

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING A) RESOLUTION NO. 96-2386A
REQUEST FOR PROPOSALS FOR A)
PERSONAL SERVICES CONTRACT TO) Introduced by Mike Burton
REPRESENT METRO BEFORE THE 1997) Executive Officer
SESSION OF THE OREGON LEGISLATURE)

WHEREAS, Metro needs to maintain liaison with the state and federal legislature; and

WHEREAS, Funds were placed in the Support Services Materials & Services to be available for this purpose when an appropriate plan was presented to the Metro Council; and

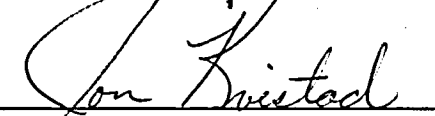
WHEREAS, The request for proposals, attached as Exhibit "A," describes the proposal contents, evaluation criteria and scope of work; and

WHEREAS, The resolution was submitted by the Executive Officer and forwarded to the Metro Council for its approval; now, therefore,

BE IT RESOLVED;

1. That the Metro Council approves the release of the request for proposals, attached as Exhibit "A," for a personal services contract to represent Metro before the 1997 session of the Oregon Legislature.
2. That the firm or individual submitting the highest ranking proposal shall be subject to Council confirmation prior to the execution of a personal services contract with the firm or individual.

ADOPTED by the Metro Council this 19 day of September, 1996.



Jon Kvistad, Presiding Officer

Approved as to Form:



Daniel B. Cooper, General Counsel

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 96-2386 FOR THE PURPOSE OF AUTHORIZING A REQUEST FOR PROPOSALS FOR A PERSONAL SERVICES CONTRACT TO REPRESENT METRO BEFORE THE 1997 SESSION OF THE OREGON LEGISLATURE.

Date: August 16, 1996

Presented by: Mike Burton

PROPOSED ACTION:

Adoption of Resolution No. 96-2386 would authorize the Executive Officer to release a request for proposals and negotiate and execute a personal services contract to represent Metro before the 1997 session of the Oregon Legislature.

FACTUAL BACKGROUND AND ANALYSIS

Metro has a need to manage and coordinate its legislative agenda for Fiscal Year 1996-97 and maintain ongoing contract with individual state legislators. For the last four legislative sessions, Metro has contracted with the Special Districts Association (SDAO) for legislative contact and monitoring services associated with both the regular session and interim activities.

The Executive Officer is initiating a Request for Proposals (Exhibit 1) for a personal services contract to represent Metro before the 1997 session of the Oregon Legislature. The contractor shall perform the work described in Attachment A for a maximum price not to exceed \$45,000. The request for proposals seeks to secure the highest quality legislative representation of Metro at the lowest possible cost.

The Council approved \$97,670 in the Fiscal Year 1996-97 Support Services Budget for this purpose pending a proposal for state and federal legislative activities.

Executive Officer's Recommendation:

The Executive Officer recommends adoption of Resolution No. 96-2386.

Exhibit "A"

REQUEST FOR PROPOSALS

FOR

Personal Services Contract to Represent Metro Before The 1997 Session of the Oregon Legislature

I. INTRODUCTION

The Office of the Executive of Metro, on behalf of the Metro Council, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, located at 600 NE Grand Avenue, Portland, OR 97232-2736, is requesting proposals for a personal services contract to represent Metro before the 1997 session of the Oregon Legislature. Proposals will be due no later than 5 p.m., October 4, 1996 in Metro's business offices at 600 NE Grand Avenue, Portland, OR 97232-2736. Details concerning the project and proposal are contained in this document.

II. BACKGROUND/HISTORY OF CONTRACT

Metro has a need to manage and coordinate its legislative agenda for Fiscal Year 1996-97 and maintain ongoing contact with individual state legislators. For the last four legislative sessions, Metro has contracted with the Special Districts Association (SDAO) for legislative contact and monitoring services associated with both the regular session and interim activities. This request for proposals seeks to secure the highest quality legislative representation of Metro at the lowest possible cost.

III. PROPOSED SCOPE OF WORK/SCHEDULE

Metro is seeking proposals from qualified firms and/or individuals to perform the following services and to deliver the products described in Attachment A.

IV. QUALIFICATIONS/EXPERIENCE

Proposers shall have the following experience:

1. Demonstrated success at lobbying/government relations in the Oregon Legislature in at least three legislative sessions.
2. Experience with, or ability to work with a government agency.
3. Excellent interpersonal and communication skills.
4. Excellent writing skills.
5. Ability to synthesize complex data and present in a format accessible to the general public.

V. CONTRACT ADMINISTRATION

Contract administration, including payment, billing and verification procedures, will be performed by the Metro Executive Officer.

VI. PROPOSAL INSTRUCTIONS

A. Submission of Proposals

5 copies of the proposal shall be furnished to Metro, addressed to:

Metro
Officer of the Executive/Legislative RFP
600 NE Grand Avenue
Portland, OR 97232-2736

B. Deadline

Proposals will not be considered if received after 5 p.m., October 4, 1996.

C. RFP as Basis for Proposals:

This Request for Proposals represents the most definitive statement Metro will make concerning the information upon which Proposals are to be based. Any verbal information which is not addressed in this RFP will not be considered by Metro in evaluating the Proposal. All questions relating to this RFP should be addressed to Tim Raphael at (503) 797-1505. Any questions, which in the opinion of Metro, warrant a written reply or RFP amendment will be furnished to all parties receiving this RFP. Metro will not respond to questions received after September 27, 1996.

D. 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.

E. 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.

VII. PROPOSAL CONTENTS

The proposal should contain not more than 5 pages of written material (excluding biographies and brochures, which may be included in an appendix), describing the ability of the consultant to perform the work requested, as outlined below. The proposal should be submitted on recyclable, double-sided recycled paper (post consumer content). No waxed page dividers or non-recyclable materials should be included in the proposal.

- A. Transmittal Letter: Indicate who will be assigned to the contract, who will be contract manager, and that the proposal will be valid for ninety (90) days.

- B. Approach/Contract Work Plan: Describe how the work will be done within the given timeframe and budget. Include a proposed work plan and schedule.
- C. Staffing/Contract Manager Designation: Identify specific personnel assigned to major contract tasks, their roles in relation to the work required, percent of their time on the contract, and special qualifications they may bring to the contract. Include resumes of individuals proposed for this contract.

Metro intends to award this contract to a single firm to provide the services required. Proposals must identify a single person as contract manager to work with Metro. The consultant must assure responsibility for any subconsultant work and shall be responsible for the day-today direction and internal management of the consultant effort.

- D. Experience: Indicate how your firm meets the experience requirements listed in section IV. of this RFP. List projects conducted over the past five years which involved services similar to the services required here. For each of these other contracts, include the name of the customer contact person, his/her title, role on the project, and telephone number. Identify persons on the proposed project team who worked on each of the other projects listed, and their respective roles.
- E. Clients and Legislative Interests: Present a list of clients and legislative interests including the respective roles of staff proposed to represent Metro.
- F. Cost/Budget: Present the proposed cost of the contract and the proposed method of compensation. List hourly rates for personnel assigned to the contract, total personnel expenditures, support services, and subconsultant fees (if any). Requested expenses should also be listed. Metro has established budget not to exceed \$45,000 (\$5,000 per month) for this contract.
- G. Exceptions and Comments: To facilitate evaluation of proposals, all responding firms will adhere to the format outlined within this RFP. Firms wishing to take exception to, or comment on, any specified criteria within this RFP are encouraged to document their concerns in this part of their proposal. Exceptions or comments should be succinct, thorough and organized.

VIII. GENERAL PROPOSAL/CONTRACT CONDITIONS

- 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.

IX. EVALUATION OF PROPOSALS

- A. Evaluation Procedure: Proposals received that conform to the proposal instructions will be evaluated by a committee composed of two Metro councilors and one individual designated by the Metro Executive. The evaluation will take place using the evaluation criteria identified in the following section. Interviews may be requested prior to final selection of one firm, and will be conducted by the evaluation committee. Final selection will be confirmed by the Metro Council.
- B. Evaluation Criteria: This section provides a description of the criteria which will be used in the evaluation of the proposals submitted to accomplish the work defined in the RFP.

35% Work Plan/Approach

1. Demonstration of understanding of the contract objectives.
2. Client/issue compatibility with Metro.

55% Experience

1. Experience and ability of firm and/or staff.
2. Resources and staff committed to contract.

10% Budget/Cost Proposal

1. Practicality and value of proposed budget.
2. Commitment to budget and schedule parameters.

X. 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. Failure to respond will be interpreted as acceptance of the standard terms and conditions for contract and subsequent changes will not be considered.

Attachment A

SCOPE OF WORK

1. Description of the Work

A. 1997 Legislative Session

The contractor will represent Metro before the 1997 session of the Oregon Legislature by arranging for introduction of any legislation which the agency requests to put forth and monitoring all legislation which may impact Metro through daily attendance at committee meetings, work sessions and hearings, meetings with individual legislators and other appropriate means. The contractor will arrange for Metro testimony at hearings where appropriate or appear on behalf of Metro as directed by the Council and the Executive Officer and will advise Metro of any additional communication with the legislature which needs to be carried out by Metro's elected officials and/or staff.

B. Contact with Individual Legislators

The contractor will establish contact with individual legislators on behalf of Metro and will work with the Council and Executive Officer to conduct a briefing for legislators prior to the beginning of the 1997 session.

C. Coordination and Management of Contract

Metro's legislative agenda is developed jointly between the Executive Officer and the Metro Council. Direction and supervision of the Scope of Work shall be accomplished through oversight by the Council Government Affairs Committee and the Executive Officer. The contractor shall report to the Metro Council at least once a month during the legislative session to transmit a progress report. Additional meetings may be scheduled upon request of any of the parties.

The contractor shall meet with Metro staff on a regular basis to ensure familiarity with Metro programs and issues. In addition, Metro will be represented at other Meetings which are necessary to carry out the 1997 Legislative Agenda.

2. Payment and Billing.

Contractor shall perform the above work for a maximum price not to exceed **FORTY FIVE THOUSAND DOLLARS (\$45,000.00)** for the period October 15, 1996 to June 30, 1997, to be paid at the rate of **\$5,000.00 per month**.

The maximum price includes all fees, costs and expenses of whatever nature. Contractor's billing statements will include an itemized statement of work done and expenses incurred during the billing period, will not be submitted more frequently than once a month, and will be sent to Metro, Attention:

Accounts Payable, 600 NE Grand Avenue, Portland, OR 97232-2736.
Metro will pay Contractor within 30 days of receipt of an approved billing statement.

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 97232-2736, 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 a maximum 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 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. 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 seven 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: _____