

CITY OF

PORTLAND, OREGON

DATE: 10/18/02

RFP No. 101820

PROFESSIONAL, TECHNICAL & EXPERT SERVICES

REQUEST FOR PROPOSALS

**CONSULTANT SERVICES to CONDUCT
A REVIEW OF RISK MANAGEMENT
PROGRAM SERVICES**

Services Requested By:

Bureau of General Services

Refer Questions to:

**Carol O'Reilly, Procurement Specialist
1120 SW 5th Avenue, Room 750
Portland, OR 97204
(503) 823-5057
Fax: (503) 823-6865
E-mail: coreilly@ci.portland.or.us**

REQUEST FOR PROPOSALS DUE: November 12, 2002 BY 4:00 P.M.

Envelope(s) shall be sealed and marked with Request for Proposal Title.

Respondents must submit one (1) original and five (5) complete copies of the RFP.

ADDRESS RESPONSE TO:

**Carol O'Reilly, Procurement Specialist
City of Portland Bureau of Purchases
1120 SW 5th Avenue, Room 750
Portland, OR 97204**

An Optional pre-proposal conference will be held on Wednesday, October 30, 2002 at 1:00 p.m. at the Portland Bldg, 12th Floor, Horizon Room.

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- 1 - Actuary's Summary Report
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PROFESSIONAL, TECHNICAL AND EXPERT SERVICE REQUEST FOR PROPOSALS

GENERAL INSTRUCTIONS AND CONDITIONS

PROPOSAL-Respondents must submit one (1) original and the specified number of complete copies as noted on the cover of the proposal.

Proposals must be enclosed in a sealed envelope and, unless otherwise directed, mailed or delivered to the address shown for **ADDRESS OFFER TO** on the proposal cover of this RFP. The outside of the envelope shall plainly identify the subject of the proposal, the RFP number, if one has been assigned, and the name and address of the proposer.

All proposals shall be clearly and distinctly typed or written in ink or indelible pencil. No erasures are permitted. Mistakes must be crossed out and corrections typewritten or in ink adjacent thereto, and initialed in ink by the party signing the proposal, or their authorized representative.

LATE PROPOSALS- Proposals received after the scheduled closing time for filing will be returned to the proposer unopened.

CERTIFICATION AS AN EEO AFFIRMATIVE ACTION EMPLOYER- Respondents must be certified as Equal Employment Opportunity Affirmative Action Employers as prescribed by Chapter 3.100 of the Code of the City of Portland. The required documentation should be filed with the Bureau of Purchases, City of Portland, prior to the Proposal closing date. The City of Portland is committed to increasing employment opportunities for minorities and women. Consultants identifying employment opportunities are requested to maximize outreach to minorities and women in fulfilling staffing needs.

MINORITY, WOMAN-OWNED AND EMERGING SMALL BUSINESS PARTICIPATION- The City of Portland is committed to increasing contracting, subcontracting opportunities for minority-owned, woman-owned and emerging small businesses. Consultants are requested to evaluate project specifications in endeavoring to maximize use of MBE, WBE and ESB firms. Consultants are encouraged to conduct pre-proposal conferences and are advised to investigate all potential sources of MBE, WBE and ESB participation, including suppliers of materials, services and equipment. Consultants identifying subcontracting opportunities are requested to maximize outreach to MBE, WBE and ESB firms in fulfilling these subcontracting needs.

AMERICANS WITH DISABILITIES ACT COMPLIANCE- Respondent agrees that if awarded a contract, they will comply with all applicable provisions of the Americans with Disabilities Act of 1990, 42 USC Section 12101 et.seq. If any respondent requires special assistance or auxiliary aids during the Proposal process, please notify the TDD (503)823-6868, at least two (2) working days prior to the required assistance.

CLARIFICATION OF REQUEST FOR PROPOSAL- Proposers who request a clarification of the RFP requirements must submit questions in writing to the person(s) shown in the **REFER QUESTIONS TO** section on the cover of the RFP, or present them verbally at a scheduled pre-proposal conference, if one has been scheduled. Written questions must be received by the City no later than five (5) working days prior to the scheduled deadline for Proposals. A response will be issued in the form of an addendum to the RFP by the City, if a substantive clarification is in order.

Oral instructions or information concerning the request for proposal given out by Bureau or Office managers, employees or agents to prospective respondents shall not bind the City.

COST OF PROPOSAL- This request for proposal does not commit the City to pay any costs incurred by any respondent in the submission of a proposal or in making necessary studies or designs for the preparation thereof, or for procuring or contracting for the services to be furnished under the request for proposal.

CITY OF PORTLAND BUSINESS LICENSE- Selected consultant shall obtain a current City of Portland Business license prior to commencement of the work.

CONFLICT OF INTEREST- A respondent filing a Proposal thereby certifies that no officer, agent or employee of the City who has a pecuniary interest in this Request for Proposal has participated in the contract negotiations on the part of the City, that the proposal is made in good faith without fraud, collusion or connection of any kind with any other respondent of the same call for proposals, and that the respondent is competing solely in its own behalf without connection with or obligation to, any undisclosed person or firm.

INVESTIGATION- The proposer shall make all investigations necessary to inform itself regarding the service(s) to be performed under this request for proposal.

SPECIAL CONDITIONS- Where special conditions are written in the Request for Proposal, these special conditions shall take precedence over any conditions listed under the "Professional, Technical and Expert Service Request for Proposal General Instructions and Conditions".

REJECTION OF PROPOSALS- The City reserves the right to reject any or all responses to the Request for Proposal.

NOTICE OF ASSIGNMENT- The City will not recognize any assignment or transfer of any interest in the contract without written notice to and written acceptance by the Purchasing Agent, Commissioner in Charge, or City Auditor.

LAW OF THE STATE OF OREGON- This contract is entered into within the State of Oregon, and the law of said state, whether substantive or procedural, shall apply to this contract, and that all statutory, charter and ordinance provisions that are applicable to public contracts in the City of Portland and the State of Oregon shall be followed with respect to this contract.

FAILURE TO PERFORM- In the event the successful respondent fails to perform and is not covered by a performance bond, the City will procure the articles or service from other sources and the respondent shall be liable for any excess cost incurred.

CANCELLATION- The City reserves the right to cancel in whole or any part of the contract if the respondent willfully fails to perform any of the provisions in the contract, or fails to make delivery within the time stated, unless the time is extended by the City.

These "Professional, Technical and Expert Services Request for Proposal General Terms and Conditions" are not to be construed as exclusive remedies or as a limitation upon rights or remedies that may be or may become available under ORS chapter 71-83 relating to the Uniform Commercial Code.

CITY OF PORTLAND
Bureau of General Services
RFP #101820

Request for Proposal for Consultant Services to
Conduct a Review of Risk Management Program Services

October 2002

The City of Portland, Bureau of General Services, requests Proposals from consultants to conduct a review of Risk Management Program Services.

I. BACKGROUND

The City of Portland is a municipal public-sector entity employer. There are over thirty separate City bureaus/agencies and include the Office of Management and Finance, the Police Bureau, the Fire Bureau, the Water Bureau, Bureau of Parks and Recreation, the Office of Transportation, Bureau of Environmental Services, and the City Attorneys Office.

The City has a full-service Risk Management Program that is self-insured and self-administered. Services include loss prevention services, liability claims, workers' compensation claims and commercial property insurance management. Risk Management is committed to providing quality services to its customers, including City Council and the bureaus, and to maintaining the integrity of its programs. This program has been under the direction of progressive risk management professionals. The Risk Manager position is currently vacant and prior to beginning a recruitment, the City wishes to conduct a focused review of this program.

II. SCOPE OF SERVICES

The successful consultant will be asked to conduct a review of the Risk Management program to include, but not limited to, the following areas:

A. Cost Allocation Formula

Review current system for potential improvements. The current methodology was developed approximately thirteen (13) years ago and is a complex algorithm that is designed to place more weight on experience for larger bureaus and more weight on exposure for smaller bureaus, but does smooth costs for all users. The City's actuary reviewed the system in 2000. The summary of his review is attached to this request for proposals as Attachment No. 1. Concerns have been raised by some customers that the methodology is not reflective enough to reductions in losses and therefore needs modification. Other customers like the tempering that occurs to protect them from fluctuations in annual costs (particularly general fund organizations and smaller work units). Clearly the issue is one of balance between stability of rates (smoothing) and responsiveness to losses (variability). With this issue in mind, the consultant will comment and recommend specific changes to the algorithm, if any, based upon each of the following areas:

- ❑ Ease in understanding current system.
- ❑ What affect the current system has on budget stability.
- ❑ The fairness and objectivity of the system.
- ❑ Its responsiveness to loss experience and whether it provides incentives for loss control.
- ❑ Whether it adequately measures exposure and experience.
- ❑ Efficiency of administration.
- ❑ Actuarial soundness.
- ❑ Evaluate how costs, over time, under the allocation formula differ from costs that might be expected from commercial insurance premiums for 3 representative bureaus.

B. Loss Prevention

Consultant must:

- ❑ Analyze current organizational structure and recommend opportunities to reduce redundancies, improve efficiencies, and result in reduced claim costs.
- ❑ Evaluate Risk Management's role in acquiring contracts for specialized services (i.e. Industrial Hygiene, medical evaluations) citywide and recommend the optimal role for cost savings and effectiveness.
- ❑ Recommend the optimal roles and responsibilities of bureaus and Risk loss prevention professionals, considering the organizational structure and culture of the City of Portland.
- ❑ Evaluate Risk's loss prevention program and recommend changes that would increase effectiveness to reduce claims and protect assets.
- ❑ Evaluate and recommend the optimal way for Risk Loss Prevention to provide Bureaus with the latest OR OSHA requirements.

C. Liability Claims

- ❑ Review reserving practices and recommend changes to reflect best practices. Also:
 - ◆ Evaluate how reserving impacts bureau costs under cost allocation system
 - ◆ Evaluate training for claims staff to handle exposures.
- ❑ Evaluate timeliness of contacts and settlements and recommend best practices
- ❑ Determine appropriate level of interaction and involvement with Bureaus regarding claims settlement for both Risk handled and City Attorney handled claims.
- ❑ Evaluate staffing needs based on case loads
- ❑ Review claims assignment policy to determine if bureau assignments for adjusters would be more efficient.
- ❑ Survey an appropriate sample of claimants on their perceptions of the "fairness" of settlements, customer service, responsiveness, attitude/cultural sensitivity of claims staff, particularly smaller infrastructure related claims. Identify best practices for small/infrastructure claims in public agencies and recommend a policy for the City of Portland.

D. Workers' Compensation Claims

- ❑ Review reserving practices and recommend changes to reflect best practices. Also:
 - ◆ Evaluate how reserving impacts bureau costs under cost allocation system

- ◆ Evaluate training for claims staff to handle exposures.
- Evaluate timeliness of contacts and settlements and recommend best practices
- Determine appropriate level of interaction and involvement with Bureaus regarding claims settlement.
- Evaluate staffing needs based on case loads
- Identify and estimate the financial impact of coordination problems between workers' compensation claims administration and the City's employee benefits program.
- Provide observation of adequacy of claims management tools, including data system.
- Provide observation and recommendations on the adequacy of current claims and financial data retention and reporting including innovative ways of distributing information to customer bureaus.
- Provide observations and recommendations of current program administrative policies and procedures.
- Determine timeliness in providing feedback to injured workers.
- Survey an appropriate sample of claimants on their perceptions of customer service, responsiveness, and attitude/cultural sensitivity of claims staff.

E. Other Issues

- Risk Manager –
- Recommend the optimal status and authority level for this position in the City of Portland for the greatest cost effective impact on protecting City assets and claims reduction.
 - ◆ Define the roles and responsibilities for this position both at the division and citywide level.
 - ◆ Define the optimal level of involvement of this position in citywide and bureau activities with the goal of reducing claims activity.
- Risk Management's Organizational Role
 - ◆ Review City Code and offer recommendations on how Risk Management's authority, roles and responsibilities should be defined or clarified to achieve optimal effectiveness.
- Purchased insurance – With a recent reorganization of the Office of Management & Finance (of which Risk Management is a part) the responsibility for purchased insurance was moved from the responsibilities of the Risk Manager to the Administration Section of OMF. The consultant should evaluate this move and recommend the appropriate organizational responsibility for this function for the City of Portland.
- Organizational structure – Present model risk management structure, both as an organization and city-wide.
- Executive responsibilities – Define the optimal roles and specific recommended activities/actions needed of the Mayor, Commissioners and Bureau Directors in Risk Management initiatives to have maximum affect on protecting City assets and reducing claims activity and costs.
- OCIP – Address the appropriateness of expanding to a city-wide program for all construction projects. How should this be approached, if at all.
- Identify opportunities or appropriate strategies to provide 3rd party claims administration to other public agencies as a way to spread overhead and fixed costs across a larger operational base.

F. Information Technology

Provide observations and recommendations on Risk's technological capabilities in addressing the various program requirements and customer needs.

G. Action Plan

Provide a five-year action plan for your recommendations offered in this project, and include a prioritization within each service area.

III. TERM

The contract term shall be through March 31, 2003, with a six (6) month renewal option. The successful Proposer must submit, in writing to BGS, an offer to extend the Contract under the same terms and conditions a minimum of thirty (30) days prior to the end of the contract termination date. The renewal option is at the sole discretion of BGS and shall be based on Contractor performance.

IV. OPTIONAL PRE-PROPOSAL CONFERENCE

The Bureau of General Services will conduct an optional pre-proposal conference to answer questions regarding this Request for Proposals application procedure. The conference is scheduled for October 30, 2002 at 1:00 p.m. in the Horizon Room on the 12th floor of The Portland Building, 1120 SW 5th Avenue, Portland, Oregon.

V. PROJECT MANAGEMENT AND DIRECTION

This project will be managed by the Facilities Division of the Bureau of General Services. The designate is:

Ron Bergman, Director
City of Portland, Bureau of General Services

VI. TIMELINE FOR SELECTION PROCEDURE

Advertisement in the Daily Journal of Commerce	October 21, 2002
Pre-Proposal Conference at 1:00 p.m.	October 30, 2002
Written Proposal Due: 4:00 p.m.	November 12, 2002
Notice to Proceed – Work Begins	December 1, 2002
Completion of Work	January 31, 2003

The City reserves the right to make adjustments in this schedule.

VII. PROPOSAL REVIEW, SELECTION AND TIMELINE

The City will award a contract to the firm or team whose proposal is most advantageous to the City. A selection process will be carried out under Portland City Code Chapter

5.68. All contracts and amendments will be reviewed and approved by the City Council and City Attorney's Office before any work begins.

Consultant's proposal shall include the project team's true estimated cost to perform the work irrespective of the City's budgeted funds for this work.

A selection review committee will be appointed to evaluate the proposals received. Each of the criteria listed in Section IX below will be evaluated by the committee for the purpose of ranking proposals. The committee's recommendations will be submitted to the Portland City Council for approval.

Each proposal shall be limited in length and judged as a demonstration of the project team's capabilities and understanding of the scope of work. Evaluation criteria, maximum points, and page limitations are described in Section IX of this RFP.

The team will be selected by the following process:

- A. Evaluation committee will be appointed to evaluate submitted proposals.
- B. The committee will rank the proposals according to the criteria, based on the information submitted.
- C. The committee will require a minimum of fifteen (15) working days to evaluate and rank the proposals.
- D. A short list of up to three (3) candidates may be selected and oral interviews held if deemed necessary.
- E. Negotiations will follow with the selected Consultant and if successful, the Consultant and City will enter into a professional services agreement for the work. The Agreement format used by the City ("Agreement for PTE Services") is attached for your reference.

The proposal will become part of the final contract. All work done under the direction of the City, supplemental agreements or subsequent contracts will be negotiated with specific rates as a basis of payment.

During the evaluation process, the City has the right to require any clarification or change it needs to understand the team's approach to the scope of the work. Any changes to the proposal will be made before executing the contract and will become part of the final contract.

VIII. INTERVIEW

At the interview, consultants will be asked to elaborate on their proposal through a presentation. The interview will consist of a thirty (30) minute consultant presentation and a twenty (20) minute question and answer period. These presentations will be evaluated separately using an additional evaluation criterion:

Presentation Effectiveness

Maximum Score: 100 points

This criterion measures the consultant's ability to communicate effectively and make oral presentations that are clear, friendly and effective. It is important that the consultant have the ability to establish rapport and conduct efficient interviews and meetings. As you prepare for your interview, please be prepared to demonstrate the following skills:

- a. Ability to organize and deliver information clearly and efficiently.
- b. Ability to establish rapport with individuals and groups that have different interests and objectives.
- c. Ability to clarify and interpret Proposer's written Proposal.

IX. SELECTION CRITERIA

A. Directions for Preparing the Proposal

Proposals shall be limited to fifteen (15) pages in length including attachments. A page is considered to be one side of a single 8½" X 11" sheet, single spaced type. Cover letters not exceeding one page in length shall be considered in addition to the proposal, as well as firm project photographs, which shall not exceed five (5) pages. One (1) original proposal marked "Original," and five (5) copies shall be submitted. Proposals shall be prepared on recyclable materials.

Firms submitting more than the specified number of pages may be considered non-responsive. Lack of response to any of the criteria may constitute a non-responsive proposal. Firms may use both sides of a single sheet of paper for conservation purposes, and are encouraged to do so. If sheets are printed on both sides, it is considered to be two pages.

B. Specific Criteria

Proposals must address the subjects listed below and as previously stated. Each subject is described along with the maximum points available. Proposals that make it difficult to find or understand the required information should expect to receive lower scores. Once the interview of the 'short listed' firms is completed the Selection Committee will make a selection recommendation based on the overall effectiveness of the Proposers and discussions with references.

1. Consultant Team Background, Qualifications, and Experience

Maximum Score: 40 points

This criteria relates qualifications of the project principal, project manager, and other key members of the project team and sub-consultants. For this project, it is assumed the project team may include people with demonstrated skills and experience in graphic design, signage and wayfinding, project planning and management, architecture, electrical engineering, and construction estimating. The basis of evaluation is how well the team's

qualifications, background and experience relate best to this specific project. In the response, please provide the following information:

- a. A list of the people who will be working on this project, their specific role and duties and a percentage of time each will be contributing to the project. Provide resumes of individuals who will be working on this project to include related work they have performed that qualify them for this project; include full name, title, biography, address, telephone and fax numbers of each individual to be used in this project.
- b. A description of each person's qualifications and an explanation of how these skills and abilities will be used to complete this project.
- c. A list of similar projects in type and scope completed by individuals on the consultant's team. Provide a name and phone number of a contact for each project.
- d. Additional information on the project manager's role, including previous experience with individuals on the team, general team management experience, and a description of techniques previously used to direct and coordinate the work of a consultant team.
- e. Identify any out of town personnel being used and travel costs associated with that person, if any.
- f. List of Information Technology people on staff and their qualifications.
- g. Specific assignment of each staff member that would work on this account.

2. *Project Understanding*

Maximum Score: 20 points

This criteria relates to how well the team demonstrates its understanding of the proposed scope of work and related issues associated with project. Please provide the following information:

- a. A description of the project, issues, and opportunities as the project team understands them.
- b. A forecast of issues that will likely arise through the planning process and what methods might be used to address these issues.
- c. An identification of the resources available to assist the consultant.

3. *Project Organization*

Maximum Score: 25 points

This criterion relates to the consultant's ability to organize and sequence work to create an orderly, but creative, process. Please provide the following information:

- a. An organizational chart of the office that would serve the City. A description of how your team would organize and coordinate its efforts to complete this plan.
- b. A description of what methods you will use to assure quality control in the development of final products.
- c. A general project schedule to achieve the proposed scope of work.
- d. Provide references of five (5) clients for which you have performed similar or like services. References shall include client's name, telephone number, contact person, and type of service provided.

4. Fee

Maximum Score: 30 points

The City seeks to accomplish this work efficiently and at a reasonable cost. To respond to this criterion, provide the following:

- a. An estimated total cost, including hours by Phase and the hourly rates for specific personnel. Contractor shall guarantee the proposed rates through the term of the Contract (submit Attachment No. 2 – Rate Response Form). Failure to offer guaranteed rates shall be grounds for rejection of Proposal.
- b. An estimate of reimbursable expenses for the entire project. Include list of reimbursable items.

5. Diversity in Employment and Contracting Maximum Score: 10 points

The City values diversity in its workforce and in the workforce of those who contract with the City. The City recognizes and appreciates that individuals are different, and that diversity is an advantage. The City encourages, supports and nurtures diversity and encourages any firm contracting with the City to do the same.

a. Workforce Diversity

Provide a narrative description of how your firm is currently utilizing minorities and women throughout your workforce. Describe whether and how your firm has historically provided opportunities for minorities and women to receive training and work within the firm. If your company currently has under-representation of minorities or women, describe how you might propose to remedy the under-utilization over time.

b. Sub-consultant Utilization

Provide a narrative description of the company's experience in promoting participation on the part of Minority-owned, Women-owned and Emerging Small Business (M/W/ESB) enterprises as consultants or suppliers on previous projects. Discuss any innovative or particularly successful measures that your firm has undertaken. Include a list of those certified M/W/ESB firms with which the firm has had a contractual relationship during the last twelve (12) months.

c. Project Sub-consultant Plan

- 1) Provide a detailed outreach program or plan for obtaining maximum utilization of M/W/ESB firms on this project. Include in the plan a detailed schedule of events and those steps that will or have been taken to maximize M/W/ESB participation. The plan should include the following minimum elements:
- 2) Proposer Process Requirements
 - (a) Divisions of Work
Identification of probable sub-consulting opportunities by type of work, potential size of subcontract, etc.
 - (b) Contractor Notification/Outreach
 - (1) Obtain list of certified M/W/ESB firms from State certification list by categories consistent with anticipated sub-consulting opportunities.
 - (2) Mail/Fax information on sub-consulting opportunities at least one week prior to submission deadline to a selection of firms on the state certified list.
 - (c) Follow-up
 - (1) Document all responses received from M/W/ESB firms.
 - (2) Follow up by phone to all responses from M/W/ESB firms to clarify any questions that may arise. If M/W/ESB responses are not utilized, document reasons for this decision.
 - (d) Documentation and Reporting
Indicate the firm name of all sub-consultants on the project, whether M/W/ESB certified, proposed scope of work, estimated involvement for each firm as a percentage of total contract dollars.

X. SUBMITTAL

All proposals will become part of the public file on this matter, without obligation to the City. The City reserves the right to reject any or all proposals for good cause, in the public interest. The City is not liable for any costs incurred by the Consultant in preparing or presenting its proposal.

One (1) original and four (4) copies of a Letter of Interest and the Proposal shall be delivered to the address shown below. The letter shall specifically stipulate that all terms and conditions contained in the Request for Proposal and the sample Agreement for Services (attached) are accepted by the Proposer. Suggestions for non-substantive modifications may be considered, at the sole discretion of the City. Acceptance of the terms and conditions cannot be conditioned upon such modifications. The letter must also state the name(s) of the person(s) authorized to represent the Consultant in any negotiations and the name(s) of the person(s) authorized to sign any contract that may result. The Letter of Interest and the Proposal must be signed by a legal representative of the Consultant's firm, authorized to bind the firm in contractual matters.

Questions and requests for clarification regarding this Request for Proposals should be directed in writing, via mail or fax, to the Procurement Specialist listed below at least five (5) working days prior to the proposal due date. An addendum will be issued to all recorded holders of the RFP if a substantive clarification is in order.

Carol O'Reilly, Procurement Specialist
Bureau of Purchases
1120 SW 5th Avenue, Room 750
Portland, OR 97204

Phone: 503-823-5057
Fax: 503-823-6865
Email: coreilly@ci.portland.or.us

Proposals must be received in this office no later than **4:00 p.m., November 12, 2002.** Responses received after time or date listed above shall not be considered.

Response submittals shall state each question or information requested and the Proposer's response in the numerical order indicated in each section of this RFP. Brochures, company profiles, and corporate résumés are welcome as attachments, but will in no way be considered acceptable substitutes for specific answers to information being requested. The City reserves the right to request additional information for purposes of clarification.

XI. RFP ADDENDA

If, in the opinion of the City, additional information or clarification is required, an RFP Addendum will be issued by the Bureau of Purchases to all contractors on record in the office of the Purchasing Agent.

Oral instructions or information given by City Officers, employees or agents to prospective contractors concerning the contract documents or the work in general shall not bind the City.

XII. NONDISCRIMINATION (EEO CERTIFICATION)

All Proposers must be certified as Equal Employment Affirmative Action Employers as prescribed by Chapter 3.100 of the Code of the City of Portland before a contract will be awarded. Details of certification requirements are available from the Bureau of Purchases, 1120 SW 5th Avenue, Room 750, Portland, OR 97204, 503-823-6855, <http://www.ci.Portland.or.us/purchase/eoo.htm>.

XIII. COMPLIANCE WITH EMPLOYMENT LAWS

The Proposer shall adhere to all applicable laws governing its relationship with its employees, including but not limited to laws, rules, regulations, and policies concerning workers compensation.

XIV. REFERENCES

The City reserves the right to investigate references including customers other than those listed in Proposer's submission. Investigation may include past performance of any Proposer with respect to its successful performance of similar projects, compliance with

specifications and contractual obligations, its completion or delivery of a project on schedule, and its lawful payment of employees and workers. Supportive references are required.

XV. OWNERSHIP OF WORK

All work products of the successful Consultant that result from the awarded contract are the exclusive property of the City. If any of the work products contain intellectual property of the successful contractor that is or could be protected by federal copyright, patent, or trademark laws, successful contractor hereby grants City a perpetual, royalty-free, fully paid-up, non-exclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use, re-use, in whole or in part, and to authorize others to do so, all such work products and any other information, designs, plans or works provided or delivered to the City or produced by the successful Consultant under the awarded contract. If the awarded contract is terminated prior to completion, and the City is not in default, the City, in addition to any other rights provided by the awarded Contract, may require the successful contractor to transfer and deliver such partially completed work products, reports or documentation that the successful Consultant has specifically developed or specifically acquired for the performance of the awarded contract.

XVI. GENERAL

The successful Consultant shall have a current City of Portland business license prior to performing work under the resultant contract. The successful Consultant shall be covered by Workers' Compensation Insurance, or shall provide evidence that such coverage is not required by state law.

The successful Consultant shall provide and maintain public liability and property damage insurance as outlined in the attached City of Portland Insurance Requirements document. Amounts of coverage shall not be less than those listed unless prior approval has been obtained by the City. The successful Consultant shall also provide evidence of professional liability insurance and general liability insurance with limits of \$1,000,000 and evidence that successful Consultant carries workers' compensation, as required by Oregon Law.

See also, the attached City of Portland Insurance Requirements and the General Instructions and Conditions pages.

Richard E. Sherman & Associates, Inc.
Casualty Actuarial Consulting

Richard E. Sherman,
F.C.A.S., M.A.A.A.
Reider Peterson, Ph.D.
Dawn King
Dana Winkler, MBA
Andrew Schuh
Sheri Wenker

February 2, 2000

Mr. John Hoffman
Risk Operations Manager
City of Portland
Bureau of Risk Management
1120 S. W. Fifth, Room 709
Portland, OR 97204-1912

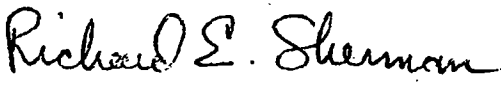
RE: Cost Allocation Review

Dear Mr. Hoffman:

We have appreciated the opportunity to be of service to the City of Portland in reviewing its cost allocation plan and in presenting a variety of observations about such plans to various City personnel.

I am very impressed with the current plan you are using. It incorporates all of the critical elements that an actuarially sound cost allocation system should have, and it does so in a way that is highly consistent with principles of actuarial equity, credibility, stability and fairness. Because of this, it would be difficult to propose modifications of the current plan that would constitute clear improvements. Overall, the City's plan compares favorably with any of the dozen or so plans I have reviewed.

Sincerely,
RICHARD E. SHERMAN & ASSOCIATES, INC.

by 

Richard E. Sherman, FCAS, MAAA
President

cc: Fred Cuthbertson, Risk Management Director

Comparative Rating of Two Typical Plans

Criteria	Based Purely on Losses	Based on Mix of Losses and Exposures
Responsiveness	A	B -
Accuracy	F	A
Stability	F	B
Fairness	F	A
Simplicity	A	C -
OVERALL	D +	B +

ATTACHMENT NO. 2

RATE RESPONSE FORM

Please include in your proposal, a signed and dated Rate Response Form. Be sure to include this form in your response. Please note if any commissions from insured products would be offset from total charges.

	Hourly Rate Charged
Rate guarantee	Review Services: \$
	Professional: \$
	Technical: \$
	Other: _____ \$

CITY OF PORTLAND INSURANCE REQUIREMENTS

INSURANCE - PROOF OF COVERAGE

Work shall not commence until all insurance requirements have been met and certificates thereof have been filed with the Purchasing Agent or the Auditor.

INSURANCE - PUBLIC LIABILITY AND PROPERTY DAMAGE

The contractor shall provide and maintain public liability and property damage insurance that protects the contractor and the City and its officers, agents and employees from any and all claims, demands, actions and suits for damage to property or personal injury, including death, arising from the contractor's work under this contract. The insurance shall provide coverage for not less than :

For Personal Injury	\$200,000 for each person \$500,000 for each occurrence
For Property Damage	\$500,000 for each occurrence

Or, a single limit public liability policy of not less than \$500,000 covering all claims per occurrence. The limits of insurance shall be subject to statutory changes as to maximum limits of liability imposed on municipalities of the State of Oregon during the term of the contract.

The insurance shall be without prejudice to coverage otherwise existing, and shall name as additional insureds the City and its officers, agents and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.

The coverage shall apply as to claims between insureds on the policy. The insurance shall provide that the insurance shall not terminate or be canceled without thirty (30) days written notice first being given to the City Auditor. If the insurance is canceled or terminated prior to completion of the contract, the contractor shall provide a new policy with the same terms. The contractor agrees to maintain continuous, uninterrupted coverage for the duration of the contract. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by the contractor.

The contractor shall maintain on file with the City Auditor a certificate of insurance certifying the coverage required. The adequacy of the insurance shall be subject to the approval of the City Attorney. Failure to maintain liability insurance shall be cause for immediate termination of this contract by the City.

WORKERS' COMPENSATION INSURANCE

Prior to the performance of any work under a contract awarded by the City, the contractor shall comply with the workers' compensation law, ORS Chapter 656, as it may be amended, and if workers' compensation insurance is required by ORS Chapter 656, the contractor shall maintain coverage for all subject workers as defined by ORS Chapter 656 and shall maintain a current, valid certificate of workers' compensation insurance on file with the City Auditor for the entire period during which work is performed under the contract.

AGREEMENT FOR PROFESSIONAL, TECHNICAL, OR EXPERT SERVICES

CONTRACT NO. _____

SHORT TITLE OF WORK PROJECT: _____

This contract is between the City of Portland, acting by and through its Elected Officials, hereafter called "City," and [Click Here and Type](#) , hereafter called Contractor. The City's Project Manager for this contract [Click Here and Type](#) .

Effective Date and Duration

This contract shall become effective on [Click Here and Type](#) (or on the date at which every party has signed this contract, whichever is later.) This contract shall expire, unless otherwise terminated or extended, on [Click Here and Type](#) .

Statement of Work

- (a) The statement of work is contained in EXHIBIT A attached hereto and by this reference made a part hereof.
- (b) The delivery schedule for the work is identified in EXHIBIT A.

Consideration

- (a) City agrees to pay Contractor a sum not to exceed [Click Here and Type](#) for accomplishment of the work.
- (b) Interim payments shall be made to Contractor according to the schedule identified in EXHIBIT A.

Terms and conditions listed on pages 2 - 4.

=====

CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE

Name (please print): _____

Address: _____

Social Security #: _____

Federal Tax ID #: _____ State Tax ID #: _____ Business License # _____

Citizenship: Nonresident alien ☐ Yes ☐ No

Business Designation (check one): ☐ Individual ☐ Sole Proprietorship ☐ Partnership ☐ Corporation

☐ Limited Liability Co (LLC) ☐ Estate/Trust ☐ Public Service Corp. ☐ Government/Nonprofit

Payment information will be reported to the IRS under the name and taxpayer I.D. number provided above. Information must be provided prior to contract approval. Information not matching IRS records could subject you to 20 percent backup withholding.

I, the undersigned, agree to perform work outlined in this contract in accordance to the terms and conditions (listed on pages 2-4 and made part of this contract by reference) and the statement of work made part of this contract by reference; hereby certify under penalty of perjury that I/my business am not/is not in violation of any Oregon tax laws; hereby certify that my business is certified as an Equal Employment Opportunity Affirmative Action Employer as prescribed by Chapter 3.100 of Code of the City of Portland; and hereby certify I am an independent contractor as defined in ORS 670.600.

Approved by the Contractor: _____

Signature/Title

Date

=====

CITY OF PORTLAND SIGNATURES

Approved by Mayor or Commissioner:

Elected Official or Delegate

Date

Approved by Bureau Director:

Bureau Director

Date

Approved by City Auditor:

City Auditor

Date

Approved as to form
by City Attorney:
(Rev.07/00)

Office of City Attorney

Date

CITY OF PORTLAND
STANDARD CONTRACT PROVISIONS FOR
PROFESSIONAL, TECHNICAL & EXPERT SERVICES (MANDATORY PROVISIONS)

1. Access to Records

The Contractor shall maintain, and the City of Portland ("City") and its duly authorized representatives shall have access to the books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. Payment for cost of copies is reimbursable by the City.

2. Audits

(a) The City, either directly or through a designated representative, may conduct financial and performance audits of the billings and services specified in this agreement at any time in the course of the agreement and during the three (3) year period established by section 1, **Access to Records**. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States General Accounting Office.

(b) If an audit discloses that payments to the Contractor were in excess of the amount to which the Contractor was entitled, then the Contractor shall repay the amount of the excess to the City.

(c) If any audit shows performance of services is not efficient in accordance with Government Auditing Standards, or that the program is not effective in accordance with Government Auditing Standards, the City may pursue remedies provided under section 5, **Early Termination of Agreement** and section 7, **Remedies**.

3. Effective Date and Duration

The passage of the contract expiration date (as recorded on reverse side) shall not extinguish, prejudice, or limit either party's right to enforce this contract with respect to any default or defect in performance that has not been cured.

4. Funds

The City certifies that sufficient funds are available and authorized for expenditure to finance the cost of this contract.

5. Early Termination of Agreement

(a) The City and the Contractor, by mutual written agreement, may terminate this Agreement at any time.

(b) The City, on thirty (30) days written notice to the Contractor, may terminate this Agreement for any reason deemed appropriate in its sole discretion.

(c) Either the City or the Contractor may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of the notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.

6. Payment on Early Termination

(a) In the event of termination under subsection 5(a) or 5(b), **Early Termination of Agreement** hereof, the City shall pay the Contractor for work performed in accordance with the Agreement prior to the termination date.

(b) In the event of termination under subsection 5(c), **Early Termination of Agreement** hereof, by the Contractor due to a breach by the City, then the City shall pay the Contractor as provided in subsection (a) of this section.

(c) In the event of termination under subsection 5(c), **Early Termination of Agreement** hereof, by the City due to a breach by the Contractor, then the City shall pay the Contractor as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in section 7(a), **Remedies**.

(d) In the event of early termination all of the Contractor's work product will become and remain property of the City.

7. Remedies

(a) In the event of termination under subsection 5(c), **Early Termination of Agreement**, hereof, by the City due to a breach by the Contractor, then the City may complete the work either itself, by agreement with another contractor or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this contract, then the Contractor shall pay to the City the amount of the reasonable excess.

(b) The remedies provided to the City under section 5, **Early Termination of Agreement** and section 7, **Remedies** for a breach by the Contractor shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.

(c) In the event of breach of this Agreement by the City, then the Contractor's remedy shall be limited to termination of the Agreement and receipt of payment as provided in section 5(c), **Early Termination of Agreement** and section 6(b), **Payment on Early Termination** hereof.

8. Subcontracts and Assignment

Contractor shall not subcontract, assign or transfer any of the work scheduled under this agreement, without the prior written consent of the City. Notwithstanding City approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Contractor hereunder. The Contractor agrees that if subcontractors are employed in the performance of this Agreement, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

9. Compliance with Applicable Law

In connection with its activities under this Agreement, Contractor shall comply with all applicable federal, state and local laws and regulations. Contractor shall complete Exhibit B, Independent Contractor/Workers' Compensation Insurance Questionnaire, which is attached hereto and by this reference made a part hereof.

9a. Indemnity - Claims for Other than Professional Liability

Contractor shall defend, save, and hold harmless the City of Portland, its officers, agents, and employees, from all claims, suits, or actions of whatsoever nature, including intentional acts, resulting from or arising out of the activities of Contractor or its subcontractors, agents or employees under this agreement.

9b. Indemnity - Claims for Professional Liability

Contractor shall defend, save, and hold harmless the City of Portland, its officers, agents, and employees, from all claims, suits, or actions arising out of the professional negligent acts, errors or omissions of Contractor or its subcontractors and sub-consultants, agents or employees in performance of professional services under this agreement.

9c. Indemnity - Standard of Care

If Contractor's services involve engineering or consulting, the standard of care applicable to Contractor's service will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time such services are performed. Contractor will re-perform any services not meeting this standard without additional compensation.

10. Insurance

Exhibit C is hereby referenced and made a part of this contract.

11. Ownership of Work Product

All work products of the Contractor which result from this contract are the exclusive property of the City.

12. Nondiscrimination

Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans With Disabilities Act of 1990 (Pub L. No. 101-336) including Title II of that Act, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

13. Successors in Interest

The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns.

14. Severability

The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

15. Waiver

The failure of the City to enforce any provision of this contract shall not constitute a waiver by the City of that or any other provision.

16. Errors

The Contractor shall perform such additional work as may be necessary to correct errors in the work required under this contract without undue delays and without additional cost.

17. Governing Law

The provisions of this contract shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this contract must be brought in the appropriate court in Multnomah County Oregon.

18. Amendments

(a) The City and the Contractor may amend this Agreement at any time only by written amendment executed by the City and the Contractor. Unless otherwise provided, if the original contract required an ordinance, any amendment that increases the amount of compensation payable to the Contractor must be approved by ordinance of the City Council. If the original contract did not require an ordinance, the commissioner-in-charge may approve an amendment increasing the amount of compensation, provided the total contract price does not exceed the formal bid threshold amount set annually by the City Auditor. The Project Manager may agree to and execute any other amendment on behalf of the City.

(b) Any change in the Scope of Contractor Services shall be deemed an amendment subject to subsection (a).

19. Business License

The Contractor shall obtain a City of Portland business license as required by PCC 7.02.030 prior to beginning work under this Agreement. The Contractor shall provide a business license number in the space provided on page one of this Agreement.

20. Prohibited Interest

(a) No City officer or employee during his or her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

(b) No City officer or employee who participated in the award of this Agreement shall be employed by the Contractor during the period of the Agreement.

21. Payment to Vendors and Subcontractors

The Contractor shall timely pay all suppliers, lessors and contractors providing it services, materials or equipment for carrying out its obligations under this Agreement. The Contractor shall not take or fail to take any action in a manner that causes the City or any materials that the Contractor provides hereunder to be subject to any claim or lien of any person without the City's prior written consent.

Merger Clause

THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION, OR CHANGE IF MADE, SHALL BE EFFECTIVE ONLY IN SPECIFIC INSTANCES AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE OR SHE HAS READ THIS CONTRACT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

OPTIONAL PROVISIONS (selected by City Project Manager)

22. Arbitration: /___/ Not Applicable /___/ Applicable (consult with City Attorney's Office before finalizing as applicable)

(a) Any dispute arising out of or in connection with this Agreement, which is not settled by mutual agreement of the Contractor and the City within sixty (60) days of notification in writing by either party, shall be submitted to an arbitrator mutually agreed upon by the parties. In the event the parties cannot agree on the arbitrator, then the arbitrator shall be appointed by the Presiding Judge (Civil) of the Circuit Court of the State of Oregon for the County of Multnomah. The arbitrator shall be selected within thirty (30) days from the expiration of the sixty (60) day period following notification of the dispute. The arbitration, and any litigation arising out of or in connection with this Agreement, shall be conducted in Portland, Oregon, shall be governed by the laws of the State of Oregon, and shall be as speedy as reasonably possible. The applicable arbitration rules for the Multnomah County courts shall apply unless the parties agree in writing to other rules. The arbitrator shall render a decision within forty-five (45) days of the first meeting with the Contractor and the City. Insofar as the Contractor and the City legally may do so, they agree to be bound by the decision of the arbitrator.

(b) Notwithstanding any dispute under this Agreement, whether before or during arbitration, the Contractor shall continue to perform its work pending resolution of a dispute, and the City shall make payments as required by the Agreement for undisputed portions of work.

23. Progress Reports: /___/ Applicable /___/ Not Applicable

The Contractor shall provide monthly progress reports to the Project Manager. If applicable, Exhibit A should list what information the Contractor must include in monthly progress reports.

24. Contractor's Personnel: /___/ Applicable /___/ Not Applicable

The Contractor shall assign the following personnel to do the work in the capacities designated: If applicable, list selected personnel in Exhibit A.

**AGREEMENT FOR PROFESSIONAL, TECHNICAL, OR EXPERT SERVICES
EXHIBIT A**

**Statement of the Work
and
Payment Schedule**

EXHIBIT B
INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT

SECTION A

CONTRACTOR CERTIFICATION I, undersigned, am authorized to act on behalf of entity designated below, hereby certify that entity has current Workers' Compensation Insurance.

Signature _____ Date _____ Entity _____

If entity does not have Workers' Compensation Insurance, City Project Manager and Contractor complete the remainder of this form.

SECTION B

ORS 670.600 Independent contractor; standards. As used in various provisions of ORS Chapters 316, 656, 657, and 701, an individual or business entity that performs labor or services for remuneration shall be considered to perform the labor or services as an "independent contractor" if the standards of this section are met. The contracted work meets the following standards:

1. The individual or business entity providing the labor or services is free from direction and control over the means and manner of providing the labor or services, subject only to the right of the person for whom the labor or services are provided to specify the desired results;
2. The individual or business entity providing labor or services is responsible for obtaining all assumed business registrations or professional occupation licenses required by state law or local government ordinances for the individual or business entity to conduct the business;
3. The individual or business entity providing labor or services furnishes the tools or equipment necessary for performance of the contracted labor or services;
4. The individual or business entity providing labor or services has the authority to hire and fire employees to perform the labor or services;
5. Payment for the labor or services is made upon completion of the performance of specific portions of the project or is made on the basis of an annual or periodic retainer.

Project Manager Signature

Date

SECTION C

Independent contractor certifies he/she meets the following standards:

1. The individual or business entity providing labor or services is registered under ORS Chapter 701, if the individual or business entity provides labor or services for which such registration is required;
2. Federal and state income tax returns in the name of the business or a business Schedule C or form Schedule F as part of the personal income tax return were filed for the previous year if the individual or business entity performed labor or services as an independent contractor in the previous year; and
3. The individual or business entity represents to the public that the labor or services are to be provided by an independently established business. Except when an individual or business entity files a Schedule F as part of the personal income tax returns and the individual or business entity performs farm labor or services that are reportable on Schedule C, an individual or business entity is considered to be engaged in an independently established business when four or more of the following circumstances exist. Contractor check four or more of the following:

- _____ A. The labor or services are primarily carried out at a location that is separate from the residence of an individual who performs the labor or services, or are primarily carried out in a specific portion of the residence, which portion is set aside as the location of the business;
- _____ B. Commercial advertising or business cards as is customary in operating similar businesses are purchased for the business, or the individual or business entity has a trade association membership;
- _____ C. Telephone listing and service are used for the business that is separate from the personal residence listing and service used by an individual who performs the labor or services;
- _____ D. Labor or services are performed only pursuant to written contracts;
- _____ E. Labor or services are performed for two or more different persons within a period of one year; or
- _____ F. The individual or business entity assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

Contractor Signature

Date

EXHIBIT C

INSURANCE (The Project Manager must answer and initial 2, 3, and 4 below).

During the term of this contract Contractor shall maintain in force at its own expense, each insurance noted below:

1. Workers Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers (contractors with one or more employees, unless exempt under ORS 656.027).

-
2. _____ Required and attached or Waived by City Attorney : _____

General Liability insurance with a combined single limit of not less than \$500,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this contract, and shall provide that City of Portland, and its agents, officers, and employees are Additional Insured but only with respect to the Contractor's services to be provided under this Contract:

3. _____ Required and attached or Waived by City Attorney : _____

Automobile Liability insurance with a combined single limit of not less than \$500,000 each occurrence for Bodily Injury and Property Damage, including coverage for owned, hired, or nonowned vehicles, as applicable:

4. _____ Required and attached or Waived by City Attorney : _____

Professional Liability insurance with a combined single limit of not less than \$1,000,000 each claim, incident, or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this contract.

5. On all types of insurance. There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without 30-days written notice from the Contractor or its insurer(s) to the City.
6. Certificates of insurance. As evidence of the insurance coverages required by this contract, the Contractor shall furnish acceptable insurance certificates to the City at the time contractor returns signed contracts. The certificate will specify all of the parties who are Additional Insured and will include the 30-day cancellation clause that provides that the insurance shall not terminate or be cancelled without 30 days written notice first being given to the City Auditor. Insuring companies or entities are subject to City acceptance. If requested, complete policy copies shall be provided to the City. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.