the Parties. Invoicing for goods and services shall at all times be in arrears. Invoices for payment shall be provided to the City within ninety (90) days of successful delivery of the billed goods and services.

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 billing detail above. Billing adjustments shall not be submitted to the City in any form other than a paper document. The City shall pay undisputed portions of disputed or incorrect invoices where the City can easily identify the undisputed portion. 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 Price Agreement, or disputed charges shall not constitute default under this Price Agreement. Payment of an amount less than the total amount due on all unpaid invoices shall be any particular amount or item, which is subject to any claim of error or dispute between the Parties, without prior written City approval.

It is the City's policy to pay its vendor invoices via electronic funds transfers through the automated clearing house (ACH) network. To initiate payment of invoices, vendors shall execute the City's standard ACH Vendor Payment Authorization Agreement which is available on the City's website at:

PROPOSAL NO. 116619

<http://www.portlandonline.com/omf/index.cfm?c=26606&a=409834>. Upon verification of the data provided, the Payment Authorization Agreement will authorize the City to deposit payment for services rendered or goods provided directly into vendor accounts with financial institutions. All payments shall be in United States currency.

ARTICLE II. Performance of services under this Price Agreement shall not commence until all insurance requirements have been met and certificates thereof have been filed with the Chief Procurement Officer or the Auditor.

6. **INSURANCE:** Contractor shall obtain and maintain in full force at Contractor expense, throughout the duration of the Price Agreement and any warranty or extension periods, the required insurance identified below. The City reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of the Price Agreement.

(a) Workers' compensation insurance as required by ORS Chapter 656 and as it may be amended. Unless exempt under ORS Chapter 656, the Contractor and all subcontractors shall maintain coverage for all subject workers.

Required and attached or Proof of exemption (i.e., completion of Independent Contractor Certification Statement)

(b) General commercial liability (CGL) insurance covering bodily injury, personal and advertising injury, property damage, including coverage for independent contractor's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in per occurrence limit of not less than \$2,000,000, and aggregate limit of not less than \$5,000,000.

Required and attached or waived by Authorized Bureau Manager

(c) Automobile liability insurance with coverage of not less than \$2,000,000 each accident, and an umbrella or excess liability coverage of \$5,000,000. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto. This coverage may be combined with the commercial general liability insurance policy.

Required and attached or waived by Authorized Bureau Manager

Continuous Coverage; Notice of Cancellation: The Contractor agrees to maintain continuous, uninterrupted coverage for the duration of the Price Agreement. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or non renewal of coverage without thirty (30) days written notice from Contractor to the City. If the insurance is canceled or terminated prior to completion of the Price Agreement, Contractor shall immediately notify the City and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of Price Agreement and shall be grounds for immediate termination of this Price Agreement.

Additional Insured: The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation, shall be without prejudice to coverage otherwise existing, and shall name the City of Portland and its bureaus/divisions, officers, agents and employees as Additional Insureds, with respect to the Contractor's activities to be performed, or products or services to be provided. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.

Certificate(s) of Insurance: Contractor shall provide proof of insurance through acceptable certificate(s) of insurance and additional insured endorsement form(s) to the City prior to the award of the Price Agreement if required by the procurement documents (e.g., request for proposal), or at execution of Price Agreement and prior to any commencement of work or delivery of goods or services under the Price Agreement. The Certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insureds (or Loss Payees). Insurance coverages required under this Price Agreement shall be obtained from insurance companies acceptable to the City of Portland. The Contractor shall pay for all deductibles and premium. The City reserves the right to require, at any time, complete, certified copies of required insurance policies, including endorsements evidencing the coverage the required.

Subcontractor(s): Contractor shall provide evidence that any subcontractor, if any, performing work or providing goods or service under the Price Agreement has the same types and amounts of coverages as required herein or that the subcontractor is included under Contractor's policy.

Additional Insured. The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation, if included, required for performance of the Price Agreement shall include the City of Portland and its divisions, officers and employees as Additional Insureds, as well as Portland General Electric (PGE), Pacific Power & Light (PP&L), CenturyLink, and Comcast, but only with respect to the Contractor's activities to be performed under this Price Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance

Notice of Cancellation or Change. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City Auditor. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Price Agreement and shall be grounds for immediate termination of this Price Agreement.

Certificate(s) of Insurance. As evidence of the insurance coverages required by this Price Agreement, the Contractor shall provide proof of insurance through acceptable certificate(s) of insurance and additional insured endorsement form(s) to the City prior to the award of the Price Agreement if required by the procurement document, but in all events prior to Contractor's commencement of work under this Price Agreement. The Certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insureds (or Loss Payees). Insurance coverages required under this Price Agreement shall be obtained from insurance companies acceptable to the City of Portland. The Contractor shall pay for all deductibles

ARTICLE III. In consideration of the premises, and in accordance with the provisions for acceptance and payment for work set forth in these Standard Terms and Conditions and Special Terms and Conditions, the City and Contractor hereby agrees as follows:

STANDARD TERMS AND CONDITIONS

- 7. INDEPENDENT CONTRACTOR STATUS:** The Contractor is engaged as an independent contractor and shall be responsible for any federal, state, and local taxes and fees applicable to payments hereunder. The 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.
- 8. NO THIRD PARTY BENEFICIARIES:** Contractor and City are the only Parties to this Price Agreement and are the only Parties entitled to enforce its terms. Nothing in this Price Agreement gives, assigns or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons.
- 9. SUCCESSORS IN INTEREST:** The provisions of this Price Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, and their respective successors and approved assigns.
- 10. SURVIVAL:** The terms, conditions, representations, and all warranties contained in this Price Agreement shall survive the termination or expiration of this Price Agreement.
- 11. COMPLIANCE WITH APPLICABLE LAW:** In connection with its activities under this Price Agreement, Contractor shall comply with all applicable federal, state and local laws and regulations. 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 Price Agreement. Contractor agrees it is currently in compliance with all tax laws. Contractor shall comply with Title VI of the Civil Rights Act of 1964 and its corresponding regulations as further described at: <http://www.portlandoregon.gov/bibs/article/446806>.

The following additional conditions apply to this solicitation and any resultant purchase order or Price Agreement: Appendix A as attached hereto.

The Contractor must be in compliance with the laws regarding conducting business in the City of Portland before an award may be made and shall be responsible for the following :

CERTIFICATION AS AN EEO AFFIRMATIVE ACTION EMPLOYER: The Contractor is certified as an Equal Employment Opportunity Employer as prescribed by Chapter 3.100 of the Code of the City of Portland through XXXXX. The certification will be maintained throughout the duration of the Price Agreement.

NON-DISCRIMINATION IN EMPLOYEE BENEFITS (EQUAL BENEFITS): The Contractor has complied by providing the Equal Benefits Compliance Worksheet/Declaration Form indicating: XXXXX, Option XXXXX.

BUSINESS LICENSE TAX ACCOUNT: The Contractor license # XXXXX is in compliance with the City of Portland Business License Tax requirements as prescribed by Chapter 7.02 of the Code of the City of Portland and will be maintained throughout the duration of this Price Agreement.

NOTIFICATION TO STATE OF NONRESIDENT CONTRACTOR: If the Price Agreement Price exceeds \$10,000 and the Contractor is a Nonresident Contractor, the Contractor shall promptly report to the Oregon Department of Revenue on forms provided by the Department of Revenue, the Price Agreement Price, terms of payment, Price Agreement duration and such other information as the Department of Revenue may require before final payment can be made on the Price Agreement. A copy of the report shall be forwarded to the City. The City shall satisfy itself that the above

requirements have been complied with before it issues final payment on the Price Agreement (PCC 5.33.695) http://www.oregon.gov/dor/forms/misc/nonresident-bidder_800-020.pdf.

WAGE RATES: State of Oregon, Bureau of Labor and Industries (BOLI) prevailing wage rates are required to be paid to workers in each trade or occupation that the Contractor or Subcontractor uses in performing all or part of the work on this project. The applicable prevailing wage rates for this project will be the rates in the BOLI publication titled "Prevailing Wage Rates for Public Works Contracts in Oregon" effective on January 1, 2014 including any applicable amendments dated April 1, 2014, which are hereby incorporated into this Price Agreement by this reference. Workers must be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840. You can download your copy from www.oregon.gov/boli. If you need additional copies, contact Bureau of Labor & Industries, 800 NE Oregon St. #32, Portland, OR 97232; phone 971-673-0839.

The City of Portland is required to pay the Prevailing Wage Rate (PWR) fee directly to the Oregon Bureau of Labor and Industries. Therefore, Contractor acknowledges that this fee has not been included in the bid amount for this project.

The Contractor awarded the Price Agreement is required to post a Public Works Bond with the Oregon Contractors Construction Board (OCCB) unless exempt prior to start of work on the project.

Subcontractors awarded a Price Agreement are required to post a Public Works Bond with the Oregon Contractors Construction Board (OCCB) unless exempt prior to start of work on the project.

GRANT TERMS AND CONDITIONS: In connection with its activities under this Price Agreement, Contractor shall comply with all applicable Grant Terms and Conditions. This includes all terms and conditions contained in this Price Agreement and, for a Price Agreement involving a grant, the Grant Terms and Conditions as further described at: <http://www.portlandoregon.gov/bibs/article/455735>

12. GOVERNING LAW / VENUE: The provisions of this Price Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon without reference to its conflict of laws provisions. Any action or suits involving any question arising under this Price Agreement shall be brought in the appropriate court in Multnomah County, Oregon. By executing this Price Agreement the Contractor agrees to in personam jurisdiction of the Oregon courts.

13. 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 L. No. 101-336) including Title II of that Act, ORS Chapter 659.425, and all regulations and administrative rules established pursuant to those laws.

14. INDEMNITY: Contractor shall hold harmless, defend, and indemnify the City of Portland, its officers, employees, and agents, from all claims, demands, suits, actions, losses, damages, liabilities, costs and expenses of whatsoever nature, including all attorney's fees and costs, resulting from or arising out of the activities of Contractor or its officers, employees, subcontractors, or agents including intentional acts, or of its subcontractors, agents or employees under this Price Agreement. Contractor is not responsible for any damages caused by the actions of the City, its officers, employees and agents.

15. ASSIGNMENT OF ANTI-TRUST RIGHTS: By entering into a Price Agreement, the Contractor, for consideration paid to the Contractor under the Price Agreement, 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 SS 1-15 or ORS 646.725 or ORS 646.730, in connection with any goods or services provided to the Contractor by any person, which goods or services are used, in whole or in part, for the purpose of carrying out the Contractor's obligation under this Price Agreement.

In the event the Contractor hires subcontractors to perform any of the Contractor's duties under the Price Agreement, 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 SS 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 or 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 Price Agreement.

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.

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.

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

17. FUNDING: In the event the City, during the adoption of the City's annual budget, reduces, changes, eliminates, or otherwise modifies the funding for any of the projects identified herein, the Contractor agrees to abide by any such decision including revision or termination of services.

18. ASSIGNMENT AND SUBCONTRACTING: This Price Agreement or any interest therein shall not be assigned or subcontracted to any other person or entity without the prior written consent of the City of Portland. In the event of transfer without prior written consent, the purported transfer is void and the Contractor remains liable for performance of the Price 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 Price Agreement, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

19. LIENS: Contractor shall not permit any claim to be filed or prosecuted against the City or any lien against the property purchased in connection with this Price Agreement and agrees to assume responsibility should such lien or claim be filed.

20. SUSTAINABLE PROCUREMENT: Pursuant to the City's [Sustainable City Principles](#), which direct City Bureaus to pursue long-term social equity, environmental quality, and economic vitality through innovative and traditional mechanisms, the Contractor is encouraged to incorporate these Principles into their scope of work with the City wherever possible. Therefore in accordance with the Principles and the City's [Sustainable Procurement Policy](#), it is the policy of the City of Portland to encourage the use of products or services that help to minimize the human health and environmental impacts of City operations. "Environmentally preferable" means products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service.

Packaging should be minimized to the maximum extent possible without compromising product quality. The City encourages packaging that is reusable, recyclable in local recycling programs, is made from recycled materials, and/or is collected by the vendor for reuse/recycling.

21. 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 that are not within its reasonable control.

22. AMENDMENTS: All changes to this Price Agreement, including changes to the scope of work and Price Agreement amount, must be made by written amendment and approved by the Chief Procurement Officer to be valid. The City's Chief Procurement Officer is authorized to execute amendments to this Price Agreement without the City's further approval, provided such amendments are 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 Chief Procurement Officer, or to waive the approval of the City Attorney's office.

23. NON-WAIVER: No waiver, consent, modification, or change of terms of this Price 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 City to enforce any provision of this Price Agreement shall not constitute a waiver of that or any other provision.

24. COORDINATION WITH OTHER CONTRACTORS AND OTHER SERVICES: The Contractor shall cooperate fully with other contractors and City employees providing systems or support to the City during installation, operation, or maintenance of the goods and services. This includes planning for and integration of the goods and services provided under this Price Agreement with those provided by others. Further, Contractor shall make every reasonable effort to cooperate with City to minimize and/or prevent any degradation of the other computer and telecommunications systems, equipment, or services of the City by the installation, operation, or maintenance of the goods and services. Contractor's failure to cooperate with the City and other

contractors may be grounds for termination as provided herein.

25. 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 Price 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.

26. AUDITS: The City, either directly or through a designated representative, may conduct financial and performance audits of the billings and services specified in this Price Agreement at any time in the course of the Price Agreement and during the three (3) year period established by ACCESS TO RECORDS. Audits shall be conducted in accordance with generally accepted auditing standards.

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. 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 EARLY TERMINATION OF PRICE AGREEMENT and REMEDIES. In addition, the Contractor agrees to abide by the standards of the Office of the Comptroller set forth in May, 2002 Office of Justice Programs (OJP) Financial Guide, including without limitation in accordance with Office of Management and Budget (OMB) Circulars A87, A-102, A-122, A-128, A-133. All financial records, supporting documents, statistical records and all other records pertinent to this Price Agreement shall be retained by the Contractor for a minimum of five (5) years for purposes of State of Oregon or the OJP Financial Guide from the Office of the Controller and apprise itself of all rules and regulations set forth.

27. EMPLOYEES NOT TO BENEFIT: No City employee or elected official of the City shall be admitted to any share or part of this Price Agreement or to any benefit that may arise there from; but, this provision shall not be construed to extend to this Price Agreement if made with a corporation for its general benefit.

28. CONFLICT OF INTEREST: Contractor hereby certifies that, if applicable, its Price Agreement proposal is made in good faith without fraud, collusion or connection of any kind with any other proposer of the same request for proposals or other City procurement solicitation(s), that the Contractor as a proposer has competed solely on its own behalf without connection or obligation to, any undisclosed person or firm. Contractor certifies that it is not a City official/employee or a business with which a City official/employee is associated, and that to the best of its knowledge, Contractor, its employee(s), its officer(s) or its director(s) is not a City official/employee or a relative of any City official/employee who: i) has responsibility in making decisions or ability to influence decision-making on the Price Agreement or project to which this Price Agreement pertains; ii) has or will participate in evaluation or management of the Price Agreement; or iii) has or will have financial benefits in the Price Agreement. Contractor understands that should it elect to employ any former City official/employee during the term of the Price Agreement then that the former City official/Contractor employee must comply with applicable government ethics and conflicts of interest provisions in ORS Chapter 244, including but not limited to ORS 244.040(5) and ORS 244.047, and the City's Charter, Codes and administrative rules, including lobbying prohibitions under Portland City Code Section 2.12.080.

SPECIAL TERMS AND CONDITIONS

29. CITY FURNISHED PROPERTY: No materials, labor or facilities will be furnished by the City unless otherwise provided for within this Price Agreement.

30. ADDITIONAL SERVICES The City reserves the right to procure additional services for additional City bureaus beyond those stated in the Price Agreement documents at the same prices in the Price Agreement. Price increases will be allowed, but shall be in keeping with Attachment A of this Price Agreement. Such additional services are not guaranteed and will be made at the City's sole discretion based upon the requirements of City bureaus.

31. RIGHT TO CHANGE: The City reserves the right to order changes to the goods, materials, equipment and services outlined herein. The City and the Contractor shall determine a fair and equitable cost and if required, additional time for such changes. All such changes shall be ordered in writing and agreed to by the Parties.

32. NOTICE: Except as otherwise stated in this Price Agreement, any notice or demand to be given under this Price 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:

CONTRACTOR:

XXXXX
XXXXX
XXXXX

CITY:

City of Portland
Procurement Services
1120 SW 5th Ave, Rm 750
Portland, OR 97204

ATTN:

ATTN: Jim Van Nest

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.

33. EARLY TERMINATION OF PRICE AGREEMENT: The City and the Contractor, by mutual written agreement, may terminate the Price Agreement at any time. The City, on thirty (30) days written notice to the Contractor, may terminate this Price Agreement for any reason deemed appropriate in its sole discretion. Either the City or the Contractor may terminate this Price Agreement in the event of a material breach of the Price 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 the Party's intent to terminate. If the Party has not entirely cured the breach within seven (7) days of the notice, then the Party giving the notice may terminate the Price Agreement at any time thereafter by giving a written notice of termination.

34. SUSPENSION OF THE WORK: The City may at any time give notice in writing, by electronic mail, or by facsimile to the Contractor to suspend this Price Agreement. 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.

35. PAYMENT ON EARLY TERMINATION: In the event of termination under EARLY TERMINATION OF PRICE AGREEMENT hereof, the City shall pay the Contractor for goods and services in accordance with the Price Agreement prior to the termination date and delivered to City provided that such goods and services conform to Price Agreement specifications and are of use to the City. In the event of termination under EARLY TERMINATION OF PRICE 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 Price Agreement prior to the termination date subject to set off of excess costs, as provided for in Remedies. In the event of early termination all of the Contractor's work product shall become and remain property of the City. 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 Price Agreement.

36. REMEDIES: In the event of termination under EARLY TERMINATION OF PRICE AGREEMENT by the City due to a breach by the Contractor, then the City may procure services outstanding from another contractor and the Contractor shall be liable for additional re-procurement costs incurred by the City. The City also shall be entitled to any other equitable and legal remedies that are available. Except as expressly contained in this Price Agreement, the remedies for a breach of this Price Agreement shall not be exclusive, or construed as a limitation on any other equitable and legal remedies that are available or may become available.

37. PERMITS AND LICENSES: The Contractor shall be required to have or obtain, at their expense, any and all permits and licenses required by the City and/or County, state and Federal (except FCC radio licenses), pertaining to the materials and services to be provided.

38. INTELLECTUAL PROPERTY: The City requires the following regarding copyrighting and patent pending on work products pertaining to this Price Agreement:

a. Copyright: All work products of the Contractor which result from this Price Agreement are the exclusive property of the City. If this Price Agreement results in a copyright, the City of Portland reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for governmental purposes, the work or the copyright to any work developed under this Price Agreement and any rights of copyright to which the Contractor or its sub-vendor, purchases ownership with grant support.

b. Patent: If this Price Agreement results in the production of patentable items, patent rights, processes, or inventions, the Contractor or any of its sub-vendors shall immediately notify the City. The City will provide the Contractor with further instruction on whether protection on the item will be sought and how the rights in the item will be allocated and administered in order to protect the public interest, in accordance with federal guidelines.

39. SPECIFICATIONS: This Price Agreement authorizes the Contractor to provide and the City to procure those goods, materials, equipment and services, and establishes the terms and conditions for the City to obtain said goods, materials, equipment and services from the Contractor. Goods, materials, equipment and services to be provided under this Price Agreement are described in the Attachments hereto. The Contractor shall provide to the City those goods, materials, equipment and services described in the attachments in accordance with the prices shown herein. Payment shall be made only in accordance with the payment schedule identified herein.

40. 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 Price Agreement.

Contractor agrees to hold in confidence any and all information of the City's it receives while performing any of the contemplated function of the Price Agreement and shall not disclose any such information to third parties.

41. NEWS RELEASES AND PUBLIC ANNOUNCEMENTS: The Contractor shall not use in its external advertising, marketing programs, or other promotional efforts, any data, pictures or other representatives of the City, except with prior specific written authorization from the City.

Contractor shall not issue any news release or public announcement pertaining to this Price Agreement or the project 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 (3) business day period, the request shall be deemed denied.

42. INTERGOVERNMENTAL COOPERATIVE PROCUREMENT: The Contractor agrees to extend identical prices and services under the same terms and conditions to all public agencies. Quantities stated in this Price Agreement reflect the City of Portland usage only.

Any public agency that wishes to purchase items will execute its own contract with the awarded Contractor for its requirements. The Contractor, in its sole discretion, may decline to extend the prices and terms of this Price Agreement to any and/or all other public agencies. If the Contractor enters into a contract with any public agency on terms or prices other than that outlined in this Price Agreement or in conjunction with a competitive bid process, then there is no reporting requirement to City of Portland.

43. INTERGOVERNMENTAL COOPERATIVE ADMINISTRATIVE FEE (CAF): A 1.0% annual cooperative administrative fee ("CAF") on Eligible Revenues will be paid to the City for any Intergovernmental Cooperative Procurement contracts that Contractor agrees to enter into under identical prices and terms and conditions to this Agreement and which did not result from a competitive bid process ("Eligible Contracts"). The pricing extended to Participating Entity shall be the purchase price before promotional discount as outlined in Attachment B charged to the City of Portland under this Price Agreement (#310005xx) for each product. Eligible Revenues shall mean the revenues on Eligible Contracts. In the event that the City exercises its unilateral right to Early Termination under clause 33(b), then Contractor will no longer be liable to City of Portland for any CAF otherwise due and payable to City of Portland.

VOLUME SALES REPORTS: When other Participating Entities are offered the same terms and conditions as the original Contract/Price Agreement between the Contractor and the City, Contractor shall provide a twice yearly Volume Sales Report to the City of Portland. The reports shall include the complete and accurate details regarding all transactions pertaining to sales under the Price Agreement terms and conditions for that Reporting Period. The Contractor shall provide the Volume Sales Reports regardless whether or not any sales have been conducted. When no sales have been recorded for the period a report must be submitted by so stating "NO SALES FOR THIS PERIOD".

Volume Sales Reports may be submitted either by email, US post or electronically and will be submitted on the City's standard document. The Contractor will submit the Volume Sales Reports to:

Celeste King, CPPO
Procurement Supervisor
Procurement Services
1120 SW Fifth Avenue, Room 750
Portland, OR 97204

Email: celeste.king@portlandoregon.gov

The City reserves the right to terminate this Price Agreement if the Volume Sales Reports are not received on a timely basis as described herein, provided however that the Contractor is granted the right to cure any breach in this regard within thirty days (30) of written notice by the City of said breach.

The sales information shall be supplied to the City of Portland, Procurement Services Division for the following Reporting Period of January 1 - June 30 and July 1 – December 31. All reports are due by the 30th day following the end of the Reporting Period.

During the term of this Price Agreement and for the sales during the previous Reporting Period, the Contractor shall remit CAF payments to the City of Portland within thirty (30) days of City's receipt of Volume Sales Report . The Contractor shall be responsible for timely reporting and payment. . The City reserves the right, at its own expense, to audit Contractor's records and other pertinent data as indicated herein in Section 26 Audits .

CAF PAYMENTS: Contractor shall remit CAF payments in the form of a check to:

Procurement Services, Operations
1120 SW Fifth Avenue, Room 750
Portland, OR 97204

All payments shall be due thirty days after the City's receipt of the Volume Sales Report. The CAF will NOT be reflected as a separate line item charge to authorized purchasers. Contractor's bid prices shall reflect all of the Contractor's charges

PROPOSAL NO. 116619

to authorized purchasers. City of Portland CAF shall be calculated based upon Participating Entity Volume Sales Report limited to paid-for purchases, net of returns, discounts and credits made by the Participating Entity. The calculation will be as follows:

City of Portland Price \$100.00 Markup 1% Participating Entity pays \$101.00; rebate to be paid to the City of Portland = \$1.00 (\$101-(\$101/1.01))

DEFINITIONS:

Participating Entity shall be any public/governmental organization utilizing this Agreement in accordance with purchasing procedures mandated by Local and State procurement statutes and regulations.

Reporting Period means the twice yearly reporting of sales as conducted via cooperative procurement under this Agreement/Contract.

Intergovernmental Cooperative Procurement means the Contractor will consider, on a case by case basis and in its sole discretion, whether to extend the products and services provided under this Price Agreement with the same terms and conditions to all public agencies. Quantities stated in this bid reflect the City of Portland usage only. A public agency wishing to purchase items will execute its own contract with the awarded Contractor for its requirements. Participating Entities may utilize City contracts through Intergovernmental Cooperative procurement if the Price Agreement is determined by the Participating Agency to have been awarded in compliance with their bidding requirements and there is no statutory provision prohibiting such purchase.

44. ANNUAL USAGE REPORT: The Contractor may be required to make available to the City product and/or service usage reports resulting from the Price Agreement award. The reports will include all transaction activities including Intergovernmental Cooperative Purchasing usage resulting from the award. Report schedule due dates and content will be determined by the City of Portland. Usage reports will be delivered as requested by Procurement Services.

45. OREGON HAZARD COMMUNICATION RULES: The Contractor must comply with all provisions of OAR 437, Subsection H: Hazardous Materials. Inquiries concerning compliance should be directed to any office of the Accident Prevention Division or the Workers' Compensation Department central office in Salem

Material Safety Data Sheets (MSDS) shall be provided along with delivery of the product to each Bureau or Division that receives merchandise. The City does not have a centralized Hazard Communication Rules program and supplying MSDS's to one location does not qualify as compliance.

The City reserves the right to refuse and withhold payment for shipments that are not properly labeled or for which an MSDS has not been provided. Noncompliance with OAR 437 is violation of this Price Agreement and justifiable cause for cancellation.

46. NON-EXCLUSIVE AGREEMENT: The City may, but is not required, to purchase any goods or services under this Price Agreement. Good or services will be requested on an as needed basis, therefore there is no guarantee of goods to be purchased or services requested under any resulting agreement. Payment shall be made only for goods actually ordered, delivered, and accepted, whether greater or less than the original estimated quantities. This Price 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 from other providers.

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

ARTICLE IV. This Price Agreement may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same agreement. It is understood and agreed by the Parties hereto that:

1. Any reference in this Price Agreement to the scope of work or specifications is intended as a convenience to the Parties in administration of the Price Agreement. Therefore, in the absence of an express statement to the contrary herein, any restatement or partial restatement in this Price Agreement of any provision of the scope of work or specifications is not intended, nor shall be construed to change, alter, modify, amend, or delete the requirements of the scope of work or specifications.
2. All statutory, charter and ordinance provisions applicable to public contracts in the City of Portland and State of Oregon shall be followed with respect to this Price Agreement.
3. Contractor hereby certifies that, if applicable, its Price Agreement proposal is made in good faith without fraud, collusion or connection of any kind with any other proposer of the same request for proposals or other City procurement solicitation(s) that the Contractor as a proposer has competed solely on its own behalf without connection or obligation

ATTACHMENT A

1. INTRODUCTION

City of Portland (City), Portland Bureau of Transportation (PBOT) is a community partner shaping a livable community. Streetlights provide safer streets and aid navigation during the dark hours of the day. The City owns approximately 55,000 streetlights of which 11,000 are currently maintained by the City and 44,000 are currently maintained by PGE.

The effort required is to replace existing HPS streetlights which are currently maintained by PGE with LED streetlights. The effort primarily includes removing the existing HPS luminaires and installing LED luminaires on City and Utility (PGE, PP&L, Centurylink, and/or Comcast) owned poles. The streetlights maintained by PGE are subject to National Electric Safety Code standards, as well as Oregon Public Utility Commission administrative regulations and PGE tariffs (the "NESC streetlights"). During the effective term of the Price Agreement, the Contractor will also perform maintenance work on streetlights. The City will supply LED luminaires and materials as identified in this Price Agreement. The City will also provide a hand held device (Trimble), which the Contractor will use in the field to verify and update the City's street lighting database.

2. SCOPE OF WORK

The Contractor shall provide labor, equipment, materials and any incidental work necessary to completely replace existing HPS luminaires with LED luminaires on approximately 44,000 NESC streetlights. The Contractor shall comply with applicable environmental laws and regulations regarding handling of hazardous substances, and shall take appropriate measures to ensure the safe handling of such substances as Contractor may encounter in the performance of the Price Agreement. This work will be performed on City-owned poles, which are currently maintained by PGE, and poles owned by Utility Companies (PGE, PP&L, CenturyLink, and or Comcast) located on residential, collector, and arterial streets and City Parks. Incidental related work shall include traffic control, safety check, installation of photoelectric cells, verification of supply voltage, verification and updates to a streetlight database, and recycling services (luminaires, lamps, photocontrols and miscellaneous materials). In addition, the Contractor will be called upon for other work, such as (but not limited to): removal and/or installation of luminaire arm; installation of a disconnect or in-line fuse, replacement or installation of span wires between poles, adjustments to line wire, replacement of luminaires, and repair of outages.

TECHNICAL REQUIREMENTS

3. CONTRACTOR'S MINIMUM QUALIFICATIONS

The Contractor shall have certified journeyman linemen who have successfully completed the apprenticeship program of the Oregon State Apprenticeship and Training Council, and are thus capable of performing as Qualified Workers as described in 29 CFR 1910.269. The Contractor shall be a licensed electrical contractor in the state of Oregon and will have experience and qualification in installing streetlights on utility poles in compliance with the applicable requirements of OSHA, OPUC Safety Rules, the NESC and/or NEC by Qualified Workers and as described in 29 CFR 1910.269. Contractor shall submit documentation demonstrating its Qualified Worker training program prior to final signature on the Price Agreement. By submitting a proposal the Proposer is certifying that all electricians who would perform under the Price Agreement are Qualified Workers as described above. The Contractor must have a City business license.

4. PURCHASE AND STORAGE OF GOODS AND MATERIALS

The City shall purchase and provide to the Contractor LED luminaires for the specific road classification and/or application, photocontrols, luminaire arms, in-line fuses, disconnects, fuses as needed, daily report forms, and wiring for this work. The City will provide a central storage and staging area at the Albina Yard Stores, 3150 N. Mississippi, Portland, Oregon where LED luminaires and other materials will be delivered, stored, picked-up and prepared for installations, and also where the Contractor will deposit the removed HPS luminaires and materials into respective recycling storage bins. The Contractor shall have reasonable access to the stored goods and materials. Details about the hours of access will be finalized after the Contractor is selected. Alternatively, the Contractor may provide staging areas.

The Contractor shall complete an orderly conversion of the City's NESC streetlight conversion to LEDs. The City will coordinate and provide maps and database listings of the pole locations where the Contractor will be performing group LED replacements. The City will also provide the Contractor a hand held device(s) (Trimble) to use for the duration of the Price Agreement. The device will serve as the link to the City's Streetlighting Database and the Contractor will use the hand held device to update the streetlight data.

The Contractor shall complete project reports described herein and will meet all applicable federal, state, utility, and City rules, regulations, and requirements, including having Qualified Workers conduct LED replacement and maintenance work on NESC streetlights.

5. RESPONSIBILITIES OF THE CONTRACTOR:

The Contractor shall perform the tasks listed below, and shall work closely with designated City personnel to accomplish these goals.

PROPOSAL NO. 116619

Work under the Price Agreement must be performed by Qualified Workers, as described in 29 CFR 1910.269. The work shall be conducted in compliance with all applicable requirements of OSHA, OPUC regulations, utility tariffs, the NESC and/or NEC.

Group LED Installation – Work performed under this process will be done on a block by block basis in a geographically successive order using maps provided by the City. The work involves removing an existing HPS luminaire and photocell, repairing a pole and arm as necessary, installing a new LED luminaire and photocell and repeating the process until all of the identified HPS luminaires are replaced. The 44,000 group installations should be completed within two years, which means, given 260 working days per year, that the contractor should average between 75 and 100 installations per day.

The Group LED installation process will be paid according to the Price Proposal Form in the approximate quantities listed. The work involves removal and disposal of approximately 44,000 existing HPS luminaires and photocells and installation of new LED luminaires and photocontrols.

All LED luminaires will be installed according to the manufacturer's instructions by a crew including at least one journeyman lineman. After replacing the HPS luminaire with LED luminaires the Contractor will test operation of the streetlights. Work includes, but may not be limited to:

1. Coordinate and Schedule any needed power disconnections and reconnections with PGE.
2. Provide traffic control.
3. Identify the pole location and verify map and pole number, update database if needed.
 - If luminaire is already LED, make a note to report to City representative and skip to the next location.
 - If luminaire arm is missing, make a note to report to City representative and skip to the next location.
4. Prepare and bench test LED luminaire and photocontrol for installation. Scan LED luminaire bar code.
5. Perform safety check:
 - Check for primary and secondary power lines and transformer if present to determine the best approach for the luminaire and luminaire arm.
 - Check tree/vegetation. If tree vegetation is obstructing the streetlight make a note to report to City representative and skip to the next location.
 - Check supply line to the streetlight ensuring the drip loop is not touching any other wires or equipment. If touching other equipment or violating NESC rule make adjustment if necessary, note work done in daily report form.
6. Check luminaire arm for structural integrity (e.g., if bolts are loose tighten the bolts). If luminaire arm and/or wind rod is damaged or non-repairable make a note to report to City representative and skip to the next location.
7. Check line voltage to the luminaire, update database if necessary.
8. Remove existing HPS luminaire.
9. Install inline fused disconnect on street light only pole if power is fed overhead.
10. Install inline fused disconnect in street light only pole hand hole or in junction box if power is fed underground.
11. If pole replacement has been directed by City, remove existing pole and install junction box in old pole location. Then install pole and mast arm within five feet of junction box. City will identify pole location that does not block driveway access or conflict with ADA requirements.
12. Install LED luminaire and Photocontrol.
13. Provide and install #10 AL triplex overhead electrical lines between poles per instruction of a City representative and per City and Utility standards for installation. Follow safety check procedures outlined above.
14. Confirm successful operation of the luminaire.
15. Note wattage of removed HPS luminaire and LED replacement model. Prepare and store removed luminaire for recycling.
16. Utilize a main vehicle (bucket truck) equipped with Type D Arrow Board for mobile operation.
17. Comply with applicable environmental laws and regulations regarding handling of hazardous substances, and take appropriate measures to ensure the safe handling of such materials as may be encountered in the performance of the Price Agreement.

Spot Replacement – Spot Replacement is replacement of photocells, individual luminaires or pole mast arm and luminaire due to failure or damage not covered under Contractor's warranty. Spot replacement may include replacement of worn mast arms, installation of fuses, new and/or relocation of street lights, line extensions, and other street light maintenance. The City will notify Contractor in writing or by email on an on-call basis for all spot replacement work. All spot replacement orders will come from the City's representative. Contractor shall complete the spot replacement within one week of notification and availability of City supplied materials. When completed, Contractor will be responsible to complete and return a daily report to the City Representative. The Contractor shall be paid the fee for the Spot Replacement item shown in the Price Proposal Form to compensate for additional mobilization including travel to/from the location and preparation for work performed outside the group installation schedule. There shall be no additional compensation if replacement of the photocell with a city supplied photocell corrects the failure. Spot Replacement tasks may include but not be limited to:

1. Spot replacement of HPS to LED streetlight – Follow the same procedures as outlined above.

PROPOSAL NO. 116619

2. Spot Installation of luminaire arm and LED streetlight - Follow the same procedures as outlined above except luminaire arm will be installed first, see ODOT Detail Drawing DET4300.
3. Spot Removal of luminaire arm and luminaire and the corresponding supply line per City representative's instruction. Follow same procedures above except no LED luminaire installation.
4. Spot Installation of electrical lines between poles per instruction of a City representative and per City and Utility standard installation. Follow safety check procedures outlined above.
5. Spot Installation of disconnect or in-line fuse between the supply line and the luminaire per City representative's instruction. Follow safety check procedures outlined above.
6. Spot Replacement of non-functioning light – This task may result from luminaire, Photocell, or other equipment failure. Follow procedures outlined above.

For both Group LED Installation and/or Spot Replacement, the Contractor shall note the work in the daily report. The Contractor shall update the database by use of a Trimble, a hand held asset management device, which will be provided by the City along with training, upload, and download procedures. Contractor shall abide by Trimble operations requirements and be responsible for safeguarding this asset.

Flagging – The Contractor shall provide and maintain such signs, barricades and warning lights as are necessary to warn and protect the public at all times if affected by work operations. In addition, Contractor shall also provide all necessary flag persons and guards necessary to warn and protect the public. Each flagger on duty shall wear a hard-hat and vest to conform to ODOT and/or OSHA requirements and shall be equipped with a highly visible, reflectorized "Stop/Slow" hand sign conforming to current standards for daylight use and with illuminated stand areas of high visibility for night use.

For work zones on low volume roads that require flaggers, a single flagger may be adequate if the flagger is visible to approaching traffic for all directions.

- Flaggers shall meet the following requirements:
- Completed and passed an ODOT approved work zone, traffic control course within the past three years.
- The mental and physical ability to provide timely, clear, and positive guidance.
- A neat appearance
- A courteous but firm manner

When required by the approved traffic control plan, flagging shall be paid for the actual hours flagging stations are staffed.

General Maintenance

As the LED streetlights are installed, the City will assume maintenance responsibility. The Contractor will perform general maintenance for these street lights in an orderly manner. This type of work may occur throughout the City or may be coordinated with the Group LED Installation process. General maintenance may include replacement of worn mast arms, installation of fuses, new and/or relocation of street lights, line extensions, pole removal and/or installation, and other street light maintenance. The City will notify Contractor using a City Trouble Ticket Dispatch Report on a regular basis, generally daily, of all general maintenance work. All general maintenance dispatch reports will come from the City's Representative. When completed, Contractor will be responsible to complete and return the Trouble Ticket Dispatch Report to the City Representative. The Contractor will normally have 10 working days from time of notification to complete an outage repair. Outage repairs may be efficiently bundled together. Under special circumstances, such as access issues, an outage repair may be scheduled for a later date. Extensive repairs such as pole replacements may require longer lead times.

6. DELIVERABLES AND SCHEDULE

Deliverables shall be considered those tangible resulting work products that are to be delivered to the City such as reports, draft documents, data, interim findings, drawings, schematics, training, meeting presentations, final drawings and reports. The Contractor is encouraged to provide deliverables in accordance with the City's Sustainable Paper Use Policy. The policy can be viewed at: <http://www.portlandonline.com/omf/index.cfm?c=37732>.

The following deliverables shall be provided on a daily, weekly, bi-weekly, monthly or other basis as needed, and shall include but not be limited to:

A. Daily report submitted at the beginning of the next work day, by fax or email, detailing the number of streetlights removed, number of LED streetlights installed, number of poles skipped and reason why the poles were skipped, and any incident or situation and additional work that happened during the work day.

B. Pay request will be on a monthly basis and will detail work performed per line item as specified in the Price Agreement and any negotiated work performed during that time.

7. WARRANTY

The Contractor represents and warrants that (i) Contractor shall perform all Services set forth herein in a good and workmanlike manner, in conformance with the Specifications and requirements of the Price Agreement, and in accordance with the highest applicable professional and/or industry standards; (ii) Contractor warrants that each of Contractor's employees assigned to perform Services has the proper skill, training, and background to be able to perform Services in a competent, timely, and

PROPOSAL NO. 116619

professional manner and that all Services shall be so performed; and (iii) Contractor shall, at all times during the term of the Price Agreement, maintain and keep current all licenses and certifications required to perform the work set forth in the Price Agreement.

Warranty work shall have a 2-year warranty period from the date of its completion and acceptance by City. Contractor shall make all necessary repairs and replacements to remedy any and all defects, breaks, or failures of the Work occurring within the warranty period. Such repairs and replacements shall conform to the specifications under which the Contractor originally performed the work. The City shall notify the Contractor if such problems occur within the 2 year period. Contractor shall also repair any damage or remedy any disturbance to property or improvements if caused by the Contractor's work and if the damage or disturbances occurs within the warranty period. If Contractor performs warranty work, the warranty work also shall have a 2 year warranty period from the date of its completion and acceptance by the City.

The City will provide the Contractor with written Notice of the need to perform warranty work unless it is determined that an emergency exists, that delay would cause serious additional loss or damage, or if any delay in performing the work might cause injury to any member of the public. If the Contractor, after written Notice, fails within 10 days to comply with the City's request, the City has the right to perform the warranty work either by hiring another Contractor or by using its own forces. In that event, the Contractor and its Surety shall be liable to the City for the cost of the work performed and any additional damage suffered by the City.

Contractor shall provide a bond during the 2 year warranty period to guarantee the Contractor's performance of warranty work. Contractor shall provide to the City a bond in the amount of 20% of the final Price Agreement.

Contractor represents and warrants that it is in compliance with, and for the duration of the Price Agreement shall remain in compliance with the standards and requirements of ORS 279.835 (4).

8. PERIOD OF PERFORMANCE

Estimated schedule includes a Price Agreement start date of July 1, 2014. The initial term of this Price Agreement shall begin on the Effective Date and shall expire two (2) years later unless terminated sooner as provided herein. The Parties may agree, by mutual consent, to extend the Price Agreement for an additional three (3) years, taken individually or in multiple years. At least thirty (30) days prior to the expiration of the initial term, or extension, the Parties shall commence discussions if they desire to extend the Price 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 Price Agreement. The total term of this Price Agreement shall not exceed five (5) years.

9. WORK PERFORMED BY THE CITY

PBOT staff shall make available sufficient hours of staff personnel as is required to meet with the Contractor and provide such information as required. PBOT has assigned the following personnel to this project:

- Project Manager – Tod Rosinbum
- Project Engineer – Norberto Adre

PBOT will perform the following other specific duties:

- Provide LED luminaire, PE Cells, luminaire arms, wind rods, disconnects, in-line fuses, and wires
- Provide area maps where the group replacement work will take place.
- Provide hand held devices (Trimbles) and training on how to use the devices.
- Inspections and monitoring of the project.
- Provide instruction and direction for additional work that the Contractor might perform.

A Trimble is a hand held asset management device. The City will provide the Trimble, along with training, upload, and download procedures.

10. PLACE OF PERFORMANCE

The work will be performed on City-owned poles, which are currently maintained by PGE, and poles owned by Utility Companies (PGE, PP&L, CenturyLink, and or Comcast) located on residential, collector, and arterial streets and Parks within the City of Portland limits.

11. PUBLIC SAFETY

Contractor shall comply with the following security requirements:

- Work performed on City or Utility owned poles must be in compliance with the applicable requirements of OSHA, OPUC Safety Rules, the NESC and/or NEC, and shall ensure all such work is performed by a Qualified Worker as described in 29 CFR 1910.269
- Temporary traffic control must satisfy Oregon Temporary Traffic Control Handbook for operation of three days or less. Do not close any traffic lanes on arterial streets with more than 15,000 average daily traffic (ADT), Monday

through Friday, between: 6:00 am – 9:00 pm and 3:00 pm – 6:00 pm. Modified temporary traffic control will be subject to the City Engineer's approval.

Locations with limited access include the following:

- Some streets may be off limits during holidays.

12. TIME IS OF THE ESSENCE: 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 seven (7) days of written notice by the City, the City may 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 REMEDIES.

13. CONSIDERATION: Unit price payments shall be made to the Contractor by the City on a monthly basis for the total services provided to the City's specified location and accepted by the City. Acceptance occurs when the City authorizes payment of the invoice. Unit prices shall be exclusive of any sales, purchaser, or consumer tax. Tax exemption certificates will be furnished to the Contractor upon request. Product payments shall be in accordance with Attachment B.

14. DELIVERY: Services shall be provided to the City of Portland, Bureau of Transportation, and pricing is inclusive of all costs. Services shall be performed no later than the times established in the Price Agreement and/or with each trouble ticket.

Prices include all costs associated with delivery, assembly, setup, and proper disposal of packaging material. Pricing is exclusive of any sales, purchaser, or consumer tax. Tax exemption certificates will be furnished to the Contractor upon request.

15. ESCALATION/DE-ESCALATION CLAUSE: Pricing established in this Price Agreement may be adjusted up or down after the initial first year. Requests for increases shall be supported by submission of documentation which justifies the Contractor's request such as: prices in effect to all similar classes of customers; documentation of cost increases affecting prices in this Price Agreement, or an available price index or industry index documenting price increases affecting work performed under this Price Agreement. Additionally, all price reductions shall be passed on, in total, as of the effective date. The City shall have the option of accepting the price increase or canceling the balance of the Price Agreement. The Contractor shall notify the City of all price increases and decreases as far in advance of the effective date as possible. No upward price adjustment of any sort shall be allowed during the first year of the Price Agreement period. All decreases shall be passed on to the City as of the effective date, not at the end of the first year. All adjustments to pricing shall be finalized by both parties executing an amendment to this Price Agreement.

ATTACHMENT B - PRICING (INSERTED PER CONTRACTOR'S PROPOSAL)

APPENDIX A

Contractor shall observe all applicable state and local laws pertaining to public contracts including the City's Equal Benefits Ordinance and its administrative rules, all of which are incorporated by this reference. Failure to comply with the Ordinance permits the City to impose sanctions or require remedial actions as stated in Section 13.1 of the rules. ORS Chapters 279A, 279B and 279C require every public contract to contain certain provisions. Pursuant to those chapters, the following provisions shall be a part of this contract, as applicable.

- Pursuant to ORS 279B.220, on every public contract, the contractor shall make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract; shall pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract; not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished, and; pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
- Pursuant to ORS 279C.505, on public improvement contracts, 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. Contractor shall demonstrate that an employee drug-testing program is in place.
- Pursuant to ORS 279C.510 (1), in every public contract for demolition the contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective. Pursuant to ORS 279B.225 and 279C.510 (3) in every public contract and every public improvement contract for lawn and landscape maintenance, the contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.

PROPOSAL NO. 116619

- Pursuant to ORS 279B.230(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 services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.
- Pursuant to ORS 279B.230(2), in every public contract, 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 279B.235(1), persons may not 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 when the public policy absolutely requires it. In such cases, the employee shall be paid a) at least time and half pay for all overtime in excess of 8 hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or b) for all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and c) for all work performed on Saturday and on any legal holiday specified in ORS 279B.020.
- Pursuant to ORS 279C.515(1), on public improvement contracts, 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 279C.515 shall not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims.
- Pursuant to ORS 279C.515(2), on public improvement contracts, if the contractor or a first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract within 30 days after receipt of payment from the contract agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the contractor or first-tier subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the contracting agency or from the contractor, but the rate of interest may not exceed 30 percent. The amount of interest may not be waived.
- Pursuant to ORS 279C.515 (3), in every public improvement contract and every contract related to the public improvement contractor, if the contractor or subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.
- Pursuant to ORS 279C.520, 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 279C.100, 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 279C.540. 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 279C.100, 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 279C.540 (1) (b)(B) to (G) and for all time worked in excess of 10 hours a day or in 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 279C.530(1), in every public improvement 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, subject to ORS 279C, all employers working under the contract are subject employers that shall comply with ORS 656.017.
- Pursuant to ORS 279C.580(3)(a), the contractor shall include in each public improvement subcontract for property or services entered into by the contractor and a subcontractor, including a material supplier, for the purpose of performing a construction contract, a payment clause that obligates the contractor to pay the subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the contractor by the public contracting agency under such contract, and an interest penalty clause that obligates the contractor to pay to the subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract pursuant to ORS 279C.580 (3), for the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made, and computed at the rate specified in ORS 279C.515 (2).
- Pursuant to ORS 279C.580(4), the contractor shall include in each of its subcontracts for a public improvement, for the purpose of performance of such contract condition, a provision requiring the subcontractor to include a payment clause and an interest penalty clause conforming to the standards of ORS 279C.580 (B) (4) in each of its subcontracts and to require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.
- Pursuant to ORS 279C.830(1)(a) workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840.

July 25, 2008