



RFP #11-1777

**Community Investment Initiative – Strategic Organizer and
Facilitator Services**

Metro Government Affairs and Policy Development Office

600 N.E. Grand Avenue
PORTLAND, OR 97232
503-797-1700

RFP Project Manager:

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Procurement Contact:

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Procurement Analyst
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Notice is hereby given that proposals for RFP 11-1777 for: Community Investment Initiative Strategic Organizer and Facilitator Services shall be received by Metro, 600 N.E. Grand Ave., Portland OR 972327 until 3 p.m., on Friday, Nov. 15th 2010. It is the sole responsibility of the proposer to ensure that Metro receives the Proposal by the specified date and time. All late Proposals shall be rejected. PROPOSERS SHALL REVIEW ALL INSTRUCTIONS AND CONTRACT TERMS AND CONDITIONS.

Request for Proposals

Community Investment Initiative - Strategic Organizer and Facilitator Services

I. INTRODUCTION

The Council Office within Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 NE Grand Ave., Portland, OR 97232-2736, is requesting proposals to assist Metro staff as a strategic advisor and facilitator for the creation of a new Community Investment Initiative Leadership Council. The consultant will work closely with several committees to develop a process, structure and work plan that will ultimately lead to the development and endorsement of an integrated investment strategy to realize the Region's 2040 Growth Concept. This recommendation will include strategies for identifying capital investment priorities, how to govern the structure for making investments and what funding mechanisms should be deployed for making key investments. Proposals will be due no later than 3 p.m. on Monday, Nov. 15, 2010. Proposals must be submitted in sealed envelopes delivered to Metro offices at 600 NE Grand Ave., Portland, OR 97232-2736. See Section VII and VIII for more detailed submittal information.

Metro is a regional governmental agency that serves 1.5 million people who live in Clackamas, Multnomah and Washington counties and the 25 cities in the Portland Metropolitan area. Metro is responsible for a range of regional services, including land use and transportation planning, solid waste, parks and natural areas, visitor venues such as the Oregon Zoo, Oregon Convention Center, Expo Center and Performing Arts Center and other services that protect the nature and livability of our region

For more information about Metro, visit <http://www.oregonmetro.gov>.

II. BACKGROUND/HISTORY OF PROJECT

During the course of the RFP process, additional background materials and addendums may be posted to the Metro website at the same location where the RFP has been posted. Proposers are encouraged to check this page periodically for additional materials.

2040 Growth Concept and Vision The Portland metropolitan area's vision for the future is embodied in a long-range plan adopted in 1995 known as the 2040 Growth Concept. In its narrowest sense, the 2040 Growth Concept calls for compact urban development, with new development focused in existing urbanized areas and along transit and transportation corridors. More broadly, it reflects residents' desire to build more vibrant and livable neighborhoods, protect the productive farmland and natural landscape that surround them, support a thriving economy, offer people a wide variety of choices in where to live and how to get around, and honor the region's long-term commitment to environmental stewardship.

In 2008, the region agreed on a set of six desired outcomes that reflect what matters to the people who live here (see Attachment A). These six desired outcomes also may be used to develop benchmarks for measuring our progress toward creating great communities:

- **VIBRANT COMMUNITIES** People live and work in vibrant communities where they can choose to walk for pleasure and to meet their everyday needs.

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- **ECONOMIC PROSPERITY** Current and future residents benefit from the region's sustained economic competitiveness and prosperity.
- **SAFE AND RELIABLE TRANSPORTATION** People have safe and reliable transportation choices that enhance their quality of life.
- **CLIMATE CHANGE** The region is a leader in minimizing contributions to global warming.
- **CLEAN AIR AND WATER** Current and future generations enjoy clean air, clean water, and healthy ecosystems.
- **EQUITY** The benefits and burdens of growth and change are distributed equitably.

While planning is critical, it is investment – by both the public sector and the private sector – that converts a great plan into a vibrant, safe and prosperous community. In the last several years, Metro has investigated the types and levels of investment required to implement the 2040 Growth Concept and accommodate the anticipated population and employment in the region in ways that protect and enhance residents' quality of life. Research reveals that public investment needs vary greatly across the region, from streets and pipes to parks and sidewalks, to land assembly for schools and parking structures. In addition, while infrastructure costs have increased across various infrastructure types, funding sources at all levels have become less robust. Our inability to invest more fully in our communities will limit the region's capacity to achieve its vision and prevent resources from being delivered equitably.

The call for an integrated investment strategy In September 2009 and August 2010, in order to address these challenges, the Metro Chief Operating Officer recommended the development of an integrated investment strategy that combines federal, state, regional and local resources to help close the gap between the region's needs and its financial means.

To take the first step in developing such a strategy, in 2010 Metro began convening dialogues with business and community leaders from throughout the region to assess the best ways to proceed. The recommendation that emerged from this group's deliberations was to establish a coalition of public, private and nonprofit organizations, the core group of which would work with, but not for, regional and local governments to develop robust, technically-sound and politically-acceptable strategies for addressing regional infrastructure investment needs.

Metro has partnered with a group of business, public and community-based leaders known as the Investments Exploratory Group (IEG) to establish a coalition/partnership of this type in our region. Over the last several months, the IEG has been working to identify key regional leaders to include in the effort and to develop a basic structure for the coalition.

Community Investment Initiative This effort will be known as the Community Investment Initiative (CII). In order to give the effort a "formal home," the IEG will establish a 501(c)(3) organization to house the work of the coalition. The CII is intended to prepare a series of recommendations for the region's decision-makers that will define 1) public sector capital investment categories and priorities, 2) funding mechanisms and 3) a governance and management structure to implement these recommendations and leverage private investment. Capital investment projects are defined quite broadly to range from sewer and water systems, roads and bridges, to brownfield cleanup and community development at both the regional and local level.

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As currently envisioned, the CII will involve several different committees within its structure. The components of the CII organizational structure include:

Leadership Council (LC) –Members of the Leadership Council will be high-level and respected community leaders from the private, public and nonprofit sectors of our region. The LC will lead the development of CII recommendations to the region and set the tone and direction for the CII’s work. The group will be responsible for receiving, reviewing and refining the work of the Policy Group. The LC has the ultimate decision as to what is included in a final recommendation to the region. Though the LC itself has no actual authority to implement the recommendations emerging from this process, the members possess a level of civil leadership, which will command the respect of policymakers to implement parts of the strategy.

Investments Exploratory Group (IEG) – The IEG will be reconstituted as an Administrative Committee (AC) – Members are senior representatives from a variety of private and public organizations and work closely with Metro staff to drive the success of the CII. This group will establish the 501(c)(3) corporation and will manage the day-to-day operations and administrative needs of the CII. These tasks may include managing the budget, fundraising to support the work of the LC, and managing “membership” to the organization. The AC takes its direction from the LC.

Policy Group (PG) – The PG is a larger network of “members” to the CII whose purpose is to support the information needs of the LC. The PG members will possess skills related to technical or policymaking aspects of public infrastructure provision. The PG, or “worker bees” as some have called them, will leverage their resources and expertise to craft and develop the framework of initial recommendations for the Leadership Council to mold and refine. In this capacity, they act as an advisory committee to the LC. Subgroups of the PG members will meet frequently to develop draft recommendations. The PG will be comprised of several subcommittees covering a variety of subject areas relevant to the CII, such as governance, policy goals and implementation actions, financial tools and project prioritization. Members will be high level professional experts in the public, private and nonprofit sectors.

Attachments B – D provide additional context for the purpose and role of the Community Investment Initiative. A summary of the proposed CII organizational structure and the role of its components is included in Attachment B. Attachment C describes the mission, goals and responsibilities within the CII. And Attachment D is “Fulfilling the Promise of our Region: The case for developing a community investment strategy.”

The work of the Leadership Council The LC will be responsible for, among other things, defining the key types of investments needed by our communities, defining mechanisms to filter how projects across the region are prioritized for funding, and making recommendations on the approach and tools to fund these investment priorities. Ultimately the final step in the Community Investment Initiative work program is for local and regional governments to act upon these recommendations. The Leadership Council process is intended to achieve the following outcomes:

- Develop a more collaborative relationship between the public, private and community-based organizations around public and private infrastructure investment.
- Build consensus among the region’s public, private and nonprofit leaders about the need to develop a new strategy for delivering community investments.

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- Develop recommendations to the region on governance, policy changes, project prioritization and financial tools to advance an integrated investment strategy.
- Generate credibility and political and community support for the recommendations throughout the process.

The LC is expected to make a package of recommendations to Metro and the region's 28 local jurisdictions in the next six to twelve months, with the first six months being more time and resource-intensive. The selected consultant will work closely with Metro staff and several committees to enable the Leadership Council to deliver on these recommendations. The selected consultant will be charged with ensuring that the Leadership Council's organizational development needs are met.

The strength of the LC's recommendations will rest on the group's ability to build regional consensus on complex finance and governance issues outside of the typical political processes. But once the group has released the recommendations, it will be up to the Metro Council and other local and regional elected officials to pursue and implement the program. The firm selected under this RFP must balance the need for the Leadership Council to be an independent body from the Metro Council and other public agencies with the need to ensure the Leadership Council's recommendations are somewhat integrated with policy goals of Metro and other jurisdictions.

The Metro Council will not be directly part of the CII organizational structure, however, the Metro Council will be a partner and convener of the Community Investment Initiative. Metro will not control outcomes of the effort, but will contribute with other public and private sector partners. One of Metro's early contributions is to provide funding for the strategic organizer and facilitator and to manage the CII process and the consultant's work.

[Note that separate from this RFP, Metro is expecting to hire a consultant team next year to develop a framework on how the public sector should evaluate and target investments based on broad return on investment principles. In addition, this consultant work could be utilized by other Metro projects and program areas and local planning processes if appropriate. The purpose of the Return on Investment analysis is to develop a thoughtful and creative technical model that regional and local decision-makers can use to guide choices about how and where to target public investments.]

III. PROPOSED SCOPE OF WORK

Metro is seeking proposals from qualified firms to perform the following services and to deliver the products described below.

The Community Investment Initiative is a new and evolving process. In the event that the LC has additional or different approaches or techniques that they want to explore, it is possible that the scope of work could be modified somewhat in the future. For purposes of this RFP, consultants should be responsive to the scope of work identified in this section.

Approach: The role of the consultant is to provide strategic guidance and critical thinking for the organizational development process, assisting Metro staff and the IEG with creative and innovative approaches to convening

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the LC and developing an investment strategy. The consultant will serve as a facilitator for Leadership Council meetings, working closely with LC chairpersons. The consultant will also work with the Investments Exploratory Group and the Policy Group. Throughout the course of the project, there will be regular team meetings between Metro staff and the consultant, in addition to progress phone calls and e-mail communication typical of projects of this nature. The consultant will primarily serve as a strategic advisor and facilitator, with much of the production of documents, agenda packets, graphics, schedules, meeting minutes, technical analyses, etc. being prepared by staff at Metro and CII members. The content of these products will be largely driven by Metro staff. Anticipated stakeholder meetings are described in the detailed scope of work below.

The project has been scoped in two phases. Phase I will be authorized upon execution of the consultant contract and is expected to last approximately 12 months. Phase II would include additional follow-up work to assist in the implementation of the Community Investment Initiative recommendations. Phase II continued contractual work may be authorized, at Metro's discretion upon successful completion of Phase I and upon determination that the Community Investment Initiative will proceed and that additional strategic organizational guidance and facilitation is necessary.

Phase I Scope of Work – Assist in the establishment of the Community Investment Initiative organizational structure and facilitate the Leadership Council to develop investment recommendations

Task 1: Develop a detailed work plan for the strategic organizer/facilitator scope of work

Sub-task 1.1: Develop and conduct an innovative and engaging public process.

Consultant will develop a work plan to guide the Leadership Council, and supporting committees, to fulfill its role of developing a series of implementation recommendations on an investment strategy. Work plan will include: a) assist in developing a sound organizational structure, b) recommend meeting management processes and decision-making tools, c) generate techniques for well-conceived and workable recommended actions to implement the Community Investment Initiative and d) develop a process to prioritize investment categories and investment projects.

- A. Consultant will work with Metro staff, which will provide most of the staff resource for meeting and material preparation, to prepare background information materials, briefing notebooks, meeting agendas and minutes and other materials appropriate and necessary for supporting an executive-level body. Consultant will work with Metro staff and the IEG/AC to develop appropriate communication tools and approaches for the committees as well as the general public. In addition, consultant will work with staff on ensuring that meetings are engaging, strategically use the LC member's time and lead to definite results. Proposals are encouraged to be creative and "put of the box" in their approach to engaging the LC. It is assumed at this point that the LC will have monthly meetings, lasting two hours each. The work plan will also incorporate external subject matter experts and linkages to other key initiatives to engage directly with the LC at appropriate times. Metro staff will develop and provide a list of subject matter experts. Other key initiatives that will inform the LC's work include, but are not limited to:

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Metro's Making the Greatest Place effort
The Intertwine Alliance's project list
Climate Prosperity and Climate Smart Communities projects
Greenlight Greater Portland and Regional Partners
PSU's Social Equity and Opportunity Forum forthcoming research on triple bottom line metrics
Greater Portland-Vancouver Indicators Project
Related work of other local governments and public agencies

- B. Consultant will also participate in other committees as part of the CII, including the Policy Group and related subcommittees and the Investments Exploratory Group/Administrative Committee. The consultant will not serve as a facilitator with these committees but will attend key meetings to obtain background information and understanding of the policy, programmatic and legal issues. The Consultant will recommend how best to incorporate work of these groups into the Leadership Council process.
- C. Initial work will include the creation of a work plan and schedule for the process, growing working knowledge of the subject matter and creation of strong and effective working relationships with committees.

Product: Detailed work plan for tasks described above, including a description of roles and responsibilities of consultant, Metro staff, each committee and its members and other key stakeholders. Indicate anticipated number hours for meetings and preparation time.

Sub-task 1.2 Review work plan with Metro project manager and obtain approval prior to initiation of work program.

Task 2: Implement work plan and facilitate the Community Investment Initiative Leadership Council-driven process

Sub-task 2.1 Prepare background materials and project management materials described in the work plan for the various committees as an initial step to implement this phase of the Community Investment Initiative process.

Sub-task 2.2 Develop a master schedule for the process and ensure that milestones for each work group are aligned to achieve the ultimate goals of the CII and its LC. The master schedule will include meeting dates and times for each of the main groups and identify main agenda topics for each meeting. An accompanying project management meeting tool will be created to identify lead staff for each agenda item as well as who has responsibility for production of materials, etc.

Sub-task 2.3 Initiate and sustain a regular meeting process of the LC that is engaging, innovative, lively and productive in order to deliver on the LC's charge of developing recommendations for a Community Investment Initiative. Consultant will act as the facilitator at each meeting, working closely with the Leadership Council chair(s) and Metro staff. Consultant and staff will review meeting agenda/substantive information with

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Leadership Council chair(s) in preparation for each meeting. Throughout the process, consultant will meet or call the Leadership Council chair(s) and other members on a regular basis to advance the work plan and prepare for meetings. The consultant and staff will give special attention to the planning of meetings at the onset of the process to ensure that the initial LC meetings are viewed as successful by the LC members, needs of the LC members are being met, and the project's course is on-track.

Attend meetings of other committees as defined in the Work Plan. It is assumed at this point that there will be six to eight hours of meetings per month related to the IEG/AC and the policy subcommittees, plus additional preparation time. During the early stages of the process, there may be additional involvement by the consultant at the subcommittee meetings.

Sub-task 2.4 Develop and institute check-in mechanisms with the LC to determine if LC expectations are being met, track progress on the work plan and address any other issues or needs of the LC. There may be formal check-ins at LC meetings as well as informal conversations with LC chair and other members. Consultant may be asked to come up with alternate plans to ensure that the needs of the LC and Metro are met.

Sub-task 2.5 Implement meeting management and decision-making techniques throughout the process to assist the LC in making recommendations and decisions. Define an approach that assists the LC in being clear and strategic in delivering on its charge, with particular focus on buy-in regarding the LC's roles and responsibilities, agreement on how topics will be addressed and the level of information required for decision-making and finalizing recommendations, agreement on the level of consensus necessary for recommendation to move forward and agreement on the schedule for each step of the process.

Areas that the LC will be asked to make recommendations include but are not limited to:

- investment strategies for each category of public investment (e.g. projects such as infrastructure, economic development, environmental stewardship, community development, etc.)
- governance – mechanisms and strategies in each category, including innovation and efficiency
- policy goals and implementation actions – policy, legislative, administrative or legal tools
- financial tools – specific funding tools identified for each strategy
- project prioritization – using yet-to-be-determined triple bottom line return on investment techniques.

Product: On-going meeting attendance and facilitation, primarily with LC and Metro staff, with some participation in other committee meetings. Consultant will demonstrate creativity and flexibility with the process, making adjustments with Metro staff, as appropriate to ensure final outcomes are achieved.

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IV. SCHEDULE

Metro anticipates the following schedule for solicitation and contract award. Metro reserves the right to change the schedule.

<u>Action</u>	<u>Date</u>
Request for Proposals issued	Oct. 25, 2010
Deadline for proposer questions and request(s) for information	Nov. 8, 2010
Due date for written proposals (3:00 pm)	Nov. 15, 2010
Interviews scheduled	Nov. 19, 2010
Notice of intent to award issued	Nov. 24, 2010
Deadline for protest of intent to award	Dec. 3, 2010
Anticipated contract execution	Dec. 8, 2010

Work on Phase I is expected to commence upon execution of the contract. Phase I is expected to take approximately 12 months to complete (by December 2011).

V. QUALIFICATIONS/EXPERIENCE

Metro desires that Proposers possess the following experience:

- A. Extensive experience facilitating high profile public engagement processes
- B. Extensive experience developing organizational structures and strategic processes for high profile public engagement
- C. Experience with “triple bottom line” principles and analysis by public bodies
- D. Knowledge of/familiarization with public finance, financing infrastructure projects, land use and transportation planning, and public sector decision making procedures
- E. Ability to work cooperatively with a wide variety of stakeholders including local governments, the business community, community advocates and non-profit organizations
- F. Ability to assist executive leaders to frame and communicate strategies and recommendations
- G. Ability to effectively communicate findings through written reports
- H. Ability to make effective presentations in a variety of stakeholder environments
- I. Ability to meet the deadlines outlined in the scope of work
- J. Ability to work with Metro staff and project development team

VI. PROJECT ADMINISTRATION

Andy Shaw, policy advisor at Metro, will be the Project Manager for the project. All work products created under the contract are subject to the Project Manager’s review and approval.

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VII. PROPOSAL INSTRUCTIONS

A. Submission of proposals:

One hard copy (signed) and one electronic copy of the proposal shall be furnished to Metro (sealed in an envelope) at the following address:

Metro
Attn: Sharon Stiffler
Procurement Services
600 NE Grand Avenue
Portland, OR 97232-2736

Metro will evaluate the proposals based on their written content.

B. Deadlines:

Questions regarding the RFP shall be submitted to Cheryl Twete by Nov. 8, 2010 at 5:00 pm.

Sealed proposals must be submitted to Sharon Stiffler by 3:00 p.m. on Nov. 15, 2010. Late proposals will be rejected.

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 Cheryl Twete at 503-797-1774. 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 Nov. 10, 2010.

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. In accordance with Oregon Public Records Law (ORS 192), proposals submitted will be considered part of the public record, except to the extent they are exempted from disclosure.

E. Minority, women and emerging small business program

Potential Proposer's attention is directed to Metro Code provision 2.04.100, which encourages the use of minority, women and emerging small businesses (M/W/ESB) to the maximum extent practical. Copies of these MWESB policies are on the Metro website. Metro has a compelling government interest to ensure that their contracts provide fair and equal business opportunities for minority, women, and emerging small businesses reflecting the diversity found in the Portland Metropolitan area. Therefore,

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Metro aspires to achieve 15 percent (by dollar value) MBE/WBE/ESB participation on this project, which may be a prime consultant, sub-consultant, or partnership. Copies of these MWESB requirements are also available from the Metro Procurement Office, 600 NE Grand Ave., Portland, OR 97232, 503-797-1816.

VIII. PROPOSAL CONTENTS

Submittals shall be a maximum of 15 pages of written materials in response to the information requested regarding the consultants ability to perform the scope of work, as outlined below. Marketing materials, biographies, brochures, sample studies may be submitted in an appendix, but are not required. 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. Submittals shall be organized in the following order.

- A. Transmittal letter List the name of the firm(s) involved in the proposal; indicate who will be the principle-in-charge, the project manager, and other assigned staff to the project; indicate the contact information for the lead person to be contacted regarding this proposal and that the proposal will be valid for ninety (90) days.

Due to the urgency of the Community Investment Initiative process and the desire to hold the first Leadership Council meeting in January 2011, the consultant selection process will move forward expeditiously. Nov. 19 has been selected for consultant team interviews. Indicate in your transmittal letter whether your team principals are available for interviews on Nov. 19 between 9 am – 3 pm.

- B. Approach/project work plan Describe how your team would approach the scope of work. Include a general work plan and schedule for achieving the desired outcomes of the project. Confirm that the work will be done within the given timeframe and budget.
- C. Staffing/project manager designation Identify specific personnel assigned to major project tasks, their roles in relation to the work required, percent of their time on the project, and special qualifications they may bring to the project. 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 project manager to work with Metro. The consultant must assure responsibility for any sub consultant work and shall be responsible for the day-to-day direction and internal management of the consultant effort.

- D. Experience and qualification of firm(s) Indicate how your firm meets the qualifications and experience requirements listed in section V. of this RFP. List projects conducted over the past five years that involved services similar to the services required here. Describe the project team members' who worked on referenced projects and their respective roles.

For each of project reference, include the name of the customer contact person, his/her title, role on the project, and telephone number, in the event that Metro wishes to obtain a reference.

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- E. Cost/budget Prepare a proposed project budget with estimates for each scope of work task. Indicate the hourly rates for personnel assigned to the project, total personnel expenditures, support services, and sub consultant fees (if any). Requested expenses and indirect charges should also be listed. Metro has established a budget not to exceed \$150,000 for completion of Phase I. Metro encourages firms to submit competitive proposals.
- F. Diversity in employment and contracting Provide a list of the Minority, Women or Emerging Small Business firms that will be part of your consultant team and describe the budget allocated to each. Include certification numbers for MBE, WBE or ESB certifications by the prime consultant and any sub-consultants or suppliers.

Provide a description of your firm's experience in promoting participation on the part of MWESB firms as contractors, consultants, or suppliers. Describe innovative or successful measures your firm has employed on prior projects and how MWESB firms will be used on this project.

Provide a description of your policies, practices and plans to employ and maintain a diverse workforce.

- G. Exceptions and comments 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 Metro's Project Manager will review and approve all invoices submitted by the selected firm before reimbursement of services can occur. Contractor's invoices shall include an itemized statement of the work done during the billing period and the number of hours and hourly billing rate of each staff member completing work and an itemization of expenses and other charges. Invoices 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 and that the proposal is made in good faith without fraud, collusion, or connection of any kind with

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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.

- E. Equal employment and nondiscrimination clause Metro and its contractors will not discriminate against any person(s), employee or applicant for employment based on race, color, religion, sex, national origin, age, marital status, familial status, gender identity, sexual orientation, disability for which a reasonable accommodation can be made, or any other status protected by law. Metro fully complies with Title VI of the Civil Rights Act of 1964 and related statutes and regulations in all programs and activities. For more information, or to obtain a Title VI Complaint Form, see www.oregonmetro.gov.

IX. EVALUATION OF PROPOSALS

- A. Evaluation 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. Interviews may be requested prior to final selection of one firm.

- B. Evaluation criteria The evaluation criteria and rating system to be used in the evaluation process for this RFP is defined below.

- C. Percentage of total score

1. Project work plan/approach/methodology		30%
a. Demonstrates understanding of the project objectives	10%	
b. Performance approach and methodology	10%	
c. Describe Leadership Council prioritization process/techniques	10%	
2. Qualifications and experience of firm and key staff		35%
a. Demonstrated skills/experience conducting similar projects	25%	
b. Ability to communicate effectively in written reports/public presentations	10%	
3. Proposed budget/schedule		20%
a. Proposal is within budget and efficiently allocates resources	10%	
b. Commitment to project schedule and budget	10%	
4. Diversity and MWESB approach		15%
a. Past performance with MWESB utilization	5%	
b. Proposed consultant team performance utilization	5%	
c. Diversity policies/practices within firm(s)	5%	—
		100%

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X. APPEAL OF CONTRACT AWARD

Aggrieved proposers who wish to appeal the award of this contract must do so in writing within seven (7) days of issuance of the notice of intent to award by Metro. Appeals must be submitted to Darin Matthews, procurement officer, 600 NE Grand Ave., Portland, Oregon 97232 and must state the specific deviation of rule or statute in the contract award. Metro will issue a written response to the appeal in a timely manner.

XI. NOTICE TO ALL PROPOSERS -- STANDARD AGREEMENT

The attached personal services agreement (Attachment E) is a standard agreement approved for use by the Office of Metro Attorney. This is the contract the successful Proposer will enter into with Metro; it is included for your review prior to submitting a proposal. Any proposed revisions to this standard agreement must be submitted with your firm's proposal. Metro shall not be required to consider revisions or additional terms brought forward during contract negotiation and award.

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ATTACHMENT A

Region's Six Desired Outcomes (Metro Council Resolution No. 08-3940)

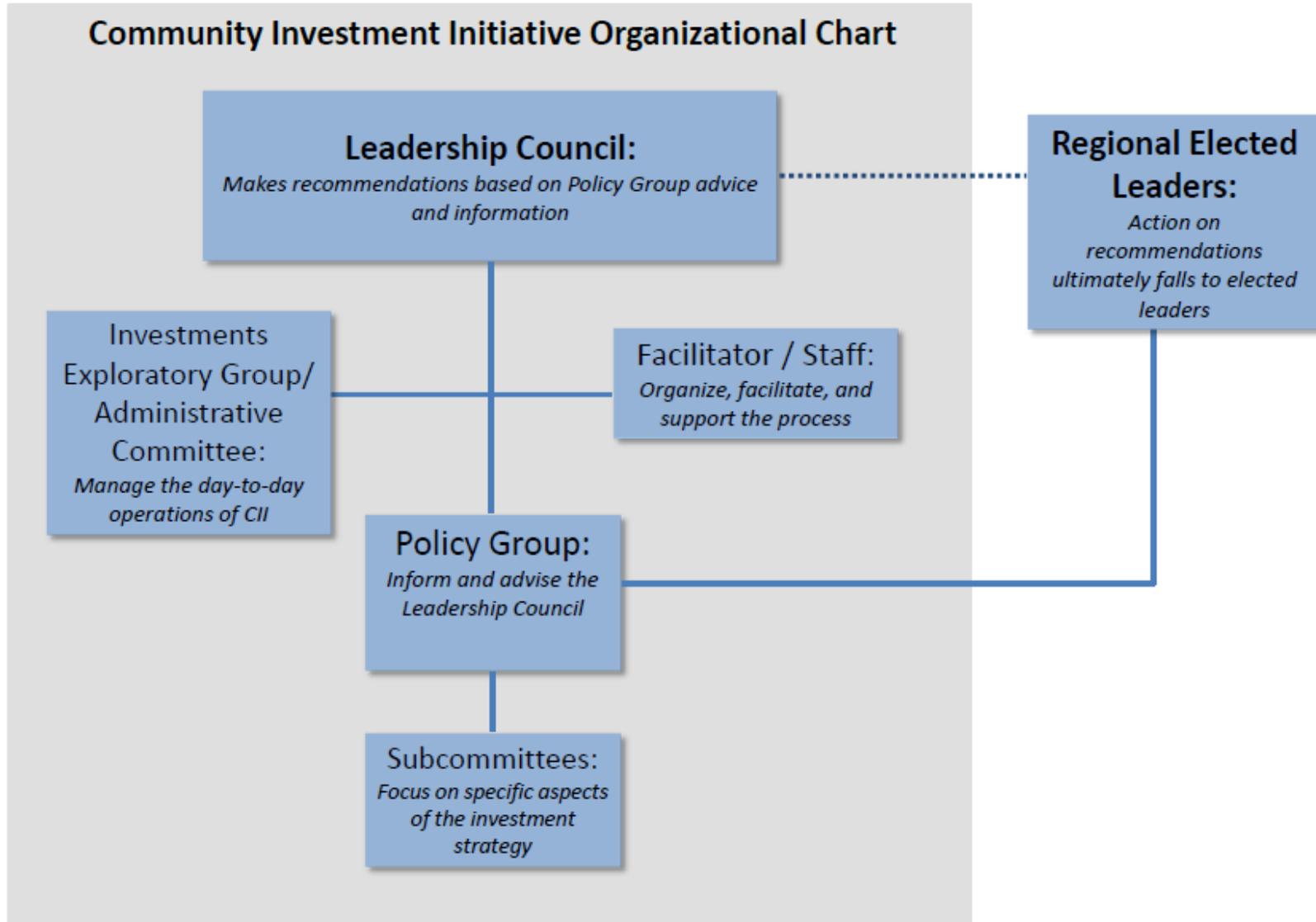
In June 2008, the Metro Council affirmed and adopted a definition for measuring a successful region and its constituent communities. In addition, Metro committed to working with all of its regional partners to identify the performance indicators, targets and decision-making processes necessary to create successful communities. This definition included the following six desired outcomes:

1. **Vibrant communities:** People live and work in vibrant communities where they can choose to walk for pleasure and to meet their everyday needs.
2. **Economic prosperity:** Our children and their children benefit from the region's sustained economic competitiveness and prosperity
3. **Safe and reliable transportation:** People have safe and reliable transportation choices that enhance their quality of life
4. **Sustainability:** The region is a leader in sustainability and minimizing contributions to climate change.
5. **Clean air and water:** Current and future generations enjoy clean air, clean water and healthy eco-systems.
6. **Fairness and equity:** The benefits and burdens of growth and change are distributed fairly and equitably.

ATTACHMENT B
Community Investment Initiative Proposed Organizational Structure and Description

DRAFT

DRAFT



ATTACHMENT C

DRAFT

Mission, goals and responsibilities within the Community Investment Initiative

Oct. 20, 2010

A Leadership Council, and supporting Policy Group and Administrative Committee, will be established in late fall 2010 to develop recommendations for the region on an integrated investment strategy. These three groups combined will make up the Community Investment Initiative.

- The Leadership Council is to be comprised of 25-30 high level regional leaders that can be the public face of this initiative
- A larger Policy Group, comprised of interested partners and regional leaders, will collaborate closely with the Leadership Council members on the development of recommendations
- A small Administrative Committee will take care of the day-today operational needs of the CII.

Mission of the Community Investment Initiative

“To support prosperous, sustainable, and livable communities throughout the region through a focused and sustained investment program.”

Goals of the Community Investment Initiative

- Develop a proposal for the structure and focus of a region-wide investment program to achieve our regional vision for development and six desired outcomes
- Advocate, educate, and encourage the implementation of an integrated investment strategy for the region

Responsibilities: Leadership Council (decide, recommend, advocate)

- Develop and make recommendations to the region on an integrated community investments strategy
- Determine the direction and work of the CII
- Attend Leadership Council meetings on a regular basis
- Chair or participate in sub-committees/working groups as necessary to achieve Leadership Council goals
- Help represent the Initiative at key official meeting and events
- Develop a mechanism for evaluating and monitoring the work of the CII

Responsibilities: Policy Group (inform and support)

- Give input to the Leadership Council regarding the direction of the CII
- Serve as a resource, both in technical and policy-making expertise, for the Leadership Council as it shapes recommendations
- Serve as a member of a sub-committee/ working group

Request for Proposals

ATTACHMENT C (continued)

DRAFT

Mission, goals and responsibilities within the Community Investment Initiative

Oct. 20, 2010

Responsibilities: Administrative Committee (manage the day-to-day)

- Manages the day-to-day operations and administrative needs of the CI
- Assumes the responsibility of liability for the CII
- Takes its direction from the Leadership Council

Possible additional duties for all members

- Serve as ambassadors for the work of the Leadership Council and promote its mission and goals when and wherever possible
- Participate in activities that support the goals of the CII coalition

Request for Proposals

ATTACHMENT D

Fulfilling the Promise of our Region: The case for developing a community investment strategy

We are fortunate to live in a great place. The Portland region is a popular place to live, work and play partly due to its extraordinary landscape and natural heritage, but also because of our dedication to planning for the future. Our decisions to build more compact and livable neighborhoods, our success at expanding transportation choices, and our commitment to environmental stewardship have all helped to support prosperous and sustainable communities throughout our region.

Thanks to this legacy of regional planning and forward thinking, our communities have embraced widely shared goals for maintaining the quality of our existing neighborhoods and downtowns while accommodating the people who will come here to live and work, limiting the expansion of our urban area, and addressing climate change.

However, achieving these shared goals will require more than great planning. It will require new tools to address new challenges.

We are failing to maintain our existing public structures, and cannot afford the investments we need to protect our livability as we grow. According to the July 2008 Regional Infrastructure Analysis, the estimated cost of providing the pipes, pavement, parks, and other public investments needed to accommodate housing and job growth in the Portland metropolitan region over the next three decades ranges from \$27 to \$41 billion. Existing sources of funding can cover only about half of this need, creating a finance gap in the range of \$15-\$20 billion over the next 30 years. Even if growth does not occur, the region will need \$10 billion just to repair and rebuild our existing infrastructure.

Public investment needs vary greatly across the region, both geographically and across infrastructure types.

Investment priorities in downtowns and commercial areas include street redesign, structured parking, and transit improvements. Single-family neighborhoods require sidewalks, parks and school facilities. In our industrial areas, brownfield cleanup and freight access are among the most critical needs. The financial, professional and regulatory capacity to meet these needs varies greatly from place to place.

While costs increase, funding sources at all levels of government are becoming less robust. Federal spending on infrastructure has been falling for many years. Local tax caps, Measures 5 and 50, and state-imposed preemptions have limited local revenue capacity and flexibility. No existing revenue mechanisms directly fund regional infrastructure. Decreased funding capacity for infrastructure, if not addressed, can limit the ability of the region and its communities to achieve significant aspirations for development. In addition, fragmented governance and service delivery structures across the region result in inefficient application of infrastructure investments.

Without the ability to invest in our communities, we will be forced to make decisions that undermine the livability of our region. State law requires Metro to maintain enough capacity within the region's urban growth boundary to accommodate 20 years of population growth, but allows that capacity to be provided through increased efficiencies in the use of land within the boundary. In order to achieve those efficiencies, we need to be able to invest in our existing downtowns, main streets, and employment areas in ways that both accommodate population and job growth and improve our quality of life. If we cannot demonstrate that we have the ability to make those investments, we will be forced to expand the urban growth boundary – even though funding is not available to support infrastructure development in expansion areas either.

ATTACHMENT D (continued)

Request for Proposals

Fulfilling the Promise of our Region: The case for developing a community investment strategy

Developing a community investment strategy

The September 2009 “Making the Greatest Place” recommendation from Metro’s Chief Operating Officer asserts:

We must invest in our communities to secure the future the people of the region desire. This means we must invest existing dollars strategically; focus our investments for maximum impact; elevate our level of overall investment; and deploy our public resources in a way that supports private investment. Only if we do all of these things can we ensure a strong economy, a healthy environment and communities that serve the needs of all.

The COO recommendation called for the development of an integrated federal, state, regional and local investment strategy to help close the gap between the region’s needs and its financial means. This strategy would be aimed both at maintaining existing infrastructure and community assets and at supporting targeted new investments to accommodate anticipated population and employment growth. It would focus on investing in downtowns, main streets and industrial and employment areas to support the achievement of community aspirations throughout the region.

Metro is working in partnership with the Investments Exploratory Group to form and support a “Leadership Council” comprise of private, public, and community leaders that will together to develop an integrated investment strategy for the region. Specifically, this group will address the following questions:

- **What:** What investments are the most catalytic? Which will leverage further investments or actions? Where can investments galvanize the greatest market response?
- **Who:** How should the region govern the distribution of investments to advance strategic regional goals (e.g., job growth, development of centers and corridors, expanding transportation choices)?
- **How:** How should local and regional governments fund priority investments? What are the most appropriate existing and potential financial mechanisms to employ?

As envisioned, the Leadership Council will be supported by a larger network of technical and policy experts called the Policy Group. The purpose of this group is to leverage their resources and vast expertise to craft and develop the framework of initial recommendations for the Leadership Council to mold and refine.

This process is intended to produce a level of regional consensus around the structure, focus, funding sources and governance of a potential regional investment strategy. Based on this consensus, the region should be prepared to seek authority from the 2011 and/or 2012 Legislature that will enable us to implement this strategy.

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ATTACHMENT E Personal Services Agreement

For Personal Service Agreements \$50,000 & Up

Contract # _____

THIS AGREEMENT is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the 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, shall be a minimum of \$1,000,000 per occurrence. The policy must be endorsed with contractual liability coverage; and
 - (2) Automobile bodily injury and property damage liability insurance coverage shall be a minimum of 1,000,000 per occurrence.
 - b. **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.
 - c. 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

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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.

d. 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.

e. Contractor shall provide Metro with a Certificate of Insurance complying with this article, and naming Metro as an additional insured within fifteen (15) days of execution of this contract, or twenty-four (24) hours before services under this contract commence, whichever date is earlier.

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. Ownership of Documents and Maintenance of Records. Unless otherwise provided herein, all documents, instruments and media of any nature produced by Contractor pursuant to this agreement are Work Products and are the property of Metro, including but not limited to: drawings, specifications, reports, scientific or theoretical modeling, electronic media, computer software created or altered specifically for the purpose of completing the Scope of Work, works of art and photographs. Unless otherwise provided herein, upon Metro request, Contractor shall promptly provide Metro with an electronic version of all Work Products that have been produced or recorded in electronic media. Metro and Contractor agree that all work Products are works made for hire and Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such Work Products.

a. Contractor and subcontractors shall maintain all fiscal records relating to such contracts in accordance with generally accepted accounting principles. In addition, Contractor and subcontractors shall maintain any other records necessary to clearly document:

- (1) The performance of the contractor, including but not limited to the contractor's compliance with contract plans and specifications, compliance with fair contracting and employment programs, compliance with Oregon law on the payment of wages and accelerated payment provisions; and compliance with any and all requirements imposed on the contractor or subcontractor under the terms of the contract or subcontract;
- (2) Any claims arising from or relating to the performance of the contractor or subcontractor under a public contract;
- (3) Any cost and pricing data relating to the contract; and
- (4) Payments made to all suppliers and subcontractors.

b. Contractor and subcontractors shall maintain records for the longer period of (a.) six years from the date of final completion of the contract to which the records relate or (b.) until the conclusion of any audit, controversy or litigation arising out of or related to the contract.

c. Contractor and subcontractors shall make records available to Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor, within the boundaries of the Metro region, at reasonable times and places regardless of whether litigation has been filed on

Request for Proposals

any claims. If the records are not made available within the boundaries of Metro, the Contractor or subcontractor agrees to bear all of the costs for Metro employees, and any necessary consultants hired by Metro, including but not limited to the costs of travel, per diem sums, salary, and any other expenses that Metro incurs, in sending its employees or consultants to examine, audit, inspect, and copy those records. If the Contractor elects to have such records outside these boundaries, the costs paid by the Contractor to Metro for inspection, auditing, examining and copying those records shall not be recoverable costs in any legal proceeding.

d. Contractor and subcontractors authorize and permit Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor, to inspect, examine, copy and audit the books and records of Contractor or subcontractor, including tax returns, financial statements, other financial documents and any documents that may be placed in escrow according to any contract requirements. Metro shall keep any such documents confidential to the extent permitted by Oregon law, subject to the provisions of section E.

e. Contractor and subcontractors agree to disclose the records requested by Metro and agree to the admission of such records as evidence in any proceeding between Metro and the Contractor or subcontractor, including, but not limited to, a court proceeding, arbitration, mediation or other alternative dispute resolution process.

f. Contractor and subcontractors agree that in the event such records disclose that Metro is owed any sum of money or establish that any portion of any claim made against Metro is not warranted, the Contractor or subcontractor shall pay all costs incurred by Metro in conducting the audit and inspection. Such costs may be withheld from any sum that is due or that becomes due from Metro.

g. Failure of the Contractor or subcontractor to keep or disclose records as required by this document or any solicitation document may result in debarment as a bidder or proposer for future Metro contracts as provided in ORS 279B.130 and Metro Code Section 2.04.070(c), or may result in a finding that the Contractor or subcontractor is not a responsible bidder or proposer as provided in ORS 279B.110 and Metro Code Section 2.04.052.

7. 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.

8. 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.

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9. 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.

10. State and Federal Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapters 279A, 279B and 279C, and the recycling provisions of ORS 279B.025 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.

11. 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.

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 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.

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. 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 _____