



Metro Lone Fir Pioneer Cemetery: Fundraising and Community Development Services

RFP 12-1918

Metro Parks and Environmental Services

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

Project Manager

Rachel Fox, Cemetery Program Manager
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Procurement Analyst

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Notice is hereby given that proposals for RFP 12-1918 for Metro Lone Fir Pioneer Cemetery: Fundraising and Community Development Services shall be received by Metro, Attn: Rachel Fox, 600 N.E. Grand Avenue, Portland OR 97232, until close of business, October 12, 2011. 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.

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I. INTRODUCTION

Parks and Environmental Services of 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, is requesting proposals for Metro Pioneer Cemeteries fundraising and community partnership development services for Lone Fir Pioneer Cemetery. Proposals will be due as indicated on the RFP cover page.

Details concerning the project and proposal are contained in this document.

A. Metro's Project Goals

Since 2005 Metro has worked with community leaders from the Oregon Chinese Consolidated Benevolent Association, Friends of Lone Fir Cemetery, Portland Fire & Rescue, Lango Hansen Landscape Architecture, Dr. Hawthorne's family and various other community leaders. This group is committed to initiating a community led capital campaign to raise funds for the Heritage Garden and Memorial at Lone Fir Cemetery that will honor the contributions that the early Chinese workers and the work of Dr. James Hawthorne provided Oregon in the late 19th century.

The goal of this project is to assist this group who has established themselves as a 501c3, and are known as the Lone Fir Cemetery Foundation. Metro has provided ongoing support for them to develop an autonomous foundation board that will launch a capital campaign to implement the Block 14 Initiative's strategic fundraising and communications plan for their community-led fundraising initiative at Lone Fir Cemetery. The consultant shall work with current founding board members (Friends of Lone Fir Cemetery, Oregon Chinese Consolidated Benevolent Association, and various community leaders) and identify additional foundation support, board membership and board of advisors. The consultant will provide counseling in the continuation of establishing the Lone Fir Cemetery Foundation Board of Directors, sub-committees, Board of Advisors and provide project management services for a capital campaign. This project will work to identify and secure funds from public and private sources that will implement the master plan and enhance the quality of the cemetery.

II. BACKGROUND/HISTORY OF PROJECT

Metro, the regional government that serves 1.5 million people who live in the 25 cities and three counties of the Portland metropolitan area, provides planning and other services that protect the nature and livability of our region. For more information, visit (www.oregonmetro.gov). Metro's Pioneer Cemeteries offer the region 64 acres of quiet reflection rich in art, architecture and poetry, and sustain the memory of a diverse population of Oregon residents. What were once simple unplanned burial grounds have evolved into park-like spaces reflecting the character of the region today.

One of Metro's pioneer cemeteries is Lone Fir Cemetery which is located at SE 26th and SE Stark Street in Portland. Lone Fir Cemetery was established in 1855 and is listed on the National Register of Historic Places. Situated in the southwest corner of Lone Fir's 30 acres, there is an area simply known as Block 14. Block 14 feels removed from the cemetery. Unlike the rest of Lone Fir, there are no trees, plant life or headstones. Instead, visitors find a gravel lot where a maintenance building and a parking lot once existed. This section of the cemetery was once used for burial of those who helped build our region's infrastructure of rail ways and seawalls. They were separated from the rest of the cemetery as they were of Chinese descent and were segregated in society. In 1948, at the request of Multnomah County, the Chinese Consolidated Benevolent Association disinterred the remains of these early Chinese workers and sent the bones from Block 14 back to China so the County could construct a maintenance building on the site. Once it was discovered in 2005 that

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remains still existed in Block 14, the community was motivated to tell the story of early Chinese workers and honor those who did not make it home. Thus, The Block 14 Initiative at Lone Fir was established.

Dr. James Hawthorne was known for benevolence and humanity toward his patients. He established the Oregon Hospital for the Insane in East Portland where he cared for more than 500 people. Some of his practices were unprecedented at the time. By giving his patients a sense of purpose, through making a living and tending to gardens, he fostered confidence and independence in a safe environment. Dr. Hawthorne's work at his statewide hospital received national recognition as being one of the best institutions in the United States.

One of Dr. Hawthorne's greatest examples of kindness was making arrangements to bury his patients when family members were absent. It is believed more than 250 of his patients laid to rest in various areas of Lone Fir Cemetery – including the east side of Block 14.

Like the Chinese workers, their grave markers are long gone, but The Block 14 Initiative aims to honor these patients and the man who cared for them until his own death, when he too was buried at Lone Fir Cemetery.

Metro Regional Government retained Lango Hansen Landscape Architects and partnered with Friends of Lone Fir Cemetery, the Oregon Chinese Consolidated Benevolent Association, the Buckman Community Association, Belmont Business Association and prominent mental health advocates to seek input on the aesthetics, cultural appropriateness and potential uses for Block 14. Metro and Lango Hansen produced the Lone Fir Block 14 Memorial Park Master Plan in 2008 with guidance from the State of Oregon Historic Preservation Office as required by the National Register.

In July 2011, community stakeholders created a 501c3, The Lone Fir Cemetery Foundation. The purpose of this foundation is to provide funding for a heritage garden and memorial at the site of Block 14 and to also provide on-going maintenance and improvements to the entire cemetery. The first fundraising effort will be the signature project for the cemetery. Unearthing Oregon's Past: The Block 14 Initiative at Lone Fir aims to support the momentum from the community and to bring more people to this treasured cemetery and preserve it for future generations.

The Block 14 Initiative at Lone Fir will aesthetically reunite the area with the rest of the cemetery and serve as a beautiful entrance rich with storytelling, honor and gratitude.

Metro is seeking a consultant to assist partnership development in order to build upon existing community support and develop greater partnerships that will lead to the implementation of the Lone Fir Cemetery Master Plan, including the development of a new heritage garden and memorial. The successful Proposer will have extensive knowledge of fundraising strategies, and the related partnership and relationship building and communications strategies that will be needed to support a successful fundraising campaign.

To implement the master plan, there is a need to build a broader base of community support and to raise funds for the design, engineering, construction and maintenance. Implementing the master plan for the Block 14 Heritage Garden and Memorial has been estimated at approximately \$2 million. Both public and private funding will be needed to complete the project.

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The proposed duration for this contract is October 2011 through November 2012. Necessary skills include strategic planning, fundraising, grant writing, facilitation skills, project management, excellent written and verbal communication with individuals and groups, and the ability to organize meetings and events.

III. PROPOSED SCOPE OF WORK/SCHEDULE

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

Technical Proposal – Tasks:

- 1.) Establish leadership and support teams
- 2.) Campaign infrastructure
- 3.) Early fundraising efforts
- 4.) Finalize campaign fundraising goal
- 5.) Status reporting

The consultant will assist the board implementing a readiness phase for the campaign. This phase will generate operating funds for the life of the campaign as well as matching funds for final Design and Engineering services for the Heritage Garden and Memorial at Lone Fir Cemetery. The board understands that this is the “quiet phase” in which overall structure for the campaign is created by making key strategic choices related to governance, staffing, structure, systems and goals. During this phase, the campaign committee will be established and systems will be put in place to ensure adequate support. Funds raised for Block 14 will be transferred to the new account and early “low- hanging” funding opportunities may be pursued with the hope of closing at least one anchor gift to launch the official campaign.

Readiness Phase benchmarks:

- Fundraising goal: \$250,000.00.
- Timing: Present until formal launch of the campaign, approximately 1 year.
- Infrastructure is established.

Task 1: Recruit, establish and activate leadership, solicitation and support teams

Activities:

- a. Form a campaign steering committee responsible for the overall success of the campaign, campaign governance and policy, administration, direct fundraising, advocacy and recruitment of additional leaders, champions and ambassadors for the campaign. Metro will determine its responsibilities with regard to decision-making authority of the campaign committee through a Memorandum of Understanding.
- b. The committee will consist of between 10 and 15 members, recruited over time, and will include business leaders and individual and family philanthropists with a track record of capital campaign involvement as well as Metro representation. The committee will meet on a monthly basis for a campaign strategy to establish momentum and drive accountability. Members should include regional private sector and philanthropic leaders, ideally with particular personal or business emphasis on related topics such as history, Asian American business and trade, mental health, Southeast Portland economic growth, long-standing “heritage” area businesses, or environment and green space. The

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committee also should include trusted and recognized public sector officials and community leaders who lend strong credibility and authority to the campaign.

Tools:

- MOU between Metro and the campaign steering committee
- Campaign Steering Committee Roles and Responsibilities fact sheet and recruiting materials

Task 2: Build the campaign infrastructure

Activities:

- a. Finalize the case for support. This document will serve to provide base language stating why the project is important and making the argument for investment. This will be used as the basis for other campaign tools, including talking points, brochures and outreach letters as well as grant applications. It will be updated as information changes and progress is made.
- b. Establish a database to track prospects and manage contacts and activities.
- c. Screen the database to identify prospects with the greatest giving potential.
- d. Determine a system for gift processing. Identify, cultivate and secure a trusted, like-minded 501(c)(3) community foundation or service organization to serve as the project's fiscal sponsor. The campaign committee should identify potential organizations that can serve in this role and vet them to ensure they can provide appropriate services at an agreeable cost or as an in-kind donation. The fiscal services that the campaign will require include accounting for all elements of the project, including transferring funds back to Metro and the committee as needed to support hard and soft costs associated with the project; tracking expenses, and providing receipts, tax records and donor administrative services for contributors.
- e. Determine a mechanism for accepting gifts made in memory or honor of a prospect's designee. Create a gift acceptance process and policy that sets the framework for acceptable contributions to the project (unrestricted gifts) and triggers the attention of the steering committee or sub-committee for gifts outside of the accepted framework. Contributions outside of the accepted framework may include restricted gifts, real estate, stock, gifts that are not cash equivalency or those that require additional due diligence.
- f. Create recognition opportunities and protocols commensurate with gift levels. Base this list on the visibility and meaning of various elements of the project design, and provide opportunities at a range of giving levels. The protocols shall fall in line with Metro Code Chapter 2.16 (<http://library.oregonmetro.gov/files/chap216.pdf>)
- g. Continue to build the prospect list. Metro will provide an initial list to serve as a starting point for priority outreach; however, this list should be perpetually refreshed as committee members are added and bring new relationships and pathways into the mix. When the database is set up, this list should be transferred and be updated and managed electronically.
- h. Identify the top campaign affinity groups. These are groups who share a similar interest in the project or who identify with a unique audience. Examples include the Chinese community, mental health advocates, history organizations and educational institutions. Affinity groups may be interested in pooling their contributions toward specific elements of the project or for specific recognition opportunities.
- i. A prospect and donor communication process must be established.

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- j. Create reporting tools to capture information and next steps related to meetings, reports and the like. These tools include a contact form for meetings and a time sheet to track volunteer hours.
- k. Create additional cultivation and solicitation materials to support outreach. Use the case for support as a starting point and develop a one-page overview, an elevator pitch, talking points, website updates, a budget and planned income, site diagrams and other tools as needed.
- l. Provide campaign solicitor coaching to campaign committee members and other high-level volunteers to boost and refresh skills on the fundamentals of fundraising cultivation and closing asks, provide practice overcoming objections, and offer tips and guidance on proper responses (i.e., what you shouldn't say).

Tools:

- Case for support
- Database and wealth screening
- Gift acceptance policy
- Recognition opportunities fact sheet
- Prospect list
- Affinity group list and proposed goals and recognition opportunities
- Reporting tools, including contact report and time sheet
- Cultivation materials, including fact sheet and website updates

Task 3: Conduct early public, private and grant writing activities to raise funds for the remainder of the campaign phasing, and for design and engineering services of the Heritage Garden and Memorial at Lone Fir Cemetery.

- a. Prioritize five to ten hot prospects with the capacity to make a gift of \$30,000 or more. These prospects will have a strong interest in the success of the Heritage Garden and Memorial and have some connection to campaign committee members or other leadership volunteers. Make explicit cultivation and solicitation assignments, work together to develop a custom ask strategy for each prospect and commit to a timeline and work plan for closing "the ask."

Task 4: Work with Metro and the committee to finalize the total funds needed for the campaign.

The Lone Fir Cemetery Foundation anticipates launching its official campaign once final design and engineering is completed in order to create construction ready plans of the current conceptual design for the Heritage Garden and Memorial. This is necessary to do so that the Foundation has the total construction cost estimate established. It is understood that prospective contributors to the Block 14 Initiative must have a clear sense of the total costs involved with the project, including all construction hard costs and associated soft costs, such as planning and campaign expenses as well as a maintenance plan to assure long-term care.

The consultant will work with Metro to develop an integrated budget that clarifies the overall campaign goal to include short-term maintenance costs as well as a strategy and timeline for moving toward long-term self-sustaining operations. Once these costs are determined, the campaign can conduct financial modeling that will further inform timing and donor strategy.

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Task 5: Prepare bi-monthly status reports to Metro and the committee.

The success of this campaign will be based on the concept that this is an autonomous community led endeavor. The consultant shall provide status reporting and feedback on the organization and structure of the capital campaign with the goal for the committee and the campaign staff to be able to “stand alone” without further outside assistance.

DELIVERABLES OF PROJECT:

- Review background material and have a kick-off meeting with the Foundation.
- Establish project plan and timeline.
- Facilitate a series of Foundation meetings, at least one meeting every two weeks.
- Recruit and continue to develop the remaining of the foundation board, board of advisors and sub-committees.
- Establish campaign infrastructure.
- Conduct up to six meetings with Metro staff throughout course of project to discuss/refine draft plan, cost estimates, assumptions and performance of the work.

Tasks for the contract to be performed by Metro:

- Provide background reference materials and mapping materials.
- Coordinate with all consultants and Metro teams.
- Coordinate access to other consultant work products and deliverables as needed.
- Provide timely feedback on all materials to be reviewed.
- Coordinate with the Foundation and community members.
- Work with consultant to handle all media and public relations requests.
- Accompany consultant on site visits.
- Perform other tasks as negotiated with consultant.

SCHEDULE OF PROJECT:

October 12, 2011	RFP deadline
October 13-20, 2011	RFP review period
October 21, 2011	Notice of intent to award
October 21-28, 2011	Contract negotiations
October 31, 2011	Award
November 1- 4, 2011	Review background material
November 4, 2011	Kick off Meeting with stakeholders
November 18, 2011	Establish plan and timeline with stakeholders
December 2011 - April, 2012	Establish final foundation board and board of advisors.
Memorial Day 2012	Announce board and board of advisors via press release etc.
April to June 2012	Establish sub-committees
May to October 2012	Early fundraising and grant opportunities
July to August, 2012	Work with Metro and the Foundation to create infrastructure: MOU, fiduciary, staffing
November 2012	Proposed next steps to Foundation

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VI. PROJECT ADMINISTRATION

The project will be led by Block 14 community stakeholders Mary Faulkner of Friends of Lone Fir, Marcus Lee of CCBA and Stan Clarke a Historian; who will provide overall project oversight and direction with additional guidance from the Metro project team which consists of Rachel Fox, Cemetery Program Manager who is the project team leader and who can provide background information about the cemeteries with regard to history, customer base, past practices, sales and service; Janet Bebb who worked with Lango Hansen Landscape Architects and led the community involvement phase of the Block 14 Heritage Garden and Memorial; and Pam Peck, Metro Communications Manager. Metro's Cemetery Program Manager will manage the resulting contract, have the authority over the contract, approve invoices for payment and provide support and feedback as necessary.

VII. PROPOSAL INSTRUCTIONS

A. Submission of Proposals

Six (6) copies of the proposal shall be mailed or hand-delivered to Metro, addressed to:

Metro Parks and Environmental Services
Attention: Rachel Fox, RFP # 12-1918
600 NE Grand Avenue
Portland, OR 97232-2736

OR

Proposals can also be emailed to the following:

rachel.fox@oregonmetro.gov

B. Deadline

Proposals will not be considered if received after the date and time indicated on the RFP cover page.

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 Rachel Fox, Cemetery Program Manager, Rachel.fox@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 may not respond to questions received after 3:00 p.m. on October 5, 2011.

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.

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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, 503-797-1648.

F. Pre-Proposal Conference

A voluntary pre-proposal conference will be held at The Meadows Group, 1902 SE Morrison Street, Portland, OR 97214 on September 28, 2011 at 10:00am. Interested proposers are encouraged to attend the conference in order to gain information about the RFP requirements. Minutes will be issued to all RFP recipients the following day after the pre-proposal conference.

VIII. PROPOSAL CONTENTS

The proposal should contain no more than 12 pages of written material (excluding biographies and brochures, which may be included in an appendix), describing the ability of the consultant to perform the work requested, as outlined below. The proposal should be submitted on recyclable, double-sided recycled paper (post consumer content). No waxed page dividers or non-recyclable materials should be included in the proposal.

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

B. Technical Proposal: Give a written explanation of your understanding of the intent of this RFP as requested in sections III and IV and the resulting Contract, and why your firm should be selected. Describe your understanding of Metro's cemeteries, community partners and heritage and background of the interred. Metro intends to track the performance of the contract and contractor. Describe your understanding of this as it relates to monthly meetings and reports, adhering to the scope of work and responding to Metro in a timely manner. Describe how the work will be done within the given timeframe and budget. Include a proposed work plan and schedule. Provide a brief statement of the Proposer's plan for working with the Foundation and Metro to ensure maximum implementation of the Metro's goals and objectives.

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

C. Cost Proposal: The estimated budget for this project is \$30,000. Present the proposed cost of the project and the proposed method of compensation. Metro reserves the right to use its own graphic design, copy editing and printing services. The cost proposal shall include proposed costs, and any other rates, amounts or associated cost information. It shall not include any text or narrative that could be construed as a qualification of the cost proposed. If the Proposer fails to provide cost information in the required format, Metro may determine the proposal to be non-responsive and reject it.

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In pricing the services the proposal should include the following items:

- Hourly rates to be charged for personnel.
- Cost of materials and supplies.
- Professional services contracts and special services.
- Travel and other professional expenses.
- Overhead charges or pass-through costs, if applicable.
- Any other miscellaneous costs to be included in the pricing of the proposal.

- D. Qualifications/Experience: The proposer must have a proven background in fundraising for culturally and historically sensitive projects that have multiple interest groups. The successful proposer must have qualifications in community development, managing community projects and building strategies for community participation. Contractor must have cultural sensitivity and knowledge of the local and regional community.

Indicate how your firm meets the experience and qualifications described above. 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. Provide a brief descriptive statement indicating Proposer's credentials as a consultant for communications, development, marketing and fundraising as well as history in working with a diverse community to be delivered under this RFP. Provide the requested information as indicated below:

- A brief description of Proposer's background and organizational history.
- Years in business.
- Location of offices.
- Whether there have been any mergers, acquisitions, or sales of Proposer's company within the past five (5) years, and if so, provide an explanation with relevant details.
- A personnel roster of key staff who shall be assigned by Proposer to perform services under this contract.
- Professional resumes of key staff who shall be assigned by Proposer to perform services under this contract.
- Three (3) customer references for similar projects of like or larger scale that have been completed and one customer reference for similar projects of like or larger scale that are in progress. Each reference must include: a.) company name and address, b.) name, title, email address and phone number of company contact knowledgeable about both the project and the quality of service(s) provided and, c.) a brief description of the project including date services were provided.
- Brief summary of fundraising experience.
- Sample fundraising and/or strategic communication plan relevant to this proposal.

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E. Diversity in Employment and Contracting:

- Work Force Diversity – Describe your work force demographics (number of employees, race and gender) and the measurable steps taken to ensure a diverse work force, including company policies and practices that promote the hiring and retention of women and ethnic minorities.
- Diversity in Contracting – Describe your history of working with diverse firms, including any MWESB-certified firms. Describe a project for which you worked with minorities, women or emerging small businesses. Please provide the project name, method used to achieve participation – for example, joint ventures, subcontracts or purchase of equipment or supplies from a certified firm – and the dollar amount or percentage of the project budget expended on such participation.
- Diversity of Firm – Describe the ownership of your firm and whether or not your firm is certified by the State of Oregon as an MBE, WBE or ESB. Provide certification number, if applicable.

- F. Exceptions to Standard Agreement and RFP: Carefully review the Standard Agreement attached hereto as Exhibit A and incorporated herein. This is the standard agreement that successful respondents to this RFP will be required to execute. RFP respondents wishing to propose any exceptions or alternative clauses to the agreement or to any specified criteria within this RFP must propose those exceptions or alternative clauses in their Proposal; Metro shall not be required to consider contract revisions proposed during contract negotiation and award. Proposed exceptions or alternative clauses should be accompanied by explanatory comments that are succinct, thorough and clear.

X. **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. Payment shall be made by Metro on a Net 30 day basis upon approval of Contractor 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.

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- 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.

XI. 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. Award shall be made to the highest ranked Proposer based on the stated evaluation criteria. In the event negotiations are unsuccessful, Metro reserves the right to negotiate with the next highest ranked firms.
- 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.

C.

	<u>Percentage of Total Score</u>
<u>Technical Proposal</u>	
Described Approach & Methodology:	
Establish Board and Board of Advisors	15
Campaign infrastructure	10
Early fundraising efforts	15
Qualifications/Experience	30
Cost Proposal: Estimated cost of proposed services	20
<u>Diversity in Employment and Contracting</u>	<u>10</u>
	100%

XII. NOTICE TO ALL PROPOSERS -- STANDARD AGREEMENT

The attached agreement included herein reflects preliminary, draft contract language and selected, proposed contract terms for this procurement. Proposers should be aware that such language terms and provisions are for illustrative purposes only and that Metro reserves the right, following submission and ranking of all proposals submitted in response to this procurement, to amend, modify or negotiate over any and all such contract language, terms and provisions regarding the agreement arising from this procurement. By submitting a proposal in response to this procurement, proposers acknowledge that they are aware of and do not object to any later, potential amendment and modification of such preliminary, draft language and terms. In addition, by responding to this procurement, proposers acknowledge that they are aware of their ability to offer alternatives to any of the preliminary, draft contract language and proposed contract terms set forth herein.

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Personal Services Agreement

Metro Contract No. XXXXXX

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 Company Name, referred to herein as "Contractor," located at address, City, State Zip.

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 Month XX, 201X and shall remain in effect until and including Month XX, 201X, unless terminated or extended as provided in this Agreement.
2. **Scope of Work.** Contractor shall provide all services and materials specified in the attached "Attachment 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 XXXXXXXXXXXXXXXX AND XX/100THS DOLLARS (\$XXXXXX.XX). Payment shall be made by Metro on a Net 30 day basis upon approval of Contractor invoice.
4. **Insurance.** Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:
 - (a) The most recently approved ISO (Insurance Services Office) Commercial General Liability policy, or its equivalent, written on an occurrence basis, with limits not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. The policy will include coverage for bodily injury, property damage, personal injury, contractual liability, premises and products/completed operations. Contractor's coverage will be primary as respects Metro;
 - (b) Automobile insurance with coverage for bodily injury and property damage and with limits not less than minimum of \$1,000,000 per occurrence;
 - (c) Workers' Compensation insurance meeting Oregon statutory requirements including Employer's Liability with limits not less than \$500,000 per accident or disease; and
 - (d) If required by the Scope of Work, Professional Liability Insurance, with limits of not less than \$1,000,000 per occurrence, covering personal injury and property damage arising from errors, omissions or malpractice.

Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS on Commercial General Liability and Automobile policies.

Contractor shall provide to Metro 30 days notice of any material change or policy cancellation.

Contractor shall provide Metro with a Certificate of Insurance complying with this article upon return of the Contractor signed agreement to Metro.

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Indemnification. Contractor shall indemnify and hold Metro, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Agreement, or with any patent infringement or copyright claims arising out of the use of Contractor's designs or other materials by Metro and for any claims or disputes involving subcontractors.

6. Maintenance of Records. Contractor shall maintain all of its records relating to the Scope of Work on a generally recognized accounting basis and allow Metro the opportunity to inspect and/or copy such records at a convenient place during normal business hours. All required records shall be maintained by Contractor for six years after Metro makes final payment and all other pending matters are closed.

7. Ownership of Documents. All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by Contractor pursuant to this Agreement are the property of Metro, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such documents.

8. Project Information. Contractor shall share all project information and fully cooperate with Metro, informing Metro of all aspects of the project including actual or potential problems or defects. Contractor shall abstain from releasing any information or project news without the prior and specific written approval of Metro.

9. Independent Contractor Status. Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall Contractor be considered an employee of Metro. Contractor shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work. Contractor is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement. Contractor shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to Metro.

10. Right to Withhold Payments. Metro shall have the right to withhold from payments due to Contractor such sums as necessary, in Metro's sole opinion, to protect Metro against any loss, damage, or claim which may result from Contractor's performance or failure to perform under this Agreement or the failure of Contractor to make proper payment to any suppliers or subcontractors.

11. State and Federal Law Constraints. Both parties shall comply with the public contracting provisions of ORS 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.

12. Situs. The situs of this Agreement is Portland, Oregon. Any litigation over this agreement shall be governed by the laws of the State of Oregon and shall be conducted in the Circuit Court of the state of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.



600 NE Grand Ave.
Portland, OR 97232-2736
503-797-1700

Request for Proposals - Informal (RFP 12-1918)

13. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by either party without Metro’s written consent.

14. Termination. This Agreement may be terminated by mutual consent of the parties. In addition, Metro may terminate this Agreement by giving Contractor seven (7) days prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Termination shall not excuse payment for expenses properly incurred prior to notice of termination, but neither party shall be liable for indirect or consequential damages arising from termination under this section.

15. No Waiver of Claims. The failure to enforce any provision of this Agreement shall not constitute a waiver by Metro of that or any other provision.

16. Modification. Notwithstanding and succeeding any and all prior agreement(s) or practice(s), this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing(s), signed by both parties.

METRO

By _____

By _____

Title _____

Title _____

Date _____

Date _____

Request for Proposals - Informal (RFP 12-1918)

Metro Contract No. XXXXXX

1. Purpose and Goal of Work

2. Description of the Scope of Work

3. Deliverables/Outcomes

4. Payment and Billing

Contractor shall perform the above work for a maximum price not to exceed XXXXXXXX AND XX/100TH DOLLARS (\$XXXXXX.XX).

INCLUDE HOURLY RATES OR TASK BASED PAYMENTS IF APPLICABLE

The maximum price includes all fees, costs and expenses of whatever nature. Each of Metro's payments to Contractor shall equal the percentage of the work Contractor accomplished during the billing period. Contractor's billing invoices will include an itemized statement of work done and expenses incurred during the billing period, will not be submitted more frequently than once a month, and will be sent to Metro, Attention: Accounts Payable, 600 NE Grand Avenue, Portland, OR 97232-2736. Payment shall be made by Metro on a Net 30 day basis upon approval of Contractor invoice.