



METRO

PEOPLE PLACES

OPEN SPACES

RFP 11-1722

WEBSITE DEVELOPMENT FOR THE INTERTWINE

Metro Sustainability Center

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

Project Manager:

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Procurement Manager:

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Notice is hereby given that proposals for RFP 11-1722 for: Website Development for The Intertwine shall be received by Metro, 600 N.E. Grand Avenue, Portland OR 972327 until 2:00 p.m. Friday, September 17, 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 11-1722

FOR

WEBSITE DEVELOPMENT FOR THE INTERTWINE

I. INTRODUCTION

The Intertwine is an ever-growing network of integrated parks, trails and natural areas in the Portland-Vancouver metropolitan area that will one day soon be the world's greatest system of its kind. The Intertwine provides unparalleled opportunities to preserve natural areas, open spaces, water and wildlife habitat. The Intertwine reflects our region's passion for quality of life by encouraging recreation, connection to nature, and active transportation such as walking, running and biking. As our urban areas grow denser, The Intertwine promotes the health and happiness that people in the Pacific Northwest dearly value.

The Intertwine Alliance is a partnership of public and private organizations, and businesses working collaboratively to create and manage The Intertwine. Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 NE Grand Avenue, Portland, OR 97232-2736, and a partner in The Intertwine Alliance, is requesting proposals on behalf of The Intertwine Alliance for development of an interactive website for The Intertwine.

Proposals will be due no later than 2:00 p.m. Friday, September 17, 2010 in Metro's business offices at 600 NE Grand Avenue, Portland, OR 97232-2736. A pre-proposal meeting to explain project requirements and answer questions will be held at 9:30 a.m. Tuesday, August 31, 2010 at Metro Regional Center, 600 NE Grand Ave., Portland, in room 370A. Details concerning the project and proposal are contained in this document.

II. BACKGROUND/HISTORY OF PROJECT

The purpose of this project is to plan and develop an interactive website that allows users to find and share information about recreational opportunities to hike, bike, bird, paddle, and play on The Intertwine. The Intertwine is a gateway to a wide range of outdoor facilities, offered by individual providers. The Intertwine's job is to connect them together in ways that add value for users and providers alike. The implication of this is that The Intertwine website must integrate information from many diverse sources in ways that serve providers and empower users. The website will bring together existing content in novel and powerful ways. A primary task is to help users make connections. The site must help them connect to their favorite picnic spot via a new urban trail or connect a daughter's soccer game with time spent together watching a pair of Osprey nest. The website will advance the The Intertwine's brand strategy and position The Intertwine as a place, a coalition, a strategy and a way of life. For more information on The Intertwine's brand strategy, see Exhibit B.

Request for Proposals 11-1722

The project includes two primary phases, a first phase to scope project options and gain a clear understanding of the resources and partnerships that will be needed to update and maintain the site over time, and a second phase that includes development of the new website.

The project has the opportunity to draw upon and augment resources available from Intertwine Alliance partners to create a comprehensive website for people interested in exploring The Intertwine and getting involved in The Intertwine Alliance. This could include information about everything from Intertwine Alliance meetings to restaurants and retailers that are close to Intertwine destinations. During the first phase of the project the consultant will scope project options and provided detailed scoping for the selected approach that includes identification of needed data sources and data maintenance options, and a budget and plan for ongoing maintenance of the site.

The project may incorporate or link to the website, data and content assets of The Intertwine Alliance partners, including:

- The Open Trip Planner, an open source trip planner that allows people to plan bike, walk, transit and combination trips and is collaboratively developed by a team of developers and coordinated by TriMet and Open Plans.
- The current Intertwine website -- www.TheIntertwine.org -- which includes more than 30 recommended "Intertwine Experiences" and information about Alliance partners and Intertwine social media channels.
- Regional parks and trails data collected by Metro and local parks providers that includes geographic information about many aspects of The Intertwine. Please note that the Metro datasets do not include Vancouver and Clark County, Washington data and the project will need to explore how the various datasets for the parks and trails attributes line up. Additional data attributes may need to be developed and collected as part of the project depending on the proposed approach.
- Metro's online GreenScene calendar which includes recreational events and conservation education classes and workshops offered by Metro and a number of Alliance partners.
- City of Portland Find A Park website -- www.portlandonline.com/parks/finder/.
- Oregon State Parks Find A Park website -- <http://www.oregonstateparks.org/searchpark.php>.
- Additional partner content, including written text, photos, videos, or other visual assets that Alliance partners may share with the project.

A key goal for exploration during the first phase of the project is to how to incorporate and implement the Open Trip Planner (OTP) and tailor it for the project's website and specific requirements. The OTP is collaboratively developed by a team of developers and coordinated by TriMet and Open Plans. The code is maintained and

Request for Proposals 11-1722

managed by Open Plans who also provide support and maintenance options for the OTP. The OTP interface could provide the following features and functions for The Intertwine website:

- Allow users to interactively explore the Intertwine on a map and drill down to more detailed information about The Intertwine parks and trails network
- Allow users to plan walking, hiking, paddling and biking trips on Intertwine land and water trails, and to plan walking, hiking, biking and transit trips and a combination of them to reach Intertwine parks
- Allow users to save and share planned trips along with images, videos, and comments, and to document and share issues related to the accessibility of parks and trails
- Provide on-line features for social interaction and sharing with regards to the Intertwine.

For more information on the OTP and Open Plans, see <http://openplans.org>.

An additional project goal is to provide information about the accessibility of Intertwine parks and trails for visitors with disabilities in partnership with the Access Recreation Project. The project is working to develop guidelines for evaluating the accessibility of parks and trails, as well as how to communicate this information to the public.

The project will use the brand and creative approach developed for the Intertwine, including the logotype, visual style elements, and recommended fonts and colors. The total budget for all phases of the project including planning, project management, user testing, development and implementation shall not exceed \$125,000 (one hundred twenty-five thousand and no/100ths).

III. PROPOSED SCOPE OF WORK/SCHEDULE

Metro is seeking proposals from qualified firms to perform the following services:

- Scope project options and resource requirements for the website and its ongoing maintenance. Identify the data required to support the Intertwine web site and sources for the data. Assess the data maintenance requirements and feasibility of the long term use of the data. Identify options for managing and updating website content, providing capacity to handle videos and photos, and creating a version of the website that can be accessed via mobile phone.
- Define the detailed requirements for the OTP application and other website features selected by The Intertwine Alliance and develop a detailed project plan, budget and timeline.

Request for Proposals 11-1722

- Develop an interactive website for The Intertwine Alliance that allows users to find information about recreational opportunities on The Intertwine, share their favorite Intertwine experiences with others, and contribute information to the website and/or related social media sites.
- Provide project management services for development of the website. Solicit feedback from a project stakeholders group during the development process.
- Implement the OTP and the additional requirements and incorporate the application into the Intertwine website.
- Produce website content, including written text for the site's home page and subpages, and any other content elements needed to complete website, including but not limited to photos and videos.
- Coordinate submission by partners of all remaining content needed to develop the website, including written text, photos, videos, and information derived from databases.
- Identify long-term application maintenance and support requirements and options, and develop a maintenance plan, budget, and recommended roles and responsibilities for ongoing operations and updates of the website, including any databases or social media elements.
- Provide all website documentation.
- Contribute new features for the trip planner back into the source code for the benefit of others.

Services will be provided on an ongoing basis beginning in October 2010 and ending October 31, 2011. Metro intends to award the contracts to a single firm or consultant. A detailed Scope of work description that includes deliverables is outlined in Exhibit A.

IV. QUALIFICATIONS/EXPERIENCE

Proposers shall have the following experience:

- Minimum three years experience or educational equivalent in the following areas:
 - Web design skills, understanding of layout, type and color
 - Expert in information architecture; experience producing multimedia and/or interactive projects
 - Experience implementing open source software
 - Proficiency in XHTML/CSS JavaScript, ASP, and PHP
 - Understanding of web standards and accessibility guidelines (section 508, WAI)
 - Experience with the preparation and optimization of photos and special artwork including logotypes and diagrams for web applications.
- Minimum of three years professional experience as a copywriter and editor and work history demonstrating expertise in writing and editing for the web. Ability to write concise, readable copy with a consistent tone appropriate for target audience and communication goal.

Request for Proposals 11-1722

- Excellent organization and project management skills.

V. PROJECT ADMINISTRATION

Under direction of The Intertwine Alliance Council and the website stakeholders group, Pamela Peck will manage the resulting contract and provide assistance as necessary throughout the duration of contract terms to ensure the objectives of the contract are achieved. The consultant will recommend the timing and methods for involving the website stakeholders group in the project.

VI. PROPOSAL INSTRUCTIONS

A. Submission of Sealed Proposals

Seven copies of the proposal shall be furnished to Metro in a sealed envelope, addressed to:

Metro

Attn: Sharon Stiffler, Procurement Analyst

Procurement Services

600 NE Grand Avenue

Portland, OR 97232-2736

B. Deadline

Proposals will not be considered if received after 2:00 p.m. Friday, September 17, 2010.

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 Pamela Peck at pam.peck@oregonmetro.gov or 503-797-1866. 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 4 p.m. Monday, September 13, 2010.

A pre-proposal meeting to explain project requirements and answer questions will be held at 9:30 a.m. Tuesday, August 31 at Metro Regional Center, 600 NE Grand Ave., Portland, in room 370A.

Request for Proposals 11-1722

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

In the event that any subcontracts are to be utilized in the performance of this agreement, the Proposer's attention is directed to Metro Code provisions 2.04.100, which encourages the use of minority, women and emerging small businesses (MWESB) to the maximum extent practical. Copies of these MWESB requirements are available from the Metro Procurement Office, 600 NE Grand Avenue Portland, OR 97232, (503) 797-1816.

VII. PROPOSAL CONTENTS

The proposal should contain not more than sixteen (16) pages of written material (excluding biographies/resumes and work samples, which may be included in an appendix), describing the ability of the consultant to perform the work requested, as outlined below.

A. Transmittal Letter: Include the following information:

- Firm, consultant or name of business
- Account representative/project manager assigned
- Mailing address, phone, web site, and e-mail address
- State or federal certification, if any, as a minority-owned, women-owned or emerging small business, or DBE
- Statement that the proposal will be valid for ninety (90) days
- Signature of authorized representative of the firm, consultant or business.

-- One (1) page

B. Approach/Project Work Plan: Describe how the work will be done within the given timeframe and budget. Include a proposed work plan and schedule.

-- Five (5) pages

Request for Proposals 11-1722

- 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 as part of the proposal appendix.

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 subconsultant work and shall be responsible for the day-today direction and internal management of the consultant effort.

-- Three (3) pages

- D. Experience: Indicate how your firm meets the experience requirements listed in section IV. of this RFP. List projects conducted over the past five years which involved services similar to the services required here. For each of these other projects, include the name of the customer contact person, his/her title, role on the project, and telephone number. Identify persons on the proposed project team who worked on each of the other projects listed, and their respective roles.

-- Four (4) pages

- E. Cost/Budget: Present the proposed cost of the project and the proposed method of compensation. List hourly rates for personnel assigned to the project, total personnel expenditures, support services, and subconsultant fees (if any). Requested expenses should also be listed. Metro has established budget not to exceed \$125,000 for this project.

-- Two (2) pages

- F. Exceptions and Comments: To facilitate evaluation of proposals, all responding firms will adhere to the format outlined within this RFP. Firms wishing to take exception to, or comment on, any specified criteria within this RFP are encouraged to document their concerns in this part of their proposal. Exceptions or comments should be succinct, thorough and organized.

-- One (1) page

Request for Proposals 11-1722

VIII. GENERAL PROPOSAL/CONTRACT CONDITIONS

- A. Limitation and Award: This RFP does not commit Metro to the award of a contract, nor to pay any costs incurred in the preparation and submission of proposals in anticipation of a contract. Metro reserves the right to waive minor irregularities, accept or reject any or all proposals received as the result of this request, negotiate with all qualified sources, or to cancel all or part of this RFP.
- B. Billing Procedures: Proposers are informed that the billing procedures of the selected firm are subject to the review and prior approval of Metro before reimbursement of services can occur. Contractor's invoices shall include an itemized statement of the work done during the billing period, and will not be submitted more frequently than once a month. Metro shall pay Contractor within 30 days of receipt of an approved invoice.
- C. Validity Period and Authority: The proposal shall be considered valid for a period of at least ninety (90) days and shall contain a statement to that effect. The proposal shall contain the name, title, address, and telephone number of an individual or individuals with authority to bind any company contacted during the period in which Metro is evaluating the proposal.
- D. Conflict of Interest. A Proposer filing a proposal thereby certifies that no officer, agent, or employee of Metro or Metro has a pecuniary interest in this proposal or has participated in contract negotiations on behalf of Metro; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer for the same call for proposals; the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.
- 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.
- F. Intergovernmental Cooperative Agreement (Requires competitive solicitation) – Pursuant to ORS 279A and the Metro public contract code, Metro participates in an Intergovernmental Cooperative Purchasing program by which other public agencies shall have the ability to purchase the goods and services under the terms and

Request for Proposals 11-1722

conditions of this awarded contract. Any such purchases shall be between the Contractor and the participating public agency and shall not impact the Contractor's obligation to Metro under this agreement. Any estimated purchase volumes listed herein do not include volumes for other public agencies, and Metro makes no guarantee as to their participation in any purchase. Any bidder may decline to extend the prices and terms of this solicitation to any or all other public agencies upon execution of this contract. Unless the bidder specifically declines to participate in the program by marking the box on the contract declining to participate, the bidder agrees to participate in the Intergovernmental Cooperative Purchasing program.

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: 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.

	Percentage of Total Score
— Project Work Plan/Approach	40%
— Project Staffing Experience	30%
— Budget/Cost Proposal and project cost/benefit of proposed work plan/approach	30%
	100%

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, 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 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.

Request for Proposals 11-1722

Exhibit A | Scope of work

Project summary

Phase 1: Scope project options for an interactive website for The Intertwine Alliance, and develop a project plan, budget and maintenance plan for the selected option.

Phase 2: Develop a website that incorporates the Open Trip Planner (OTP) and allows users to find information about recreational opportunities on The Intertwine, share their favorite Intertwine experiences with others, and contribute information to the website and/or related social media sites.

Task 1 – Define project options

Scope project options and resource requirements for the website, identify the data required to support the Intertwine web site and sources for the data. Assess the data maintenance requirements and feasibility of the long term use of the data. Identify options for managing and updating website content, providing capacity to handle videos and photos, and creating a version of the website that can be accessed via mobile phone.

Deliverable: Project options memo

Task 2 - Project management plan, budget and website maintenance plan

Identify the detailed technical and user requirements for the project option selected by The Intertwine Alliance. Create a detailed project plan, budget and timeline. Included in this plan must be long term maintenance plans for both the supporting data and the continued maintenance and support of the OTP application and other website features selected by The Alliance. Provide project management services for development of the website. Solicit feedback from a project stakeholders group during the development process.

Deliverables: Detailed requirements, project plan, budget, schedule, maintenance plan

Task 3 – Develop and implement a working version of the OTP application and other recommended website features

Tasks involve mainly development time for a prototype and working beta version of the application and any other features that will be incorporated into website.

Deliverables: Working on-line prototype of the website as defined in Task 2.

Request for Proposals 11-1722

Task 4 – Website content development

Tasks include producing website content, including text for the site's home page and subpages, and any other content elements recommended in the project plan, including but not limited to photos and videos. Coordinate submission by partners of all remaining content needed to develop the website, including written text, photos, videos, and information derived from databases.

Deliverables: To be identified in project plan, but likely to include development of written content for website home page and subpages.

Task 5– Evaluation study of beta release

The Evaluation Study will focus on the accuracy and usability of the OTP application, and on the usability and intuitiveness of the interface design.

Deliverable: Results of data efficacy test and usability test.

Task 6 – Production Release

Tasks include making any revisions based on Task 5.

Deliverable: Completion of revisions, production of working website.

Task 7 – Documentation

Provide all website documentation and contribute new features for the trip planner back into the source code for the benefit of others.

Deliverable: Documentation document.

Request for Proposals 11-1722

Exhibit B | The Intertwine Brand Strategy

A New Way of Thinking

On September 18, 2009, as part of the International “Park(ing) Day” celebration during which parking spaces in cities nationwide are converted to temporary parks, a diverse coalition of public, private and nonprofit organizations unveiled The Intertwine. In some regards, this initiative is nothing new. The Portland region has a long history of environmental stewardship, public-private collaboration, and a reputation for an active, outdoor lifestyle. In other regards, however, The Intertwine is a fundamental departure, a completely fresh approach to our relationship with nature in the city, requiring fundamentally new methods of organization and communication.

The Intertwine is an attempt to capture the spirit of both a people and a landscape and in so doing deepen the connections between them.

Since its launch, The Intertwine initiative has continued to grow and gain momentum. It has engaged the imagination of parks planners, elected officials, corporate executives, conservationists and educators. Local, regional, state and federal agencies have embraced it, as have private companies and nonprofit organizations. A growing coalition of community leaders has come forward to embrace our natural assets as an integrated whole and to recognize that, in many regards, this should take precedence over the jurisdictional boundaries that we lay upon them.

The Intertwine initiative didn’t create our love of nature and our penchant for active lifestyles, it just gave it a name. But the name itself opens whole new possibilities. It is the job of this brand strategy to bring those possibilities to fruition: to help residents recognize what is special about this place and their relationship to it; to help them celebrate and have fun with it; and to cultivate respect for and stewardship of nature.

The Essential Principles of Intertwine Branding

Branding The Intertwine presents a special kind of challenge. The Intertwine is simultaneously a place, a coalition, a strategy and a way of life. It is an array of regional attributes: parks, trails and natural areas. It is also a set of resident attitudes: active, adventurous, and fun-loving. It is parks and natural areas, but it is also the myriad connections between them, pathways that are traveled by both people and wildlife. The Intertwine Alliance itself has little funding for communications, yet The Intertwine is supported by the combined resources of almost a hundred public, private and nonprofit organizations. All of this suggests a few key principles:

The Intertwine is us. As with the parks, trails and natural areas themselves, The Intertwine brand is owned by the residents of the region. In fact, it is really as much a reflection of who WE are as it is about the nature of this

Request for Proposals 11-1722

place. It is the region's residents, especially Intertwine users, who will make the brand part of their lives and, in so doing, bring the brand to life. It is Intertwine users who will, over the years, continue to define what The Intertwine means. Hence, our strategies must give users license to apply the brand creatively. It is not our job as much to define the brand for users as to give them fun things to do with it. Strategies must be interactive, accessible, fun, and "open source."

The Intertwine is a lot like the internet. The Internet provides access to a wide range of content, offered by individual providers. Without the content, the internet would be pointless. Without the internet, the content would be infinitely less powerful. By bringing together the contributions of millions, the internet creates tremendous value for both users and providers of content. The Intertwine is a gateway to a wide range of outdoor facilities, offered by individual providers. The Intertwine's job is to connect them together in ways that add value for users and providers alike. The implication of this is that The Intertwine Alliance must integrate information from many diverse sources in ways that serve providers and empower users. We are fundamentally an integrator. As such, we strive not so much to create new information as to bring together existing content in novel and powerful ways. A related point is that a primary task is to help users make connections. We must help them connect to their favorite picnic spot via a new urban trail or connect a daughter's soccer game with time spent together watching a pair of Osprey nest.

Partners provide the "touch points." While it is the job of The Intertwine Alliance to integrate, it is the role of Intertwine partners to disseminate. The Intertwine gives Intertwine partners—parks departments, transportation bureaus, nonprofit organizations, area businesses—new ways to talk about active living and nature in the city. Their communications and activities are the "touch points" with users. The Intertwine Alliance's job is to ensure Intertwine partners can easily incorporate the brand to benefit both their users and themselves.

This is personal. The Intertwine is about how we live. As such, our brand strategy must be rooted in the personal experience of Intertwine users.

We'll Know We're Successful When...

- Residents start using the name "The Intertwine." They have fun with it and use it in creative ways to express their love of this place. It becomes part of our lives.
- Residents expand their understanding and use of The Intertwine's network of parks, trails and natural areas. Residents who don't use parks and trails much now, start to use them. Residents who visit elements of the network start to expand the number and types of places that they visit. More people put together multi-dimensional experiences.
- People see how their special places fit into the whole system.

Request for Proposals 11-1722

- Residents feel a personal connection with The Intertwine and recognize its value to them. More people participate in planning, restoring, maintaining, funding and building The Intertwine.
- Civic leaders and residents start to see parks, trails and natural areas as part of the region's core infrastructure (like roads, transport, schools).

INTERTWINE BRAND STRATEGIES

Public Awareness Campaign

We will launch a public awareness campaign on radio, web, and TriMet buses. The campaign will be built around Intertwine-related occasions and events, which will change seasonally. Private companies can be partners in the campaign and be featured in radio spots, for ads on TriMet buses, and on the web. Start: Spring 2010.

Events

The Intertwine Alliance will continue to use the annual "Park(ing) Day" event in September as a means to highlight and celebrate The Intertwine. Intertwine partners construct temporary parks in parking spaces throughout the region as a way to help people understand The Intertwine. This is a great opportunity to engage Intertwine partners at all levels. It is easy, inclusive and fun. Future years may include a "State of The Intertwine" report. Start: September 2009.

The Alliance will co-brand and partner with existing events that embody the spirit of The Intertwine. For example, we will work with the Portland Bureau of Transportation to integrate The Intertwine into Sunday Parkways. Start: Spring 2010. For 2011, include a "passport" game.

Intertwine Alliance Website

We will continually refresh the Intertwine website with new "Intertwine adventures" and information. We will update the site with success stories and establish a blog and presence on Facebook and Twitter. The website will support The Intertwine's public awareness campaign. Start: Spring 2010.

Intertwine partners have an increasing need to collaborate with each other. For efficiency, we need opportunities for online collaboration. We must establish and maintain a work group collaboration website that includes discussions, file sharing, calendars, updates and group email. Start: Spring 2010.

We will significantly upgrade the power and functionality of The Intertwine website. The new site will integrate multi-modal route finding that will allow people to explore The Intertwine by any mode of travel they choose. The website will include a search function that draws together information on parks and trails and identifies the locations where users can see different species of birds and wildlife and the best places in the region to do just

Request for Proposals 11-1722

about any activity in the outdoors. These data layers will be “open source” so developers can create Intertwine apps. Start: Fall 2010.

Printed Maps and Guides

We will develop maps and printed materials from the data compiled for The Intertwine website. Some of these will focus on smaller geographical sections of The Intertwine. In these cases, The Intertwine Alliance will create standard templates and local groups will have the opportunity to add images and text about local trails and features. As more and more local groups participate, we will eventually have a family of Intertwine branded pieces that encompass the entire region. Start: Spring 2011.

Co-op Program

We will provide matching funds to partners who offer joint ventures with The Intertwine that are congruent with The Intertwine Alliance’s central objectives. Such ventures will promote Intertwine adventures or integrate and synthesize information from multiple sources and partners. Start: Summer 2010.

In future years, we will expand the co-op program to include point-of-purchase displays at Intertwine partner locations. Start: Spring 2012.

Signing

We are now developing a plan that integrates The Intertwine into parks and trails signing region-wide. The plan will be creative in finding ways to add Intertwine logos and branding to the existing signing system. Start: Winter 2009.

We will implement priority elements of the sign plan. Funding will be available as matching dollars and be targeted to high-visibility locations. Start: Winter 2010.



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 INSURED. 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.



Personal Services Agreement

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.
- 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.



Personal Services Agreement

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.

METRO

By _____

By _____

Title _____

Title _____

Date _____

Date _____