



Land Use Consultant Services for:

Oregon Zoo Conditional Use Master Plan and Environmental Review

RFP 11-1825

Metro

600 NE Grand Ave.
Portland, OR 97232
503-797-1700

Project Manager

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Notice is hereby given that proposals for RFP 11-1825 for Land Use Planning Services shall be received by Metro, 600 NE Grand Avenue, Portland, OR 97232 until 3:00 PM (Pacific Time) on Wednesday, February 9, 2011. **It is the sole responsibility of the proposer to ensure that Metro receives the Proposal by the specified date and time. Any Proposals submitted after the due date and time will not be considered.** PROPOSERS SHALL REVIEW ALL INSTRUCTIONS, CONTRACT TERMS, AND CONDITIONS.

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I. INTRODUCTION

The Oregon Zoo (Zoo) is requesting proposals for land use consulting services to prepare an updated Conditional Use Master Plan (CUMS) application and provide technical support to Oregon Zoo staff on the updated Comprehensive Capital Master Plan (Capital Master Plan). The land use planning work involves submitting the updated Capital Master Plan for City conditional use and environmental review and approval. The Capital Master Plan includes projects funded by the 2008 Oregon Zoo Bond and identifies additional future projects, as well as sustainability initiatives and infrastructure improvements. The land use work will require close collaboration with Zoo planning staff and the Capital Master Plan consultant team headed by SRG Partnership. The current Oregon Zoo CU MS was submitted in 1997, received final approval in 2003 and will expire in 2013.

In addition to the SRG Partnership team, Metro has hired Rick Williams Consulting and Kittelson and Associates to provide transportation access and parking management strategy services in coordination with the work of the SRG team.

The Zoo, one of the services of Metro, is a community treasure. It is the oldest zoo west of the Mississippi River and continues to be the number one admission-based attraction in Oregon. The Oregon Zoo is well known for its success in protecting threatened and endangered species and providing generations of families with unique hands-on learning and recreational experiences. The Zoo consistently attracts more than 1.6 million visitors per year and has more than 46,000 member households.

For more information about the zoo, visit <http://www.oregonzoo.org>.

II. BACKGROUND/HISTORY OF THE PROJECT

In 2006, the Zoo, the Metro Council, and The Oregon Zoo Foundation began to work on ways to create an even better Zoo. The Metro Council adopted a resolution assembling a committee to outline a plan of future changes and improvements to the Zoo, which established the Zoo's Future Vision Committee.

The Future Vision Committee took a hard look at what the Zoo was doing and where improvements needed to be made. They created a report suggesting that, while the Zoo was doing an admirable job of educating visitors and protecting threatened and endangered species, its infrastructure, energy consumption and certain exhibits were in need of improvement.

In October 2007, the Future Vision Committee returned its report to the Metro Council and recommended that a bond measure be placed on the ballot to address infrastructure and exhibit issues, increase capacity for conservation education, and add sustainable measures.

In November 2008, the public approved the \$125 million bond measure. The bond put the Zoo in a strong position to protect animal health and safety, increase access to conservation education, and upgrade defined Zoo facilities.

After an extensive Request for Proposal process, in August 2010, SRG Partnership was awarded the contract to develop a Comprehensive Capital Master Plan for specific bond projects, sustainability initiatives and infrastructure improvements.

The Capital Master Plan will provide direction for longer-term exhibit planning and site planning that creates synergy of theme and message at the Zoo and provide a future road map for Zoo campus development. SRG has assembled an inter-disciplinary team with expertise in land use planning, zoo planning, exhibit design, sustainability, engineering and economic analysis to develop the Capital Master Plan, which is expected to be completed and adopted by September 2011.

SRG Partnership is overseeing the Capital Master Plan which creates a new, long-term vision for the Oregon Zoo. It creates the framework and strategy for both the approved bond funded projects as well

as for future additional projects. The two main phases of study and development as part of the Capital Master Planning process are:

1. Capital Master Planning process includes:
 - Facility programming
 - Master Plan concept options/new directions
 - Master Plan refinement
 - Master Plan implementation and phasing strategy

2. Specific Zoo Bond Funded projects included in the Capital Master Plan:
 - Expansion and redevelopment of the elephant exhibit
 - Rebuilding the polar bear exhibit
 - Rebuilding the primate exhibit
 - Installing a modern water filtration system for the hippo exhibit
 - Creating a new condor exhibit
 - Building a Conservation Education Discovery Zone
 - Rebuilding the water distribution system and recommending implementation measures to save water and energy
 - Installing a modern water filtration system for the penguin exhibit
 - Constructing a new veterinary medical center and quarantine facility.

The Capital Master Plan work plan includes schematic design for bond projects, developing programming, project level cost estimates and an overall program schedule for construction and other key milestones.

Installation of the penguin exhibit water filtration system and the construction of the new veterinary medical center are underway with all necessary land use and construction permits in place. The scope of work for this engagement does not include these two projects.

When the RFP for consultant services to develop the Capital Master Plan for the Zoo was issued, Oregon Zoo and Metro staff anticipated that the City of Portland would be preparing a new Washington Park Plan District, inclusive of the Oregon Zoo, thus obviating the need for an updated Zoo CUMS. Subsequently, the Zoo and the City jointly agreed that a new plan district was not the most practical approach and that an updated CUMS for Zoo land use reviews could be crafted to better serve implementation of the Zoo's Capital Master Plan.

Development of the elephant exhibit can be accomplished under the existing CUMS, but implementation of the remaining bond projects triggers the need for the preparation of an updated CUMS. Land use applications and reviews required for the on-site elephant exhibit are not included in the scope of work for this engagement.

During the zoo's last CUMS application, a lengthy series of appeals occurred between the 1997 submission and its ultimate approval in 2003. The current CUMS is set to expire in February 2013. In 2009, the Zoo requested a major modification of its 1997 Conditional Use Master Plan to permit construction of a new veterinary hospital. In August 2010, the City of Portland Bureau of Development Services (BDS) agreed to allow the Zoo to defer addressing the existing nonconforming development conditions instead of requiring that they be addressed as part of the requirements for the new veterinary hospital now under construction. The Zoo intends to address nonconforming development through a separate non-conforming development plan to be prepared and submitted to the City in 2011. The non-conforming development plan is not part of this RFP scope of work and will be completed by the Capital Master Plan team; however the selected consultant for CUMS will need to be knowledgeable about this work and how it relates to the CUMS.

Metro staff has been in early consultation with the City's Bureau of Development Services (BDS) and other City Bureaus (Planning and Sustainability, Transportation, Environmental Services) in order to better understand the City's goals, priorities and requirements for the Zoo's unique land use needs. These early discussions have been constructive and helpful in defining how Metro will move forward with the CUMS process. Currently, Metro intends to submit an application for a new CUMS in September 2011.

Currently the Oregon Zoo's site has an open space base zone with environmental conservation and protection, and scenic resource overlays. According to 33.820.010 (Portland's zoning code), a conditional use master plan is a plan for the future development of a use that is subject to the conditional use regulations. Expansions of the use may have impacts on surrounding neighborhoods and on public services that are better addressed through the review of the whole master plan rather than through reviewing the expansions individually over time. In addition, by creating long term plans, some impacts may be prevented that would have occurred with uncoordinated piecemeal expansions.

III. SCOPE OF WORK

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

The consultant will serve as the Zoo's primary source of land-use expertise to guide the successful completion of a conditional use process with the City. The consultant will work closely with the SRG Partnership team as the Capital Master Plan is developed and completed, and be involved throughout the process. The consultant will be expected to attend relevant Capital Master Plan meetings, as requested by the Project Manager, and meet regularly with the Metro project manager. Proposers should outline a project approach to perform the services and deliver the products listed below, but should build in a degree of flexibility to adapt as the process and requirements may change along the way. In addition to implementing the work plan relative to preparing the CUMS, the consultant will be responsible to prepare materials for any additional necessary City reviews and/or potential appeals, if any, relative to the Capital Master Plan (excluding the on-site elephant exhibit project land use reviews and the non-conforming development plan).

At this point, the key known issues to be addressed in the development of a CUMS application include transportation access and transportation issues, environmental review and non-conforming development. The SRG Partnership team and Metro staff will prepare the report of non-conforming conditions to inform the land use process.

Throughout the CUMS process, the consultant and Metro project manager will hold meetings with City staff, consultants and stakeholders as appropriate to guide the preparation of the CUMS application. The consultant will also attend meetings with Oregon Zoo staff and attend Capital Master Plan team meetings and other consultant team meetings, when required. Proposers should consider the complexity of this project and anticipate the level of meeting time that will likely be required in preparing a response to this RFP.

Task 1: Plan and Application Preparation

Subtask 1.1: Develop a strategy for preparing the CUMS in relationship to the Capital Master Plan.

- a. Conduct interviews with the SRG Partnership team to develop an understanding of the Capital Master Plan process
- b. Attend Capital Master Plan team meetings, as requested by Project Manager.
- c. Conduct interviews with Metro/Zoo staff and other consultants to understand the zoo's land use planning history
- d. Prepare materials and apply for the pre-application meeting and other technical meetings with staff from BDS to determine process for CUMS.

Product: Memo detailing a proposed strategy and expected timeline for developing the CUMS in conjunction with the Capital Master Planning process. The memo will include roles and responsibilities of the SRG Partnership team and the Rick Williams Consulting transportation team necessary to support the CUMS application.

Subtask 1.2: Determine all information that will be required by the City of Portland zoning code for the CUMS, including but not limited to:

- a. Prepare documentation of the adequacy of public services (sewer, water, etc.) for the proposed uses, and any other information required to meet zoning code criteria.
- b. Identify any potential service gaps and recommend projects/programs to address the adequacy of services for the build-out of the land use plan.
- c. Identify stormwater management, environmental and transportation requirements and ensure work programs address these requirements.
- d. Propose potential conditions of approval that address the scope and timing of these recommended projects/programs.
- e. Review the information obtained in a-d, above, with City staff to ensure it is complete and that it fully addresses the zoning code.

Product: A memo documenting the information required by the zoning code.

Subtask 1.3: Integrate information from existing consultant studies and assessments and the new Capital Master Plan into the CUMS process and identify any gaps or necessary technical studies.

- a. Use Zoo assessments of the impacts of zoo operations on natural resources, air and water quality, transportation, cultural resources, and noise. If necessary to avoid potential impacts of these assessments against zoning code criteria, work with staff to develop possible alternatives to ensure zoning code criteria can be met.
- b. After any alternatives have been agreed upon by the Metro project manager, develop recommended actions to minimize any potential impacts of the build out on the Zoo. Propose conditions of approval to address the timing and extent of these recommendations.

Product: A memo documenting the integration of the assessments into the conditional use process and identifying any additional information required by the city that needs to be provided by Metro, the SRG Partnership team, or the Rick Williams Consulting transportation team.

Subtask 1.4: Draft and prepare Final Conditional Use Master Plan and Conditional Use application.

- a. Using information from the previous 3 subtasks, prepare a CUMS for the Zoo. The CUMS will include:
 - i. Information from the Capital Master Plan
 - ii. A discussion of the alternatives analysis which led to the proposed land use plan
 - iii. Relevant information from the consultant assessments identified in Subtask 3
 - iv. Relevant information on the adequacy of public services identified in Subtask 2
 - v. An analysis of this information to determine the potential need for projects to mitigate for impacts resulting from the build-out of the land use plan, and
 - vi. An implementation plan for the mitigation projects, including project “triggers” and proposed conditions of approval.

- b. Prepare a conditional use permit application based on the CUMS, addressing all City approval criteria.
- c. Submit the CUMS and permit application to the City.

Product: Oregon Zoo CUMS and application submitted to the City.

Subtask 1.5: After application submittal, the consultant will be available for consultation with Zoo and City staff. If necessary, modify the CUMS application materials. Interact with City staff during the application review and participate in Hearing's Officer and potential City Council hearings, if required. The consultant's involvement at this stage will include modifying and appending the documents, as agreed upon by the Zoo and the City, until the City has accepted the application as complete for purposes of issuing the notice for the public hearing. The consultant will be responsible for making the presentation at the public hearing, in conjunction with Metro Project Manager.

- a. The review process with the City should take about 6 months to complete. The process could take longer if new issues are identified that require resolution.
- b. The consultant will attend all necessary meetings with City staff and develop requested written products and presentations to meet City requirements during the review process.

Product: Revised Zoo CUMS application, if necessary, and participation in hearings and meetings to achieve an application that is accepted and deemed complete by the City.

Task 2: Public involvement

Subtask 2.1: Ongoing coordination with Zoo public involvement staff to implement public involvement program.

- a. Support Zoo staff in public involvement efforts related to the CUMS and any additional land use review processes, as necessary, including but not limited to attending public meetings, neighborhood association meetings, stakeholder meetings, etc.
- b. Develop materials on the CUMS and any additional land use review processes for meetings with the public, neighborhood associations and other stakeholders.

Product: Relevant material for each meeting; documentation of community and City staff input and response to that input; and regular informational updates for the public to be distributed largely through Metro public involvement staff.

Task 3: Coordination with Zoo staff and management teams

Subtask 3.1: Ongoing coordination with the Zoo management team, the SRG Partnership team, and the Rick Williams Consulting transportation team. The conditional use process and consulting contract will be managed by the Metro Project Manager.

Subtask 3.2: Develop and present information about the services and products requested in the scope of work to the Zoo Bond Citizens' Oversight Committee, as requested by the Metro Project Manager.

Subtask 3.3: Make presentations to Metro Council, as requested (assume two formal Council meetings)

Product: On-going coordination with Metro Project Manager. Meetings and presentations, as requested to fully conduct the duties of this work program.

Proposed Project Timeline for Capital Master Planning Process by SRG Partnership

October 2010	SRG Partnership team contract executed and work commences
March 2011	Elephant exhibit schematic design and cost estimates due
March 2011	Capital Master Plan concept prepared, including project refinement options and initial cost estimates
May 2011	Phasing options and cost estimates refined—final capital master plan design and cost estimates
August 2011	Final draft preparation with costs estimates and schematic design
July 28, 2011	Draft Capital Master Plan due to Oregon Zoo/Metro staff for final review
August 25, 2011	Final Master Plan due
September 8, 2011	Master Plan presentation to Metro Council for adoption*

* These dates are approximate and are subject to change

It is expected that the consultant will begin to write the CUMS approximately June 2011 following three months of preparatory work and meetings with Metro and Zoo staff, SRG Partnership team, other consultants, City staff and stakeholders. The CUMS application is expected to be finalized in a similar timeframe as the Capital Master Plan and submitted to the City by **September 8, 2011.**

Conditional Use Master Plan Development Cost

Metro staff estimates that the work to fully realize the proposed scope of services and products will cost approximately \$100,000. If City approval of the CUMS is appealed, the Metro Project Manager will determine the most appropriate approach to carry the land use process through completion and final approval, which may include an amendment to the land use consultant contract for additional services.

Expectations

CUMS work will be based upon and coordinated with the Capital Master Plan process. Metro's desire is to address as many technical and controversial issues as possible prior to submission of the CUMS to the City to expedite the review and decision-making processes. Metro desires to minimize the likelihood of appeals that will delay bond project implementation.

VI. PROJECT APPROACH

Consultant Team Administration:

1. Describe your team's approach and methodology to completing the scope of work.
2. Identify the principal-in-charge, the project manager, and all other personnel, sub-consultants, and sub-consultant personnel who will work on the project. Indicate what office they will be working from and what tasks they will be performing.
3. Submit an organization chart of the project team showing lines of authority among the project staff.
4. Provide a project schedule and work plan for all activities covered in the scope of work.
5. Prepare a budget, indicating task, hours of work by person, labor cost, sub-consultant cost, and reimbursable expenses for the scope of work.
6. Provide the following information for the principal-in-charge, the project manager, and at least one other key project team member:
 - a. Role in the project and work to be performed
 - b. Similar project experience
 - c. Supply names of similar projects and contact information
 - d. Indicate how much time each person will be devoting to the project on a weekly basis
 - e. State whether the individual has other high profile work assignments during the schedule of this engagement that will compete for attention
7. Each sub-consultant shall provide a primary contact and support personnel for the project.
8. Provide resumes of key personnel in an appendix with a limit of two pages for each resume

NOTE: Metro believes that the consultant team staffing will be critical to achieving a successful outcome for the Conditional Use Master Plan. **Consequently, the successful proposer will be required to obtain written approval from the Zoo for any change in the proposed staffing for the project.**

VII. PROPOSAL INSTRUCTIONS AND CONDITIONS

All proposals submitted in response to this RFP are subject to the provisions and requirements set forth in this RFP. All matters not specifically outlined in this RFP, or a subsequent contract entered into, shall be governed by Metro's Administrative Rules as well as applicable Oregon Revised Statutes and other rules pertaining to procurement and contracting by Metro.

A. Reservation of Rights:

Metro, in its sole discretion, reserves the right to amend, modify, extend the deadline or cancel this RFP; to reject any or all proposals received in response to this RFP; to decide whether a proposal does or does not substantially comply with the requirements of this RFP; to waive any minor informality of any proposal; and to obtain references regarding any proposer's past performance from any source. Neither issuance of this RFP, nor evaluation of any or all proposals, obligates the Metro to award a contract from this RFP.

B. Submission of Proposals:

Proposals submitted in response to this RFP shall be of sufficient length and detail to demonstrate the proposer has a thorough understanding of the needs of the project described in this RFP. However, unnecessarily elaborate proposals, beyond that sufficient to present a complete and succinct proposal, are not desired.

Proposers shall submit **one (1) ORIGINAL** proposal; and **one (1) electronic copy**, on CD-ROM, in either Adobe Acrobat or Microsoft Word 2007, which must be received by Metro no later than the "Proposal Due Date and Time" at the location listed below. **The original proposal must bear an original ink signature and shall be marked "ORIGINAL."**

Proposals must be submitted in a sealed package(s) or envelope(s). To ensure proper identification and handling, all such package(s) or envelope(s) must be **clearly marked "Land Use Consultant Services", with the RFP Solicitation Number, the name of the Contract Coordinator and the date and time proposals are due.** The Zoo/Metro shall not be liable for any lost, late or improperly marked proposals.

Proposals must be typewritten on 8.5" x 11" white paper and in no less than 10-point typeface. No oral, email or facsimile proposals will be accepted.

In accordance with Metro's sustainability goals, please submit your proposal in loose leaf, unbound sets (staples are acceptable), printed on recycled paper containing at least 30% post-consumer waste content. **Do not use ring binders, section dividers or any other materials which cannot be easily recycled.** Double-sided printing is preferred.

Submit proposals in a sealed envelope to:

Karen Slusarenko
Procurement Services
Metro
600 NE Grand Avenue
Portland, OR 97232

C. Proposal Deadline:

Proposals are due no later than **3:00 pm (Pacific Time), Wednesday, February 9, 2010.** Proposals received after that time will not be considered and will be returned unopened.

D. Preparation Costs

Metro shall not be responsible for any costs incurred by Proposers in the preparation or submission of a proposal to this RFP; including costs associated with any meeting, demonstration, interview or subsequent negotiations that may be requested or required.

E. RFP as Basis for Proposals:

This Request for Proposals (RFP) 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 or by e-mail at: cheryl.twete@oregonmetro.gov. Any questions, which, in the opinion of Metro, warrant a written reply or RFP addendum, will be furnished to all parties receiving this RFP. Metro will not respond to questions received after **3:00 pm (Pacific Time), Wednesday, February 2, 2010.**

F. 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.

G. 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, Portland Oregon 97232 and must state the specific deviation from the rule or statute in the contract award. Metro will issue a written response to the appeal in a timely manner.

H. Modification of Proposal

An offer to modify the proposal which is received from the successful Proposer after award of agreement, which makes the terms of the proposal more advantageous to Metro will be considered, and may, thereafter, be accepted. To be effective, every modification must be made in writing over the signature of the proposer.

I. Compliance

Each Proposer shall inform itself of, and the proposer awarded the contract shall comply with, federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, non-discrimination in the employment of labor, protection of public and employee safety and health, environmental protection, waste reduction and recycling, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees and similar subjects.

J. Equal Employment Opportunity

During the performance of the contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin.

VIII. PROPOSAL CONTENTS

Proposals must address all of the elements (A through H) listed in this section. Potential proposers may obtain Metro contracting policy information by contacting Karen Slusarenko at (503) 797-1809 and karen.slusarenko@oregonmetro.gov. The proposal should contain no more than fifteen (15) pages of written material (excluding biographies, resumes and brochures, which may be included in an appendix), describing the ability of the consultant to perform the scope of work requested, as outlined below. The proposal should be submitted on recycled paper (minimum 30% post consumer content) and printed on both sides. No waxed page dividers or non-recyclable materials should be included in the proposal.

A. Transmittal Letter

Indicate who will be the principal-in-charge and the project manager and other staff assigned to the project. State that the proposal will be valid for ninety (90) days.

B. Approach

Describe your proposed methodology for accomplishing the scope of work within the given timeframe and overall bond project budget. Incorporate adequate contingencies for unanticipated tasks and/or project delays.

C. Project Work Plan/Schedule

Include a proposed work plan and schedule. Schedule should include timelines for work phases with key decision points and milestones indicated.

D. Interdisciplinary Team Qualifications

If using sub-consultants, identify specific consulting firms and personnel assigned to major project tasks, their roles in relation to the work required, the 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 the Metro. The consultant must take responsibility for any sub-consultant work and shall be responsible for the day-to-day direction and internal management of the consultant effort.

E. Experience

Indicate how your firms (and sub-consultants, if any) meet the experience requirements listed below. Provide at least three (3) examples of projects completed during the past five years which involved services similar to the services required in this RFP. For each of the listed projects, include the exact nature of the scope of services; the name of the client 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.

Provide Qualifications that demonstrate:

1. Experience and success in managing and completing land use processes in the City of Portland, specifically the CUMS process.
2. Experience in working with public institutions or non-profits on campus-wide master plans, conditional use master plans, amendments to CUMS, and related land use reviews, such as environmental reviews.
3. Experience as lead consultant on major land use cases, with focus on public presentation skills, problem-solving and relationship-building expertise.
4. Experience in managing land use appeals, specifically in the City of Portland.

F. Diversity in Employment and Contracting:

Potential Proposer's attention is directed to Metro Code provision 2.04.100, which encourages the use of minority, women and emerging small businesses (MWESB) to the maximum extent practical. Copies of these MWESB policies are available from the Zoo's governing agency, Metro. Contact Karen Slusarenko in the Metro Procurement Office, 600 NE Grand Avenue, Portland, OR 97232, (503) 797-1809.

1. Provide a list of Minority, Women, or Emerging Small Business firms that will be used in developing the CUMS and the amount of fee allocated to each firm.
2. 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.
3. Include certification numbers for MBE, WBE, or ESB certifications by prime consultant and any subconsultants or suppliers.
4. Provide a description of your firm's policies, practices and plans to employ and maintain a diverse workforce.

G. Cost/Budget

Present the proposed cost of the consultant services for each phase of work for this CUMS, with a **total Not-to-Exceed** fee. List hourly rates for personnel assigned to the project, total personnel expenditures, support services, and sub-consultant's fees (if any). Requested expenses should also be listed. Indicate any additional work that could become necessary outside the RFP's proposed scope of work.

H. Exceptions and Comments

To facilitate evaluation of the 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 or standard contract (Attachment A) are encouraged to document their concerns in this part of their proposal. Exceptions or comments should be succinct, thorough and organized.

IX. GENERAL PROPOSAL/CONTRACT CONDITIONS

- A. **Selection Process and Notice of Intent to Award:** The Metro reserves the right to select for contract award the Proposer that offers the best overall value, benefit, convenience and service to Metro, taking into account the cost to the public. However, cost is only one of several evaluation and selection criteria, and on its own, is not determinative of the best overall value, benefit, convenience and service to the Metro.
- 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 indicate the number of hours and tasks for each staff member. Invoices are not to 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 the authority to bind any company contacted during the period in which Metro is evaluating the proposal.
- D. **Conflict of Interest:** In filing a proposal, a proposer thereby certifies that no officer, agent, or employee of the Metro or Metro itself has a pecuniary interest in the 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 on 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, creed, color, national origin sex, sexual orientation, age, religion, physical handicap, political affiliation or marital status. 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.metro-region.org or call (503)797.1536.

X. 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	Jan. 21, 2011
Deadline for proposer questions and request(s) for information	Feb. 2, 2011
Due date for written proposals (3:00 pm)	Feb. 9, 2011
Interviews scheduled	Feb. 14-16, 2011
Notice of intent to award issued	Feb.18, 2011 (tentative)
Anticipated contract execution	Mar. 2, 2011

XI. EVALUATION OF PROPOSALS

An Evaluation Committee consisting of knowledgeable individuals (“Evaluators”) shall evaluate the written proposals. Working independently with copies of the written proposals, the Evaluators will assign scores for each of the categories described under Evaluation Criteria (below) for each proposal.

At the conclusion of the evaluation of the written proposals, oral interview evaluations may also be conducted. The top scoring Proposers shall be invited to the oral interview. No additions, deletions or substitutions may be made to proposals during the oral evaluations that cannot be viewed as clarification of the original proposal.

After the oral evaluation, each evaluator will independently assign a score to each evaluation criterion and the criteria scores for the oral evaluation will be summed. Then the oral evaluation scores and the written evaluation scores will be summed, resulting in a final score. The Diversity in Employment section will be scored by a Metro employee expert in that category. The proposal having the highest final score will be awarded the contract.

- A. **Evaluation Procedure:** Submitted proposals that conform to the proposal instructions will be evaluated. The evaluation will utilize the evaluation criteria listed in the following section. Interviews may be requested prior to the final selection of one firm.

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.

The listed categories and the highest possible score for each are as follows:

1. Project work plan/approach/methodology	30%
a. Demonstrates understanding of the project objectives	15%
b. Performance approach and methodology	15%
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%

XII. NOTICE TO ALL PROPOSERS – STANDARD AGREEMENT

The attached personal services agreement (Attachment A) is a standard agreement approved for use by the Office of Metro Attorney. This is the contract the successful team will enter into with Metro; it is included for your review prior to submitting a proposal. Proposers shall include any issues of concern or suggested revision to the standard agreement with their proposal. Metro shall not be required to consider any issue or any revision raised during contract negotiations if the issues and/or revisions were not included in the proposal,

**ATTACHMENT A
Personal Services Agreement**

For Personal Service Agreements \$50,000 & Up

Contract

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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 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 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.
- d. 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.
- e. 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.
- c. 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.

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.

By _____
Title _____
Date _____

METRO
By _____
Title _____
Date _____