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# Agent of Record/Special Event Broker

**RFP 12-2018**

**Metro Finance & Regulatory Services Department**

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

**Project Manager**

Bill Jemison  
William.jemison@oregonmetro.gov  
503-797-1622

**Procurement Analyst**

Sharon Stiffler, CPPB  
sharon.stiffler@oregonmetro.gov  
503-797-1613

Notice is hereby given that proposals for RFP 12-2018 for Agent of Record/Special Event Broker shall be received by Metro, 600 NE Grand Avenue, Portland OR 97232 until close of business on January 24, 2012. 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

The Finance and Regulatory Services Department 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 an Insurance Agent of Record and a Special Events Insurance Broker. As set forth in this proposal, Metro will consider proposals for the provision of both services together or for only one of the two required services. Proposals will be due as indicated on the RFP cover page.

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

## II. BACKGROUND/HISTORY OF PROJECT

Metro is the directly elected regional government that serves more than 1.5 million residents in Clackamas, Multnomah and Washington counties, and the 25 cities in the Portland metropolitan area.

Metro is governed by a [council president elected region wide and six councilors elected by district](#). Metro also has an [auditor](#) who is elected region wide. Metro has a variety of local functions and operations, including:

- [Art and business venues](#) including the Oregon Convention Center (OCC), Portland Expo Center (EXPO), Arlene Schnitzer Concert Hall, Keller Auditorium and the Portland Center for the Performing Arts (PCPA).
- Two [waste transfer stations](#) and two household hazardous waste facilities.
- The [Oregon Zoo](#) .
- Regional transportation and urban growth [planning](#).
- [Natural areas, parks and trails](#) to be held for future use as parks, trails, and fish and wildlife habitat.

Additional information about Metro is available at <http://www.metro-region.org>.

Metro currently has two contracts for broker services. One contract is for an Agent of Record handling property and casualty lines (workers' compensation, excess liability, liquor liability and crime/employee dishonesty) The second contract is for Special Events services and primarily handles the Tenant Users Liability Insurance Policy "TULIP".

### Property and Casualty Lines

Metro currently purchases workers compensation insurance on an incurred loss program through SAIF Corporation. Metro purchases property insurance from FM Global. Metro self-insures general liability and auto exposure but purchases \$7,000,000 excess liability insurance with a \$1,000,000 self-insured retention. Metro purchases additional lines of coverage including employee dishonesty, Tenant Users Liability Insurance Policy (TULIP), liquor liability, and a business owners policy to cover homes acquired through a local bond measure.

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## Insurance Summary for Fiscal Year 2011-12:

Line	Insurer	Premium	Limit	Deductible / SIR
Workers Compensation	SAIF	Estimated Standard Premium \$731,944 based on \$51,805,727 payroll	Statutory	Incurred Retro with basic premium factor of .121, max premium factor of 1.8 and a loss conversion factor of 1.2
Property	FM Global	\$471,537	631,623,000	\$500,000
Excess Liability	Starr Indemnity & Liability	\$64,158	\$7,000,000	\$1,000,000
Liquor <sup>1</sup>	Founders Insurance Company	\$8,537	\$1,000,000	\$10,000
Property (Parks dwellings)	American Family Insurance	\$9,500	\$ 12,545,170	\$5,000
Crime & Employee dishonesty	Westchester Fire Insurance Company	\$10,141	\$500,000	\$10,000
DEQ Bonds	Western Surety Company	\$100	\$1,000	

<sup>1</sup> Liquor liability only insures Oregon Zoo sales. Metro is named as an additional insured for liquor sales from the catering contractor at OCC, PCPA and Expo.

### Special Event Coverage

Metro purchases special events coverage through a local special events broker. This commercial general liability policy, issued by Great Divide Insurance Company, names Metro as an insured but allows facility users to obtain CGL coverage on a per day basis premium (TULIP or Tenant Users Liability Policy). The insurer holds \$5,000 in retained premium from Metro. The policy has a \$1,000,000 per occurrence limit and a \$2,000,000 aggregate limit. This coverage is primarily used at the Oregon Convention Center, Expo, the three facilities associated with the Portland Center for the Performing Arts. The policy can be used at any other facility including the Oregon Zoo and Blue Lake Park.

The following table summarizes usage of the TULIP during FY10-11 (July 1, 2010-June 30, 2011):

Facility	Premium	# of events
Expo	\$3,930	11
OCC	\$9,171	49
PCPA	\$7,431	32
Total	\$20,532	92

### Existing Contracts

Metro contracts liability claims adjusting services through Farrell and Associates. This contract expires September 30, 2014 and includes options to renew for two additional years.

Metro contracts for actuarial services through Richard E Sherman and Associates. This contract expires November 1, 2012. Metro will release an RFP for actuarial services at the expiration of this contract.

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Metro's Agent of Record has traditionally received ONLY compensation based on the SAIF workers compensation commissions. Metro's Special Events broker has received 25% commission of the remitted premium.

### Metro Risk Management Staffing

Metro Risk Management is composed of a full-time risk manager and a part time (.7 FTE) workers' compensation specialist and a full time safety specialist.

### III. PROPOSED SCOPE OF WORK

Metro is seeking proposals from qualified firms to perform the following services and to deliver the products described: Metro proposes entering into a 2-year agreement commencing March 1, 2012 and ending February 28, 2014 with an option to extend this contract up to an additional 3 years.

Metro seeks proposals for one broker to provide Agent of Record services for property and casualty insurance and Special Events Broker services. Although Metro desires to award one contract, Metro reserves the right to issue two contracts: one contract for Agent of Record services for property and casualty insurance and one contract for Special Events Broker (TULIP) services.

#### Agent of Record Services

- 1) Serve as Metro's agent of record for all lines of property and casualty insurance (this may also include the TULIP program).
- 2) Conduct an initial review of Metro's insurance program. Evaluate and make recommendations including the types, limits and deductibles appropriate for Metro.
- 3) Develop a written insurance marketing plan by March 15, 2012. The plan should include a list of lines of insurance, a schedule for marketing each line and minimum ratings. If Metro purchases a new line of insurance, update the marketing plan to include the new line[s].
- 4) Annually review Metro's insurance program and make written recommendations to the Risk Manager & the Finance & Regulatory Services Director.
- 5) Assist Metro in analyzing and evaluating loss exposures to Metro's operations including new or proposed projects, contracts, plans and activities.
- 6) Place and service all property and casualty lines of insurance as directed by Metro.
- 7) Annually prepare an insurance summary of all Metro policies which should include name of insurance company, policy number, limits, deductibles, premiums, rates and a brief description of the coverage and exclusions, no later than September 1 of each policy year.
- 8) Disclose all compensation, including commissions, fees, enhanced commissions and contingent commissions, received from all sources, including insurers or intermediaries, arising from the placement or marketing of all Metro property and casualty insurance. Metro prefers this report be included in the annual renewal process but in any event, no later than September 1 of each policy year.
- 9) Review for accuracy all billings from insurers including any interim audits or adjustments. Secure corrections or amendments from insurers.
- 10) Insurance invoices should be provided annually unless directed otherwise by Metro.
- 11) Issue Certificates of Insurance.
- 12) Maintain a schedule of values for all Metro structures. Update this schedule with insurer trending factors and asset valuations provided by Metro.
- 13) Assist in the evaluation of the Risk Fund administration, cost allocation, financing, retention and deductible levels.
- 14) When requested by Metro, provide estimates of future insurance costs during Metro's budgeting process.
- 15) Assist with the placement and tracking of residential property and liability insurance for the bond property acquisition program.

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- 16) Issue binders.
- 17) Provide a hard copy of all policies and searchable .pdf copy of the policy by August 1 of each year (assuming a July 1 renewal date).

### Market Insurance

- 1) Annually survey and market Metro's insurance in accordance with the marketing plan.
- 2) Assist Risk Management in developing underwriting information.
- 3) Provide administrative assistance during renewal process. At a minimum, provide all renewal forms as a .pdf form (capable of being filled out) or a Word document or any other readily available "fillable" format.
- 4) Provide the available insurance markets with Metro's underwriting information.
- 5) Review policy, binders, forms and coverage.
- 6) Evaluate the financial strength of the proposed insurers.

### Claims Administration

- 1) Assist Metro with timely claims submittals to insurers.
- 2) Work with insurers on coverage issues, participate in complex claims and negotiate on behalf of Metro.
- 3) Represent and advocate on behalf of Metro.
- 4) Attend claims review meetings.

### Occupational Safety and Loss Control

- 1) Provide a list of training and loss control services your firm or the insurance company has to offer .
- 2) Provide insurance, risk management and loss prevention consulting.

### Other Services

- 1) If requested, review or provide contract insurance language, recommend insurance requirements and review certificates of insurance.
- 2) Meet with or respond to questions from Metro staff.
- 3) Update Metro on federal or state legislation that may impact Metro's Risk Management program.

### Optional services

In your proposal, address your firm's ability to provide any of the following services:

- 1) Accident or incident investigation services.
- 2) Liability, property or auto claim adjusting services.
- 3) Annual actuarial review services.
- 4) Property appraisal services.
- 5) Risk Management Information Systems (RMIS) access or use.
- 6) Internet or Web based services.
- 7) Compliance with OSHA rules and regulations.
- 8) Onsite loss control inspections.
- 9) Workplace training.
- 10) New construction plan review.
- 11) Sample loss control programs or review of Metro's loss control publications.
- 12) Onsite ergonomic and repetitive stress injury evaluation and training.
- 13) Internal or indoor air quality testing.
- 14) Event or public venue loss control services.
- 15) Environmental, pollution and hazardous waste loss control services.
- 16) Volunteer, youth and young adult program loss control services.
- 17) Fleet automobile safety or driver training.
- 18) Develop maximum probable and foreseeable loss scenarios for Metro's property insurance program.
- 19) Other loss control services or projects.
- 20) Any other services offered.

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### Special Event Broker services:

- 1) Provide Metro a Tenant Users Liability Program (or similar policy) providing commercial general liability, similar to Metro's existing policy, for use at Metro facilities.
  - a. Metro is the first named insured.
  - b. The policy should allow facility users to purchase coverage on per day or per event basis.
  - c. The policy should be available to every Metro facility.
  - d. Preferred policy limits are \$2 million per occurrence and \$4 million aggregate. However, Metro is willing to continue the existing limits of \$1 million per occurrence and \$2 million aggregate. Please include pricing options for both limits in Section VII B.
- 2) Market as necessary or otherwise locate suitable markets and insurers.
- 3) Issue or provide each Metro facility a copy of the rate schedule and certificates of insurance by July 1 of each year.
- 4) Serve as phone or email resource to Metro staff when needed and promptly respond to all questions.
- 5) Provide forms, website or guidance for collection of premium, issuing certificates of insurance and any record keeping requirements.
- 6) Meet and train staff as requested by Metro.
- 7) Advise staff and Risk Management on claim handling procedures.
- 8) Provide a one page annual report listing a breakdown of the number of and premium from events, by facility. Disclose compensation received from all sources, including commissions, fees and contingent commissions, every year no later than September 1 of each policy year.
- 9) Provide a hard copy of the policy and searchable .pdf copy of the policy by August 1 of each year (assuming a July 1 renewal date).
- 10) Provide certificates and pricing by July 1 of each year.
- 11) Immediately notify Metro of any changes to the policy pricing.
- 12) Place other special event coverage when requested by Metro.
- 13) Provide assistance, insurance and risk management advice related to the entertainment, performing arts and convention industries.

### Proposed Schedule:

Proposals Due – January 24, 2012

Tentative date for interviews – Friday, February 10, 2012 from noon to 5:00 pm.

Contract award – Mid February 2012.

## **IV. QUALIFICATIONS/EXPERIENCE**

Proposers shall have the following experience:

- (1) Firms must be licensed "Insurance Agency" by the State of Oregon.
- (2) Primary account representatives must have at least 10 years experience with Oregon public entities, self-insured organizations or similar sized private entities.
- (3) Able to place insurance with Metro's existing insurers or markets acceptable to Metro.
- (4) The Special Events Broker must have at least 5 years experience with a special events, TULIP or similar program.

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### V. PROJECT ADMINISTRATION

Metro's project manager, Bill Jemison, will administer the project and resulting contract. Metro contacts will include the Workers' Compensation Specialist, Chief Financial Officer, Deputy Chief Financial Officer, various administrative staff and facility staff. Proposer shall indicate one point of contact for the resulting contract.

### VI. PROPOSAL INSTRUCTIONS

#### A. Submission of Sealed Proposals

Six (6) copies of the proposal shall be furnished to Metro in a sealed envelope, addressed to:

Metro Procurement Services  
Attn: Sharon Stiffler RFP 12-2018  
600 NE Grand Avenue  
Portland, OR 97232-2736

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 Sharon Stiffler, sharon.stiffler@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 on Wednesday, January 17, 2012.

#### 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, 503-797-1648.

### VII. PROPOSAL CONTENTS

The proposal should contain no more than 20 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 work requested, as outlined below. The proposal should be submitted on recyclable, double-sided recycled paper (post consumer content). No waxed page dividers, folders, binders or non-recyclable materials should be included in the proposal.

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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. Approach/Project Work Plan:

Provide an introduction of the Proposer, and/or an introduction of all members who may be involved in this contract, including regional and national brokerage support. Describe primary business experience of the Proposer, the Proposer's overall mission statement, length of time in business, ownership, the location of office(s), telephone number, e-mail address, web-site address and other information Proposer might deem pertinent and introductory in nature.

Include a draft marketing plan and schedule. Describe tasks associated with transferring the account to the new contractor and preparations needed for the first renewal on July 1, 2012.

Additionally, proposers should include the following information related to the Special Events Broker services:

1. A written description of the program including:
  - a. How events are priced
  - b. A list of any events excluded by the program or requiring insurer approval.
  - c. Actions required by facility staff to price event, approve coverage, issue certificate, record premium, and reporting (including periodicity).
  - d. Your firms experience with special events.
2. Copy or a sample of the policy used in the TULIP.
3. A schedule or price list showing TULIP pricing.
4. A copy of the certificate used in the program.
5. Any forms or reports required by the facility staff to submit premium or event coverage.

C. Staffing/Project Manager Designation:

Metro intends to award this contract to a single firm to provide the services required. Metro reserves the right to issue two contracts: one contract for Agent of Record services for property and casualty insurance and one contract for Special Events Broker (TULIP) services. Proposals must identify a single person as project manager to work with Metro. The contact must assure responsibility for any sub-consultant work and shall be responsible for the day-to-day direction and internal management of the firm.

Provide an organizational chart including the names of your proposed Metro account service team by role and lines of authority for the key personnel to be used on this account. Explain the role of each team member as related to the services required in the Scope of Work.

Attach a resume for each team member including qualifications, experience and technical and industry specific expertise.

Describe your firm's experience in the insurance markets currently served by Metro.

D. Experience: Indicate how your firm meets the experience requirements listed in section IV of this RFP.

Proposer shall provide its history, experience and past performance relevant to Metro's needs, including but not limited to, a description of the Proposer's direct experience which is similar in nature, scope and

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complexity to that required by this contract. Specifically describe your firm's expertise regarding public entities, Oregon public entities, zoos, performing art centers, convention centers, or waste transfer stations.

List any public entity clients that your firm currently services or have serviced within the past five years. Describe the service you provide for them and name and contact telephone number for reference.

How will your firm ensure continuity in the required level of experience and expertise in the event of the departure of one of the proposed account team members?

### E. Cost/Proposed Compensation Structure:

If you propose a fee compensation arrangement, Metro expects that all lines of insurance (except SAIF and potentially the TULIP) will not include commissions. Additionally, Metro expects the fee paid by Metro to be reduced by any commissions received from SAIF and the TULIP. In your fee proposal include the:

1. Annual fee for each year of this contract (5 years total).
2. Handling of all current and future commissions on all lines of insurance including SAIF and the TULIP (or arising from the Special Events Broker services),
3. Handling of contingency commissions and any other remuneration arising from Metro's current or future insurers.

Metro's expectation is that the current policy year (July 1, 2011 to June 30, 2012) commissions from SAIF will be paid to the current contractor. SAIF commission for the year July 1, 2012-June 30, 2013 will be paid to the new contractor. Please propose an annual payment plan that will allow you to receive commissions for the policy year prior to billing Metro under your fee proposal. Metro prefers a single annual payment.

Proposers should provide a proposed compensation structure for the provision of the agent of record services and the Special Events Brokers services sought in this procurement. Proposers should state whether they are proposing to provide both services or, if they are proposing the provision of only one service package, which service they are proposing to provide, and should structure their proposals accordingly. While Metro favors compensating the agent of record by means of a structure based only on commissions for SAIF insurance coverage, or that provide for a single annual payment, Metro will accept proposals based on any fee-based or any other compensation structure, provided that Proposers detail the precise basis of their proposed structure and also provide how the structure can be audited or monitored to provide the best available market economies to Metro.

Metro anticipates that proposed fee-based compensation structures will set forth lines of insurance that do not include commission payments, unless the inclusion of commission payments does not reduce the cost of the insurance line, as is commonly true with SAIF insurance, as is sometimes true with TULIP insurance lines. In such cases, Metro strongly prefers compensation structures in which the fee paid by Metro would be reduced by any commissions, contingency commissions and any other remuneration arising from Metro's current or future insurers.

The compensation structure proposed must include the annual fee that would be paid for each year of the contract; a description of how commissions on current and future lines of insurance, including TULIP insurance or insurance provided through SAIF will be managed; a description of how commissions on current and future lines of insurance arising from the Special Events Broker services will be managed; and a description of how any contingency commissions and any other remuneration arising from Metro's current or future insurers will be established, including detailed information and disclosures concerning any contingency commissions or similar payments.

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Finally, proposed compensations structure should detail how the proposers accounts for the fact that commission for insurance provided by SAIF through June 30, 2012 must be paid to Metro's current contractor, with SAIF commissions for the year commencing July 1, 2012 being paid to the successful proposer. Metro prefers an annual payment plan that will allow you to receive commissions for the policy year prior to billing Metro under your fee proposal. Metro prefers a single annual payment but you may propose alternate payment.

Preferred policy limits are \$2 million per occurrence and \$4 million aggregate. However, Metro is willing to continue the existing limits of \$1 million per occurrence and \$2 million aggregate. Please include pricing options for both limits in Section VII B.

Include a list of fees for any "Optional Services" available under Section III, Proposed Scope of Work.

F. 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.

G. Sustainable Business Practices

- Environment: Describe your business practices to reduce environmental impacts of your operations. This may include energy efficiency, use of non-toxic products, alternative fuel vehicles, waste prevention and recycling, water conservation, green building practices, etc.
- Economy: Describe your support of local businesses and markets within the Portland Metro region. Include what steps your company has taken in the past to support local businesses, and what steps would be taken if selected for this project.
- Community: Describe the employee compensation structure of your organization. Include wage scales for employees, including trainee, probationary, entry level, journey level, and supervisory. Also include policies regarding annual cost of living adjustments (COLA) to employee wages. Details of the healthcare program (including, medical, dental, prescriptions, preventive care, etc.) as well as out of pocket and deductibles, and employee contributions for themselves and family members. All other employee benefits are to be including, such as vacation, sick leave, pension, disability insurance, profit sharing, childcare, health memberships, company vehicle, public transportation, etc.

H. 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

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during contract negotiation and award. Proposed exceptions or alternative clauses should be accompanied by explanatory comments that are succinct, thorough and clear.

### 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. 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.
- 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](http://www.oregonmetro.gov).

### IX. EVALUATION OF PROPOSALS

- A. Evaluation Procedure: Proposals received that conform to the proposal instructions will be evaluated. The evaluation will take place using the evaluation criteria identified in the following section. Interviews may be requested prior to final selection of firm(s). The highest ranked Proposer according to the evaluation criteria will then be offered an opportunity to enter into negotiations to reach final agreement on a contract before Metro issues its Notice of Intent to Award the contract. If contract negotiations are unsuccessful with the highest ranked Proposer, Metro reserves the right to enter into negotiations with the next highest ranked Proposer.
- 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

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Project Work Plan/Approach	20
Project Staffing Experience	25
Budget/Cost Proposal	35
Diversity	10
1. Work Force Diversity	
2. Diversity in Contracting	
3. Diversity of Firm	
Sustainable Business Practices	10
1. Environmental Impact	
2. Support of local business and markets	
3. Employee compensation structure	
	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 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 before making a final determination regarding the issuance of the Notice of Intent to Award 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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## Exhibit A

For Personal Service Agreements \$50,000 & Up

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. IF CONTRACT IS SUBJECT TO RENEWAL OR EXTENSION, INCLUDE SUCH LANGUAGE i.e. This agreement may be renewed or extended for XX additional one-year periods at Metro's sole discretion.

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 XXXXXXXX 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) Professional Liability Insurance, with limits of not less than \$5,000,000 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 INSURED 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.

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.

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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.



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

# Request for Proposals (RFP 12-2018)

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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 without Metro's written consent.

13. 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.

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.

CONTRACTOR

METRO

By \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_



Metro

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

# Request for Proposals (RFP 12-2018)

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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/100<sup>TH</sup> DOLLARS (\$XXXXXX.XX).

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.