

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF APPROVING AN) RESOLUTION NO. 92-1613
RFP FOR A FINANCIAL IMPACT STUDY)
OF A TRI-MET/METRO MERGER) Introduced by Councilor
Tanya Collier

WHEREAS, The FY 91-92 budget of the Office of Government Relations contains \$40,000 for a study of issues relating to the potential transfer of Tri-Met to Metro; and

WHEREAS, The Office of Governmental Relations has prepared a Request for Proposals for a study to assess the potential financial impact of merging Tri-Met and Metro; and

WHEREAS, The study will not be completed in FY 91-92; and

WHEREAS, Section 2.04.033 (a) (1) of the Metro Code requires Council approval of contracts which commit the District to the expenditure of funds beyond the current fiscal year; and

WHEREAS, Section 2.04.033 (b) of the Metro Code authorizes the Council to waive approval of a multi-year contract at the time it approves the RFP for the contract; and

WHEREAS, The financial impact study is being commissioned solely for the purpose of determining whether a merger would produce a financial benefit for the citizens, taxpayers, and transit riders of the region, and does not imply that such a merger will be ordered; now, therefore,

BE IT RESOLVED,

That the Council of the Metropolitan Service District authorizes the issuance of an RFP for a financial impact study of a Tri-Met/Metro merger, and authorizes the Executive Officer to

execute the contract with the contractor chosen through the competitive bid process.

ADOPTED by the Council of the Metropolitan Service District
this _____ day of _____, 1992.

NOT ADOPTED
Jim Gardner, Presiding Officer

EXHIBIT A

METROPOLITAN SERVICE DISTRICT REQUEST FOR PROPOSALS FINANCIAL IMPACT STUDY: Tri-Met/Metro Merger

INTRODUCTION

Metro The Metropolitan Service District (Metro) is a multi-purpose regional government serving the urbanized areas of Multnomah, Washington and Clackamas counties. It is responsible for the management of the Metro Washington Park Zoo, Oregon Convention Center, Portland Center for the Performing Arts, Civic Stadium and Memorial Coliseum. Metro plans for and operates the region's solid waste system and does planning in the areas of land use, transportation and urban growth management.

Metro is a directly elected government with twelve (12) (thirteen (13) effective January 1993) councilors elected from districts (4 year terms) and one executive officer elected region-wide (4 year term). Metro is financed by service charges and user fees, local government dues, federal and state grants, property taxes for the Zoo and Convention Center construction debt and an excise tax on its own services.

Tri-Met The Tri-County Metropolitan Transportation District of Oregon (Tri-Met) is a single-purpose authority which operates bus and light rail systems in the tri-county area of Multnomah, Washington and Clackamas county.

The Tri-Met Board (7 members) is appointed by the Governor from districts within the Tri-Met service area. Board members serve at the pleasure of the Governor in four year terms.

Tri-Met is financed by a payroll tax of up to six tenths of one percent on wages, federal and state grants and farebox revenue.

Statutory Authority Metro has authority under ORS 268.370 to order transfer of Tri-Met's transit system to Metro; specifically, "...the governing body of the metropolitan service district may at any time order transfer of the transit system of the transit district to the metropolitan district."

Metro is investigating whether a transfer (merger) would produce financial savings through consolidation of the two agencies. Metro has not determined that it will order a transfer of Tri-Met, and this RFP should not be construed as a step in a process that will result in transfer. The purpose of this RFP is to determine whether such a transfer has the potential to produce a financial benefit to the taxpayers and transit riders of the region. Any further action to investigate the possibility of transfer will

depend on the results of the financial impact study called for in this RFP.

STUDY OBJECTIVE

The primary objective of this study is:

To measure the potential financial impact of a merger between the Tri-County Metropolitan Transportation District (Tri-Met) and the Metropolitan service District (Metro).

PROPOSAL REQUEST

Metro is requesting development of a "scope of work" that defines the approach to answering the following five questions and addresses the three alternative organizational strategies described below.

Five Questions:

1. What would the effect of merger be on the long-term financial position of the Metropolitan Service District and Tri-Met?
2. What are the actual short-term costs for both agencies relative to merger?
3. What are the actual costs associated with merger of the retirement and pension systems of the two agencies?
4. What are the opportunities to restructure the revenue generating capacity of each entity?
5. What are the opportunities for increased efficiencies and reduction in the common costs of administration and overhead?

Organizational Alternatives:

1. Tri-Met retains its current board for a set time period. Board can hire/fire General Manager, approve labor contracts, purchase equipment, make operational decisions and retain current authorities. Metro Council approves budget and all taxes and ballot measures. Metro Executive Officer appoints board members. Board otherwise is an operating authority with broad powers. Board decisions are appealable to the Metro Council.
2. Metro establishes a new "Transportation Commission" with limited authority. Metro Council sets and approves budget; Executive Officer appoints members to the Commission with

Council approval. Commission hires/fires General Manager. Transportation Commission is an operating authority with limited powers. Most major decisions (changes in routes or fares) require Metro Council approval.

3. Tri-Met becomes a department of Metro, (similar to the Metro Washington Park Zoo). The Metro Council establishes a standing committee to oversee operations. The General Manager reports to the Executive Officer; some decisions appealable to the Council. Council action required for fare increases, route changes and major policy changes.

PROPOSAL INFORMATION

The 1991-92 FY budget contains an appropriation of \$40,000 to study this issue.

MINIMUM REQUIREMENTS

Proposers must meet the following minimum requirements:

1. Education and experience in public financial analysis.
2. Familiarity and experience in analyzing public pension systems, bonded indebtedness, and organizational strategies related to mergers and consolidations.

EVALUATION CRITERIA

- | | |
|--|-----------|
| 1. Experience in public financial analysis | 20 points |
| 2. Experience in business or government reorganization | 20 points |
| 3. References and reputation in financial community | 20 points |
| 4. Cost for services | 20 points |
| 5. Experience in managing a sensitive, public process | 20 points |

PROPOSAL INSTRUCTIONS

1. Deadline and Submission of Proposals:

Three copies of the Proposal shall be furnished to:

Attention: Betsy W. Bergstein
Office of Government Relations

Metropolitan Service District
2000 S.W. First Avenue
Portland, OR 97201-5398 until 5:00 p.m. PDT,
May 14, 1992.

Proposals will not be considered if received after
5:00 p.m. PDT, May 14, 1992.

All proposals must be clearly marked on the
exterior: "Proposal for Financial Impact Study:
Tri-Met/Metro Merger"

2. Basis for Proposals:

The Request for Proposals represents the most definitive statement Metro will make concerning information upon which the Proposals are to be based. Any verbal information which is not addressed in this Request for Proposals will not be considered by Metro in the evaluation process. All questions relating to the Request for Proposals should be addressed to Betsy W. Bergstein. Any questions, which in the opinion of Metro, warrant a written reply or Request for Proposals amendment will be furnished to all parties receiving this Request for Proposals.

3. General Proposal and Contract Conditions:

Limitation and Award --- This Request for Proposals does not commit Metro to the award of a contract, nor to pay any costs incurred in the preparation and submission of Proposals in anticipation of a contract. Metro reserves the right to accept any or all Proposals received as the result of this request, to negotiate with all qualified sources, or to cancel all or part of this Request for Proposals.

4. Contract Type:

Metro intends to award a Personal Services Agreement with the selected individual or firm for this project. A copy of the standard agreement form which the successful consultant will be required to execute is attached.

5. Validity Period and Authority:

The Proposal shall be considered valid for a period of at least 90 days and shall contain a statement to that effect. The Proposal shall also contain the name, title, address and telephone number of the individual(s) with authority to bind the firm during the evaluation period.

6. Terms of Agreement:

The initial term of this contract shall be from approximately May 21, 1992 through and including July 31, 1992, or completion of this issue.

PROPOSAL CONTENT

All Proposals must be submitted in the format described below. Submissions which do not address all questions posed or are otherwise incomplete will be deemed nonresponsive and not considered as part of this competitive process.

1. General Information. Provide name, address of provider, date established and brief description of individual or firm's background.
2. Describe number of personnel in firm, background, education, experience and general duties.
3. Describe background and professional credentials of the staff who would be assigned to perform this work. Attach resumes of relevant individuals.
4. Provide a copy of your firm's Affirmative Action Plan.
5. Provide a Scope of Work to address the five questions and three organizational strategies described above.
6. Provide references we may contact.

Attachment (Personal services contract)

The attached personal services contract represents a standard document approved by Metro General Counsel. Any proposed changes in the language or construction of the document must be raised and resolved prior to and as a part of the proposal evaluation process. Award of contract constitutes acceptance of the standard contract terms and conditions. Therefore, Metro shall consider subsequent requests for material changes to the contract as a request to withdraw the original bid.

Project _____
Contract No. _____

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between the METROPOLITAN SERVICE DISTRICT, a municipal corporation organized under ORS Chapter 268, referred to herein as "Metro," located at 2000 S.W. First Avenue, Portland, OR 97201-5398, and _____, referred to herein as "Contractor," located at _____.

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

1. Duration. This personal services agreement shall be effective _____, and shall remain in effect until and including _____, unless terminated or extended as provided in this Agreement.
2. Scope of Work. Contractor shall provide all services and materials specified in the attached "Exhibit A – Scope of Work," which is incorporated into this Agreement by reference. All services and materials shall be provided by Contractor in accordance with the Scope of Work, in a competent and professional manner. To the extent that the Scope of Work contains additional contract provisions or waives any provision in the body of this Agreement, the Scope of Work shall control.
3. Payment. Metro shall pay Contractor for services performed and materials delivered in the maximum sum of _____ AND ___/100THS DOLLARS (\$ _____), in the manner and at the time specified in the Scope of Work.
4. Insurance.
 - a. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:
 - (1) Broad form comprehensive general liability insurance covering personal injury and property damage, with automatic coverage for premises, operations, and product liability. The policy must be endorsed with contractual liability coverage; and
 - (2) Automobile bodily injury and property damage liability insurance.
 - b. Insurance coverage shall be a minimum of \$500,000 per occurrence, \$250,000 per person, and \$50,000 property damage. If coverage is written with an annual aggregate limit, the aggregate limit shall not be less than \$1,000,000.

- c. Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS. Notice of any material change or policy cancellation shall be provided to Metro 30 days prior to the change or cancellation.
- d. Contractor, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. Contractor shall provide Metro with certification of Workers' Compensation insurance including employer's liability.
- e. If required by the Scope of Work, Contractor shall maintain for the duration of this Agreement professional liability insurance covering personal injury and property damage arising from errors, omissions, or malpractice. Coverage shall be in the minimum amount of \$500,000. Contractor shall provide to Metro a certificate of this insurance, and 30 days' advance notice of material change or cancellation.
5. Indemnification. Contractor shall indemnify and hold Metro, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Agreement, with any patent infringement arising out of the use of Contractor's designs or other materials by Metro and for any claims or disputes involving subcontractors.
6. Maintenance of Records. Contractor shall maintain all of its records relating to the Scope of Work on a generally recognized accounting basis and allow Metro the opportunity to inspect and/or copy such records at a convenient place during normal business hours. All required records shall be maintained by Contractor for three years after Metro makes final payment and all other pending matters are closed.
7. Ownership of Documents. All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by Contractor pursuant to this Agreement are the property of Metro, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such documents.
8. Project Information. Contractor shall share all project information and fully cooperate with Metro, informing Metro of all aspects of the project including actual or potential problems or defects. Contractor shall abstain from releasing any information or project news without the prior and specific written approval of Metro.
9. Independent Contractor Status. Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall Contractor be considered an employee of Metro. Contractor shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work. Contractor is solely responsible for its performance under this

Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement. Contractor shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to Metro.

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

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

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

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

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

15. Modification. This Agreement is the entire agreement between the parties, and may only be modified in writing, signed by both parties.

CONTRACTOR

METROPOLITAN SERVICE DISTRICT

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____



METRO

2000 S.W. First Avenue
Portland, OR 97201-5398
503/221-1646

Memorandum

DATE: April 20, 1992
TO: Metro Councilors
FROM: Casey Short^g, Council Analyst
RE: Attached Information - Tri-Met Financial Study RFP

Attached is information regarding an item to be discussed under Councilor Communications/Committee Reports at your meeting of Thursday, April 23, 1992. Councilor Collier will present the report of the Governmental Affairs Committee.

The Presiding Officer referred this RFP to the Governmental Affairs Committee at the April 9 Council meeting. The Governmental Affairs Committee voted 3-1 to recommend it be forwarded to Council with no recommendation. Voting in favor were Councilors Collier, Bauer, and Gronke; Councilor Devlin voted no.

The attached information includes a revised draft of the RFP, as requested by Councilor Collier, which makes the following changes:

- Deletes reference to and citation of Metro's specific statutory authority to order transfer of the transit district to Metro. (pp. 1-2, original)

- Adds a paragraph explaining that the proposed study is for the purpose of determining whether a merger of the two agencies would produce financial savings, and is not to be construed as implying that a merger (or transfer) is a foregone conclusion. (pp. 1-2, revised)

- Deletes reference to potential public benefit of a merger. (p. 2, original)

- Changes effective dates of the beginning of the study.

Attached, in order, you will find the proposed revised version of the RFP, Executive Officer Cusma's memo to the Council of April 6, Resolution No. 90-1361, Committee Reports on that resolution, a March 31 letter from Tri-Met General Manager Tom Walsh to Executive Officer Cusma, and the original RFP.

METROPOLITAN SERVICE DISTRICT
REQUEST FOR PROPOSALS
FINANCIAL IMPACT STUDY:
Tri-Met/Metro Merger

INTRODUCTION

Metro The Metropolitan Service District (Metro) is a multi-purpose regional government serving the urbanized areas of Multnomah, Washington and Clackamas counties. It is responsible for the management of the Metro Washington Park Zoo, Oregon Convention Center, Portland Center for the Performing Arts, Civic Stadium and Memorial Coliseum. Metro plans for and operates the region's solid waste system and does planning in the areas of land use, transportation and urban growth management.

Metro is a directly elected government with twelve (12) (thirteen (13) effective January 1993) councilors elected from districts (4 year terms) and one executive officer elected region-wide (4 year term). Metro is financed by service charges and user fees, local government dues, federal and state grants, property taxes for the Zoo and Convention Center construction debt and an excise tax on its own services.

Tri-Met The Tri-County Metropolitan Transportation District of Oregon (Tri-Met) is a single-purpose authority which operates bus and light rail systems in the tri-county area of Multnomah, Washington and Clackamas county.

The Tri-Met Board (7 members) is appointed by the Governor from districts within the Tri-Met service area. Board members serve at the pleasure of the Governor in four year terms.

Tri-Met is financed by a payroll tax of up to six tenths of one percent on wages, federal and state grants and farebox revenue.

Statutory Authority Metro has authority under ORS 268.370 to order transfer of Tri-Met's transit system to Metro; specifically, "...the governing body of the metropolitan service district may at any time order transfer of the transit system of the transit district to the metropolitan district."

Metro is investigating whether a transfer (merger) would produce financial savings through consolidation of the two agencies. Metro has not determined that it will order a transfer of Tri-Met, and this RFP should not be construed as a step in a process that will result in transfer. The purpose of this RFP is to determine whether such a transfer has the potential to produce a financial benefit to the taxpayers and transit riders of the region. Any further action to investigate the possibility of transfer will

depend on the results of the financial impact study called for in this RFP.

STUDY OBJECTIVE

The primary objective of this study is:

To measure the potential financial impact of a merger between the Tri-County Metropolitan Transportation District (Tri-Met) and the Metropolitan service District (Metro).

PROPOSAL REQUEST

Metro is requesting development of a "scope of work" that defines the approach to answering the following five questions and addresses the three alternative organizational strategies described below.

Five Questions:

1. What would the effect of merger be on the long-term financial position of the Metropolitan Service District and Tri-Met?
2. What are the actual short-term costs for both agencies relative to merger?
3. What are the actual costs associated with merger of the retirement and pension systems of the two agencies?
4. What are the opportunities to restructure the revenue generating capacity of each entity?
5. What are the opportunities for increased efficiencies and reduction in the common costs of administration and overhead?

Organizational Alternatives:

1. Tri-Met retains its current board for a set time period. Board can hire/fire General Manager, approve labor contracts, purchase equipment, make operational decisions and retain current authorities. Metro Council approves budget and all taxes and ballot measures. Metro Executive Officer appoints board members. Board otherwise is an operating authority with broad powers. Board decisions are appealable to the Metro Council.

2. Metro establishes a new "Transportation Commission" with limited authority. Metro Council sets and approves budget; Executive Officer appoints members to the Commission with

Council approval. Commission hires/fires General Manager. Transportation Commission is an operating authority with limited powers. Most major decisions (changes in routes or fares) require Metro Council approval.

3. Tri-Met becomes a department of Metro, (similar to the Metro Washington Park Zoo). The Metro Council establishes a standing committee to oversee operations. The General Manager reports to the Executive Officer; some decisions appealable to the Council. Council action required for fare increases, route changes and major policy changes.

PROPOSAL INFORMATION

The 1991-92 FY budget contains an appropriation of \$40,000 to study this issue.

MINIMUM REQUIREMENTS

Proposers must meet the following minimum requirements:

1. Education and experience in public financial analysis.
2. Familiarity and experience in analyzing public pension systems, bonded indebtedness, and organizational strategies related to mergers and consolidations.

EVALUATION CRITERIA

- | | |
|--|-----------|
| 1. Experience in public financial analysis | 20 points |
| 2. Experience in business or government reorganization | 20 points |
| 3. References and reputation in financial community | 20 points |
| 4. Cost for services | 20 points |
| 5. Experience in managing a sensitive, public process | 20 points |

PROPOSAL INSTRUCTIONS

1. Deadline and Submission of Proposals:

Three copies of the Proposal shall be furnished to:

Attention: Betsy W. Bergstein
Office of Government Relations

Metropolitan Service District
2000 S.W. First Avenue
Portland, OR 97201-5398 until 5:00 p.m. PDT,
May 14, 1992.

Proposals will not be considered if received after
5:00 p.m. PDT, May 14, 1992.

All proposals must be clearly marked on the
exterior: "Proposal for Financial Impact Study:
Tri-Met/Metro Merger"

2. Basis for Proposals:

The Request for Proposals represents the most definitive statement Metro will make concerning information upon which the Proposals are to be based. Any verbal information which is not addressed in this Request for Proposals will not be considered by Metro in the evaluation process. All questions relating to the Request for Proposals should be addressed to Betsy W. Bergstein. Any questions, which in the opinion of Metro, warrant a written reply or Request for Proposals amendment will be furnished to all parties receiving this Request for Proposals.

3. General Proposal and Contract Conditions:

Limitation and Award --- This Request for Proposals does not commit Metro to the award of a contract, nor to pay any costs incurred in the preparation and submission of Proposals in anticipation of a contract. Metro reserves the right to accept any or all Proposals received as the result of this request, to negotiate with all qualified sources, or to cancel all or part of this Request for Proposals.

4. Contract Type:

Metro intends to award a Personal Services Agreement with the selected individual or firm for this project. A copy of the standard agreement form which the successful consultant will be required to execute is attached.

5. Validity Period and Authority:

The Proposal shall be considered valid for a period of at least 90 days and shall contain a statement to that effect. The Proposal shall also contain the name, title, address and telephone number of the individual(s) with authority to bind the firm during the evaluation period.

6. Terms of Agreement:

The initial term of this contract shall be from approximately May 21, 1992 through and including June 30, 1992, or completion of this issue.

PROPOSAL CONTENT

All Proposals must be submitted in the format described below. Submissions which do not address all questions posed or are otherwise incomplete will be deemed nonresponsive and not considered as part of this competitive process.

1. General Information. Provide name, address of provider, date established and brief description of individual or firm's background.
2. Describe number of personnel in firm, background, education, experience and general duties.
3. Describe background and professional credentials of the staff who would be assigned to perform this work. Attach resumes of relevant individuals.
4. Provide a copy of your firm's Affirmative Action Plan.
5. Provide a Scope of Work to address the five questions and three organizational strategies described above.
6. Provide references we may contact.

Attachment (Personal services contract)

Project _____
Contract No. _____

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between the METROPOLITAN SERVICE DISTRICT, a municipal corporation organized under ORS Chapter 268, referred to herein as "Metro," located at 2000 S.W. First Avenue, Portland, OR 97201-5398, and _____, referred to herein as "Contractor," located at _____.

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

1. Duration. This personal services agreement shall be effective _____, and shall remain in effect until and including _____, unless terminated or extended as provided in this Agreement.
2. Scope of Work. Contractor shall provide all services and materials specified in the attached "Exhibit A -- Scope of Work," which is incorporated into this Agreement by reference. All services and materials shall be provided by Contractor in accordance with the Scope of Work, in a competent and professional manner. To the extent that the Scope of Work contains additional contract provisions or waives any provision in the body of this Agreement, the Scope of Work shall control.
3. Payment. Metro shall pay Contractor for services performed and materials delivered in the maximum sum of _____ AND ___/100THS DOLLARS (\$ _____), in the manner and at the time specified in the Scope of Work.
4. Insurance.
 - a. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:
 - (1) Broad form comprehensive general liability insurance covering personal injury and property damage, with automatic coverage for premises, operations, and product liability. The policy must be endorsed with contractual liability coverage; and
 - (2) Automobile bodily injury and property damage liability insurance.
 - b. Insurance coverage shall be a minimum of \$500,000 per occurrence, \$250,000 per person, and \$50,000 property damage. If coverage is written with an annual aggregate limit, the aggregate limit shall not be less than \$1,000,000.

- c. Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS. Notice of any material change or policy cancellation shall be provided to Metro 30 days prior to the change or cancellation.
- d. Contractor, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. Contractor shall provide Metro with certification of Workers' Compensation insurance including employer's liability.
- e. If required by the Scope of Work, Contractor shall maintain for the duration of this Agreement professional liability insurance covering personal injury and property damage arising from errors, omissions, or malpractice. Coverage shall be in the minimum amount of \$500,000. Contractor shall provide to Metro a certificate of this insurance, and 30 days' advance notice of material change or cancellation.
5. Indemnification. Contractor shall indemnify and hold Metro, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Agreement, with any patent infringement arising out of the use of Contractor's designs or other materials by Metro and for any claims or disputes involving subcontractors.
6. Maintenance of Records. Contractor shall maintain all of its records relating to the Scope of Work on a generally recognized accounting basis and allow Metro the opportunity to inspect and/or copy such records at a convenient place during normal business hours. All required records shall be maintained by Contractor for three years after Metro makes final payment and all other pending matters are closed.
7. Ownership of Documents. All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by Contractor pursuant to this Agreement are the property of Metro, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such documents.
8. Project Information. Contractor shall share all project information and fully cooperate with Metro, informing Metro of all aspects of the project including actual or potential problems or defects. Contractor shall abstain from releasing any information or project news without the prior and specific written approval of Metro.
9. Independent Contractor Status. Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall Contractor be considered an employee of Metro. Contractor shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work. Contractor is solely responsible for its performance under this

Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement. Contractor shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to Metro.

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

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

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

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

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

15. Modification. This Agreement is the entire agreement between the parties, and may only be modified in writing, signed by both parties.

CONTRACTOR

METROPOLITAN SERVICE DISTRICT

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____



METRO

Memorandum

2000 S.W. First Avenue
Portland, OR 97201-5398
503/221-1646

Date: April 6, 1992
To: METRO Council
From: Rena Cusma, Executive Officer *Rena Cusma*
Regarding: RFP Release for Tri-Met/Metro Merger Study

This memo is a formal request of the Metro Council to clarify its intent regarding the program budgeted within Metro's current fiscal year (91-92), a Request For Proposals on the Financial Impact Study: Tri-Met/Metro Merger.

Through adoption of Resolution No. 90-1361 on December 13, 1990, the Council directed me to prepare, as part of my budget proposal for this fiscal year, a "request for funding a comprehensive study of issues related to transfer of the transit system to Metro." (attached).

This action followed Council consideration of this issue which began in July of 1990 with establishment of a five-member Tri-Met Merger Subcommittee (Res.No. 90-1293A), approval of a contract with Cogan Sharpe Cogan (Resolution No. 90-1322; September 13, 1990) to study this issue, submittal by Cogan Sharpe Cogan of their report "Analysis of Issues Related to Possible Merger of Metro and Tri-Met" (November 27, 1990) and consideration of this issue by JPACT, state agencies and local governments.

Resolution No. 90-1361 states that the region's top priority transportation project is the construction of Westside Light Rail, which requires...execution by September 30, 1991, of a full funding agreement between Tri-Met and the Urban Mass Transit Administration (UMTA)..., and that efforts to secure full federal funding...should take precedence over other long-term transit issues until the full funding issue is resolved (page 2).

It further states that release of any Request For Proposals for performing any or all parts of the study shall occur upon resolution of the UMTA full funding issue. (page 5)

Additionally, attached is a copy of a letter received from the General Manager of Tri-Met requesting delay of the project.

The RFP has been written but has not been released pending clarification of Council policy on this issue.

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF ESTABLISHING)	RESOLUTION NO. 90-1361
A WORK PLAN FOR THE ANALYSIS OF)	
ISSUES RELATED TO THE TRANSFER)	INTRODUCED BY COUNCILOR
OF MASS TRANSIT SERVICES FROM)	JIM GARDNER
TRI-MET TO THE METROPOLITAN)	
SERVICE DISTRICT)	

WHEREAS, the Metropolitan Service District has the authority under ORS 268.370 to order transfer of the transit system of the Tri-County Metropolitan Transit District (Tri-Met) to the Metropolitan Service District; and

WHEREAS, the Metro Council adopted Resolution No. 90-1293A on July 12, 1990, "Supporting the Merger of Tri-Met with the Metropolitan Service District and Establishing a Process to Pursue the Merger," which established a five-member Tri-Met Merger Subcommittee (the subcommittee); and

WHEREAS, the Metro Council adopted Resolution No. 90-1322 on September 13, 1990, "Approving a Contract for the Provision of Metro/Tri-Met Merger Services to the Council and its Designated Committees," which authorized a contract with Cogan Sharpe Cogan pursuant to their August 27, 1990, proposal; and

WHEREAS, Cogan Sharpe Cogan has submitted its report, "Analysis of Issues Related to Possible Merger of Metro and Tri-Met" to the subcommittee on November 27, 1990 (attached as Exhibit A); and

WHEREAS, the Joint Policy Advisory Committee on Transportation (JPACT) submitted to the subcommittee on November 13, 1990, a report on the transit service and transportation planning implications of a merger (attached as Exhibit B), which included

among its conclusions that, "[t]he consideration of a Tri-Met merger should be delayed until the fall of 1991 after the completion of negotiations for the Westside Light Rail full funding agreement"; and

WHEREAS, the region's top priority transportation project is the construction of Westside Light Rail, which requires a commitment of funds from the 1991 Oregon Legislature and execution by September 30, 1991, of a full funding agreement between Tri-Met and the Urban Mass Transit Administration (UMTA) which stipulates 75% federal funding of the Westside Light Rail project; and

WHEREAS, efforts to secure full federal funding for Westside Light Rail should take precedence over other long-term transit issues until the full funding issue is resolved; and

WHEREAS, the transit service's governance structure is a legitimate issue within the broader discussion of how best to provide public services in the region; and

WHEREAS, the Metro Council recognizes the necessity of establishing a comprehensive and public process for examining the issues surrounding a transfer of the transit system, which process should include provisions for involving JPACT, local governments, citizens' groups interested in transit and transportation issues, and the general public in the identification and resolution of issues concerning transit service and transit governance; and

WHEREAS, Metro's ability to transfer the transit system from Tri-Met to the Metropolitan Service District now exists, and attempts to eliminate or modify the transfer provisions of existing

statutes in the 1991 legislative session may be counter-productive;
and

WHEREAS, the Tri-Met Merger Subcommittee recommends that a thorough analysis be conducted of the issues involved in a potential transfer of the transit district to the Metropolitan Service District; now, therefore,

BE IT RESOLVED,

That the Council of the Metropolitan Service adopts the following work plan regarding the potential transfer of the Tri-Met transit system to the Metropolitan Service District:

1. The Executive Officer shall prepare, as part of her budget proposal for the 1991-92 fiscal year, a request for funding a comprehensive study of issues related to transfer of the transit system to Metro. The budget request shall include, but not be limited to, a proposed timeline for analysis of the issues listed below, and shall also include provisions for the involvement of JPACT, local governments, interested citizens' groups, and the general public.

2. Issues to be addressed in the study shall include:

- Development of a strategic plan to identify the relationship between the transfer and other immediate Metro agenda items, including development of a home rule charter, Metro's role in regional growth management, and resources needed to address multiple new initiatives concurrently.

- A detailed personnel study to identify what effect transfer would have on staffing and potential cost savings resulting from transfer.

- A determination of whether to refinance Tri-Met bonds, and the timing and financial effects of refinancing.

- Development of alternatives for long-range financing for the region's transit system.

- Identification of the positive and negative effects of transfer on transit service and planning.

- Effect of transfer on development and implementation of light rail expansion, particularly Westside Light Rail and Clackamas County Light Rail.

- Examination of the possibilities for reconfiguring the transit system to provide more flexibility in serving suburban areas.

- Development of local government concurrence on the structure of the region's Metropolitan Planning Organization following a transfer.

- Boundary issues, including a determination whether action by the legislature would be necessary to resolve boundary issues.

- Review of Metro's governance structure and contracting procedures in relation to carrying out transit responsibilities.

- Identification of time and costs required to absorb Tri-Met's control systems, including whether to fully or partially merge them.

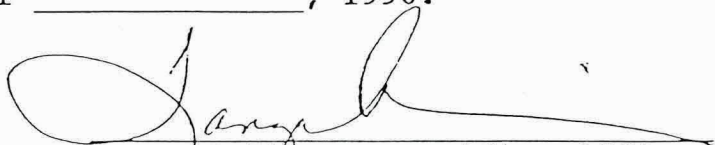
3. The release of any Request For Proposals for performing any or all parts of the study shall occur upon resolution of the UMTA full funding issue.

4. The Metropolitan Service District's agenda for the 1991 Legislative Assembly shall include opposition to any efforts to repeal the existing provisions of ORS 267.020 or 268.370 pertaining to the relationship between Metro and Tri-Met. The Council and the Executive Officer shall encourage other governments in the region, including cities, counties, Tri-Met, and the Oregon Department of Transportation, similarly to pledge their opposition to repealing statutory language regarding the relationship between Metro and Tri-Met.

5. Metro will actively encourage local government participation in the review and analysis of the issues listed in #2 above, based on their recommendations in the JPACT report.

6. Upon completion of the study, Metro will conduct a series of public hearings throughout the district to solicit public comment on the study's findings. These hearings will precede consideration of the study by the full Metro Council and will be considered to be part of the process of reviewing the scope of issues related to a possible transfer.

ADOPTED by the Council of the Metropolitan Service District
this 13th day of December, 1990.


Tanya Collier, Presiding Officer

INTERGOVERNMENTAL RELATIONS COMMITTEE

MINORITY REPORT

RESOLUTION NO. 90-1361, ESTABLISHING a WORK PLAN for the ANALYSIS of ISSUES RELATED to the TRANSFER of MASS TRANSIT SERVICES from TRI-MET to the METROPOLITAN SERVICE DISTRICT

Date: December 13, 1990 Presented by: Councilor Devlin

RECOMMENDATION

I recommend Council adopt Resolution No. 90-1361 as originally published, without amendments.

DISCUSSION

The Resolution as originally published

Resolution No. 90-1361 is a decision to make a complete study of the transfer of Tri-Met to Metro during FY 91-92, with any Request for Proposals to be released upon resolution of the UMTA full funding issue.

The Resolution represents an exchange of assurances: the transfer study will continue after the full funding process is finished, and during that time other jurisdictions will not disturb the statutory basis for the transfer.

The Resolution responds appropriately to the widely-held belief that active study of transfer before full funding for LRT is resolved would hamper the region's ability to advocate in unity for full funding and would endanger full funding at the state and federal levels.

The Resolution ensures that Council will be able to pursue two of its top priorities - full funding for LRT and continuation of the transfer study process - without endangering either priority.

The Resolution confirms Council's intent to continue the transfer study, and it outlines a work plan to carry out that intent. It directs the Executive Officer to include in her FY 91-92 budget a proposal following certain guidelines. It specifies issues to be included in the study, outlining a much more thorough study than

was conducted previously.

The Resolution is the outcome of a process of participation, study and comment. It resolves that the participatory and public nature of the process shall continue. It received the unanimous support of the Tri-Met Merger Subcommittee, which disbanded upon approval of the Resolution.

The Tri-Met Merger Subcommittee was an inter-agency task force which Council appointed to establish a process to pursue the merger. It considered comment from numerous jurisdictions, elected officials, and others. It took into account the results of a study it commissioned. The Subcommittee included three members of the Intergovernmental Relations Committee.

On December 13, 1990, JPACT unanimously recommended Council adoption of Resolution No. 90-1371 as originally published, without amendments.

The Resolution as amended

The amendments proposed by the Intergovernmental Relations Committee do not well serve either the Committee's stated concerns nor the Council's interests.

The amendments remove the core of the Resolution. They remove the certainty and the timetable for funding the study. They endanger the assurances which Metro gained that the transfer power will not be challenged. And, they may contribute to endangering full funding for LRT at the state and federal levels.

TRI-MET MERGER SUBCOMMITTEE
COMMITTEE REPORT

RESOLUTION NO. 90-1361, FOR THE PURPOSE OF ESTABLISHING A WORK PLAN FOR THE ANALYSIS OF ISSUES RELATED TO THE TRANSFER OF MASS TRANSIT SERVICES FROM TRI-MET TO THE METROPOLITAN SERVICE DISTRICT

Date: November 30, 1990 Presented by: Councilor Gardner

COMMITTEE RECOMMENDATION: The Tri-Met Merger Subcommittee voted 5-0 to approve Resolution No. 90-1361 and forward it to the Intergovernmental Relations Committee with a recommendation that they forward it to the Council. Subcommittee members voting were Councilors Gardner, Devlin, and McFarland, Executive Officer Rena Cusma, and Tri-Met Board President Loren Wyss.

COMMITTEE DISCUSSION/ISSUES: Councilor Van Bergen attended the meeting, and was invited to participate in the subcommittee's discussion. He raised questions about references to the legislature's "intent" and "belief" regarding the benefits of consolidating regional services in general and transferring the transit system's governance from Tri-Met to Metro, specifically. He also asked whether the Executive Officer could actually perform all the tasks she would be directed to do in #1 and #2 of the Be it Resolved section of the resolution.

Councilor Devlin spoke to the sections of the resolution dealing with Metro's position regarding possible attempts to tamper with the "marriage clause" in the statutes. He stated that it would be inappropriate to put additional hurdles in the way of a transfer, and that Metro's ability to assume Tri-Met's bonds, or other issues, should not be tampered with. He thought this idea was implicit, if not explicit, in the resolution. He further stated that the list of items to be studied should not be considered all-inclusive: other items could be added later.

Councilor McFarland agreed with Councilor Van Bergen on the legislative intent statements. She stated that legislative intent can only be found out by talking with the legislators who voted on a measure. The only person to address the subcommittee who had been in the legislature at the time was Commissioner Earl Blumenauer, who said that the legislature included language authorizing a transfer as a compromise, and intended to remove it later.

Mr. Wyss advised that in attempting to discern legislative intent, we should consider the status of Metro and Tri-Met at the time the statutes were adopted. Both agencies were less mature then, and no one could have envisioned how they would develop. He said the resolution was timely and supportable, but he had problems with some of the Whereas statements which drew conclusions not supported by the Cogan Sharpe Cogan report. Mr. Wyss added that it has never been on Tri-Met's agenda or plan to attempt to change the legislation as it currently exists.

TRI-COUNTY
METROPOLITAN
TRANSPORTATION
DISTRICT
OF OREGON



TRI-MET

4012 SE 17th AVENUE
PORTLAND, OR 97202
(503) 238-4831
(503) 239-6451 FAX



RECEIVED
MARCH 31 1992
METRO SERVICE DISTRICT
EXECUTIVE MANAGEMENT

March 31, 1992

The Honorable Rena Cusma
Executive Officer
Metro
2000 SW First Ave.
Portland, OR 97201-5398

Dear Rena,

I am writing to restate the concerns I expressed to you on Thursday morning regarding Metro's intention to release an RFP for a study of issues relating to the transfer of transit services from Tri-Met to Metro.

First, I believe the attendant speculation regarding an imminent merger and dissolution of Tri-Met will seriously threaten Tri-Met's ability to gain a Full Funding Grant Agreement for the Westside Project. In addition, it weakens Tri-Met's status in the bond market and could affect unresolved local funding issues as well. Further, this proposed action disregards the commitment made in Metro Resolution No. 90-1361 to begin study of a merger only after resolution of the full funding issue.

Second, I believe this action undermines Tri-Met negotiations with the Amalgamated Transit Union. So long as union officials believe a merger is imminent and that they might obtain a more lucrative contract from Metro, there is little incentive to return to the bargaining table with Tri-Met. This increases the chances for a threatened transit strike.

Please give serious consideration to my request that you withdraw the Request for Proposals. As usual, thank you for your leadership.

Sincerely,

Tom Walsh
General Manager

METROPOLITAN SERVICE DISTRICT
REQUEST FOR PROPOSALS
FINANCIAL IMPACT STUDY:
Tri-Met/Metro Merger

INTRODUCTION

Metro The Metropolitan Service District (Metro) is a multi-purpose regional government serving the urbanized areas of Multnomah, Washington and Clackamas counties. It is responsible for the management of the Metro Washington Park Zoo, Oregon Convention Center, Portland Center for the Performing Arts, Civic Stadium and Memorial Coliseum. Metro plans for and operates the region's solid waste system and does planning in the areas of land use, transportation and urban growth management.

Metro is a directly elected government with twelve (12) (thirteen (13) effective January 1993) councilors elected from districts (4 year terms) and one executive officer elected region-wide (4 year term). Metro is financed by service charges and user fees, local government dues, federal and state grants, property taxes for the Zoo and Convention Center construction debt and an excise tax on its own services.

Tri-Met The Tri-County Metropolitan Transportation District of Oregon (Tri-Met) is a single-purpose authority which operates bus and light rail systems in the tri-county area of Multnomah, Washington and Clackamas county.

The Tri-Met Board (7 members) is appointed by the Governor from districts within the Tri-Met service area. Board members serve at the pleasure of the Governor in four year terms.

Tri-Met is financed by a payroll tax of up to six tenths of one percent on wages, federal and state grants and farebox revenue.

Statutory Authority The Metropolitan Service District has authority under ORS 268.370 to order transfer of the transit system of the Tri-County Metropolitan Transportation District (Tri-Met) to the Metropolitan Service District.

Specifically, "...the governing body of the metropolitan service district may at any time order transfer of the transit system of the transit district to the metropolitan district, whereupon:

(1) The governing body of the transit district shall transfer title to, and possession of, the transit system and of all books, records, files, documents, and other property of the district to the metropolitan district.

(2) The metropolitan district shall be responsible for all liabilities and obligations imposed upon or assumed by the transit district.

(3) For purposes of mass transit the metropolitan district shall have all the rights, powers, privileges, and immunities, and be subject to all the duties and obligations, of a mass transit district under ORS 267.010 to 267.390, insofar as those rights, powers, privileges, immunities, duties and obligations are consistent with this chapter.

(4) The boundaries of the metropolitan district shall, for purposes of mass-transit, be extended to encompass all the territory of the transit district.

(5) The transit district shall be dissolved and the offices of the directors terminated." (ORS 268.370)

STUDY OBJECTIVE AND PUBLIC BENEFIT

The primary objective of this study is:

To measure the financial impact of a merger between the Tri-County Metropolitan Transportation District (Tri-Met) and the Metropolitan Service District (Metro).

The public benefit from such a merger is presumed to be as follows:

1. Reduction in the number and costs of governments;
2. Increased efficiency through merger of support functions necessary for government operations;
3. Increased and direct accountability to the public through an elected rather than appointed governing board;
4. Increased ability to maintain "urban liveability" through integration of land-use and transportation planning, construction and operation of the transportation system;
5. Increased responsiveness to the public through an elected governing board and a democratic process.

PROPOSAL REQUEST

Metro is requesting development of a "scope of work" that defines the approach to answering the following five questions

and addresses the three alternative organizational strategies described below.

Five Questions:

1. What would the effect of merger be on the long-term financial position of the Metropolitan Service District and Tri-Met?
2. What are the actual short-term costs for both agencies relative to merger?
3. What are the actual costs associated with merger of the retirement and pension systems of the two agencies?
4. What are the opportunities to restructure the revenue generating capacity of each entity?
5. What are the opportunities for increased efficiencies and reduction in the common costs of administration and overhead?

Organizational Alternatives:

1. Tri-Met retains its current board for a set time period. Board can hire/fire General Manager, approve labor contracts, purchase equipment, make operational decisions and retain current authorities. Metro Council approves budget and all taxes and ballot measures. Metro Executive Officer appoints board members. Board otherwise is an operating authority with broad powers. Board decisions are appealable to the Metro Council.
2. Metro establishes a new "Transportation Commission" with limited authority. Metro Council sets and approves budget; Executive Officer appoints members to the Commission with Council approval. Commission hires/fires General Manager. Transportation Commission is an operating authority with limited powers. Most major decisions (changes in routes or fares) require Metro Council approval.
3. Tri-Met becomes a department of Metro, (similar to the Metro Washington Park Zoo). The Metro Council establishes a standing committee to oversee operations. The General Manager reports to the Executive Officer; some decisions appealable to the Council. Council action required for fare increases, route changes and major policy changes.

PROPOSAL INFORMATION

The 1991-92 FY budget contains an appropriation of \$40,000 to study this issue.

MINIMUM REQUIREMENTS

Proposers must meet the following minimum requirements:

1. Education and experience in public financial analysis.
2. Familiarity and experience in analyzing public pension systems, bonded indebtedness, and organizational strategies related to mergers and consolidations.

EVALUATION CRITERIA

- | | |
|--|-----------|
| 1. Experience in public financial analysis | 20 points |
| 2. Experience in business or government reorganization | 20 points |
| 3. References and reputation in financial community | 20 points |
| 4. Cost for services | 20 points |
| 5. Experience in managing a sensitive, public process | 20 points |

PROPOSAL INSTRUCTIONS

1. Deadline and Submission of Proposals:

Three copies of the Proposal shall be furnished to:

Attention: Betsy W. Bergstein
Office of Government Relations

Metropolitan Service District
2000 S.W. First Avenue
Portland, OR 97201-5398 until 5:00 p.m. PST,
April 8, 1992.

Proposals will not be considered if received after 5:00 p.m. PST, April 8, 1992.

All proposals must be clearly marked on the exterior: "Proposal for Financial Impact Study: Tri-Met/Metro Merger"

2. Basis for Proposals:

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

questions relating to the Request for Proposals should be addressed to Betsy W. Bergstein. Any questions, which in the opinion of Metro, warrant a written reply or Request for Proposals amendment will be furnished to all parties receiving this Request for Proposals.

3. General Proposal and Contract Conditions:

Limitation and Award --- This Request for Proposals does not commit Metro to the award of a contract, nor to pay any costs incurred in the preparation and submission of Proposals in anticipation of a contract. Metro reserves the right to accept any or all Proposals received as the result of this request, to negotiate with all qualified sources, or to cancel all or part of this Request for Proposals.

4. Contract Type:

Metro intends to award a Personal Services Agreement with the selected individual or firm for this project. A copy of the standard agreement form which the successful consultant will be required to execute is attached.

5. Validity Period and Authority:

The Proposal shall be considered valid for a period of at least 90 days and shall contain a statement to that effect. The Proposal shall also contain the name, title, address and telephone number of the individual(s) with authority to bind the firm during the evaluation period.

6. Terms of Agreement:

The initial term of this contract shall be from approximately April 15, 1992 through and including June 30, 1992, or completion of this issue.

PROPOSAL CONTENT

All Proposals must be submitted in the format described below. Submissions which do not address all questions posed or are otherwise incomplete will be deemed nonresponsive and not considered as part of this competitive process.

1. General Information. Provide name, address of provider, date established and brief description of individual or firm's background.
2. Describe number of personnel in firm, background, education, experience and general duties.
3. Describe background and professional credentials of the staff who would be assigned to perform this work. Attach resumes of relevant individuals.
4. Provide a copy of your firm's Affirmative Action Plan.
5. Provide a Scope of Work to address the five questions and three organizational strategies described above.
6. Provide references we may contact.

Attachment (Personal services contract)