



Request for Proposals 3885

Federal Affairs Strategic Consultation and Representation

Notice is hereby given that proposals for RFP 3885 for Federal Affairs Consulting shall be received by Metro, 600 NE Grand Avenue, Portland OR 97232 until 2:00 p.m. Pacific Time on December 18, 2020. 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.

oregonmetro.gov

Metro
600 NE Grand Ave.
Portland, OR 97232-2736

RFP 3885 Federal Affairs Strategic Consultation and Representation



I. Introduction

Metro is requesting proposals for Federal Affairs Strategic Consulting and Representation. Proposals will be due as indicated on the RFP cover page.

On line Pre-Proposal Conference

A voluntary pre-proposal conference will be held via Zoom on December 1, 2020 at 8:30 a.m (PST). Interested proposers are encouraged to attend the conference in order to gain information about the RFP requirements.

Zoom link: <https://us02web.zoom.us/j/88983205080?pwd=V3RJMFPHemJ0b2V0RnV5eWJxVTNvUT09>

Meeting ID: 889 8320 5080

Passcode: 083742

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

II. Background/History of Project

Metro has previously employed federal representation in DC to advance the needs and interests of the region, seek additional funding for Metro projects, and advance policies that align with Metro's policy agenda. This proposal builds on that history, seeking a firm that can help Metro pursue legislative and regulatory policy changes as well as possible funding opportunities.

III. Proposed Scope of Work/Schedule

Metro is seeking proposals from qualified firms to perform the following services and to deliver the products described:

Metro seeks support through strategic consulting and lobbying services on federal policy, regulations, programs, and possible funding sources critical Metro initiatives in the following target areas:

1. Land Use/Housing

Pursue opportunities and policies that support smart-growth land use policy at the federal level, regional planning and coordination around transportation, housing, open space, ecosystem protection, and resource management;

Advocate for a continued regional role in major federal housing programs, including CDBG, supportive housing services, and housing planning programs;

Support policies that increase availability of affordable housing, particularly affordable housing for people of color, and that reduce barriers to accessing affordable housing.

2. Transportation

Help advance current high capacity transit projects, including coordinating with Metro regional partners like TriMet;

Pursue non-traditional funding and financing sources for the region, including congestion pricing, VMT, TIFIA

Support policy analysis and engagement on federal transportation policy issues related to active transportation, transit, emerging technologies, passenger rail, and transit-oriented development;

Lobby for transportation policies and investments that reduce air and climate pollution, increase transportation options, and reduce Vehicle Miles Travelled;

Work with Metro on integrated funding strategies at all levels of government;

Provide input to help Metro engage on federal rulemaking processes relevant to Metro's interests

3. **Environment, Parks, Endangered Species**
Monitor and defend critical federal legislation and regulations that support air and water quality, habitat, climate action, and endangered species;
Identify and help Metro pursue funding sources, such as BLM revenue and LWCF funds, to support the Willamette Falls project and Metro's regional parks system;
Coordinate with Oregon Zoo on federal priorities, including its Condor and other wildlife conservation and research efforts;
Monitor developments related to the Portland Harbor and the Water Resource Development Act;
Advise on reauthorization of the Diesel Emission Reduction Act, which was a source of funding for Metro's diesel retrofit program for solid waste vehicles;
Monitor EPA implementation of the Toxic Substances Control Act and advocate any attempts to weaken it h. Support other emerging bills relating to hazardous waste and recycling policies, including e-waste exports and pharmaceutical take-back programs, as well as trade negotiations that might impact Metro's waste and recycling programs.
4. **Venues**
Support policy and regulatory changes that will result in increased attendance at Convention Center and Expo Center events;
Support efforts to seek federal funds to support ongoing challenges the venues and the Oregon Zoo face due to economic recession, the COVID-19 pandemic, and other unforeseen events;
Support federal needs related to Metro's involvement in Levee Ready Columbia and monitor conversations with USACE and FEMA related to levee preparedness policy and levee financing.
5. **General Services**
Monitor large shifts in federal policy that affect Metro operations, such as changes to labor employment laws and the Affordable Care Act;
Support Metro Council and staff during visits to Washington, D.C. and help arrange meetings with our delegation and their staff in the Portland region;
Provide counsel on federal policies that affect Metro's adopted racial equity goals, including funding for engagement practices that focus on and support culturally specific community organizations.
6. **Special Initiatives** Extended lobbying support for a specific policy or funding outcome, over and above the base hours supported in this contract. This would be available as a partnership to Metro departments, as needed C.

Deliverables/Outcomes

Phase 1 • Initial meeting and goal setting meeting in early January 2021. Metro to review federal legislative agenda, programs and projects at Metro where there is a federal interest in the targeted areas. • Based on initial meeting, Contractor shall provide feedback on federal agenda and help prioritize items for immediate action. • Meeting with Metro to review priorities, evaluate options, actions, next steps, assignments and reporting by end of February 2021.

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Phase 2 • Re-evaluate priorities, strategy, and implementation based on staffing of the Administration, early legislative actions, release of the President's budget, and early drafts of Appropriations bills by Congress. • Communicate priorities and requests to Oregon Congressional Delegation, support Metro staff in developing and carrying out strategy to meet identified priorities. • Meet with Oregon Congressional Delegation, other Members of Congress, Committee staff and agency officials as needed January through July 2021. • Track and inform Metro staff of possible grant and funding opportunities for identified projects.

Phase 3 • Advise Metro of key timeframes, deadlines, need for materials, and recommend best timing for meetings with Congressional Delegation and their staff in Oregon and in Washington, D.C. March • Provide timely updates and regular communication throughout the course of this contract. • Monitor issue development, obstacles and challenges, need for amendments or legislation, and engagement with Congress and federal • Continue to advance Metro's policy priorities, identify opportunities, and support Metro staff in engaging the Oregon Congressional delegation and other members of Congress and the Administration • Track and inform Metro staff of possible grant and funding opportunities for identified projects • Meet as requested with Metro officials to provide updates.

Metro intends to award this to a single firm to provide the services required. The term of the contract is anticipated to be January 2021 through December 2024.

IV. Qualifications/Experience

Proposers shall have the following:

- registered federal lobbyists with experience supporting clients in legislative and regulatory work

V. Proposal Instructions

A. Submission of Sealed Proposals

Proposals are to be received no later than the date and time indicated on the RFP cover and submitted electronically **ONLY** to <http://bidlocker.us/a/oregonmetro/BidLocker>

Your submission must be uploaded prior to the Proposal Due Date and Time. We strongly recommend that you give yourself sufficient time and **at least ONE (1) day** before the Due Date and Time to begin the uploading process and to finalize your submission.

Metro accepts no responsibility for non-receipt and/or delays in receipt caused by transmission and reception problems, equipment failure, or any other similar cause.

Important Notes:

Each item of Requested Information is instantly sealed and will only be visible after the Bid Due Date and Time.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

You will receive an email confirmation receipt once you finalize your submission.

Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. JavaScript must be enabled. Browser cookies must be enabled.

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Please contact Equity Hub at help@equityhub.us or (267) 225-1407 for technical questions related to your submission.

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 bidsandproposals@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 2:00 pm on December 11, 2020.

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.

E. Confidential and Proprietary Information:

Proposals and other documentation associated with this solicitation process are subject to Oregon's Public Records Laws (ORS 192.311-431). If you believe that any part of your proposal is exempt from disclosure under Oregon's Public Records Law because the information is confidential or proprietary, you must specify page-by-page the parts of the response that you believe are exempt. In addition, you must also specify which exemption(s) under state public records law are applicable and provide detailed reasons to substantiate the exception(s).

You must provide this information on the "Acknowledge and Acceptance of Metro's Public Records Procedure" form included as Exhibit A. If any information is unmarked, Metro will consider it non-exempt public information and Metro will release that information if it is requested under the Public Records Law.

The Office of Metro Attorney will make the final determination of whether the specified information is confidential, proprietary or otherwise exempt from disclosure. Thus, it is important that you provide sufficient information to explain *why* you believe certain information is exempt. **Vague and general claims to confidentiality are not acceptable.** Under state law the information must "*reasonably* be considered confidential" to qualify for an exemption. ORS 192.355(4).

You are advised to consult with your legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

VI. Proposal Contents

The proposal should contain no more than twelve (12) 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 proposal template is available at <http://www.oregonmetro.gov/how-metro-works/contract-opportunities/current-requests-bids-and-proposals>. The proposal template is optional to use and proposers will not receive any preference or penalty for using the provided template. The template is not customized to each RFP. It is the proposer's responsibility to ensure that proposals include all information requested and follow the instructions listed in this RFP document.

- 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: Describe how the work will be done within the given timeframe and budget. Include a proposed work plan and schedule.
- C. Staffing/Project Manager Designation: Identify specific personnel assigned to major project tasks, their roles in relation to the work required, percent of their time on the project, and special qualifications they may bring to the project. Include resumes of individuals proposed for this contract.
- D. Experience: Indicate how your firm meets the experience requirements listed in section IV. of this RFP. List projects conducted over the past five years which involved services similar to the services required here. For each of these other projects, include the name of the customer contact person, his/her title, role on the project, and telephone number. Identify persons on the proposed project team who worked on each of the other projects listed, and their respective roles.

Cost/Budget: Present the proposed monthly retainer which would be sufficient to meet Metro's needs, as outlined in the project scope, and indicate what services the retainer provides access to. If additional services are needed (as discussed in line item 6 of the RFP scope), please indicate the hourly cost of the key staff the applicant is proposing to support Metro. Indicate formula for annual rate increases, if appropriate. This formula shall include factors such as CPI adjustments or other adjustments based on common indices. The formula shall not include additional profit.

Oregon Preference: Yes if the applicant has key staff available and based in Oregon.

Diversity in Employment and Contracting:

Metro defines diversity as the variance or difference amongst people such as race, ethnicity, gender, age, religion, nationality, language preference, socioeconomic status, disability, sexual orientation, gender identity and others. Metro's Equity in Contracting Program encourages the use of minority-owned businesses, woman-owned businesses, businesses that service disabled veterans own and emerging small businesses, as defined under State law in ORS Chapter 200 and as certified by the Certification Office of Business Inclusion and Diversity (referred to here as COBID Certified Businesses) to the maximum extent practical.

- **Certification**: Is your firm a COBID Certified Business? If yes, indicate all certification types and your firm's certification number.
- **Demographics**: Describe the diversity in demographics of the proposal team (yourself, your firm and/or any proposed subcontractors). Include race, gender, veteran status and disability. You may also include other measures of diversity, as defined in Section F above. Identify the diverse nature of the people that will perform work in substantive roles and percentage of work on this project.

- **Support:** Describe specific examples of how you and/or your firm support workforce diversity within your firm and/or your local community.
- **Firm Activity:** Identify an activity promoting workforce diversity within your firm that you and/or your firm will commit to undertake if awarded this project. Explain how these results will be reported to Metro. In particular, please indicate how your firm would use this proposal to allow junior staff to gain experience and expertise.
- **Community Activity:** Identify an activity promoting workforce diversity within your local community that you and/or your firm will commit to undertake if awarded this project. Explain how these results will be reported to Metro.

E. Sustainable Business Practices

Environment

- Describe in general terms how your firm lessens its negative operational impacts on the environment and include details of three activities that demonstrate significant results. Provide documents, when available, such as your firm's environmental policies or other information that describes your firm's commitment to environmentally conscious business practices.
- Describe specifically how your firm will incorporate these environmentally conscious business practices into the delivery of the requested goods and/or services of this project. Explain how these results will be reported to Metro.

Economy

- Describe in general terms how your firm supports your local community or Metro regional businesses and markets. Provide documents, when available, such as your firm's economic policies, specific examples outlining past activities, or other information that describes your firm's commitment to supporting these economies.
- Describe specifically how your firm will support your local community or Metro regional businesses and markets in the delivery of the requested goods or services of this project. Explain how these results will be reported to Metro.

Community

- Firms with employees: Describe how your firm supports its employees by providing living wages and benefits. Describe your employee compensation structure, healthcare and other benefits provided to your employees. Provide documents, when available, that detail wage scales, annual cost of living adjustments (COLA), healthcare program, vacation and sick time, and any other related benefits or incentives.
- Firms without employees: Describe how your firm gives back to your local community through charitable or civic involvement.

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

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VII. 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 the Metro contract number, an itemized statement of the work done during the billing period, and will not be submitted more frequently than once a month. Payment shall be made by Metro on a Net 30 day basis upon approval of Contractor invoice. Invoices shall be delivered to metroaccountspayable@oregonmetro.gov.
- C. Validity Period and Authority: The proposal shall be considered valid for a period of at least ninety (90) days and shall contain a statement to that effect. The proposal shall contain the name, title, address, and telephone number of an individual or individuals with authority to bind any company contacted during the period in which Metro is evaluating the proposal.
- D. Conflict of Interest: A Proposer filing a proposal thereby certifies that no officer, agent, or employee of Metro or Metro has a pecuniary interest in this proposal or has participated in contract negotiations on behalf of Metro; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer for the same call for proposals; the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.
- E. Equal Employment and Nondiscrimination Clause: Metro and its contractors will not discriminate against any person(s), employee or applicant for employment based on race, color, religion, sex, national origin, age, marital status, familial status, gender identity, sexual orientation, disability for which a reasonable accommodation can be made, or any other status protected by law. Metro fully complies with Title VI of the Civil Rights Act of 1964 and related statutes and regulations in all programs and activities. For more information, or to obtain a Title VI Complaint Form, see www.oregonmetro.gov.
- F. Intergovernmental Cooperative Agreement: Pursuant to ORS 279A and the Metro Local Contract Review Board Rules, 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.

VIII. Evaluation of Proposals

- A. Evaluation Procedure:

Proposals received that conform to the proposal instructions will be evaluated. The initial evaluation will take place using the evaluation criteria identified in the following section.

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Metro may request interviews with the highest ranked proposers prior to final selection of firm(s). Interviews are intended to allow selected proposers to clarify or expand on their proposal and will be worth 25 points.

Award will be made to the highest ranked Proposer according to the evaluation criteria and interview score, if interviews are conducted. If contract negotiations are unsuccessful with the highest ranked firm, 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

Evaluation Criteria	Score Breakdown	Percentage of Total Score
Project Work Plan/Approach Demonstration of understanding of the project objectives Project methodology	15 10	25
Project Staffing Experience Project consultant/staff experience Experience and expertise in subject matters listed as part of contract scope	10 15	25
Budget/Cost Proposal Oregon Preference* 10% Projected cost/benefit of proposed work plan/approach	20	20
Diversity in Employment and Contracting <ul style="list-style-type: none">• Certification• Demographics• Support• Firm Activity• Community Activity	5 5 5 2 3	20
Sustainable Business Practices Environment Economy Community	4 4 2	10
TOTAL		100%

*Oregon Preference: As allowed by ORS 279A.128, Metro will apply a preference for awarding the resulting contract to goods that are fabricated or processed, or services that are performed entirely within Oregon if the cost is not more than 10% more than goods or services from outside of Oregon.

IX. Protest of Contract Award

Aggrieved proposers who wish to Protest 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. Protests must be submitted to Metro

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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 protest in a timely manner.

X. 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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Exhibit A, Acknowledgment and Acceptance of Metro's Public Records Procedure

Your signature below certifies acceptance of Metro's Public Records Procedure, except as noted below (additional pages may be attached if necessary).

Check one of the following responses below to acknowledge and accept Metro's Public Records Procedure:

- ☐ I acknowledge Metro's Public Records Procedure and declare that no information submitted with his proposal, or any part of the proposal, is exempt from disclosure under Oregon's Public Records Laws.
- ☐ I declare the following information to be confidential, a trade secret or otherwise proprietary and therefore exempt from disclosure under the Public Records Law.

Signature: _____ Date: _____

(Note: You must specify page-by-page which parts of the response you believe are exempt. You must also specify which exception(s) apply and provide detailed reasons to substantiate the exception(s).)

Sample copy of the Personal Services Agreement

Metro Contract No. XXXXXX

Personal Service Agreement over \$50,000

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, 202X and shall remain in effect until and including Month XX, 202X, 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 receipt 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 \$1,000,000 per occurrence, covering personal injury and property damage arising from errors, omissions or malpractice. PROFESSIONAL LIABILITY REQUIRED FOR ARCHITECTURAL & ENGINEERING SERVICES - DELETE PROFESSIONAL LIABILITY INSURANCE LANGUAGE IF NOT REQUIRED

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. Contractor shall email Certificate of Insurance to submitdocuments@oregonmetro.gov. 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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Metro Contract No. XXXXXX

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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Metro Contract No. XXXXXX

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

Sample copy of the Personal Services Agreement

Metro Contract No. XXXXXX

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

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. Severability. The parties agree that any provision of this Contract that is held to be illegal, invalid, or unenforceable under present or future laws shall be fully severable. The parties further agree that this Contract shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never been a part of them and the remaining provisions of the Contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Contract. Furthermore, a provision as similar to the illegal, invalid, or unenforceable provision as is possible and legal, valid and enforceable shall be automatically added to this Contract in lieu of the illegal, invalid, or unenforceable provision. Any failure by METRO to enforce a provision of the Contract is not to be construed as a waiver by METRO of this right to do so.

17. Counterparts. This Contract may be executed in counterparts or multiples, any one of which will have the full force of an original.

18. Delivery of Notices. Any notice, request, demand, instruction, or any other communications to be given to any party hereunder shall be in writing, sent by registered or certified mail or fax as follows:

To Contractor: Contractor Contact
Firm Name
Address
City State Zip
XXX-XXX-XXXX fax

To Metro: Metro Procurement Services
600 NE Grand Ave
Portland, Oregon 97232
503-797-1791 fax

With Copy to: Project Manager
Address
City State Zip
503.XXX-XXXX fax

19. 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 _____.** **REMOVE THIS SECTION IF IT DOES NOT APPLY TO THE CONTRACT**

20. COVID-19 Requirements: Pursuant to State of Oregon Governor's Executive Order No. 20-12, when telework and work-from-home options are not available, Contractor must designate an employee to establish, implement, and enforce social distancing policies, consistent with guidance from the Oregon Health Authority. Such policies must also address how Contractor will maintain social distancing protocols for business-critical visitors. Contractor is responsible for implementing said COVID-19 policies and practices consistent with Executive Order No. 20-12 while the order is in effect. Contractor agrees to provide Metro with a copy of its COVID-19 policies and practices.

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Metro Contract No. XXXXXX

CONTRACTOR

METRO

By_____

By_____

Print Name_____

Print Name_____

Date_____

Date_____

Attachment A – Scope of Work

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 XXXXXXX AND XX/100TH DOLLARS (\$XXXXXX.XX).

INCLUDE HOURLY RATES OR TASK BASED PAYMENTS IF APPLICABLE

The maximum price includes all fees, costs and expenses of whatever nature. Each of Metro's payments to Contractor shall equal the percentage of the work Contractor accomplished during the billing period. Contractor's billing invoices shall include the Metro contract number, Contractor name, remittance address, invoice date, invoice number, invoice amount, tax amount (if applicable), and an itemized statement of work performed and expenses incurred during the billing period, and will not be submitted more frequently than once a month. Contractor's billing invoices shall be sent to metroaccountspayable@oregonmetro.gov. The Metro contract number and contractor name shall be referenced in the email subject line. Metro requests that contractors submit billing invoices for services within 10 business days of performance. Payment shall be made by Metro on a Net 30 day basis upon approval of Contractor invoice.