

BEFORE THE COUNCIL OF THE  
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF APPROVING )  
A REQUEST FOR PROPOSALS )  
DOCUMENT FOR FINANCIAL )  
ADVISORY SERVICES AND WAIVING )  
THE REQUIREMENT FOR COUNCIL )  
APPROVAL OF THE CONTRACT AND )  
AUTHORIZING THE EXECUTIVE )  
OFFICER TO EXECUTE THE )  
CONTRACT SUBJECT TO )  
CONDITIONS )

RESOLUTION NO. 92-1723-A

Introduced by Rena Cusma

WHEREAS, Section 2.04.033 (b) of the Metro Code requires the Council of the Metropolitan Service District to approve the issuance of a Request for Proposal for certain contracts which commit the District to expend funds in future fiscal years; and

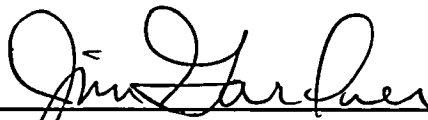
WHEREAS, the contract for Financial Advisory Services requires Council approval, and the Request for Proposals document has been filed with the Council Clerk; now, therefore,

BE IT RESOLVED,

1. That the Council of the Metropolitan Service District approves the Request for Proposals for Financial Advisory Services attached as Exhibit A hereto and authorizes immediate release for response by vendors or proposers.

2. That subject to the conditions in Exhibit B attached hereto waives the requirement for Council approval of the contract and authorizes the Executive Officer to execute the contract if the conditions are met.

ADOPTED by the Council of the Metropolitan Service District this 10th day of December, 1992.



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Jim Gardner, Presiding Officer



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*Request  
for Proposals*

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For Financial  
Advisory Services

**METRO**

*Finance & Management Information  
Department  
Finance Division  
2000 SW First Avenue  
Portland, OR 97201-5398  
(503) 221-1646*

*Printed on recycled paper*

## REQUEST FOR PROPOSALS FINANCIAL ADVISORY SERVICES

### I. INTRODUCTION

The Metropolitan Service District (Metro) is requesting proposals from qualified firms to perform financial advisory services. The term of the contract will be for a period of three (3) years starting January 1, 1993. Proposals are due by 5:00 p.m. on Monday, January 4, 1993, in Metro's business offices at 2000 S.W. First Avenue. Details concerning the project and proposal are contained in this document.

### II. BACKGROUND

The Metropolitan Service District (Metro), established by voters in the region in May 1978, was the nation's first directly elected regional government. A new charter was passed by the voters of the district in November of 1992. Metro serves the urban areas of Clackamas, Multnomah and Washington counties (including 24 cities), with a population of approximately one million persons. Metro is governed by an Executive Officer elected region-wide, and by Councilors elected from sub districts (13 currently reducing to 7 starting in January 1995).

Metro is responsible for addressing issues of regional significance that cut across traditional city and county boundaries.

Through Metro's charter the service district has a variety of specific authorized functions. The district shall adopt a Future Vision for the region with an outlook for at least a 50-year period addressing but not limited to: (1) use, restoration and preservation of regional land and natural resources for the benefit of present and future generations, (2) how and where to accommodate the population growth for the region while maintaining a desired quality of life for its residents, and (3) how to develop new communities and additions to the existing urban areas in well-planned ways. The district shall adopt a regional framework plan addressing: (1) regional transportation and mass transit systems, (2) management and amendment of the urban growth boundary, (3) protection of lands outside the urban growth boundary for natural resource, future urban or other uses, (4) housing densities, (5) urban design and settlement patterns, (6) parks, open spaces and recreational facilities, (7) water sources and storage, (8) coordination, to the extent feasible, of Metro growth management and land use planning policies with those of Clark County, Washington, and (9) planning responsibilities mandated by state law. Metro is also authorized to exercise the following functions: (1) Acquisition, development, maintenance of operation of: (a) a metropolitan zoo, (b) public cultural, trade, convention, exhibition, sports, entertainment, and spectator facilities, (c) facilities for the disposal of solid and liquid waste, and (d) a system of parks, open spaces and recreational facilities of metropolitan concern; (2) Disposal of solid and liquid waste; (3) Metropolitan aspects of natural disaster planning and response coordination; (4) Development and marketing of data; and (5) Any other function required by state law or assigned to Metro by the voters. Metro

may impose, levy and collect taxes and may issue revenue bonds, general and special obligation bonds, certificates of participation and other obligations.

Currently Metro owns and operates the Metro Washington Park Zoo and the Oregon Convention Center. Metro operates the Civic Stadium, Civic Auditorium, and the Portland Center for the Performing Arts. Metro is responsible for disposal of the region's solid waste. Further, Metro provides regional land-use, growth management, and environmental planning, as well as regional transportation planning throughout the metro area. A more detailed description of Metro services may be found in Attachment A to the Request for Proposal.

### **III. SCOPE OF WORK**

All work of the financial advisor will be coordinated through the Director of Finance & Management Information. Principal contacts will include the Financial Planning Manager and key staff personnel of the operating department for which a project is being performed.

The selected financial advisor will be required to perform the following:

#### **A. Bond Debt Administration and Support**

1. Assist Metro in reviewing reports furnished by Metro's paying agent/registrar, on request.
2. Make presentations to the Metro Council, Council Committees, Bond Counsel, and/or staff as needed.
3. Provide other services normally provided to clients which relate to bond sales, such as assistance in preparation of preliminary and final official statements, scheduling and structuring sales/instruments, contact with rating agencies.

#### **B. Metropolitan Exposition-Recreation Commission**

Advise the Commission regarding alternative financing strategies for capital improvements required for existing facilities operated by the Commission (Oregon Convention Center, Civic Stadium, Civic Auditorium, and the Performing Arts Center). Also advise the Commission regarding financing alternatives for possible new facilities that may be added through intergovernmental agreement or constructed in the future. Advise the Commission on future financing plans for on-going operations of its facilities.

#### **C. General Government Financial Advice**

1. On request, assist Metro with its investment policies. This may include advice on compliance with federal arbitrage regulations.

2. Assist Metro in the coordination, preparation and update of long range financial and capital improvements plans. Assist in establishing and monitoring financial indicators and in reviewing and updating agency financial policies.
3. Assist Metro in researching and analyzing various ongoing funding and financing alternatives. Provide assistance with identifying, researching and implementing new funding sources under Metro's home rule charter.
4. Assist Metro on certain other matters which may come to Metro's attention which would require the expertise of a financial consultant.

**D. Additional Projects**

It is expected that financial advice will be required on some of the following projects and potential projects.

1. Regional Transportation Planning Funding
2. Zoo Light Rail Terminal Funding
3. Pricing of Data Resource Center Services
4. Greenspaces Capital and Operations Funding
5. End of the Oregon Trail Funding
6. Zoo Facilities Projects Funding
7. Wilsonville Solid Waste Transfer Station

**IV. CONTENTS OF PROPOSAL**

- A. Organization of Firm
  1. How is the firm organized? Partnership, Corporation or Sole Proprietorship?
  2. How will its resources be put to work for Metro?
- B. Personnel
  1. What individuals would be assigned to Metro? Please provide resumes.
  2. What would be their availability?
  3. What additional professional resources would be available?
  4. What technical capabilities are available?
- C. List your most recent financial advisory relationships. Please include the names, addresses, and phone numbers of contact persons. Briefly describe the work performed, including the dollar amount of the issues or other financings.
- D. Describe you firm's past experience with similar type of work, as described in the Scope of Work, for government agencies and/or special districts.
- E. Identify any known or potential conflicts of interest in performing the scope of work.

- F. Outline your firm's experience with the major rating agencies. Discuss this experience and its potential applicability to Metro.
- G. Describe any innovations you have developed or worked on which would benefit Metro. Briefly outline the problem, your solution and the results.
- H. Compensation - Please explain the firm's proposed fee schedule for the work proposed. If the firm proposes that Metro bear the costs of incidental expenses, clearly state what type of incidental expenses Metro will be expected to bear. The firm should submit a proposal on a time and materials basis with a not-to-exceed price stated for the proposal. Hourly rates of the personnel assigned to the project should be provided.

Metro does not foresee circumstances in which the Financial Advisor would also participate as bond underwriter.

An annual budget not to exceed \$60,000 has been established for this contract.

- I. Please attach a recent representative example of a municipality's official statement in which you acted as financial advisor.

V. **PROPOSAL INSTRUCTIONS**

- A. **Deadline and Submission of Proposals**

Three copies of the proposal shall be furnished to Metro addressed to:

Jennifer Sims  
Director of Finance and Management Information  
Metropolitan Service District  
2000 S.W. First Avenue  
Portland, OR 97201-5398

Proposals will not be considered if received after 5:00 p.m., Monday, January 4, 1993. Postmarks are not acceptable.

- B. **Basis for Proposals**

This RFP represents the most definitive statement Metro will make concerning the information upon which proposals are to be based. Any verbal information that is not contained in this RFP will not be considered by Metro in evaluating the proposals. All questions relating to the RFP must be submitted in writing to Jennifer Sims, Director of Finance and Management Information. Any questions which in the opinion of Metro warrant a written reply or RFP amendment will be furnished to all parties receiving a

copy of this RFP. Metro will not respond to questions received after Tuesday, December 29, 1992.

C. **Minority Business Program**

In the event that any subcontracts are to be utilized in the performance of this agreement, the Proposer's attention is directed to METRO Ordinance No. 92-466A which will be effective December 24, 1992 and thereafter will establish the language of METRO Code provisions 2.04.100.

The following program information is intended to succinctly outline the prime action steps required of all Bidders/Proposers. It is not a substitute for and shall not be construed as a complete recital of all issues, concerns, and program instructions contained within that ordinance. Therefore, all Bidders/Proposers are specifically advised to consult the original document for definition of the specific terminology contained herein and complete insight into all program requirements.

Copies of that document are available from the Procurement and Contracts Division of Regional Facilities, METRO, Room 340, METRO Center, 2000 S.W. First Avenue, Portland, Or 97201-5398 or call (503) 221-1646, Ext 280.

METRO extends equal opportunity to all persons and specifically encourages Minority Businesses to access and participate in this and all METRO projects, programs and services.

METRO prohibits discrimination against any person or firm based upon race, color, national origin, sex, sexual orientation, age, religion physical handicap, political affiliation or marital status.

METRO specifically requires all Bidders/Proposers to demonstrate and document good faith efforts reasonably expected to produce and maximize the opportunities for subcontractor and supplier involvement by Minority Business Enterprises.

For purposes of this program, performing, documenting, and certifying compliance with all of the actions outlined on the attached form shall constitute a rebuttable presumption that the Bidder/Proposer has made the good faith efforts required by this program.

The attached Program Compliance Form (PCF) is the basis for recording and documenting the completion of the above-listed actions. Completion of the attached form and documentation of all six (6) actions listed above is mandatory. Failure to complete and submit the form at the time of Bid opening or Proposal submission and/or any required documentation subsequently requested, will result in rejection of the Bid or Proposal as nonresponsive to METRO's procurement requirements.

By signing the form, the Bidder/Proposer thereby certifies that it has not discriminated against MBEs in obtaining any subcontracts for this project, and that its documented good

faith efforts were reasonably expected to result in participation by those enterprises in this project.

Conversely, failure to provide such documentation by the Bid or submission deadline shall create a rebuttable presumption that the respondent has not made a good faith effort as required by the program.

Furthermore, METRO reserves the right, at all times during the subsequent course of any awarded contract, to monitor compliance with the terms of this program, require additional written documentation or proof of good faith efforts, and depend upon the Contractor's immediate compliance.

D. Women-Owned Business Program

In the event that any subcontracts are to be utilized in the performance of this agreement, the Proposer's attention is directed to METRO Ordinance No. 92-466A which will be effective December 24, 1992 and thereafter will establish the language of METRO Code provisions 2.04.200.

The following program information is intended to succinctly outline the prime action steps required of all Bidders/Proposers. It is not a substitute for and shall not be construed as a complete recital of all issues, concerns, and program instructions contained within that ordinance. Therefore, all Bidders/Proposers are specifically advised to consult the original document for definition of the specific terminology contained herein and complete insight into all program requirements.

Copies of that document are available from the Procurement and Contracts Division of Regional Facilities, METRO, Room 340, METRO Center, 2000 S.W. First Avenue, Portland, Or 97201-5398 or call (503) 221-1646, Ext 280.

METRO extends equal opportunity to all persons and specifically encourages Women-Owned Businesses to access and participate in this and all METRO projects, programs and services.

METRO prohibits discrimination against any person or firm based upon race, color, national origin, sex, sexual orientation, age, religion physical handicap, political affiliation or marital status.

METRO specifically requires all Bidders/Proposers to demonstrate and document good faith efforts reasonably expected to produce and maximize the opportunities for subcontractor and supplier involvement by Women-Owned Business Enterprises.

For purposes of this program, performing, documenting, and certifying compliance with all of the actions outlined on the attached form shall constitute a rebuttable presumption that the Bidder/Proposer has made the good faith efforts required by this program.



The attached Program Compliance Form (PCF) is the basis for recording and documenting the completion of the above-listed actions. Completion of the attached form and documentation of all six (6) actions listed above is mandatory. Failure to complete and submit the form at the time of Bid opening or Proposal submission and/or any required documentation subsequently requested, will result in rejection of the Bid or Proposal as nonresponsive to METRO's procurement requirements.

By signing the form, the Bidder/Proposer thereby certifies that it has not discriminated against WBEs in obtaining any subcontracts for this project, and that its documented good faith efforts were reasonably expected to result in participation by those enterprises in this project.

Conversely, failure to provide such documentation by the Bid or submission deadline shall create a rebuttable presumption that the respondent has not made a good faith effort as required by the program.

Furthermore, METRO reserves the right, at all times during the subsequent course of any awarded contract, to monitor compliance with the terms of this program, require additional written documentation or proof of good faith efforts, and depend upon the Contractor's immediate compliance.

## **VI. GENERAL PROPOSAL AND CONTRACT CONDITIONS**

- A. **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 RFP.
- B. **Contract Type** - Metro intends to award a personal services contract with the selected firm for this project. A copy of the standard contract form which the successful consultant will be required to execute is attached.
- C. **Billing Procedures** - Proposers are informed that the billing procedures of the selected firm are subject to the review and prior approval of Metro before reimbursement of services can occur. A monthly billing, accompanied by a progress report will be prepared for review and approval.
- D. **Validity Period and Authority** - The proposal shall be considered valid for a period of at least ninety (90) days and shall contain a statement to that effect. The proposal shall contain the name, title, address and telephone number of an individual or individuals with authority to bind any company contacted during the period in which Metro is evaluating the proposal.

**VII. EVALUATION CRITERIA**

Firms responding to the Request for Proposals will be evaluated on the basis of the following:

1. General (15 points)
  - a. Organization of proposal
  - b. Responsiveness to the purpose and scope of services.
  - c. Use of subconsultants and compliance with Metro's Disadvantaged Business Program, if appropriate.
2. Personnel (30 points)
  - a. Experience and qualifications of personnel assigned to this project determined from material provided
  - b. Availability of personnel assigned
  - c. Additional professional resources available
3. Organization and Experience of Firm (30 points)
  - a. How will the firm's resources be put to work for Metro?
  - b. Past experience with similar type of work for government agencies and/or special districts.
  - c. Previous experience with the major rating agencies
  - d. Favorable references from previous financial advisory relationships
5. Cost of services. (25 points)

All firms submitting proposals will be notified when a consultant has been selected. Metro reserves the right to reject any or all proposals, to waive irregularities and technicalities and to accept the proposal deemed most advantageous to the District.

## ATTACHMENT A

### METRO SERVICES

#### Metro Washington Park Zoo

Metro owns and operates a 64-acre zoo. This facility is a major cultural, educational and recreational attraction drawing visitors from throughout Oregon and the Pacific Northwest. Average annual attendance is 1,000,000 persons which is the largest admission attraction in the state.

The Zoo is funded through two major sources; 1) enterprise revenues (admission fees, concessions revenues, etc.); and 2) a property tax. Since Metro began operating the Zoo, there have been a number of improvements. These include the Cascades Stream and Pond Exhibit, the Alaska Tundra Exhibit, the Africa Exhibit, the Africa Rain Forest and remodeling of the Penguinarium, West Bear Grottos, the primate facilities and the administration and entranceway facilities. A Master Plan proposes improvements to exhibits as well as investments to improve the function of the Visitor Services and parking areas. The Zoo has not used debt financing for any improvements since Metro began its operation.

#### Solid Waste

Metro is responsible for disposal of approximately one million tons of waste per year. This includes planning, developing and managing the region's landfills and transfer stations; and providing recycling promotion, education and local assistance programs. It does not include collection.

Metro through its operations directly handles approximately 600,000 tons of waste each year. To accomplish this Metro owns and contracts the operation of two transfer stations, the Metro South Station and the Metro Central Station. The waste is sent to the Columbia Ridge landfill with which Metro has a long term contract. A compost facility may come back on line in 1993.

Plans for another transfer station for handling solid waste in the Wilsonville area are currently being evaluated.

Funding for solid waste operations is paid entirely through user fees. No taxes are used to fund these services. A solid waste master bond ordinance has been adopted and revenue bonds issued for capital construction. Construction of the Metro Central Transfer Station was funded by Waste System Revenue Bonds of \$28,500,000. Construction of the Riedel Oregon Compost Company, Inc. Project was funded by Waste Disposal Project Revenue Bonds of \$26,605,000. Credit Suisse will be responsible for payment of the Compost Project bonds until and unless the operating performance specifications are met.

### Local Government Services

Metro coordinates a variety of special services to local governments in the region, including: transportation planning, regional data research and analysis, development services, technical services to local governments and monitoring the urban growth boundary.

Through the Joint Policy Advisory Committee on Transportation, Metro works with local governments to secure and allocate federal highway and transit funds for the region. The Regional Transportation Plan, currently being updated, will be a guide to highway and transit improvements needed to the year 2005 in the tri-county area. Additionally, with a regional computerized data base, the Data Resource Center provides demographic data and analysis to private and public sectors. A regional population and employment forecast to the year 2005 has been updated.

The Planning Department also provides land-use, economic development and public facility planning services to local governments. Through administration of the urban growth boundary, Metro defines land to be used for urban development during the next 20 year. Metro also helps local governments prepare and update their comprehensive land-use plans. The department also provides services to local governments through professional training workshops, intern and grant application assistance and a directory of regional governments.

Local government services are funded by three primary sources: 1) Metro excise taxes; 2) local government assessment dues (based on population) as authorized by the state legislature; and 3) state and federal grants. Because the Planning departments provide professional services, there is no capital or debt service requirements at this time.

### Oregon Convention Center

The Oregon Convention Center opened in August 1990. The convention center site is on Portland's east side near the Memorial Coliseum. The facility has 200,000 square feet of exhibit and meeting space plus 200,000 square feet for support facilities.

Metro has established the Metropolitan Exposition-Recreation Commission to oversee marketing and operations. The Portland/Oregon Visitors Association, under contract to Metro E-R Commission, directs a national marketing campaign aimed at convention and trade show organizers.

### Metro Center Building Construction

Major renovation and reconstruction of a building for Metro headquarters operations should be completed in April 1992. Construction of the Metro Headquarters Building Project is being funded by \$22,990,000 of General Revenue Bonds.

**PROGRAM COMPLIANCE FORM**

Project Name \_\_\_\_\_

Bidder/Proposer \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Business ( ) \_\_\_\_\_  
Fax ( ) \_\_\_\_\_

**BIDDER/PROPOSER HEREBY CERTIFIES and it has attached documented proof of the following good faith efforts to maximize WBE opportunities and comply with METRO Ordinance 92-466A by performing and documenting the following actions:**

1. **Identifying and Incorporating** in the subcontracting plan *specific Economically Feasible Units* which may be performed by WBEs to increase the likelihood of participation by such enterprises;

**Minimum Documentation Required:** Identification of selected economically feasible units (EFUs) in the Bidder's/ Proposer's subcontracting plan and mandatory inclusion of any EFUs targeted by METRO.

2. **Attendance at any Pre-solicitation or Prebid Meetings** that were scheduled by METRO to inform WBEs of contracting and subcontracting or material supply opportunities available on the project;

**Minimum Documentation Required:** Signature of representative of Bidder/Proposer on prebid meeting attendance sheet.

3. **Placing follow-up Phone Calls** not later than five (5) days prior to Bid opening or Proposal submission *to all WBEs* who attended any METRO sponsored prebid or presolicitation meeting with the specific purpose of inquiring as to their intent to participate and encouraging their involvement.

**Minimum Documentation Required:**

**Telephone Log** providing the following information:

- Dates and Times of Call(s) including the names of the individuals placing and receiving them;
- Results Attained (Submitted, Will Submit, Declined to Submit or Failed to Respond)
- If Bid(s)/Proposal(s) from WBEs were rejected an *itemization of the dollar amount(s) and reason(s) for rejection*, plus the dollar amount of the Bid accepted.

4. Providing Project Information or referring interested WBEs to the appropriate plan centers for identification of the subcontract or material supply work.

5. Negotiating with Interested, Capable and Competitive WBE Bidders; Not Rejecting any WBE Bid without Justification; Observing Bid Shopping Prohibition.

6. Notifying WBEs if Bonding is Required and referring them to a potential bond source.

**By signing this document Bidder/Proposer hereby certifies that:**

It has not discriminated against any WBEs in obtaining any subcontracts for this project, and the good faith efforts documented herein were reasonably expected to result in participation of WBEs in this project in compliance with the above cited METRO program.

**Acknowledges that:**

METRO reserves the right to verify the documentation of the lowest responsible Bidder and require additional written documentation of good faith efforts;

**Failure to complete and submit this form and all required documentation at the time of Bid opening or submission deadline will result in the Proposal's rejection as nonresponsive;**

Replacement of a WBE subcontractor before contract award or during contract performance without prior METRO notice and subsequent good faith efforts in selection of a replacement, is prohibited.

**And, Executes this Compliance Agreement as:**

Bidder/Proposer \_\_\_\_\_

By \_\_\_\_\_  
Name Title Date

**PROGRAM COMPLIANCE FORM**

Project Name \_\_\_\_\_

Bidder/Proposer \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Business ( ) \_\_\_\_\_  
Fax ( ) \_\_\_\_\_

**BIDDER/PROPOSER HEREBY CERTIFIES and it has attached documented proof of the following good faith efforts to maximize MBE opportunities and comply with METRO Ordinance 92-466A by performing and documenting the following actions:**

1. Identifying and Incorporating in the subcontracting plan *specific Economically Feasible Units* which may be performed by MBEs to increase the likelihood of participation by such enterprises;

**Minimum Documentation Required:** Identification of selected economically feasible units (EFUs) in the Bidder's/ Proposer's subcontracting plan and mandatory inclusion of any EFUs targeted by METRO.

2. Attendance at any Pre-solicitation or Prebid Meetings that were scheduled by METRO to inform MBEs of contracting and subcontracting or material supply opportunities available on the project;

**Minimum Documentation Required:** Signature of representative of Bidder/Proposer on prebid meeting attendance sheet.

3. Placing follow-up Phone Calls not later than five (5) days prior to Bid opening or Proposal submission *to all MBEs* who attended any METRO sponsored prebid or presolicitation meeting with the specific purpose of inquiring as to their intent to participate and encouraging their involvement.

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Telephone Log providing the following information:



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- If Bid(s)/Proposal(s) from MBEs were rejected an *itemization of the dollar amount(s) and reason(s) for rejection*, plus the dollar amount of the Bid accepted.

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**Failure to complete and submit this form and all required documentation at the time of Bid opening/submission deadline will result in the Proposal's rejection as nonresponsive;**

Replacement of a MBE subcontractor before contract award or during contract performance without prior METRO notice and subsequent good faith efforts in selection of a replacement, is prohibited.

**And, Executes this Compliance Agreement as:**

Bidder/Proposer \_\_\_\_\_

By \_\_\_\_\_  
Name Title Date

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 INSURED. 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. If Contractor has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached, as Exhibit B, in lieu of the certificate showing current Workers' Compensation.

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

5. Indemnification. Contractor shall indemnify and hold Metro, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Agreement, or with any patent infringement 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 circumstance, 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

CONDITIONS FOR WAIVER OF COUNCIL APPROVAL

The Council of the Metropolitan Service District waives the requirement for the Council approval of the Financial Advisory Services contracts, subject to the following conditions:

1. The amount of the three year contract for all services shall not exceed \$60,000 annually.
2. The service provided shall conform in all material respects to the specifications set out in the Request for Financial Advisory Services.

## FINANCE COMMITTEE REPORT

RESOLUTION NO. 92-1723A APPROVING A REQUEST FOR PROPOSAL DOCUMENT FOR FINANCIAL ADVISORY SERVICES AND AUTHORIZING THE EXECUTIVE OFFICER TO EXECUTE THE CONTRACT SUBJECT TO CONDITIONS

Date: December 8, 1992

Presented By: Councilor Wyers

**COMMITTEE RECOMMENDATION:** At its December 3, 1992 meeting the Committee voted unanimously to recommend Council approval of Resolution No. 92-1723 as amended. All Committee members were present and voting.

**COMMITTEE DISCUSSION/ISSUES:** Ms. Jennifer Sims, Finance and Management Information Director, presented the Staff Report. She indicated the RFP is for a standard three year professional services contract such as the financial audit or the performance audit contracts. The current three year contract with Public Financial Management expires at the end of the calendar year. General services to be provided by the financial advisor include assistance in the development, issuance and administration of bonded debt; research for various financing alternatives; and general financial advice as needed.

In response to a question from Councilor Gardner about the increase in the dollar amount of the proposed contract (\$180,000) over the current contract (\$125,000), Ms. Sims indicated the total amount of the contract was an estimate based on the potential work to be done, including Greenspaces bonded debt and operating funding, the new transfer station, arts funding and the spectator facilities funding. She also pointed out that with this sort of contract if the funds are not budgeted or the work is not needed then the work will not be done. Council Staff pointed out that one of the conditions set forth in Exhibit B is a limitation on expenditures of no more than \$60,000 each year.

In response to a question from Councilor Wyers, Council Staff pointed out that authorizing the Executive Officer to execute the contract subject to certain conditions at the same time the RFP is released, is provided for in the Code as a way to expedite Council review and approval of contracts. The Council has done this in the past.

## REVISED STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 92-1723-A FOR THE PURPOSE OF APPROVING A REQUEST FOR PROPOSALS DOCUMENT FOR FINANCIAL ADVISORY SERVICES AND WAIVING THE REQUIREMENT FOR COUNCIL APPROVAL OF THE CONTRACT AND AUTHORIZING THE EXECUTIVE OFFICER TO EXECUTE THE CONTRACT SUBJECT TO CONDITIONS.

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Date: November 30, 1992

Presented by: Jennifer Sims

### FACTUAL BACKGROUND

In 1989, the Metropolitan Service District awarded a three year, \$125,000 contract for financial advisor services to Public Financial Management, Inc. The current financial advisor contract expires at the end of this calendar year.

The District's financial advisor will provide assistance in the development, issuance and administration of bonded debt, in researching various financing alternatives and provide general financial advice as needed. A detailed list of the Scope of Work is provided with the Request for Proposal (Attached). The contract will be for a period of three years beginning January 1, 1993.

The services will be budgeted in the appropriate departments each year with a total not to exceed \$60,000 per year.

The wording of the first paragraph of Resolution 92-1723-A has been amended as per suggestion of General Counsel. Exhibit B, which was omitted from the original document, has now been included.

### EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends adoption of Resolution 92-1723-A.

**STAFF REPORT**

**CONSIDERATION OF RESOLUTION NO. 92-1723 FOR THE PURPOSE OF APPROVING A REQUEST FOR PROPOSALS DOCUMENT FOR FINANCIAL ADVISORY SERVICES AND WAIVING THE REQUIREMENT FOR COUNCIL APPROVAL OF THE CONTRACT AND AUTHORIZING THE EXECUTIVE OFFICER TO EXECUTE THE CONTRACT SUBJECT TO CONDITIONS.**

---

Date: November 24, 1992

Presented by: Jennifer Sims

**FACTUAL BACKGROUND**

In 1989, the Metropolitan Service District awarded a three year, \$125,000 contract for financial advisor services to Public Financial Management, Inc. The current financial advisor contract expires at the end of this calendar year.

The District's financial advisor will provide assistance in the development, issuance and administration of bonded debt, in researching various financing alternatives and provide general financial advice as needed. A detailed list of the Scope of Work is provided with the Request for Proposal (Attached). The contract will be for a period of three years beginning January 1, 1993.

The services will be budgeted in the appropriate departments each year with a total not to exceed \$60,000 per year.

**EXECUTIVE OFFICER'S RECOMMENDATION**

The Executive Officer recommends adoption of Resolution 92-1723.



BEFORE THE COUNCIL OF THE  
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF APPROVING )  
A REQUEST FOR PROPOSALS )  
DOCUMENT FOR FINANCIAL )  
ADVISORY SERVICES AND WAIVING )  
THE REQUIREMENT FOR COUNCIL )  
APPROVAL OF THE CONTRACT AND )  
AUTHORIZING THE EXECUTIVE )  
OFFICER TO EXECUTE THE )  
CONTRACT SUBJECT TO )  
CONDITIONS )

RESOLUTION NO. 92-1723-A

Introduced by Rena Cusma

WHEREAS, Section 2.04.033 (b) of the Metro Code requires the Council of the Metropolitan Service District to approve **[any document which is subject to competitive bidding or Request for Proposals procedures]** the issuance of a Request for Proposal for certain contracts which commit the District to expend funds in future fiscal years; and

WHEREAS, the contract for Financial Advisory Services requires Council approval, and the Request for Proposals document has been filed with the Council Clerk; now, therefore,

BE IT RESOLVED,

1. That the Council of the Metropolitan Service District approves the Request for Proposals for Financial Advisory Services attached as Exhibit A hereto and authorizes immediate release for response by vendors or proposers.

2. That subject to the conditions in Exhibit B attached hereto waives the requirement for Council approval of the contract and authorizes the Executive Officer to execute the contract if the conditions are met.

ADOPTED by the Council of the Metropolitan Service District this \_\_\_\_ day of December, 1992.

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Jim Gardner, Presiding Officer



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*Request  
for Proposals*

---

For Financial  
Advisory Services

**METRO**

*Finance & Management Information  
Department  
Finance Division  
2000 SW First Avenue  
Portland, OR 97201-5398  
(503) 221-1646*

*Printed on recycled paper*

# REQUEST FOR PROPOSALS FINANCIAL ADVISORY SERVICES

## I. INTRODUCTION

The Metropolitan Service District (Metro) is requesting proposals from qualified firms to perform financial advisory services. The term of the contract will be for a period of three (3) years starting January 1, 1993. Proposals are due by 5:00 p.m. on Monday, January 4, 1993, in Metro's business offices at 2000 S.W. First Avenue. Details concerning the project and proposal are contained in this document.

## II. BACKGROUND

The Metropolitan Service District (Metro), established by voters in the region in May 1978, was the nation's first directly elected regional government. A new charter was passed by the voters of the district in November 1992. Metro serves the urban areas of Clackamas, Multnomah and Washington counties (including 24 cities), with a population of approximately one million persons. Metro is governed by an Executive Officer elected region-wide, and by Councilors elected from subdistricts (13 currently reducing to 7 starting in January 1995).

Metro is responsible for addressing issues of regional significance that cut across traditional city and county boundaries.

Through Metro's charter the service district has a variety of specific authorized functions. The district shall adopt a Future Vision for the region with an outlook for at least a 50-year period addressing but not limited to: (1) use, restoration and preservation of regional land and natural resources for the benefit of present and future generations, (2) how and where to accommodate the population growth for the region while maintaining a desired quality of life for its residents, and (3) how to develop new communities and additions to the existing urban areas in well-planned ways. The district shall adopt a regional framework plan addressing: (1) regional transportation and mass transit systems, (2) management and amendment of the urban growth boundary, (3) protection of lands outside the urban growth boundary for natural resource, future urban or other uses, (4) housing densities, (5) urban design and settlement patterns, (6) parks, open spaces and recreational facilities, (7) water sources and storage, (8) coordination, to the extent feasible, of Metro growth management and land use planning policies with those of Clark County, Washington, and (9) planning responsibilities mandated by state law. Metro is also authorized to exercise the following functions: (1) Acquisition, development, maintenance of operation of: (a) a metropolitan zoo, (b) public cultural, trade, convention, exhibition, sports, entertainment, and spectator facilities, (c) facilities for the disposal of solid and liquid waste, and (d) a system of parks, open spaces and recreational facilities of metropolitan concern; (2) Disposal of solid and liquid waste; (3) Metropolitan aspects of natural disaster planning and response coordination; (4) Development and marketing of data; and (5) Any other function required by state law or assigned to Metro by the voters. Metro may impose, levy and collect taxes and may issue revenue bonds, general and special obligation bonds, certificates of participation and other obligations.

Currently Metro owns and operates the Metro Washington Park Zoo and the Oregon Convention Center. Metro operates the Civic Stadium, Civic Auditorium, and the Portland Center for the Performing Arts. Metro is responsible for disposal of the region's solid waste. Further, Metro provides regional land use, growth management, and environmental planning, as well as regional transportation planning throughout the metro area. A more detailed description of Metro services may be found in Attachment A to the Request for Proposal.

### **III. SCOPE OF WORK**

All work of the financial advisor will be coordinated through the Director of Finance & Management Information. Principal contacts will include the Financial Planning Manager and key staff personnel of the operating department for which a project is being performed.

The selected financial advisor will be required to perform the following:

#### **A. Bond Debt Administration and Support**

1. Assist Metro in reviewing reports furnished by Metro's paying agent/registrar, on request.
2. Make presentations to the Metro Council, Council Committees, Bond Counsel, and/or staff as needed.
3. Provide other services normally provided to clients which relate to bond sales, such as assistance in preparation of preliminary and final official statements, scheduling and structuring sales/instruments, contact with rating agencies.

#### **B. Metropolitan Exposition-Recreation Commission**

Advise the Commission regarding alternative financing strategies for capital improvements required for existing facilities operated by the Commission (Oregon Convention Center, Civic Stadium, Civic Auditorium, and the Performing Arts Center). Also advise the Commission regarding financing alternatives for possible new facilities that may be added through intergovernmental agreement or constructed in the future. Advise the Commission on future financing plans for on-going operations of its facilities.

#### **C. General Government Financial Advice**

1. On request, assist Metro with its investment policies. This may include advice on compliance with federal arbitrage regulations.
2. Assist Metro in the coordination, preparation and update of long range financial and capital improvements plans. Assist in establishing and monitoring financial indicators and in reviewing and updating agency financial policies.

3. Assist Metro in researching and analyzing various ongoing funding and financing alternatives. Provide assistance with identifying, researching and implementing new funding sources under Metro's home rule charter.
4. Assist Metro on certain other matters which may come to Metro's attention which would require the expertise of a financial consultant.

**D. Additional Projects**

It is expected that financial advice will be required on some of the following projects and potential projects.

1. Regional Transportation Planning Funding
2. Zoo Light Rail Terminal Funding
3. Pricing of Data Resource Center Services
4. Greenspaces Capital and Operations Funding
5. End of the Oregon Trail Funding
6. Zoo Facilities Projects Funding
7. Wilsonville Solid Waste Transfer Station

**IV. CONTENTS OF PROPOSAL**

**A. Organization of Firm**

1. How is the firm organized? Partnership, Corporation or Sole Proprietorship?
2. How will its resources be put to work for Metro?

**B. Personnel**

1. What individuals would be assigned to Metro? Please provide resumes.
2. What would be their availability?
3. What additional professional resources would be available?
4. What technical capabilities are available?

**C. List your most recent financial advisory relationships. Please include the names, addresses, and phone numbers of contact persons. Briefly describe the work performed, including the dollar amount of the issues or other financings.**

**D. Describe you firm's past experience with similar type of work, as described in the Scope of Work, for government agencies and/or special districts.**

**E. Identify any known or potential conflicts of interest in performing the scope of work.**

**F. Outline your firm's experience with the major rating agencies. Discuss this experience and its potential applicability to Metro.**

**G. Describe any innovations you have developed or worked on which would benefit Metro. Briefly outline the problem, your solution and the results.**

- H. Compensation - Please explain the firm's proposed fee schedule for the work proposed. If the firm proposes that Metro bear the costs of incidental expenses, clearly state what type of incidental expenses Metro will be expected to bear. The firm should submit a proposal on a time and materials basis with a not-to-exceed price stated for the proposal. Hourly rates of the personnel assigned to the project should be provided.

Metro does not foresee circumstances in which the Financial Advisor would also participate as bond underwriter.

An annual budget not to exceed \$60,000 has been established for this contract.

- I. Please attach a recent representative example of a municipality's official statement in which you acted as financial advisor.

V. **PROPOSAL INSTRUCTIONS**

- A. **Deadline and Submission of Proposals**

Three copies of the proposal shall be furnished to Metro addressed to:

Jennifer Sims  
Director of Finance and Management Information  
Metropolitan Service District  
2000 S.W. First Avenue  
Portland, OR 97201-5398

Proposals will not be considered if received after 5:00 p.m., Monday, January 4, 1993. Postmarks are not acceptable.

- B. **Basis for Proposals**

This RFP represents the most definitive statement Metro will make concerning the information upon which proposals are to be based. Any verbal information that is not contained in this RFP will not be considered by Metro in evaluating the proposals. All questions relating to the RFP must be submitted in writing to Jennifer Sims, Director of Finance and Management Information. Any questions which in the opinion of Metro warrant a written reply or RFP amendment will be furnished to all parties receiving a copy of this RFP. Metro will not respond to questions received after Tuesday, December 29, 1992.

- C. **Minority Business Program**

In the event that any subcontracts are to be utilized in the performance of this agreement, the Proposer's attention is directed to Metro Ordinance No. 92-466A which will be effective December 24, 1992, and thereafter will establish the language of Metro Code provisions 2.04.100.

The following program information is intended to succinctly outline the prime action steps required of all Bidders/Proposers. It is not a substitute for and shall not be construed as a complete recital of all issues, concerns, and program instructions contained within that ordinance. Therefore, all Bidders/Proposers are specifically advised to consult the original document for definition of the specific terminology contained herein and complete insight into all program requirements.

Copies of that document are available from the Procurement and Contracts Division of Regional Facilities, Metro, Room 340, Metro Center, 2000 S.W. First Avenue, Portland, OR 97201-5398, or call (503) 221-1646, Ext 280.

Metro extends equal opportunity to all persons and specifically encourages Minority Businesses to access and participate in this and all Metro projects, programs and services.

Metro prohibits discrimination against any person or firm based upon race, color, national origin, sex, sexual orientation, age, religion physical handicap, political affiliation or marital status.

Metro specifically requires all Bidders/Proposers to demonstrate and document good faith efforts reasonably expected to produce and maximize the opportunities for subcontractor and supplier involvement by Minority Business Enterprises.

For purposes of this program, performing, documenting, and certifying compliance with all of the actions outlined on the attached form shall constitute a rebuttable presumption that the Bidder/Proposer has made the good faith efforts required by this program.

The attached Program Compliance Form (PCF) is the basis for recording and documenting the completion of the above-listed actions. Completion of the attached form and documentation of all six (6) actions listed on the form are mandatory. Failure to complete and submit the form at the time of Bid opening or Proposal submission and/or any required documentation subsequently requested, will result in rejection of the Bid or Proposal as nonresponsive to Metro's procurement requirements.

By signing the form, the Bidder/Proposer thereby certifies that it has not discriminated against MBEs in obtaining any subcontracts for this project, and that its documented good faith efforts were reasonably expected to result in participation by those enterprises in this project.

Conversely, failure to provide such documentation by the Bid or submission deadline shall create a rebuttable presumption that the respondent has not made a good faith effort as required by the program.

Furthermore, Metro reserves the right, at all times during the subsequent course of any awarded contract, to monitor compliance with the terms of this program, require additional written documentation or proof of good faith efforts, and depend upon the Contractor's immediate compliance.

D. Women-Owned Business Program

In the event that any subcontracts are to be utilized in the performance of this agreement, the Proposer's attention is directed to Metro Ordinance No. 92-466A which will be effective December 24, 1992, and thereafter will establish the language of Metro Code provisions 2.04.200.

The following program information is intended to succinctly outline the prime action steps required of all Bidders/Proposers. It is not a substitute for and shall not be construed as a complete recital of all issues, concerns, and program instructions contained within that ordinance. Therefore, all Bidders/Proposers are specifically advised to consult the original document for definition of the specific terminology contained herein and complete insight into all program requirements.

Copies of that document are available from the Procurement and Contracts Division of Regional Facilities, Metro, Room 340, Metro Center, 2000 S.W. First Avenue, Portland, OR 97201-5398, or call (503) 221-1646, Ext 280.

Metro extends equal opportunity to all persons and specifically encourages Women-owned Businesses to access and participate in this and all Metro projects, programs and services.

Metro prohibits discrimination against any person or firm based upon race, color, national origin, sex, sexual orientation, age, religion physical handicap, political affiliation or marital status.

Metro specifically requires all Bidders/Proposers to demonstrate and document good faith efforts reasonably expected to produce and maximize the opportunities for subcontractor and supplier involvement by Women-owned Business Enterprises.

For purposes of this program, performing, documenting, and certifying compliance with all of the actions outlined on the attached form shall constitute a rebuttable presumption that the Bidder/Proposer has made the good faith efforts required by this program.

The attached Program Compliance Form (PCF) is the basis for recording and documenting the completion of the above-listed actions. Completion of the attached form and documentation of all six (6) actions listed on the form are mandatory. Failure to complete and submit the form at the time of Bid opening or Proposal submission and/or any required documentation subsequently requested, will result in rejection of the Bid or Proposal as nonresponsive to Metro's procurement requirements.

By signing the form, the Bidder/Proposer thereby certifies that it has not discriminated against WBEs in obtaining any subcontracts for this project, and that its documented good faith efforts were reasonably expected to result in participation by those enterprises in this project.



Conversely, failure to provide such documentation by the Bid or submission deadline shall create a rebuttable presumption that the respondent has not made a good faith effort as required by the program.

Furthermore, Metro reserves the right, at all times during the subsequent course of any awarded contract, to monitor compliance with the terms of this program, require additional written documentation or proof of good faith efforts, and depend upon the Contractor's immediate compliance.

## **VI. GENERAL PROPOSAL AND CONTRACT CONDITIONS**

- A. **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 RFP.
- B. **Contract Type** - Metro intends to award a personal services contract with the selected firm for this project. A copy of the standard contract form which the successful consultant will be required to execute is attached.
- C. **Billing Procedures** - Proposers are informed that the billing procedures of the selected firm are subject to the review and prior approval of Metro before reimbursement of services can occur. A monthly billing, accompanied by a progress report, will be prepared for review and approval.
- D. **Validity Period and Authority** - The proposal shall be considered valid for a period of at least ninety (90) days and shall contain a statement to that effect. The proposal shall contain the name, title, address and telephone number of an individual or individuals with authority to bind any company contacted during the period in which Metro is evaluating the proposal.

## **VII. EVALUATION CRITERIA**

Firms responding to the Request for Proposals will be evaluated on the basis of the following:

- 1. **General (15 points)**
  - a. **Organization of proposal**
  - b. **Responsiveness to the purpose and scope of services.**
  - c. **Use of subconsultants and compliance with Metro's Disadvantaged Business Program, if appropriate.**

2. Personnel (30 points)
  - a. Experience and qualifications of personnel assigned to this project determined from material provided
  - b. Availability of personnel assigned
  - c. Additional professional resources available
3. Organization and Experience of Firm (30 points)
  - a. How will the firm's resources be put to work for Metro?
  - b. Past experience with similar type of work for government agencies and/or special districts.
  - c. Previous experience with the major rating agencies
  - d. Favorable references from previous financial advisory relationships
4. Cost of services. (25 points)

All firms submitting proposals will be notified when a consultant has been selected. Metro reserves the right to reject any or all proposals, to waive irregularities and technicalities and to accept the proposal deemed most advantageous to the District.

## ATTACHMENT A

### METRO SERVICES

#### Metro Washington Park Zoo

Metro owns and operates a 64-acre zoo. This facility is a major cultural, educational and recreational attraction drawing visitors from throughout Oregon and the Pacific Northwest. Average annual attendance is 1,000,000 persons which is the largest admission attraction in the state.

The Zoo is funded through two major sources: 1) enterprise revenues (admission fees, concessions revenues, etc.); and 2) a property tax. Since Metro began operating the Zoo, there have been a number of improvements. These include the Cascades Stream and Pond Exhibit, the Alaska Tundra Exhibit, the Africa Exhibit, the Africa Rain Forest and remodeling of the Penguinarium, West Bear Grottos, the primate facilities and the administration and entranceway facilities. A Master Plan proposes improvements to exhibits as well as investments to improve the function of the Visitor Services and parking areas. The Zoo has not used debt financing for any improvements since Metro began its operation.

#### Solid Waste

Metro is responsible for disposal of approximately one million tons of waste per year. This includes planning, developing and managing the region's landfills and transfer stations, and providing recycling promotion, education and local assistance programs. It does not include collection.

Metro through its operations directly handles approximately 600,000 tons of waste each year. To accomplish this Metro owns and contracts the operation of two transfer stations, the Metro South Station and the Metro Central Station. The waste is sent to the Columbia Ridge landfill with which Metro has a long term contract. A compost facility may come back on line in 1993.

Plans for another transfer station for handling solid waste in the Wilsonville area are currently being evaluated.

Funding for solid waste operations is paid entirely through user fees. No taxes are used to fund these services. A solid waste master bond ordinance has been adopted and revenue bonds issued for capital construction. Construction of the Metro Central Transfer Station was funded by Waste System Revenue Bonds of \$28,500,000. Construction of the Riedel Oregon Compost Company, Inc. Project was funded by Waste Disposal Project Revenue Bonds of \$26,605,000. Credit Suisse will be responsible for payment of the Compost Project bonds until and unless the operating performance specifications are met.

### Local Government Services

Metro coordinates a variety of special services to local governments in the region, including: transportation planning, regional data research and analysis, development services, technical services to local governments and monitoring the urban growth boundary.

Through the Joint Policy Advisory Committee on Transportation, Metro works with local governments to secure and allocate federal highway and transit funds for the region. The Regional Transportation Plan, currently being updated, will be a guide to highway and transit improvements needed to the year 2005 in the tri-county area. Additionally, with a regional computerized data base, the Data Resource Center provides demographic data and analysis to private and public sectors. A regional population and employment forecast to the year 2005 has been updated.

The Planning Department also provides land-use, economic development and public facility planning services for the Metro region. Through administration of the urban growth boundary, Metro defines land to be used for urban development during the next 20 year. Metro also helps local governments prepare and update their comprehensive land use plans. The department also provides services to local governments through professional training workshops, intern and grant application assistance and a directory of regional governments.

Local government services are funded by three primary sources: 1) Metro excise taxes; 2) local government assessment dues (based on population) as authorized by the state legislature; and 3) state and federal grants. Because the Planning departments provide professional services, there is no capital or debt service requirements at this time.

### Oregon Convention Center

The Oregon Convention Center opened in August 1990. The convention center site is on Portland's east side near the Memorial Coliseum. The facility has 200,000 square feet of exhibit and meeting space plus 200,000 square feet for support facilities.

Metro has established the Metropolitan Exposition-Recreation Commission to oversee marketing and operations. The Portland/Oregon Visitors Association, under contract to Metro E-R Commission, directs a national marketing campaign aimed at convention and trade show organizers.

### Metro Center Building Construction

Major renovation and reconstruction of a building for Metro headquarters operations should be completed in April 1992. Construction of the Metro Headquarters Building Project is being funded by \$22,990,000 of General Revenue Bonds.

**CONDITIONS FOR WAIVER OF COUNCIL APPROVAL**

The Council of the Metropolitan Service District waives the requirement for the Council approval of the Financial Advisory Services contracts, subject to the following conditions:

1. The amount of the three year contract for all services shall not exceed \$60,000 annually.
2. The service provided shall conform in all material respects to the specifications set out in the Request for Financial Advisory Services.

## **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 as a part of the RFP process.

METRO reserves the right to reevaluate alternative proposals if the finalist later requests material changes to this contract form.

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 amount(s), manner and at the time(s) specified in the Scope of Work for maximum a sum not to exceed \_\_\_\_\_ AND \_\_\_\_\_/100THS DOLLARS (\$\_\_\_\_\_).
4. **Insurance.**
  - a. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:
    - (1) Broad form comprehensive general liability insurance covering bodily injury and property damage, with automatic coverage for premises, operations, and product liability. The policy must be endorsed with contractual liability coverage; and
    - (2) Automobile bodily injury and property damage liability insurance.
  - b. Insurance coverage shall be a minimum of \$500,000 per occurrence. If coverage is written with an annual aggregate limit, the aggregate limit shall not be less than \$1,000,000.
  - c. Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS. Notice of any material change or policy cancellation shall be provided to Metro 30 days prior to the change or cancellation.

d. Contractor, its subcontractors, if any, and all employers working under this Agreement 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. If Contractor has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached, as Exhibit B, in lieu of the certificate showing current Workers' Compensation.

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

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

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

7. Ownership of Documents. All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by Contractor pursuant to this Agreement are the property of Metro, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such documents.

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

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



Scope of Work; and for meeting all other requirements of law in carrying out this Agreement. Contractor shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to Metro.

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

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

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

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

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

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

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

CONTRACTOR

METROPOLITAN SERVICE DISTRICT

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

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

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

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

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

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

**EXHIBIT B**

**NO EMPLOYEES CERTIFICATE**

The undersigned Contractor in the attached Metropolitan Service District Personal Services Agreement certifies:

1. I provide services under my own name or under the assumed business name shown on the attached agreement.
2. I have no employees.
3. I am not incorporated.
4. No employees of any employer will provide services in the performance of the attached Metropolitan Service District Personal Services Agreement.

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

**PROGRAM COMPLIANCE FORM**

Project Name \_\_\_\_\_

Bidder/Proposer \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Business ( ) \_\_\_\_\_  
Fax ( ) \_\_\_\_\_

**BIDDER/PROPOSER HEREBY CERTIFIES and it has attached documented proof of the following good faith efforts to maximize MBE opportunities and comply with METRO Ordinance 92-466A by performing and documenting the following actions:**

1. **Identifying and Incorporating** in the subcontracting plan *specific Economically Feasible Units* which may be performed by MBEs to increase the likelihood of participation by such enterprises;

**Minimum Documentation Required:** Identification of selected economically feasible units (EFUs) in the Bidder's/ Proposer's subcontracting plan and mandatory inclusion of any EFUs targeted by METRO.

2. **Attendance at any Pre-solicitation or Prebid Meetings** that were scheduled by METRO to inform MBEs of contracting and subcontracting or material supply opportunities available on the project;

**Minimum Documentation Required:** Signature of representative of Bidder/Proposer on prebid meeting attendance sheet.

3. **Placing follow-up Phone Calls** not later than five (5) days prior to Bid opening or Proposal submission *to all MBEs* who attended any METRO sponsored prebid or presolicitation meeting with the specific purpose of inquiring as to their intent to participate and encouraging their involvement.

**Minimum Documentation Required:**

**Telephone Log** providing the following information:

- Dates and Times of Call(s) including the names of the individuals placing and receiving them;
  - Results Attained (Submitted, Will Submit, Declined to Submit or Failed to Respond)
  - If Bid(s)/Proposal(s) from MBEs were rejected an *itemization of the dollar amount(s) and reason(s) for rejection*, plus the dollar amount of the Bid accepted.
4. Providing Project Information or referring interested MBEs to the appropriate plan centers for identification of the subcontract or material supply work.
  5. Negotiating with Interested, Capable and Competitive MBE Bidders; Not Rejecting any MBE Bid without Justification; Observing Bid Shopping Prohibition.
  6. Notifying MBEs if Bonding is Required and referring them to a potential bond source.

**By signing this document Bidder/Proposer hereby certifies that:**

It has not discriminated against any MBEs in obtaining any subcontracts for this project, and the good faith efforts documented herein were reasonably expected to result in participation of MBEs in this project in compliance with the above cited METRO program.

**Acknowledges that:**

METRO reserves the right to verify the documentation of the lowest responsible Bidder and require additional written documentation of good faith efforts;

Failure to complete and submit this form and all required documentation at the time of Bid opening/submission deadline will result in the Proposal's rejection as nonresponsive;

Replacement of a MBE subcontractor before contract award or during contract performance without prior METRO notice and subsequent good faith efforts in selection of a replacement, is prohibited.

**And, Executes this Compliance Agreement as:**

Bidder/Proposer \_\_\_\_\_

By \_\_\_\_\_  
Name Title Date

**PROGRAM COMPLIANCE FORM**

Project Name \_\_\_\_\_

Bidder/Proposer \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Business ( ) \_\_\_\_\_  
Fax ( ) \_\_\_\_\_

**BIDDER/PROPOSER HEREBY CERTIFIES** and it has attached documented proof of the following good faith efforts to maximize WBE opportunities and comply with METRO Ordinance 92-466A by performing and documenting the following actions:

1. Identifying and Incorporating in the subcontracting plan *specific Economically Feasible Units* which may be performed by WBEs to increase the likelihood of participation by such enterprises;

**Minimum Documentation Required:** Identification of selected economically feasible units (EFUs) in the Bidder's/ Proposer's subcontracting plan and mandatory inclusion of any EFUs targeted by METRO.

2. Attendance at any Pre-solicitation or Prebid Meetings that were scheduled by METRO to inform WBEs of contracting and subcontracting or material supply opportunities available on the project;

**Minimum Documentation Required:** Signature of representative of Bidder/Proposer on prebid meeting attendance sheet.

3. Placing follow-up Phone Calls not later than five (5) days prior to Bid opening or Proposal submission *to all WBEs* who attended any METRO sponsored prebid or presolicitation meeting with the specific purpose of inquiring as to their intent to participate and encouraging their involvement.

**Minimum Documentation Required:**

Telephone Log providing the following information:



**BEFORE THE COUNCIL OF THE  
METROPOLITAN SERVICE DISTRICT**

**FOR THE PURPOSE OF APPROVING )  
A REQUEST FOR PROPOSALS )  
DOCUMENT FOR FINANCIAL )  
ADVISORY SERVICES AND WAIVING )  
THE REQUIREMENT FOR COUNCIL )  
APPROVAL OF THE CONTRACT AND )  
AUTHORIZING THE EXECUTIVE )  
OFFICER TO EXECUTE THE )  
CONTRACT SUBJECT TO )  
CONDITIONS )**

**RESOLUTION NO. 92-1723**

**Introduced by Rena Cusma**

**WHEREAS, Section 2.04.033 (b) of the Metro Code requires the Council of the Metropolitan Service District to approve the issuance of a Request for Proposal for certain contracts which commit the District to expend funds in future fiscal years; and**

**WHEREAS, the contract for Financial Advisory Services requires Council approval, and the Request for Proposals document has been filed with the Council Clerk; now, therefore,**

**BE IT RESOLVED,**

**1. That the Council of the Metropolitan Service District approves the Request for Proposals for Financial Advisory Services attached as Exhibit A hereto and authorizes immediate release for response by vendors or proposers.**

**2. That subject to the conditions in Exhibit B attached hereto waives the requirement for Council approval of the contract and authorizes the Executive Officer to execute the contract if the conditions are met.**

**ADOPTED by the Council of the Metropolitan Service District this \_\_\_\_ day of December, 1992.**

---

**Jim Gardner, Presiding Officer**

**CONDITIONS FOR WAIVER OF COUNCIL APPROVAL**

**The Council of the Metropolitan Service District waives the requirement for the Council approval of the Financial Advisory Services contracts, subject to the following conditions:**

- 1. The amount of the three year contract for all services shall not exceed \$60,000 annually.**
- 2. The service provided shall conform in all material respects to the specifications set out in the Request for Financial Advisory Services.**



BEFORE THE COUNCIL OF THE  
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF APPROVING ) RESOLUTION NO. 92-1723  
A REQUEST FOR PROPOSALS )  
DOCUMENT FOR FINANCIAL ) Introduced by Rena Cusma  
ADVISORY SERVICES AND WAIVING )  
THE REQUIREMENT FOR COUNCIL )  
APPROVAL OF THE CONTRACT AND )  
AUTHORIZING THE EXECUTIVE )  
OFFICER TO EXECUTE THE )  
CONTRACT SUBJECT TO )  
CONDITIONS )

WHEREAS, Section 2.04.033 (b) of the Metro Code requires the Council to approve any document which is subject to competitive bidding or Request for Proposals procedures; and

WHEREAS, the contract for Financial Advisory Services requires Council approval, and the Request for Proposals document has been filed with the Council Clerk; now, therefore,

BE IT RESOLVED,

1. That the Council of the Metropolitan Service District approves the Request for Proposals for Financial Advisory Services attached as Exhibit A hereto and authorizes immediate release for response by vendors or proposers.

2. That subject to the conditions in Exhibit B attached hereto waives the requirement for Council approval of the contract and authorizes the Executive Officer to execute the contract if the conditions are met.

ADOPTED by the Council of the Metropolitan Service District this \_\_\_\_ day of December, 1992.

---

Jim Gardner, Presiding Officer

RSR:rs  
2154



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*Request  
for Proposals*

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For Financial  
Advisory Services

**METRO**

*Finance & Management Information  
Department  
Finance Division  
2000 SW First Avenue  
Portland, OR 97201-5398  
(503) 221-1646*

*Printed on recycled paper*

# **REQUEST FOR PROPOSALS FINANCIAL ADVISORY SERVICES**

## **I. INTRODUCTION**

The Metropolitan Service District (Metro) is requesting proposals from qualified firms to perform financial advisory services. The term of the contract will be for a period of three (3) years starting January 1, 1993. Proposals are due by 5:00 p.m. on Monday, January 4, 1993, in Metro's business offices at 2000 S.W. First Avenue. Details concerning the project and proposal are contained in this document.

## **II. BACKGROUND**

The Metropolitan Service District (Metro), established by voters in the region in May 1978, was the nation's first directly elected regional government. A new charter was passed by the voters of the district in November 1992. Metro serves the urban areas of Clackamas, Multnomah and Washington counties (including 24 cities), with a population of approximately one million persons. Metro is governed by an Executive Officer elected region-wide, and by Councilors elected from subdistricts (13 currently reducing to 7 starting in January 1995).

Metro is responsible for addressing issues of regional significance that cut across traditional city and county boundaries.

Through Metro's charter the service district has a variety of specific authorized functions. The district shall adopt a Future Vision for the region with an outlook for at least a 50-year period addressing but not limited to: (1) use, restoration and preservation of regional land and natural resources for the benefit of present and future generations, (2) how and where to accommodate the population growth for the region while maintaining a desired quality of life for its residents, and (3) how to develop new communities and additions to the existing urban areas in well-planned ways. The district shall adopt a regional framework plan addressing: (1) regional transportation and mass transit systems, (2) management and amendment of the urban growth boundary, (3) protection of lands outside the urban growth boundary for natural resource, future urban or other uses, (4) housing densities, (5) urban design and settlement patterns, (6) parks, open spaces and recreational facilities, (7) water sources and storage, (8) coordination, to the extent feasible, of Metro growth management and land use planning policies with those of Clark County, Washington, and (9) planning responsibilities mandated by state law. Metro is also authorized to exercise the following functions: (1) Acquisition, development, maintenance of operation of: (a) a metropolitan zoo, (b) public cultural, trade, convention, exhibition, sports, entertainment, and spectator facilities, (c) facilities for the disposal of solid and liquid waste, and (d) a system of parks, open spaces and recreational facilities of metropolitan concern; (2) Disposal of solid and liquid waste; (3) Metropolitan aspects of natural disaster planning and response coordination; (4) Development and marketing of data; and (5) Any other function required by state law or assigned to Metro by the voters. Metro may impose, levy and collect taxes and may issue revenue bonds, general and special obligation bonds, certificates of participation and other obligations.

Currently Metro owns and operates the Metro Washington Park Zoo and the Oregon Convention Center. Metro operates the Civic Stadium, Civic Auditorium, and the Portland Center for the Performing Arts. Metro is responsible for disposal of the region's solid waste. Further, Metro provides regional land use, growth management, and environmental planning, as well as regional transportation planning throughout the metro area. A more detailed description of Metro services may be found in Attachment A to the Request for Proposal.

### III. **SCOPE OF WORK**

All work of the financial advisor will be coordinated through the Director of Finance & Management Information. Principal contacts will include the Financial Planning Manager and key staff personnel of the operating department for which a project is being performed.

The selected financial advisor will be required to perform the following:

#### A. Bond Debt Administration and Support

1. Assist Metro in reviewing reports furnished by Metro's paying agent/registrar, on request.
2. Make presentations to the Metro Council, Council Committees, Bond Counsel, and/or staff as needed.
3. Provide other services normally provided to clients which relate to bond sales, such as assistance in preparation of preliminary and final official statements, scheduling and structuring sales/instruments, contact with rating agencies.

#### B. Metropolitan Exposition-Recreation Commission

Advise the Commission regarding alternative financing strategies for capital improvements required for existing facilities operated by the Commission (Oregon Convention Center, Civic Stadium, Civic Auditorium, and the Performing Arts Center). Also advise the Commission regarding financing alternatives for possible new facilities that may be added through intergovernmental agreement or constructed in the future. Advise the Commission on future financing plans for on-going operations of its facilities.

#### C. General Government Financial Advice

1. On request, assist Metro with its investment policies. This may include advice on compliance with federal arbitrage regulations.
2. Assist Metro in the coordination, preparation and update of long range financial and capital improvements plans. Assist in establishing and monitoring financial indicators and in reviewing and updating agency financial policies.

3. Assist Metro in researching and analyzing various ongoing funding and financing alternatives. Provide assistance with identifying, researching and implementing new funding sources under Metro's home rule charter.
4. Assist Metro on certain other matters which may come to Metro's attention which would require the expertise of a financial consultant.

D. Additional Projects

It is expected that financial advice will be required on some of the following projects and potential projects.

1. Regional Transportation Planning Funding
2. Zoo Light Rail Terminal Funding
3. Pricing of Data Resource Center Services
4. Greenspaces Capital and Operations Funding
5. End of the Oregon Trail Funding
6. Zoo Facilities Projects Funding
7. Wilsonville Solid Waste Transfer Station

IV. CONTENTS OF PROPOSAL

- A. Organization of Firm
  1. How is the firm organized? Partnership, Corporation or Sole Proprietorship?
  2. How will its resources be put to work for Metro?
- B. Personnel
  1. What individuals would be assigned to Metro? Please provide resumes.
  2. What would be their availability?
  3. What additional professional resources would be available?
  4. What technical capabilities are available?
- C. List your most recent financial advisory relationships. Please include the names, addresses, and phone numbers of contact persons. Briefly describe the work performed, including the dollar amount of the issues or other financings.
- D. Describe your firm's past experience with similar type of work, as described in the Scope of Work, for government agencies and/or special districts.
- E. Identify any known or potential conflicts of interest in performing the scope of work.
- F. Outline your firm's experience with the major rating agencies. Discuss this experience and its potential applicability to Metro.
- G. Describe any innovations you have developed or worked on which would benefit Metro. Briefly outline the problem, your solution and the results.

- H. Compensation - Please explain the firm's proposed fee schedule for the work proposed. If the firm proposes that Metro bear the costs of incidental expenses, clearly state what type of incidental expenses Metro will be expected to bear. The firm should submit a proposal on a time and materials basis with a not-to-exceed price stated for the proposal. Hourly rates of the personnel assigned to the project should be provided.

Metro does not foresee circumstances in which the Financial Advisor would also participate as bond underwriter.

An annual budget not to exceed \$60,000 has been established for this contract.

- I. Please attach a recent representative example of a municipality's official statement in which you acted as financial advisor.

V. **PROPOSAL INSTRUCTIONS**

A. **Deadline and Submission of Proposals**

Three copies of the proposal shall be furnished to Metro addressed to:

Jennifer Sims  
Director of Finance and Management Information  
Metropolitan Service District  
2000 S.W. First Avenue  
Portland, OR 97201-5398

Proposals will not be considered if received after 5:00 p.m., Monday, January 4, 1993.  
Postmarks are not acceptable.

B. **Basis for Proposals**

This RFP represents the most definitive statement Metro will make concerning the information upon which proposals are to be based. Any verbal information that is not contained in this RFP will not be considered by Metro in evaluating the proposals. All questions relating to the RFP must be submitted in writing to Jennifer Sims, Director of Finance and Management Information. Any questions which in the opinion of Metro warrant a written reply or RFP amendment will be furnished to all parties receiving a copy of this RFP. Metro will not respond to questions received after Tuesday, December 29, 1992.

C. **Minority Business Program**

In the event that any subcontracts are to be utilized in the performance of this agreement, the Proposer's attention is directed to Metro Ordinance No. 92-466A which will be effective December 24, 1992, and thereafter will establish the language of Metro Code provisions 2.04.100.

The following program information is intended to succinctly outline the prime action steps required of all Bidders/Proposers. It is not a substitute for and shall not be construed as a complete recital of all issues, concerns, and program instructions contained within that ordinance. Therefore, all Bidders/Proposers are specifically advised to consult the original document for definition of the specific terminology contained herein and complete insight into all program requirements.

Copies of that document are available from the Procurement and Contracts Division of Regional Facilities, Metro, Room 340, Metro Center, 2000 S.W. First Avenue, Portland, OR 97201-5398, or call (503) 221-1646, Ext 280.

Metro extends equal opportunity to all persons and specifically encourages Minority Businesses to access and participate in this and all Metro projects, programs and services.

Metro prohibits discrimination against any person or firm based upon race, color, national origin, sex, sexual orientation, age, religion physical handicap, political affiliation or marital status.

Metro specifically requires all Bidders/Proposers to demonstrate and document good faith efforts reasonably expected to produce and maximize the opportunities for subcontractor and supplier involvement by Minority Business Enterprises.

For purposes of this program, performing, documenting, and certifying compliance with all of the actions outlined on the attached form shall constitute a rebuttable presumption that the Bidder/Proposer has made the good faith efforts required by this program.

The attached Program Compliance Form (PCF) is the basis for recording and documenting the completion of the above-listed actions. Completion of the attached form and documentation of all six (6) actions listed on the form are mandatory. Failure to complete and submit the form at the time of Bid opening or Proposal submission and/or any required documentation subsequently requested, will result in rejection of the Bid or Proposal as nonresponsive to Metro's procurement requirements.

By signing the form, the Bidder/Proposer thereby certifies that it has not discriminated against MBEs in obtaining any subcontracts for this project, and that its documented good faith efforts were reasonably expected to result in participation by those enterprises in this project.

Conversely, failure to provide such documentation by the Bid or submission deadline shall create a rebuttable presumption that the respondent has not made a good faith effort as required by the program.

Furthermore, Metro reserves the right, at all times during the subsequent course of any awarded contract, to monitor compliance with the terms of this program, require additional written documentation or proof of good faith efforts, and depend upon the Contractor's immediate compliance.

D. Women-Owned Business Program

In the event that any subcontracts are to be utilized in the performance of this agreement, the Proposer's attention is directed to Metro Ordinance No. 92-466A which will be effective December 24, 1992, and thereafter will establish the language of Metro Code provisions 2.04.200.

The following program information is intended to succinctly outline the prime action steps required of all Bidders/Proposers. It is not a substitute for and shall not be construed as a complete recital of all issues, concerns, and program instructions contained within that ordinance. Therefore, all Bidders/Proposers are specifically advised to consult the original document for definition of the specific terminology contained herein and complete insight into all program requirements.

Copies of that document are available from the Procurement and Contracts Division of Regional Facilities, Metro, Room 340, Metro Center, 2000 S.W. First Avenue, Portland, OR 97201-5398, or call (503) 221-1646, Ext 280.

Metro extends equal opportunity to all persons and specifically encourages Women-owned Businesses to access and participate in this and all Metro projects, programs and services.

Metro prohibits discrimination against any person or firm based upon race, color, national origin, sex, sexual orientation, age, religion physical handicap, political affiliation or marital status.

Metro specifically requires all Bidders/Proposers to demonstrate and document good faith efforts reasonably expected to produce and maximize the opportunities for subcontractor and supplier involvement by Women-owned Business Enterprises.

For purposes of this program, performing, documenting, and certifying compliance with all of the actions outlined on the attached form shall constitute a rebuttable presumption that the Bidder/Proposer has made the good faith efforts required by this program.

The attached Program Compliance Form (PCF) is the basis for recording and documenting the completion of the above-listed actions. Completion of the attached form and documentation of all six (6) actions listed on the form are mandatory. Failure to complete and submit the form at the time of Bid opening or Proposal submission and/or any required documentation subsequently requested, will result in rejection of the Bid or Proposal as nonresponsive to Metro's procurement requirements.

By signing the form, the Bidder/Proposer thereby certifies that it has not discriminated against WBEs in obtaining any subcontracts for this project, and that its documented good faith efforts were reasonably expected to result in participation by those enterprises in this project.



Conversely, failure to provide such documentation by the Bid or submission deadline shall create a rebuttable presumption that the respondent has not made a good faith effort as required by the program.

Furthermore, Metro reserves the right, at all times during the subsequent course of any awarded contract, to monitor compliance with the terms of this program, require additional written documentation or proof of good faith efforts, and depend upon the Contractor's immediate compliance.

## **VI. GENERAL PROPOSAL AND CONTRACT CONDITIONS**

- A. **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 RFP.
- B. **Contract Type** - Metro intends to award a personal services contract with the selected firm for this project. A copy of the standard contract form which the successful consultant will be required to execute is attached.
- C. **Billing Procedures** - Proposers are informed that the billing procedures of the selected firm are subject to the review and prior approval of Metro before reimbursement of services can occur. A monthly billing, accompanied by a progress report, will be prepared for review and approval.
- D. **Validity Period and Authority** - The proposal shall be considered valid for a period of at least ninety (90) days and shall contain a statement to that effect. The proposal shall contain the name, title, address and telephone number of an individual or individuals with authority to bind any company contacted during the period in which Metro is evaluating the proposal.

## **VII. EVALUATION CRITERIA**

Firms responding to the Request for Proposals will be evaluated on the basis of the following:

- 1. **General (15 points)**
  - a. **Organization of proposal**
  - b. **Responsiveness to the purpose and scope of services.**
  - c. **Use of subconsultants and compliance with Metro's Disadvantaged Business Program, if appropriate.**

Request for Proposals  
Financial Advisory Services  
Page 8

2. Personnel (30 points)
  - a. Experience and qualifications of personnel assigned to this project determined from material provided
  - b. Availability of personnel assigned
  - c. Additional professional resources available
3. Organization and Experience of Firm (30 points)
  - a. How will the firm's resources be put to work for Metro?
  - b. Past experience with similar type of work for government agencies and/or special districts.
  - c. Previous experience with the major rating agencies
  - d. Favorable references from previous financial advisory relationships
4. Cost of services. (25 points)

All firms submitting proposals will be notified when a consultant has been selected. Metro reserves the right to reject any or all proposals, to waive irregularities and technicalities and to accept the proposal deemed most advantageous to the District.

## ATTACHMENT A

### METRO SERVICES

#### Metro Washington Park Zoo

Metro owns and operates a 64-acre zoo. This facility is a major cultural, educational and recreational attraction drawing visitors from throughout Oregon and the Pacific Northwest. Average annual attendance is 1,000,000 persons which is the largest admission attraction in the state.

The Zoo is funded through two major sources: 1) enterprise revenues (admission fees, concessions revenues, etc.); and 2) a property tax. Since Metro began operating the Zoo, there have been a number of improvements. These include the Cascades Stream and Pond Exhibit, the Alaska Tundra Exhibit, the Africa Exhibit, the Africa Rain Forest and remodeling of the Penguinarium, West Bear Grottos, the primate facilities and the administration and entranceway facilities. A Master Plan proposes improvements to exhibits as well as investments to improve the function of the Visitor Services and parking areas. The Zoo has not used debt financing for any improvements since Metro began its operation.

#### Solid Waste

Metro is responsible for disposal of approximately one million tons of waste per year. This includes planning, developing and managing the region's landfills and transfer stations, and providing recycling promotion, education and local assistance programs. It does not include collection.

Metro through its operations directly handles approximately 600,000 tons of waste each year. To accomplish this Metro owns and contracts the operation of two transfer stations, the Metro South Station and the Metro Central Station. The waste is sent to the Columbia Ridge landfill with which Metro has a long term contract. A compost facility may come back on line in 1993.

Plans for another transfer station for handling solid waste in the Wilsonville area are currently being evaluated.

Funding for solid waste operations is paid entirely through user fees. No taxes are used to fund these services. A solid waste master bond ordinance has been adopted and revenue bonds issued for capital construction. Construction of the Metro Central Transfer Station was funded by Waste System Revenue Bonds of \$28,500,000. Construction of the Riedel Oregon Compost Company, Inc. Project was funded by Waste Disposal Project Revenue Bonds of \$26,605,000. Credit Suisse will be responsible for payment of the Compost Project bonds until and unless the operating performance specifications are met.

### Local Government Services

Metro coordinates a variety of special services to local governments in the region, including: transportation planning, regional data research and analysis, development services, technical services to local governments and monitoring the urban growth boundary.

Through the Joint Policy Advisory Committee on Transportation, Metro works with local governments to secure and allocate federal highway and transit funds for the region. The Regional Transportation Plan, currently being updated, will be a guide to highway and transit improvements needed to the year 2005 in the tri-county area. Additionally, with a regional computerized data base, the Data Resource Center provides demographic data and analysis to private and public sectors. A regional population and employment forecast to the year 2005 has been updated.

The Planning Department also provides land-use, economic development and public facility planning services for the Metro region. Through administration of the urban growth boundary, Metro defines land to be used for urban development during the next 20 year. Metro also helps local governments prepare and update their comprehensive land use plans. The department also provides services to local governments through professional training workshops, intern and grant application assistance and a directory of regional governments.

Local government services are funded by three primary sources: 1) Metro excise taxes; 2) local government assessment dues (based on population) as authorized by the state legislature; and 3) state and federal grants. Because the Planning departments provide professional services, there is no capital or debt service requirements at this time.

### Oregon Convention Center

The Oregon Convention Center opened in August 1990. The convention center site is on Portland's east side near the Memorial Coliseum. The facility has 200,000 square feet of exhibit and meeting space plus 200,000 square feet for support facilities.

Metro has established the Metropolitan Exposition-Recreation Commission to oversee marketing and operations. The Portland/Oregon Visitors Association, under contract to Metro E-R Commission, directs a national marketing campaign aimed at convention and trade show organizers.

### Metro Center Building Construction

Major renovation and reconstruction of a building for Metro headquarters operations should be completed in April 1992. Construction of the Metro Headquarters Building Project is being funded by \$22,990,000 of General Revenue Bonds.

CONDITIONS FOR WAIVER OF COUNCIL APPROVAL

The Council of the Metropolitan Service District waives the requirement for the Council approval of the Financial Advisory Services contracts, subject to the following conditions:

1. The amount of the three year contract for all services shall not exceed \$60,000 annually.
2. The service provided shall conform in all material respects to the specifications set out in the Request for Financial Advisory Services.

## **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 as a part of the RFP process.

METRO reserves the right to reevaluate alternative proposals if the finalist later requests material changes to this contract form.

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 amount(s), manner and at the time(s) specified in the Scope of Work for maximum a sum not to exceed \_\_\_\_\_ AND \_\_\_\_\_/100THS DOLLARS (\$\_\_\_\_\_).
4. Insurance.
  - a. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:
    - (1) Broad form comprehensive general liability insurance covering bodily injury and property damage, with automatic coverage for premises, operations, and product liability. The policy must be endorsed with contractual liability coverage; and
    - (2) Automobile bodily injury and property damage liability insurance.
  - b. Insurance coverage shall be a minimum of \$500,000 per occurrence. If coverage is written with an annual aggregate limit, the aggregate limit shall not be less than \$1,000,000.
  - c. Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSURED. 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. If Contractor has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached, as Exhibit B, in lieu of the certificate showing current Workers' Compensation.

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

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

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

7. Ownership of Documents. All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by Contractor pursuant to this Agreement are the property of Metro, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such documents.

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

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



Scope of Work; and for meeting all other requirements of law in carrying out this Agreement. Contractor shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to Metro.

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

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

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

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

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

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

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

CONTRACTOR

METROPOLITAN SERVICE DISTRICT

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

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

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

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

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

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

**EXHIBIT B**

**NO EMPLOYEES CERTIFICATE**

The undersigned Contractor in the attached Metropolitan Service District Personal Services Agreement certifies:

1. I provide services under my own name or under the assumed business name shown on the attached agreement.
2. I have no employees.
3. I am not incorporated.
4. No employees of any employer will provide services in the performance of the attached Metropolitan Service District Personal Services Agreement.

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

**EXHIBIT B**

**WORKERS' COMPENSATION EXEMPTION CERTIFICATE**  
**for**  
**SMALL CORPORATIONS**

I certify that all labor necessary to complete the services described in the attached Agreement will be performed only by the undersigned and \_\_\_\_\_, and that each such person is an officer, director and owner of a substantial interest in \_\_\_\_\_, a corporation organized under the laws of the state of \_\_\_\_\_.

Dated this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

\_\_\_\_\_

**PROGRAM COMPLIANCE FORM**

Project Name \_\_\_\_\_

Bidder/Proposer \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Business ( ) \_\_\_\_\_  
Fax ( ) \_\_\_\_\_

**BIDDER/PROPOSER HEREBY CERTIFIES and it has attached documented proof of the following good faith efforts to maximize MBE opportunities and comply with METRO Ordinance 92-466A by performing and documenting the following actions:**

1. **Identifying and Incorporating** in the subcontracting plan *specific Economically Feasible Units* which may be performed by MBEs to increase the likelihood of participation by such enterprises;

**Minimum Documentation Required:** Identification of selected economically feasible units (EFUs) in the Bidder's/ Proposer's subcontracting plan and mandatory inclusion of any EFUs targeted by METRO.

2. **Attendance at any Pre-solicitation or Prebid Meetings** that were scheduled by METRO to inform MBEs of contracting and subcontracting or material supply opportunities available on the project;

**Minimum Documentation Required:** Signature of representative of Bidder/Proposer on prebid meeting attendance sheet.

3. **Placing follow-up Phone Calls** not later than five (5) days prior to Bid opening or Proposal submission *to all MBEs* who attended any METRO sponsored prebid or presolicitation meeting with the specific purpose of inquiring as to their intent to participate and encouraging their involvement.

**Minimum Documentation Required:**

**Telephone Log** providing the following information:

- Dates and Times of Call(s) including the names of the individuals placing and receiving them;
  - Results Attained (Submitted, Will Submit, Declined to Submit or Failed to Respond)
  - If Bid(s)/Proposal(s) from MBEs were rejected an *itemization of the dollar amount(s) and reason(s) for rejection*, plus the dollar amount of the Bid accepted.
4. Providing Project Information or referring interested MBEs to the appropriate plan centers for identification of the subcontract or material supply work.
5. Negotiating with Interested, Capable and Competitive MBE Bidders; Not Rejecting any MBE Bid without Justification; Observing Bid Shopping Prohibition.
6. Notifying MBEs if Bonding is Required and referring them to a potential bond source.

**By signing this document Bidder/Proposer hereby certifies that:**

It has not discriminated against any MBEs in obtaining any subcontracts for this project, and the good faith efforts documented herein were reasonably expected to result in participation of MBEs in this project in compliance with the above cited METRO program.

**Acknowledges that:**

METRO reserves the right to verify the documentation of the lowest responsible Bidder and require additional written documentation of good faith efforts;

**Failure to complete and submit this form and all required documentation at the time of Bid opening/submission deadline will result in the Proposal's rejection as nonresponsive;**

Replacement of a MBE subcontractor before contract award or during contract performance without prior METRO notice and subsequent good faith efforts in selection of a replacement, is prohibited.

**And, Executes this Compliance Agreement as:**

Bidder/Proposer \_\_\_\_\_

By \_\_\_\_\_  
   Name  Title  Date

**PROGRAM COMPLIANCE FORM**

Project Name \_\_\_\_\_

Bidder/Proposer \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Business ( ) \_\_\_\_\_  
Fax ( ) \_\_\_\_\_

**BIDDER/PROPOSER HEREBY CERTIFIES and it has attached documented proof of the following good faith efforts to maximize WBE opportunities and comply with METRO Ordinance 92-466A by performing and documenting the following actions:**

1. **Identifying and Incorporating** in the subcontracting plan *specific Economically Feasible Units* which may be performed by WBEs to increase the likelihood of participation by such enterprises;

**Minimum Documentation Required:** Identification of selected economically feasible units (EFUs) in the Bidder's/ Proposer's subcontracting plan and mandatory inclusion of any EFUs targeted by METRO.

2. **Attendance at any Pre-solicitation or Prebid Meetings** that were scheduled by METRO to inform WBEs of contracting and subcontracting or material supply opportunities available on the project;

**Minimum Documentation Required:** Signature of representative of Bidder/Proposer on prebid meeting attendance sheet.

3. **Placing follow-up Phone Calls** not later than five (5) days prior to Bid opening or Proposal submission *to all WBEs* who attended any METRO sponsored prebid or presolicitation meeting with the specific purpose of inquiring as to their intent to participate and encouraging their involvement.

**Minimum Documentation Required:**

Telephone Log providing the following information:

- Dates and Times of Call(s) including the names of the individuals placing and receiving them;
  - Results Attained (Submitted, Will Submit, Declined to Submit or Failed to Respond)
  - If Bid(s)/Proposal(s) from WBEs were rejected an *itemization of the dollar amount(s) and reason(s) for rejection*, plus the dollar amount of the Bid accepted.
4. Providing Project Information or referring interested WBEs to the appropriate plan centers for identification of the subcontract or material supply work.
  5. Negotiating with Interested, Capable and Competitive WBE Bidders; Not Rejecting any WBE Bid without Justification; Observing Bid Shopping Prohibition.
  6. Notifying WBEs if Bonding is Required and referring them to a potential bond source.

**By signing this document Bidder/Proposer hereby certifies that:**

It has not discriminated against any WBEs in obtaining any subcontracts for this project, and the good faith efforts documented herein were reasonably expected to result in participation of WBEs in this project in compliance with the above cited METRO program.

**Acknowledges that:**

METRO reserves the right to verify the documentation of the lowest responsible Bidder and require additional written documentation of good faith efforts;

**Failure to complete and submit this form and all required documentation at the time of Bid opening or submission deadline will result in the Proposal's rejection as nonresponsive;**

Replacement of a WBE subcontractor before contract award or during contract performance without prior METRO notice and subsequent good faith efforts in selection of a replacement, is prohibited.

**And, Executes this Compliance Agreement as:**

Bidder/Proposer \_\_\_\_\_

By \_\_\_\_\_  
                                 Name  Title  Date