



General Banking Services and Payment Card Processing Services

RFP 12-2081

Metro Finance and Regulatory Services

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

Project Manager

Don Cox
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503-797-1632

Procurement Analyst

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503-797-1613

Notice is hereby given that proposals for RFP 12-2081 for General Banking Services and Payment Card Processing Services shall be received by Metro, 600 NE Grand Avenue, Portland OR 97232 until close of business on April 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.

Request for Proposals (RFP 12-2081)

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 General Banking Services and Payment Card Processing 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 1.6 million residents in Clackamas, Multnomah and Washington counties. There are 25 cities in the Metro region that covers approximately 460 square miles. Metro provides transportation planning and land-use planning services and oversees garbage disposal and recycling programs. Metro also manages regional parks, protects open spaces, operates pioneer cemeteries, and runs the Oregon Zoo. The Metropolitan Exposition-Recreation Commission (MERC), an advisory commission of Metro, manages all daily operations of the Oregon Convention Center, the Portland Center for the Performing Arts and the Portland Expo Center. Metro's budget and Comprehensive Annual Financial Report are available at <http://www.oregonmetro.gov/index.cfm/go/by.web/id=24271>.

III. PROPOSED SCOPE OF WORK/SCHEDULE

Metro seeks proposals from banks and/or payment card processing firms who are interested in providing banking and/or payment card processing services. Metro intends to select one or more institutions to provide these services. Firms may propose to provide one or both of the service groups below.

1. **General Banking Services**—depositories, cash management, ACH and wire transfer processing, branch services, lockbox services, and other banking services.
2. **Payment Card Processing Services**—credit, debit and electronic payment processing.

Metro intends to award this contract to one or more firms to provide the services required. Metro intends to establish one or more five (5) year contract(s) with the possibility of additional one-year extensions at Metro's discretion. Total contract term, including extensions, shall not exceed ten (10) years.

Account Description

Metro and MERC currently have separate banks and accounts. The operations of Metro and MERC will be merging in the near future, with the intent that there will be one bank and one main account (with continuation of payroll ZBA). The accounts and volumes described in this RFP are as they exist currently. Attachment B *Transaction Volume and Pricing Proposal* provides the transaction volume for both Metro and MERC.

Banking Activities (Metro):

Metro currently has one cash concentration account and one zero balance account (ZBA). Checks are printed in-house with MICR encoding using a laser printer:

- General Account - accounts payable and cash concentration account; utilizes Positive Pay.
 - The General Account is used for all deposit, investment (purchase and maturity), disbursement and money transfer activities.
 - Metro makes deposits totaling \$30,000,000 to \$40,000,000 per month through this account.
 - An average of 154 accounts payable checks are mailed each Friday totaling in the low seven-figure range.
 - A remote deposit terminal is used to process checks received at Metro Regional Center, 600 NE Grand Avenue.

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- Payroll Account - zero-balance disbursement account funded by General Account; utilizes Positive Pay.
 - Payroll totaling approximately \$1,300,000 to \$1,400,000 is issued twice each month to approximately 1,400 to 1,800 employees.
 - ACH entries for direct deposit of payroll accounts for about 85% of total payroll dollars. The remaining 15% is paid by check to about 350 to 450 employees, depending on the season.

Banking Activities (MERC):

- Checks are printed in-house with MICR encoding using a laser printer. The average weekly check run is approximately \$271,000 with an average of 48 checks per run.
- MERC currently uses a general account and four deposit accounts that roll up to the main account; utilizes Positive Pay.
- MERC deposits between \$4,000,000 and \$6,000,000 per month through these accounts.

Payment Card Activities:

- Both card present and card not present transactions (telephone) are accepted at multiple locations.
- Online payments are accepted.
- Annual gross bankcard sales for Metro are approximately \$14,700,000 with the number of sales transactions at about 474,000 making the average dollar amount per sale \$31.
- Annual card income for MERC is about \$9,000,000 with a monthly range from \$400,000 to \$900,000 and an average ticket of around \$80.
- MERC has an annual gift card volume of approximately \$48,000 with an average gift card of \$117.

IV. QUALIFICATIONS/EXPERIENCE

To be considered for selection for **General Banking Services**, proposing banks must have the following qualifications:

- Must be listed as a qualified depository for public funds as described by the Oregon State Treasury Oregon Revised Statute (ORS) Chapter 295.
- Must agree to notify Metro in writing immediately upon any requirement by the State Treasurer of Oregon to increase the required level of collateral to 110% (ORS 295.018).
- Must be insured by the Federal Deposit Insurance Corporation (FDIC).
- Must be a member of the Oregon Automated Clearing House Association.
- Must be a member of the Federal Reserve System and have access to all of its services.
- Must be able to transfer funds to and from the Local Government Investment Pool managed by the Oregon State Treasurer's Office.
- Must have established offices within the Metro region.
- Must be in compliance and good standing with the Community Reinvestment Act.
- Must be sufficiently capitalized to accommodate Metro's cash/investment management needs.
- Must make available quarterly Reports of Condition and Reports of Income and annual audited financial statements for the bank itself, and annual audited financial statements for a holding company if the bank is part of a holding company.
- Must provide local Portland-based lockbox service and provide electronic image transmission.
- Must have an internet based system for ACH, wire, positive pay and other information/transaction processing capabilities.
- Must have an internet based system for remote deposit services.
- Must have an assigned person or persons with a direct line for Customer Service, with minimal automated routing. Assigned customer service should be available at a minimum of Monday-Friday, 8 a.m. to 5 p.m. Pacific Time.
- Must have an electronic payment solution for customer payments.
- Must report deposits as a single amount with no splitting of cash and checks as separate deposits.

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To be considered for selection for **Payment Card Services**, proposing firms must have the following qualifications:

- Funds must always be on deposit with a financial institution that is a qualified depository for public funds as defined in ORS 295. The qualified depository must be able to provide collateralization of public funds as required in ORS 295.
- Must be in compliance with all relevant PCI security standards, and must be able to show proof of such certification.
- Must have at least five (5) years experience processing payment records and credit records.
- Must have all required licenses, bonding, facilities, equipment and trained personnel necessary to perform the services as required.
- Must have a web-based product for account statements and chargeback processing.

V. PROJECT ADMINISTRATION

Metro's project manager, Don Cox, will administer the project. Proposer shall indicate one point of contact for the resulting contract.

VI. PROPOSAL INSTRUCTIONS

A. Submission of Sealed Proposals

Nine (9) paper copies and one (1) electronic version of the proposal shall be furnished to Metro in a sealed envelope, addressed to:

Metro Procurement Services
Attn: Sharon Stiffler RFP 12-2081
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 April 10, 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.

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VII. PROPOSAL CONTENTS

The proposal should contain no more than forty-eight (48) pages of written material (excluding biographies, resumes, brochures, and requested exhibits, which may be included in an appendix), describing the ability of the firm 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.

A. Transmittal Letter (One page): The letter should be addressed to Don Cox, Accounting Compliance Officer, and be signed by the Relationship Manager assigned to Metro's accounts. The letter should explain why the firm believes it can offer the best services and why it should be selected, should indicate that the proposal is valid for ninety (90) days and include the following:

- Name and address of Respondent.
- Name, title and telephone number of the contact person for the proposing Contractor.
- A statement that the proposal is to cover:
 - General Banking Services only,
 - Payment Card Processing Services only, or
 - Both Services
- A statement regarding participation in the Intergovernmental Cooperative Agreement Purchasing Program as described in VIII-F of this RFP.

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. Respond to the following sections as appropriate

- For Banking Services only, all sections except X;
- for Card Processing Services only, sections I, X and XI;
- for both services, all sections:

Section I - Firm and Staff Profile (Four pages):

a) *Overview:*

1. When was your firm established, and what is the size of its staff?
2. Are your computer systems of an in house proprietary nature or do you use a third party platform that has been modified for your own use?
3. Provide a corporate overview of your organization, including parent and/or subsidiary companies. If you are using a third-party processor, provide overview and responses for both your organization and the processor.
4. Present the bank's Community Reinvestment Act programs.
5. How many branches are within Metro's boundary?
6. What are the nearest full service branches to Metro Regional Center and the Blue Lake Regional Park (20500 NE Marine Drive) facilities?

b) *Experience:*

1. What is your firm's experience in providing services to the public sector? Describe the years providing the services and the number of customers you serve.
2. What other public entities may we contact as references? Please provide three references, including contact names and phone numbers.

c) *Relationship Management:*

1. Describe the relationship team that will be assigned to service Metro. Describe individual roles, their responsibilities and briefly detail credentials and related experience, with emphasis on their experience servicing public sector accounts

d) *Compliance and Exceptions:*

1. Is your firm able to comply with Metro required qualifications?
2. Are there any exceptions to being able to provide the services Metro requires?
3. What existing customers are of the same size and scope as the Metro/MERC organization?

e) *Insurance Coverage:*

1. Can the firm provide the insurance coverage as required by the personal services agreement attached?

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f) *Business Continuity Plan:*

1. What are the firm's procedures to provide uninterrupted essential services?
2. How many system outages or down days has your system experienced in the past year? How quickly were services restored? Which customers may we contact to verify their experience?

Section II - Deposit Processing (Four pages): Deposit slips utilize a field of 4 digits on the MICR line that identifies locations/departments. We may ask that deposit slips for some locations be sequentially numbered for department control purposes. Deposit bags are picked up by armored car from a variety of locations on schedules established by the department creating the deposit. Deposits may include checks, currency and coin. Change orders are delivered to sites by armored car. Describe how the bank would accommodate Metro's account:

- a) Indicate deposit options, including lock box services.
- b) Describe the bank's procedures for processing change/currency orders and how your centralized cash vault operation can accommodate the security, deposit volume and change order demands associated with Metro's accounts.
- c) Indicate branch locations with proximity to Metro Regional Center for periodic cash deposits made from this facility. Identify night drop facilities, branch facilities and related operational procedures with proximity to Gresham for accepting deposits from Blue Lake and Oxbow Parks.
- d) Describe the armored carrier service available.
- e) Provide information on the bank's processing of returned items, including automatic representation options.
- f) Describe the process, notification procedures and timing for deposit corrections or other credits or charges to Metro account.
- g) Describe the procedure for ordering supplies, e.g. deposit slips, coin rolls, currency straps, deposit bags, etc. Indicate the turnaround time between ordering and receiving these supplies.

Section III - Account Reconciliation/Internet Banking /Customer Service (Three pages):

The bank must provide account reconciliation reports, bank statements, account analysis statements, confirmations, stop payments and other related reports. The bank must have an internet banking interface.

- a) Describe your internet banking interface, including what services can be conducted online.
- b) How quickly does daily activity become accessible to Metro online?
- c) How long is activity accessible online?
- d) Describe your ability to provide monthly statements through online access in Excel compatible format.
- e) Describe your ability to provide daily activity downloads in BAI2 Excel compatible format and indicate the time it would be available each morning.
- f) Describe stop payment and foreign draft procedures.
- g) Do you provide CD-ROM capture service for paid checks?
- h) Describe your customer service operations, including available hours, types of contact, response times and any other pertinent information that demonstrates your commitment to quality customer service.

Section IV - Electronic Funds Transfers (Two pages):

- a) Describe the bank's incoming and outgoing electronic funds transfer services. Indicate whether the bank utilizes early day or memo posting.
- b) Describe the process and any software used for initiating repetitive and non-repetitive wire transfers. Describe initiation and confirmation, security measures, and notification options. For verbally initiated wires, describe your procedure to prevent unauthorized transfers.
- c) Describe the process and software for processing ACH transactions with other institutions. Please include pre-noting details, transmission format requirements, block and filter capability and other details you consider relevant. Provide the timing requirements of the data exchange such as the number of business days prior to pay date and the time requirements for corrections. Describe the procedures, the timing requirements and the deadlines for correcting errors, and indicate whether the resolution is handled by phone, fax, or Internet.

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Section V - Balance Reporting (Two pages): Describe the balance reporting system offered by the bank and its features, including the ability to provide, by internet access, a daily file(s) in BAI2 format by 7:00 AM Pacific Standard Time, which contains:

- the prior day's ending ledger balance
- the prior day's ending collected balance
- one, two, and two plus day float
- total debits and a detailed listing of debits
- total credits and a detailed listing of credits
- ZBA balance account amounts and detail

Section VI - Direct Deposit (Two pages): Metro uses direct deposit services for the semi-monthly payroll with approximately 1,100 employees participating. Describe the bank's direct deposit services, including transmission options, problem-resolution procedures, pre-noting requirements, timing details, and any employee benefit program for Metro's employees.

Section VII - Positive Pay (Two pages): Metro transmits positive pay files separately for each of the Metro Accounts Payable and Payroll accounts and for the MERC account. Describe your Positive Pay procedures including file formats and timing.

Section VIII - Collected Balances, Earnings Allowance, and Daylight Overdraft Protection (Three pages):

- a) How are earnings on collected funds calculated?
- b) Does the bank carry-forward earnings credits into future periods?
- c) What has been the earnings credit rate for collected funds for each of the most recent 12 months?
- d) Indicate the cut-off time for deposits to be credited as ledger balance funds for the same day.
- e) What is the calculation to assess the charge for uncollected funds?
- f) How does a daylight overdraft affect the posting of other items such as ACH credits and Local Government Investment Pool transfers?
- g) Is there a charge for a daylight overdraft, and if so, how is it calculated?

Section IX - Investment Services (One page): Discuss money market and other investment options. Describe the method the bank utilizes for transfers to/from the Local Government Investment Pool (LGIP).

Section X - Payment Card and Gift Card Processing (Five pages): The assigned bankcard merchant manager and support staff will be expected to become knowledgeable about Metro's bankcard needs in order to expedite service requests. Metro currently has 10 merchant ID's for payment card processing; MERC has 13. A location may have up to 9 terminals, depending on seasonal needs. MERC also issues and manages gift cards. Please address the following items:

- a) Customer Service: The respondent will establish and maintain all merchant IDs for requested Metro programs. Describe the process for adding new locations and closing existing locations, including turn-around time.
 1. Is 24 hour seven day a week customer service available to Metro? If not, what hours are available?
 2. Is your customer service function performed in house, or is it outsourced?
 3. Will a specific customer service representative be assigned to handle Metro's account?
- b) Authorization: Describe the authorization method you recommend for Metro. What are the procedures to reverse an incorrect authorization?
- c) General:
 1. Does your processing system identify and eliminate duplicate transactions? What are the procedures to correct duplicate transactions?
 2. Do you provide Address Verification Service?
 3. Do you support CVV2 (Card Verification Value 2)?
 4. Describe your fraud-management and/or PCI compliance training available to the Metro.
 5. Please describe your gift card service such as, but not limited to, providing stock, activation, redemption, voiding, and on-line reporting of transactions.

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- d) System Capabilities:
 - 1. Describe the processing platforms pertinent to your recommended solution. Provide system specifications, if appropriate.
 - 2. Can transactions from multiple terminals at the same location be bundled or combined before daily transmission? If so, will the bundled transactions still retain the terminal identity?
 - 3. What is your process for handling test transactions? Do you provide test cards and if so, what types?
- e) Ticket Retrieval and Charge backs:
 - 1. Describe the ticket retrieval request process and turn-around time.
 - 2. Describe the dispute process and procedures for cardholders.
 - 3. Are card charge backs and other debit adjustment netted from daily proceeds, or separately stated?
 - 4. Describe your online system to process charge backs.
- f) Information Reporting:
 - 1. Describe how multiple merchant numbers are reported and the flexibility afforded Metro for customizing reports?
 - 2. Are settlement amounts listed separately on the bank statement?
- g) Security:
 - 1. Outline the security measures in place for the protection of data transmitted for processing.
 - 2. Describe the security measures used to prevent unauthorized user access to either the system or the data.
 - 3. Describe the security measures used to protect Internet transactions.

Section XI- Projected Implementation Timeline and Conversion Plan (Three pages):

- a) Provide a projected implementation timeline with project to begin May 15, 2012 for:
 - 1. Banking Services
 - 2. Payment Card and Gift Card Services
 - b) Describe how your firm would ensure a smooth transition from the current provider. The firm must provide on-site training to Metro personnel for the operation and use of the firm's services and automated systems for all areas of service. The firm must commit to providing updates of industry-related rules or regulatory changes during the contract period.
- C. Staffing/Project Manager Designation (Two pages): Identify specific personnel assigned to major project tasks, their roles in relation to the work required, percent of their time on the project, and special qualifications they may bring to the project. Include resumes of individuals proposed for this contract.
- Metro intends to award this contract to one or more firms to provide the services required. Proposals must identify a single person as project manager to work with Metro. The consultant must assure responsibility for any sub-consultant work and shall be responsible for the day-to-day direction and internal management of the consultant effort.
- D. Experience (Three pages): Indicate how your firm meets the experience requirements listed in item **IV Qualifications/Experience** 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.
- E. Cost/Pricing (Four pages—including Attachment B *Transaction Volume and Pricing Proposal*):
Banking: Provide pricing for services proposed by the bank by completing Attachment B.
 - 1. Provide a complete fee schedule of all other services described in your proposal. Discuss any one-time or set-up charges, research fees, minimum fees and all other fees that will or could be charged that were not identified on Attachment B. Discuss any incentives or price breaks offered based on volume, rebates, etc.
 - 2. Provide a guarantee of the fees proposed for the entire term of the contract (up to five years).

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3. Is there a difference in pricing if the bank provides both Banking and Payment Card Services as opposed to Banking Services only? If so, please provide both pricing schedules.

Payment and Gift Cards:

1. Provide a price schedules for card processing service and gift card services.
2. Describe any one-time or set up charges, research fees and other fees that will or could be charged.
3. Provide a guarantee of the fees proposed for the entire term of the contract (up to five years).
4. Is there a difference in pricing if the bank provides both Banking and Payment Card Services as opposed to Payment Card Services only? If so, please provide both pricing schedules.

F. Diversity in Employment and Contracting (Two pages):

- 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 (Four pages)

- 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 projects that your company has taken in the past three years to support local businesses, and what were the outcomes of those projects.
- Community: Describe the employee compensation structure and policies of your organization. Please describe the details of your employee benefit structure including healthcare, employee leaves.etc.

H. Exceptions to Standard Agreement and RFP (One page): Carefully review the Standard Agreement attached hereto as Attachment 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 or include a sample agreement for services that is specific to the services represented in this RFP. Metro will consider industry standard contracts provided by proposers, with final contract approval being subject to approval by Office of Metro Attorney. 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.

- I. Requested Exhibits: Proposers shall include the following documentation with their proposal:
 - Exhibit A - Financial Statements and Ratings. Provide a call report for the quarter ending December 31, 2011. Provide your most recent audited financial statement, or annual report for the bank or bank holding company. Also include your most current Standard & Poor and Moody's credit ratings.
 - Exhibit B - Sample Statements. Provide a sample of your bank's monthly detailed statement. Provide a sample of the on-line daily balance report showing ledger balance, collected balance, float balance, both summary and in detail. Also provide a sample account analysis statement and a user guide.
 - Exhibit C - Service Enhancements: Based on information presented in this RFP and your firm's knowledge of the public sector, describe any pilot programs or enhancements, technological or otherwise, that Metro should consider to improve operational or cash management efficiencies

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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.
- 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 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 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 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 proposer 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 proposer specifically declines to participate in the program by indicating this in their transmittal letter, the proposer 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 firm(s). Award will be made to the highest ranked Proposer according to the evaluation criteria. If contract negotiations are unsuccessful with the highest ranked firm, Metro reserves the right to enter into negotiations with the next highest ranked Proposer.

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- 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	
1. Demonstration of understanding of the project objectives	15
2. Performance methodology	10
Project Staffing Experience	
1. Project consultant and staff experience	15
2. Similar project experience	15
Cost Proposal	25
1. Projected cost/benefit of proposed work plan/approach	
Diversity	10
1. Work Force Diversity, Diversity in Contracting, Diversity of Firm	
Sustainable Business Practices	10
1. Environment, Economy, Community	
	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 the Metro Procurement Officer, 600 NE Grand Ave., Portland, Oregon 97232 and must state the specific deviation of rule or statute in the contract award. Metro will issue a written response to the appeal in a timely manner.

XI. NOTICE TO ALL PROPOSERS -- STANDARD AGREEMENT

The attached 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 rising 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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Attachment A **Standard Personal Service Agreement**

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. 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) Financial Institutions Bond with a minimum Fidelity limit of \$5,000,000 with an insurance carrier licensed in the state of Oregon and maintaining a minimum AM Best rating of AVII for the length of this contract.

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. Certificate of Insurance shall identify the Metro contract number.

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 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.

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- g. Failure of the Contractor or subcontractor to keep or disclose records as required by this document or any solicitation document may result in debarment as a bidder or proposer for future Metro contracts as provided in ORS 279B.130 and Metro Code Section 2.04.070(c), or may result in a finding that the Contractor or subcontractor is not a responsible bidder or proposer as provided in ORS 279B.110 and Metro Code Section 2.04.052.
7. Project Information. Contractor shall share all project information and fully cooperate with Metro, informing Metro of all aspects of the project including actual or potential problems or defects. Contractor shall abstain from releasing any information or project news without the prior and specific written approval of Metro.
8. Independent Contractor Status. Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall Contractor be considered an employee of Metro. Contractor shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work. Contractor is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement. Contractor shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to Metro.
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. Metro may approve changes and modifications to the original contract, including deletions of work, order of additional materials, and additional services reasonably related to the original work scope. Contractor may propose changes in the work that Contractor believes are necessary, will result in higher quality work, improve safety, decrease the amount of the contract, or otherwise result in a better or more efficient work product. If such changes are approved by



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Metro, they shall be executed by written contract amendment signed by both parties. Such changes shall not relieve Contractor of any obligation or warranty under the contract. No oral statements by either party shall modify or affect the terms of the contract.

16. Intergovernmental Cooperative Agreement: Pursuant to ORS 279A and the Metro 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 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 Contractor 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 Contractor specifically declines to participate in the program by marking the box below, the Contractor agrees to participate in the Intergovernmental Cooperative Purchasing program. **Contractor declines to participate in the Intergovernmental Cooperative Purchasing program as indicated by the following initials _____.**

CONTRACTOR

METRO

By _____

By _____

Print Name _____

Print Name _____

Date _____

Date _____