

Before the Metro Council

FOR THE PURPOSE OF )  
AUTHORIZING THE REQUEST FOR )  
PROPOSALS DOCUMENT FOR )  
PROPERTY/CASUALTY AGENT OF )  
RECORD/BROKER, WAIVING THE )  
REQUIREMENT FOR COUNCIL )  
APPROVAL OF THE CONTRACT )  
AND AUTHORIZING THE )  
EXECUTIVE OFFICER TO EXECUTE )  
THE CONTRACT SUBJECT TO )  
CONDITIONS. )

RESOLUTION NO. 95-2234  
INTRODUCED BY Mike Burton,  
Executive Officer

WHEREAS, The existing contract for Property/Casualty Agent of Record/Broker will expire on December 31, 1995; and

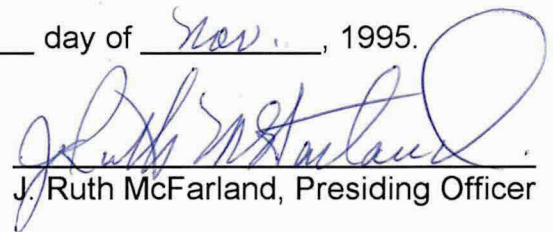
WHEREAS, The Request for Proposals and contract form attached hereto will provide a means to locate a firm to continue the previously provided and necessary services; and

WHEREAS, Council approval of this Request for Proposals is required pursuant to Metro Code Section 2.04.033(b); now, therefore,

BE IT RESOLVED,

That the Metro Council Authorizes issuance of the Request for Proposals for Property/Casualty Agent of Record/Broker for the period Jan 1, 1996, to December 31, 1998, in a form substantially similar to the attached Exhibit "A" and authorizes the Executive Officer to execute a contract with the most favorable proposer.

ADOPTED by the Metro Council this 9 day of Nov., 1995.

  
J. Ruth McFarland, Presiding Officer

Approved as to Form:  
  
Daniel B. Cooper, General Counsel

# REQUEST FOR PROPOSALS

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PROPERTY/CASUALTY  
AGENT OF RECORD/BROKER  
NOVEMBER/DECEMBER 1995

EXHIBIT A



**METRO**

600 NORTHEAST GRAND AVE.  
PORTLAND, OR. 97232-2736

PRINTED ON RECYCLED PAPER

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EXHIBIT " A "

Metro is the directly elected regional government that serves more than 1.2 million residents in Clackamas, Multnomah and Washington counties and the 24 cities in the Portland metropolitan area.

Metro is responsible for growth management, transportation and land-use planning; solid waste management; operation of the Metro Washington Park Zoo; regional parks and greenspaces programs; and technical services to local governments. Through the Metropolitan Exposition-Recreation Commission, Metro manages the Oregon Convention Center, Civic Stadium, the Portland Center for the Performing Arts and the Expo Center.

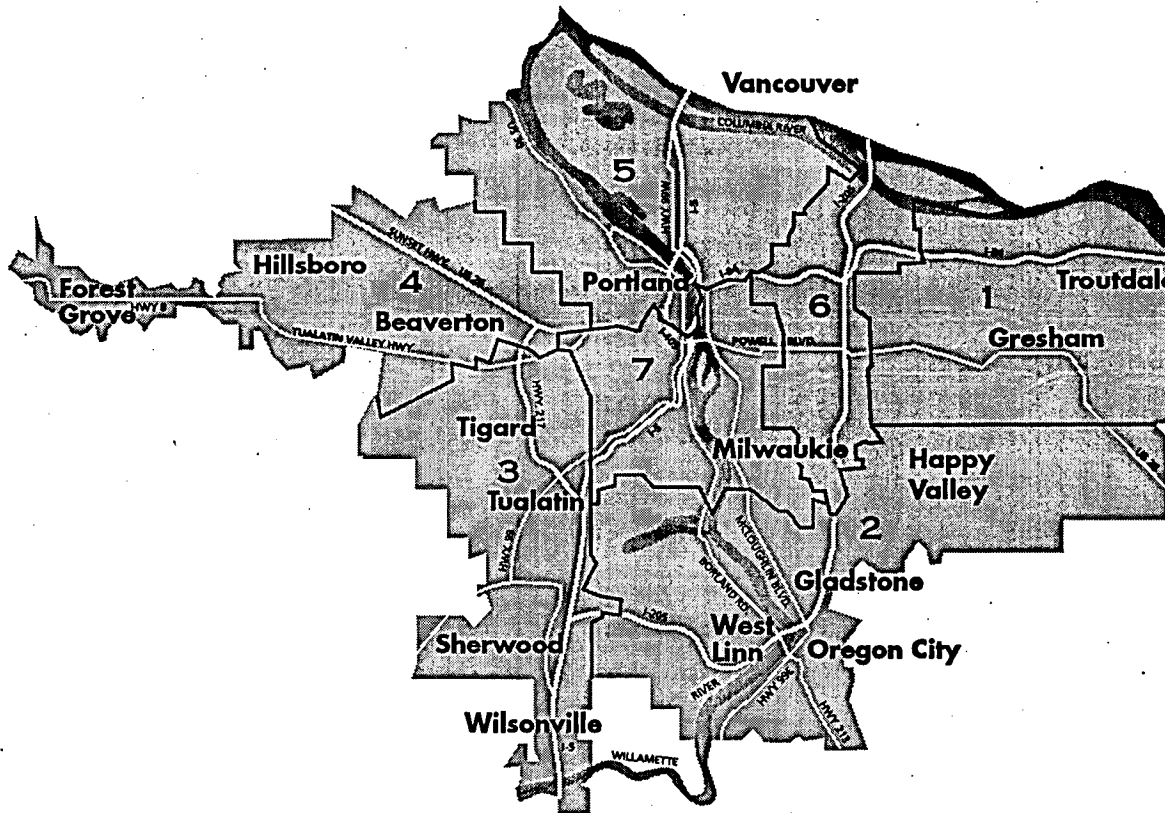
Metro is governed by an executive officer, elected regionwide, and a seven-member council elected by districts. Metro also has an auditor who is elected regionwide.

# Council Districts

Executive Officer  
Mike Burton

Auditor  
Alexis Dow, CPA

- EXHIBIT A
- District 1  
Ruth McFarland
  - District 2  
Don Morissette
  - District 3  
Jon Kvistad
  - District 4  
Susan McLain
  - District 5  
Ed Washington
  - District 6  
Rod Monroe
  - District 7  
Patricia McCaig



Metro is a regional government authorized and created pursuant to Article XI, Section 14, of the Oregon Constitution to provide planning and policy-making to preserve and enhance the quality of life and to provide regional services needed for the Portland metropolitan region.

Metro was originally created for a more limited purpose in 1969. At that time, pursuant to laws adopted by the Oregon Legislature and upon voter approval, Metro's predecessor was authorized to provide a limited number of regional services. Its original governing body was appointed from members of city councils and county commissions within its boundary. In 1978, the Legislature and voters reconstituted Metro and merged it with another regional entity. The new regional government had authority to provide regional services and to participate in Oregon's land use planning process. For the first time in U.S. history a regional government was created that had a directly elected council as well as an elected executive.

In 1990, the Oregon Constitution was amended to authorize home rule status for Metro. In November 1992, the voters approved a charter for Metro that implemented the constitutional provisions. The Charter continues the directly elected Metro Council and Executive Officer. The Council is now salaried and the 13-member Council was reduced to seven members effective January 1995. Also, in January 1995, an elected Auditor took office.

Under the Charter, Metro continues to possess all powers and authorities set forth in state law prior to the adoption of the Charter. Metro now also has independent constitutional authority to exercise jurisdiction over any matter of metropolitan concern. The powers granted to Metro under the Charter are broader than previously contained in state law. In exercising authority over its authorized function, Metro has all the powers the laws of the United States or Oregon now allow or could allow in the future.

The Council is responsible for legislative actions. The Council annually selects a Presiding Officer and a Deputy Presiding Officer from among its members.

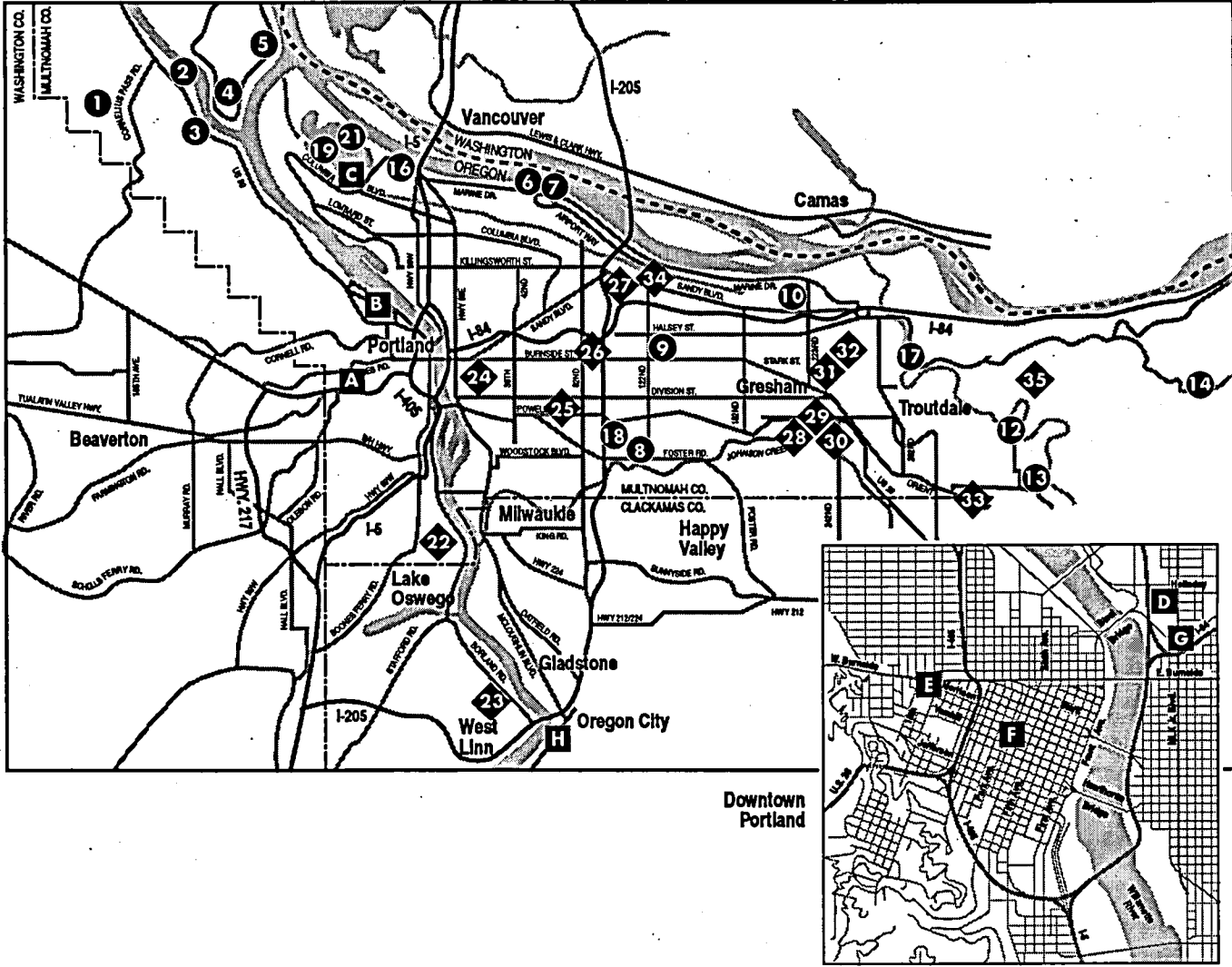
The Executive Officer is an elected, full-time, salaried position and is responsible for the executive function and administration of Metro. Metro is organized into nine departments, and employs approximately 800 full-time equivalent employees.

The 1992 Charter created a new, independently elected Auditor who took office in January 1995. The Auditor is charged with conducting audits of Metro operations and recommending improvements. The audits will be in addition to Metro's annual financial audits performed by an independent, outside auditor.

# General Information about Metro

# Metro Facilities, Natural Areas and Cemeteries

EXHIBIT "A"



## Metro Facilities

- A. Metro Washington Park Zoo  
4001 SW Canyon Road  
Portland, OR 97221
- B. Metro Central Station  
6161 NW 61st Ave.  
Portland OR 97210
- C. St. Johns Landfill  
9363 N. Columbia Blvd.  
Portland, OR 97232
- D. Oregon Convention Center  
777 NE ML King Jr. Blvd.  
Portland, OR 97232
- E. Civic Stadium  
1844 SW Morrison St.  
Portland, OR 97205
- F. Portland Center for the  
Performing Arts  
1111 SW Broadway  
Portland, OR 97205
- G. Metro Regional Center  
600 NE Grand Ave.  
Portland, OR 97232
- H. Metro South Station  
2001 Washington St.  
Oregon City, OR 97045
16. Expo Center  
2660 N Marine Drive  
Portland, OR 97211

## Natural Areas

1. Mason Hill, 3 acres
2. Sauvie Island Boat Ramp, 1 acre
3. Multnomah Channel, 11 acres
4. Bybee House & Howell Park, 73 acres
5. Bell View Point, 10 acres
6. M. James Gleason Memorial Boat Ramp, 6 acres
7. Broughton Beach, 9 acres
8. Beggars Tick Marsh, 20 acres
9. Glendoveer Golf Course & Fitness Trail, 232 acres
10. Blue Lake Park, 185 acres
11. Gary & Flagg Islands, 132 acres
12. Oxbow Park, 1,000 acres
13. Indian John Island, 64 acres
14. Larch Mountain Corridor, 185 acres
15. Chinook Landing Marine Park, 67 acres
16. Expo Park (Future overnight facility), 12 acres
17. Sandy River Access Points (4), 5.6 acres
18. Beggars Tick Addition, 0.25 acres
19. Smith & Bybee Lakes Addition, 5.17 acres
20. Phillipi Property, 6.38 acres
21. Smith & Bybee Lakes, 2,000 acres
22. Jones, 2.5 acres

## Cemeteries

23. Grand Army of the Republic, 1 acre
24. Lone Fir 30.5 acres
25. Multnomah Park, 9.3 acres
26. Brainard, 1.1 acres
27. Columbia Pioneer, 2.4 acres
28. White Birch, 0.5 acres
29. Escobar, 0.5 acres
30. Gresham Pioneer, 2 acres
31. Mt. View Stark, 0.8 acres
32. Douglass, 9.1 acres
33. Pleasant Home, 2 acres
34. Powell Grove, 1 acre
35. Mt. View Corbett, 2 acres

## Index to Map

EXHIBIT "A"



# Metro Timeline

1979

Columbia Region Association of Governments (CRAG) combined with the Metropolitan Service District to form Metro. Functions include solid waste planning, the zoo and managing the urban growth boundary.

Joint Policy Advisory Committee on Transportation (JPACT) formed and staffed by Metro's Transportation Planning Department.

Transfer of the ownership and operation of the Washington Park Zoo to Metro.

1981

Solid waste operations (including the management of the St. Johns Landfill) added to Metro's functions.

1983

Clackamas Transfer and Recycling Center (now named Metro South Station) opens.

1986

Voters approve \$65 million general obligation bond issue to build the Oregon Convention Center.

1987

Metropolitan Exposition-Recreation Commission established.

1988

Metro assumes responsibility of appointing members of the Portland Metropolitan Area Local Government Boundary Commission.

1989

Attendance at the Metro Washington Park Zoo breaks the 1 million mark.

1990

Metro assumes management responsibility for the Portland Center for the Performing Arts, Civic Stadium and Memorial Coliseum.

Columbia Ridge Landfill opens near Arlington, Ore., to replace the St. Johns Landfill and serve the Portland metropolitan region.

1990

Metro issues \$28.5 million in solid waste revenue bonds to construct the Metro East Station (now named Metro Central Station).

Voters approve tax base for the Metro Washington Park Zoo.

Metro initiates an excise tax on its own enterprise operations.

Oregon Convention Center exceeds projected use and economic projections each year thereafter.

Voters approve an amendment to the Oregon Constitution allowing the creation of a home-rule regional government in the Portland metropolitan region and calling for the creation of a Charter Committee.

1991

Metro Central Station opens.

St. Johns Landfill closes as a general purpose landfill.

Africa Rain Forest exhibit opens at the Metro Washington Park Zoo.

1992

Voters approve a new home-rule charter for Metro, identifying Metro's primary mission, revising Metro's structure, and formally changing the name of the organization from Metropolitan Service District to Metro.

Voters narrowly turn down a \$200 million general obligation bond measure to acquire metropolitan greenspaces.

1993

Management of the Memorial Coliseum is returned to the City of Portland and subsequently transferred to the management of the Oregon Arena Corporation.

1994

Metro assumes management responsibility for the Multnomah County parks system and the Expo Center.

Voters approve \$475 million Tri-Met general obligation bonds for construction of South-North light rail.

Region 2040 concept plan adopted.

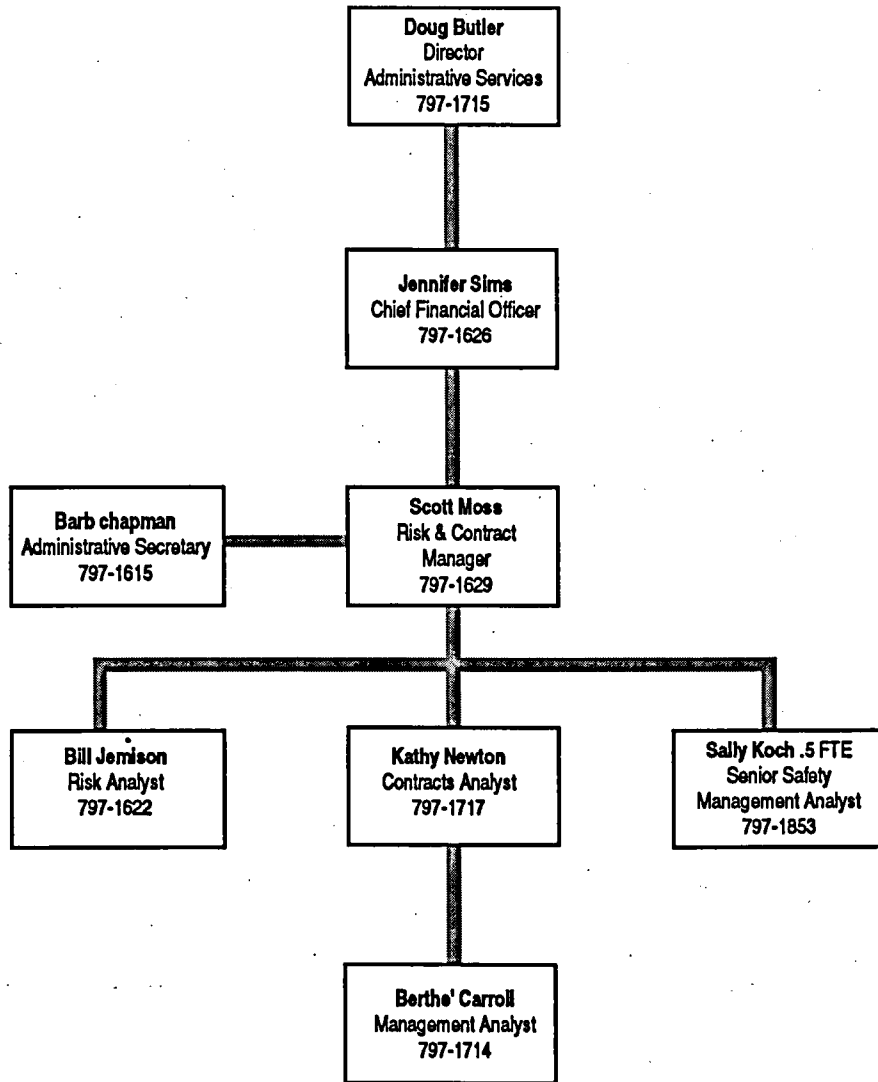
1995

New seven-member Metro Council takes office, along with a new Executive Officer and Metro's first elected Auditor.

Voters approve \$135.6 million general obligation bond measure to acquire and protect open spaces, parks and streams.

Future Vision Statement to be adopted.





# Administrative Services Department

## *Risk and Contract Management Division*

Metro evolved out of a special district structure, and as functions were added, they brought with them dedicated revenue sources. Accordingly, most of Metro's operations are funded by fees and charges for service. Metro has a relatively modest General Fund that is used to support general government functions and provide transfers to departments for non-self-supporting activities.

In the FY 1995-96 approved budget, Metro projects \$128,067,331 in operating resources (excluding fund balances, bond proceeds, debt service and interfund transfers). Of this amount, \$84,871,644 or 66 percent comes from enterprise revenues. The balance of Metro's operating resources in FY 1995-96 come from grants (15 percent), property taxes

(5 percent), excise taxes (5 percent), intergovernmental transfers (5 percent) and all other sources (4 percent). The following table shows both total budgeted resources and operating resources.

Metro maintains a healthy level of reserves and ending fund balances in its various funds, in part, due to the enterprise nature of most of its operations. Since 1991-92, Metro's reserves have averaged about 30 percent of its total budget. Metro has taken care to forecast long-term needs and has built and maintained reserves to pay for those needs as they come due. The primary example of this type of long-range planning occurs in the Solid Waste

Revenue Fund, which includes a reserve built up during the last several years to pay for the closure of the St. Johns Landfill. Those closure costs have been absorbed by Metro without adverse rate impacts due to the availability of the closure reserve. Metro has also built reserves for renewal and replacement of many of its major capital facilities, notably solid waste and the Oregon Convention Center, and, in FY 1995-96, Metro is embarking on a program to ensure that replacement reserves are built for its remaining facilities.

# Financial Structure

|                        | FY 1995-96<br>Approved<br>Resources | Approved<br>Resource %<br>Share | FY 1995-96<br>Operating<br>Resource | Operating<br>Resource %<br>Share |
|------------------------|-------------------------------------|---------------------------------|-------------------------------------|----------------------------------|
| Fund Balance           | \$ 67,101,966                       | 18%                             | \$0                                 | 0%                               |
| Grants                 | 19,644,363                          | 5%                              | 19,644,363                          | 15%                              |
| Property Taxes         | 23,365,348                          | 6%                              | 5,972,342                           | 5%                               |
| Excise Tax             | 6,417,895                           | 2%                              | 6,417,895                           | 5%                               |
| Enterprise Revenues    | 84,871,644                          | 22%                             | 84,871,644                          | 66%                              |
| Intergov'tal Transfers | 6,334,756                           | 2%                              | 6,334,756                           | 5%                               |
| Donations and Bequests | 737,500                             | 0%                              | 737,500                             | 1%                               |
| Bond Proceeds          | 141,296,500                         | 37%                             | 0                                   | 0%                               |
| Interest Earnings      | 8,645,288                           | 2%                              | 2,645,488                           | 2%                               |
| Interfund Transfers    | 18,270,134                          | 5%                              | 0                                   | 0%                               |
| Other                  | 1,443,343                           | 0%                              | 1,443,343                           | 1%                               |
| <b>Total Resources</b> | <b>\$378,128,735</b>                | <b>100%</b>                     | <b>\$128,067,331</b>                | <b>100%</b>                      |

## Transportation

Metro serves as the lead agency for regional transportation planning and funding in the metropolitan area. Metro, in turn, works with citizens and the diverse mixture of local, regional, state and federal agencies that own and operate the region's transportation system to develop transportation plans and programs. The Transportation Department has three sections: Regional Transportation Planning, High Capacity Transit Planning and Travel Forecasting.

- Regional Transportation Planning develops long-range transportation plans, evaluates funding programs and studies transportation needs in specific areas. The travel options that are available in our region are defined in the Regional Transportation Plan.
- High Capacity Transit Planning provides project management to the region's South/North Transit Corridor Study.
- Travel Forecasting provides assistance to other Metro departments and agencies throughout the region in the form of data analysis and research.

## Growth Management

The mission of Growth Management is to plan for and seek to implement a model land-use program to address the needs of the region and to protect its livability, especially in the areas of regional air and water quality, and land use. This department, which has a FY 1995-96 budget of \$22.9 million, has grown to meet the demands and pressures of population growth in the region. Projections show that an estimated 700,000 new residents will be coming into the four-county metropolitan region in the next 20 years.

### Major Planning Programs

- Growth management
- Regional Framework Plan Development
- Urban Growth Boundary maintenance
- Regional Land-Use Policy implementation

## Organizational Structure

## Metro Washington Park Zoo

The Metro Washington Park Zoo celebrated its 100th anniversary in 1987 and two years later reached record attendance of 1 million. The zoo is the largest paid tourist attraction in Oregon. One million annual visitors to the zoo help support the facility through paid admissions, zoo memberships, train tickets, gift shop and food service purchases and donations. At least half of Zoo revenues are from non-tax sources. The Zoo's FY 1995-96 Operating Fund budget amounts to \$19.0 million.

- **Mission:** Provide visitors a unique educational and recreational opportunity to experience wildlife in a naturalistic setting and to learn to "care now for the future of life"
- Metro's goals for FY 1995-96 include beginning construction of a new Zoo entrance near the light-rail station

## Regional Environmental Management

Regional environmental is responsible for solid waste disposal and solid waste reduction efforts. Solid waste collection is regulated by local government through a system of franchises. The Department manages two solid waste transfer sites and franchises one other. Waste is trucked to the Columbia Ridge Landfill in Gilliam County, Ore. operated by Waste Management of Oregon under contract to Metro, or to one of several other designated facilities. The department's budget has grown with increased population pressures, and stands at \$59 million for FY 1995-96. The department also operates several programs to encourage the reduction, reuse or recycling of solid waste in the region.

- Flow control of solid waste in the metropolitan area totalling 1.05 million tons
- Development of the regional solid waste management system
- Reduce solid waste generated and increase recycling and waste reduction activities – in 1993, the region's recycling level was 38 percent compared to 22 percent in 1986 and 32 percent in 1990

## Regional Parks and Greenspaces

Regional Parks and Greenspaces was created in January 1994 with the transfer of parks functions from Multnomah County. Its FY 1995-96 operating budget is \$5.7 million. The department provides both an operational arm and a planning function to protect and care for the public's investment in park lands and facilities. Passage of the Open Spaces Program bond measure adds a significant component to the department's responsibilities.

- **Mission:** Create a cooperative regional system of natural areas, open spaces, trails, parks and greenways for wildlife and people in the metropolitan area
- Operation of 21 regional parks and natural areas, as well as 14 pioneer cemeteries, visited by more than 1 million visitors annually
- Management and operation of the regional parks facilities transferred to Metro from Multnomah County in January 1994
- Coordination and involvement of local governments
- Planning and capital development of park facilities.



## Organizational Structure

EXHIBIT "A"

# MERC

## Administrative Services

The Metropolitan Exposition-Recreation Commission, established in 1987, is the operating arm for Metro's trade and spectator facilities, including the Oregon Convention Center, the Expo Center, the Portland Center for the Performing Arts, and the Civic Stadium. The Portland Center for the Performing Arts and the Civic Stadium were transferred to Metro's management from the city of Portland in 1990, when the convention center opened. Management of the Expo Center was transferred to Metro from Multnomah County in January 1994. The Metro E-R Commission oversees operations. Seven commissioners are appointed by Metro to serve four-year terms. The Metro Council approves the commission's budget, which is \$34.6 million for FY 1995-96.

- Metropolitan Exposition-Recreation Commission established in 1987
- Operates the Oregon Convention Center, the Expo Center, the Portland Center for the Performing Arts, and the Civic Stadium
- The Oregon Convention Center, a \$92-million facility, opened in September 1990 on time and under budget

The Department of Administrative Services was created in May 1995 by merging the former Finance, General Services and Personnel departments. The new department combines all business services provided to other Metro departments into one unit to improve coordination and efficiency.

Administrative Services Department divisions include: Financial Planning, Accounting, Risk and Contracts Management, Electronic and Print Services, Personnel and Property Services. A primary function of the department is to lead Metro's financial planning efforts and to establish and manage various funding mechanisms as needed for Metro operations. Its FY 1995-96 budget amounts to \$7.1 million.

Department costs are allocated back to operating departments based on a cost allocation plan prepared each year and approved by the federal government as the federal indirect cost plan for federal grant purposes.

### Major Functions:

- Long-range financial planning
- Debt management
- Budget preparation
- Personnel management
- Labor relations
- Accounting services

- Risk management
- Contracts management
- Information services
- Office services
- Graphics and print services
- Property services

## Organizational Structure

EXHIBIT "A"

Jennifer Sims,  
Chief Financial Officer

Jennifer Sims was employed at Metro's predecessor agency, Columbia Region Association of Governments (CRAG) since 1973. She transitioned to Metro in 1979, where she had a variety of assignments, including Research and Policy Development Officer, Local Government Liaison, and Land Use Planner. In 1981, Ms. Sims was appointed manager of Financial Services and assumed day-to-day managerial responsibility for financial planning, data processing, accounting, and office services. In 1991, she was appointed to the position of Director of Finance and Management Information. In 1995 she was designated Chief Financial Officer. Ms. Sims holds a bachelors degree from Portland State University and is a candidate for a master's degree in public administration at Lewis and Clark College.

R. Scott Moss  
Risk and Contract Manager

Scott Moss began his professional career as Risk Manager for the University of Utah. In 1987 he moved to Oregon and acquired a position with Washington County, where he established their first risk management program. Mr. Moss joined Metro in August of 1991 to assure the proper administration of risk. His expertise is in the development of creative risk prevention techniques and risk financing. Mr. Moss has held a variety of leadership positions with professional associations, which includes President of the Oregon Chapter of PRIMA and RIMS. He has instructed courses in risk management at Oregon State University, and holds CPCU, ARM, and ALCM designations. He received a bachelor's degree in Risk and Insurance from Arizona State University.

William G. Jemison  
Risk Analyst

Bill Jemison joined Metro in 1992 working in the Solid Waste Department. In July 1995, he moved to Risk and Contracts Management as a Risk Analyst. Mr. Jemison graduated from the U. S. Naval Academy in 1986 with a Bachelors of Science degree. He served 6 years onboard ships in the Pacific Fleet in engineering and operations positions.

Barb Chapman  
Administrative Secretary

Barb Chapman move to Portland and joined Metro's Risk Management Division in September, 1994. Ms Chapman grew up in Ohio, and spent several years traveling throughout the United States, living in Tennessee, Idaho and California. She has held various secretarial positions since 1975, including the Peace Corps Recruiting Office in Los Angeles, where she discussed volunteer opportunities and requirements with applicants, maintained the applicant database, and prepared and monitored the budget. Ms. Chapman also worked in the publishing Department at the Disney Studios, with responsibility for the preparation of marketing presentations and the updating of telemarketing and direct mail sales figures. Ms. Chapman brings diverse skills and a creative approach to her duties at Metro.

## Overview of Key Staff

*Metro emphasizes risk reduction through the identification and management of loss exposures. This philosophy is of such importance that Metro employs a full-time, professional risk management staff.*

## INTRODUCTION

The Risk and Contract Management Division of Metro, is requesting proposals for Property/Casualty Agent of Record/Broker. Proposals will be due on Friday, December 1, 1995, 3:00 p.m., PST, in Metro's business offices, attention R. Scott Moss, Risk Manager, 600 NE Grand Avenue, Portland, OR 97232-2736. Details concerning the project and proposals are contained in this document. It is anticipated that the term of the contract will be from January 1, 1996 to December 31, 1998. Details concerning the proposal are contained in this document.

## RISK MANAGEMENT PROGRAM

In July 1986, the Metro Council adopted Resolution No. 86-670 directing the Executive Officer to prepare, administer and maintain a self-insurance and risk management program. With this direction and a recommendation from a 1990 actuarial study, Metro developed a new Risk Management Division in July of 1991, to administer the risk associated with property, auto, general liability, and Workers' Compensation losses for the agency.

Effective July 1, 1992, Metro became self-insured for its general and automobile liability coverage. Metro maintains an actuarially sound self-insured reserve and the Risk Management Division has established policies and procedures to assure the integrity of the program. During FY 1994-95, Metro had 43 general liability and automobile claims. Metro purchases a limited excess liability policy, a special event policy, and a liquor liability policy

Workers' compensation is covered by SAIF Corporation under a paid loss retro program. Risk Management personnel work directly with SAIF, with limited oversight from the broker.

Metro insures approximately \$250,000,000 worth of property through Allendale Insurance Company. On July 1, 1993, Metro renewed a three-year contract with Allendale, which will be up for renewal on June 30, 1996.

Metro purchases crime insurance and a faithful performance bond from Hartford Accident & Indemnity Company. Both policies renew July 1, 1996.

## PROPOSED SCOPE OF WORK/SCHEDULE

Metro's risk management team combines internal and external resources to provide Metro departments with the highest quality of service. To this end, we request experienced Property/Casualty Agents of Record Broker to submit proposals to be a part of Metro's risk management team.

- a) General Agent of Record Services
  - i. The Agent shall be available to the Risk Manager, or other staff as directed, for general insurance-related counseling.
  - ii. Shall annually review Metro's insurance program and make recommendations to Risk Management.
  - iii. Market Crime insurance.
  - iv. Market Employee Dishonesty coverage.
  - v. Negotiate limited excess liability policy.
  - vi. Be a resource for the Risk Manager to exchange ideas
- b) Market Property Insurance
  - i. Survey the insurance market place to determine available property insurance markets.
  - ii. Assist risk management in developing underwriting information.
  - iii. Provide the available property insurance markets with Metro's underwriting information.
  - iv. Review suggested policy forms and coverage's.
  - v. Evaluate the financial strength of the proposed insurance company.
  - vi. Issue Certificates of Insurance.
  - vii. Assist in placement and resolution of any claims.
- c) Loss Control Consultation
- d) Additional services offered by the broker

EXHIBIT "A"



## QUALIFICATIONS/EXPERIENCE

Metro is looking for an Agent of Record who is licensed in the State of Oregon and has demonstrated experience with self-insured organizations. The Agent of Record must also have experience serving commercial clients approximately the same size as Metro, have knowledge and experience with public entities and the Oregon Tort Claims Act. Experience with facilities catering to large numbers of visitors and experience with hazardous materials is required. The Agent should have experience focusing on loss control engineering to avoid liability and workers' compensation injuries.

The Agent of Record will have demonstrated, through education and experience, that they are technical experts in their field with the ability to effectively communicate Metro's needs to Risk Management, supervisors, employees, and the Metro Council. The Agent will have demonstrated creativity, not only to see things as they are but as they might be. Perhaps most important, the Agent will have a reputation among their peers and clients to have utmost integrity and a willingness to place their clients interest above their own.

## PROJECT ADMINISTRATION

All the work of the Agent of Record will be coordinated through the Risk and Contracts Manager. Other principle contacts will be the Risk Analyst and the division's Administrative Secretary.

## PROPOSAL INSTRUCTIONS

a) Submission of Proposals. The Proposal should be submitted on recyclable, double-sided paper (post-consumer content). No waxed page dividers or non-recyclable materials should be included in the proposal.

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

Mr. R. Scott Moss,  
Risk and Contract Manager  
Metro  
600 NE Grand Avenue  
Portland, OR 97232-2736

## b) Deadline

Proposals will not be considered if received after 3:00 p.m., PST, Friday, December 1, 1995. Postmarks are not acceptable.

## c) RFP as Basis for Proposals

This Request for Proposals represents the most definitive statement Metro will make concerning information upon which proposals are to be based. Any verbal information which is not contained in this RFP will not be considered by Metro in evaluating the proposals. All questions relating to the RFP or the project must be submitted in writing to R. Scott Moss, Risk and Contracts Manager. 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 Monday, November 27, 1995.

## PROPOSAL

The proposal must be in the following format:

- a) Name, address, telephone number, and short history of the company.
- b) Name, education, experience of Agent of Record.
- c) Fees for services.
- d) List all public and private entities and clients of Metro's size (present and past). Please include contact person's name and telephone number.
- e) Describe in detail a proposed work plan to service Metro. The proposed work plan should include: the goals and objectives of the Agent of Record in servicing Metro; a detailed proposal of services; when these services are to be provided; and a proposed self-evaluation. The work plan will be judged on both creativity and proposed activities.

## COMPENSATION

We look for a broker to provide a range of services to Metro. For compensation for those services, Metro has the following expectations:

The majority of compensation will come from the commission paid by SAIF Corporation under Metro's workers' compensation policy. We understand a five percent commission is paid on Metro's current standard premium of approximately \$398,000. Please be aware that for the most part, Metro's risk management staff deals directly with SAIF Corporation personnel.

All other insurance is expected to be commission free. If commissions are paid, it must be used to reduce fees.

Additional fees as deemed necessary by the broker and must be noted in the response to this proposal.

Please indicate fee for the next three years. Any fees that may arise from additional services should be addressed.

## EVALUATION OF PROPOSALS

a) Evaluation of Procedure - Proposals received that conform to the proposal instructions will be evaluated. The evaluation will take place using the evaluation criteria identified in the following section. The evaluation process will result in Metro developing a short list of qualified firms. Interviews with these firms may be requested prior to the final selection of one firm.

b) Evaluation Criteria - Proposals submitted that conform to the instructions provided in this RFP will be evaluated on the following criteria:

1. Work plan (40 points)

- Organization of proposal.
- Response to purpose and scope of work.
- Description of proposed services including loss control consulting and other services offered.

2. Experience and Qualifications of the Agent of Record and as outlined (20 points)

3. Cost of Service (20 points)

4. Response from References (20 points)

## GENERAL PROPOSAL/CONTRACT CONDITIONS

### Information Release

All proposers are hereby advised that Metro may solicit and secure background information based upon the information, including references, provided in response to this RFP. By submission of a proposal all proposers agree to such activity and release Metro from all claims arising from such activity.

### Minority and Women-Owned Business Program

In the event that any subcontracts are to be utilized in the performance of this agreement, the proposer's attention is directed to Metro Code provisions 2.04.100 & 200.

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

a) Limitation and Award: This RFP does not commit Metro to the award of a contract, nor to pay any costs incurred in the preparation and submission of proposals in anticipation of a contract. Metro reserves the right to waive minor irregularities, accept or reject any or all proposals received as the result of this request, negotiate with all qualified sources, or to cancel all or part of this RFP.

b) 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. Contractor's invoices shall include an itemized statement of the work done during the billing period, and will not be submitted more frequently than once a month. Metro shall pay Contractor within 30 days of receipt of an approved invoice.

c) 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.

d) Conflict of Interest. A Proposer filing a proposal thereby certifies that no officer, agent, or employee of Metro or Metro has a pecuniary interest in this proposal or has participated in contract negotiations on behalf of Metro; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other

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

### **NOTICE TO ALL PROPOSERS — STANDARD AGREEMENT**

The attached personal services agreement is a standard agreement approved for use by the Metro Office of General Counsel. This is the contract the successful proposer will enter into with Metro; it is included for your review prior to submitting a proposal.

EXHIBIT "A"

Project \_\_\_\_\_

Contract No. \_\_\_\_\_

**PERSONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, located at 600 N.E. Grand Avenue, Portland, OR 97232, 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 00/100THS 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 that are subject employers under the Oregon Workers' Compensation Law 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. 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 copy-right 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 30 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.

**METRO**

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

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

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

## STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 95-2234 FOR THE PURPOSE OF REQUESTING PROPOSALS AND EXECUTING A CONTRACT FOR PROPERTY/CASUALTY AGENT OF RECORD/BROKER.

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Date: October 25, 1995

Presented by : Scott Moss

### PROPOSED ACTION

Adoption of Resolution No. 95-2234, authorizing the release of a Request for Proposals for Property/Casualty Agent of Record/Broker and authorizing the Executive Officer to execute a single contract with the lowest qualified bidder.

### FACTUAL BACKGROUND AND ANALYSIS

A three year contract with Allendale Insurance Corporation will expire December 31, 1995.

The proposed contract will provide Metro with insurance brokerage services including marketing crime insurance, employee dishonesty insurance, property insurance and negotiating limited excess liability. The contractor will be expected to provide additional services such as reviewing Metro's insurance program, issuing Certificates of Insurance, and providing loss control consultation assistance.

This contract will commence Jan 1, 1996 until December 31, 1998.

### BUDGET IMPACT

No impact. Compensation will come from the commission paid by SAIF Corporation under Metro's workers' compensation policy.

### EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 95-2234.