



**REQUEST FOR PROPOSALS:
COMMUNITY STREETCAR COALITION
EXECUTIVE DIRECTOR SERVICES**

COMMUNITY STREETCAR COALITION

**ISSUED: APRIL 19, 2021
RESPONSES DUE: MAY 14, 2021 5PM, PST.**

Evaluation of proposals will be conducted from May 17, 2021 until May 31, 2021. If additional information or discussions are needed with any proposers during this window the proposer(s) will be notified.

The selection decision for the successful proposal will be made no later than June 4, 2021.

Upon notification, the contract negotiation with the successful proposal will begin immediately. Contract negotiations will be completed by June 25, 2021.

Notifications to proposers who were not selected will be completed by May 31, 2021.

1. SUMMARY AND BACKGROUND

The Community Streetcar Coalition (CSC) is a 501c3 non-profit dedicated to advancing and supporting streetcar transit service in North America. The CSC seeks the services of a contracted Executive Director or team of contracted personnel to develop and implement member-driven programs and policies and to advance streetcar policy and funding in North America.

The Executive Director will be responsible for all activities of the CSC and will work to implement the mission and programs as identified by the CSC Board of Directors and/or the Management Committee, and others as appropriate. Typical work products will include membership communications, industry support and promotion (including website and social media presence), event planning for in-person and/or virtual conferences, education and professional development, publication of research and best practices, and financial management/record keeping for the 501c3 non-profit organization. The CSC's annual budget is wholly dependent upon membership dues and event sponsorship, and it is the responsibility of the Executive Director to solicit and collect dues and sponsorships from existing and future members. Typical annual budgets for the CSC, including expenses for an in-person summit, have typically been in the range of \$175,00 to \$225,000 depending on the year and member support. Currently, the CSC maintains a cash reserve approximately equivalent to its annual budget.

The purpose of this Request for Proposal (RFP) is to solicit proposals from firms or individuals interested providing the services described below in Attachment A "Scope of Work", and to select the candidate or team who best represents the direction of the Community Streetcar Coalition (CSC).

2. PROPOSAL GUIDELINES

This Request for Proposal represents the requirements for an open and competitive process. Proposals will be accepted until 5pm PST May 14, 2021. Any proposals received after this date and time will be returned to the sender. All proposals must be signed by an official agent or representative of the company submitting the proposal.

If the organization or individual submitting a proposal must outsource or contract any work to meet the requirements contained herein, this must be clearly stated in the proposal. Additionally, all costs included in proposals must be all-inclusive to include any outsourced or contracted work. Any proposals which call for outsourcing or contracting work must include a name and description of the organizations being contracted with.

Conversely, an individual or team of individuals may submit a proposal in which case the names and roles of each individual must be made explicit in the proposal. In addition, the proposal shall identify any organizational structure or reporting relationships that will help the CSC best understand how the work will be accomplished, and by whom, and to clearly identify the accountable person(s).

Contract terms and conditions will be negotiated upon selection of the winning proposer for this RFP. A *sample contract* is attached for informational purposes. All contractual terms and conditions will be subject to review by the CSC and will include scope, budget, schedule, and other necessary items pertaining to the project.

3. REQUEST FOR PROPOSAL AND PROJECT TIMELINE

Request for Proposal Timeline:

All proposals in response to this RFP are due no later than 5pm PST on May 14, 2021.

Clarifying questions should be directed to the CSC Board Chair Ethan Melone, via email (ethan.melone@parsons.com) or by phone, (M: +1 206.475.4359). Every effort will be made to share the questions, and answers with potential proposers. To that end, individuals or firms that are considering submitting a proposal should alert the CSC via Ethan Melone so all questions and answers or changes to the RFP can be shared with interested parties. Updates to this solicitation will be posted on the Community Streetcar Coalition website (if necessary) <https://www.streetcarcoalition.org/>

Evaluation of proposals will be conducted from May 17, 2021 until May 31, 2021. If additional information or discussions are needed with any proposers during this window the proposer(s) will be notified.

The selection decision for the successful proposal will be made no later than June 4, 2021.

Upon notification, the contract negotiation with the successful proposal will begin immediately. Contract negotiations will be completed by June 25, 2021.

Notifications to proposers who were not selected will be completed by May 31, 2021.

Project Timeline:

The CSC would like to have a contract for Executive Director Services in place for Fiscal Year 21/22 by July 1, 2021. The successful Proposer will have the opportunity to enter in to a two (2) year contract with the CSC with options for additional years as deemed necessary by the CSC and the Proposer. Any substantive changes to the scope of work, duties or personnel may result in a renegotiated contract.

4. LEVEL OF EFFORT

The CSC anticipates that the level of effort to provide the services will be in the range of 500 to 1000 hours per year, but proposers are responsible to develop a proposed approach and level of effort to provide the Basic Services. Proposers should provide a fully scoped budget

which reflects their proposed level of effort required to perform the tasks included here within with actual costs with the expectation that additional work products can and will be added to the scope as budget allows. The proposal should clearly identify hourly rates or fees of key personnel, expected hours per month or year, supporting contracts as deemed necessary by the proposer, and any applicable overhead costs not explicitly included in the hourly rates (if any).

5. PROPOSER QUALIFICATIONS AND APPROACH

Proposers should provide the following items as part of their proposal for consideration:

- Description of experience in advocating for and supporting the transit industry (or a similar industry); experience in a leadership position with non-profit agency or small business; and any experience specific to streetcar systems, supporting the streetcar industry or transportation advocacy in general.
- Examples of two or more similar projects, or relevant work samples.
- Anticipated resources you will assign to this project (total number of FTE, roles, titles, experience) and a cost proposal or worksheet.
- Detailed description of how the work will be accomplished collaboratively with the input and oversight of the CSC Board of Directors and members.
- Proposers should identify where the work will be performed. The CSC is incorporated in Washington, D.C., but has no physical office location and its members are distributed across the United States (final contract terms regarding applicable state laws may be dictated by location)
- Any other information deemed relevant by the Proposer or suggestions of a modified scope of work which achieves a similar outcome.

6. PROPOSAL EVALUATION CRITERIA

The CSC will evaluate all proposals based on the criteria set forth below. To ensure consideration for this Request for Proposal, your proposal should be complete and include all of the following criteria:

- Overall proposal suitability: proposed solution(s) must meet the scope and needs included herein and be presented in a clear and organized manner (20 points)
- Organizational Experience: Proposers will be evaluated on their experience as it pertains to the scope of this project. (20 points)
- Value and cost: Proposers will be evaluated on the cost of their solution(s) based on the work to be performed in accordance with the scope of this project. (20 points)
- Technical expertise and experience: Proposers must provide descriptions and documentation of staff technical expertise and experience. (20 points)
- Innovation and ingenuity regarding the future of the CSC and adaptation of existing or future programs or member benefits. (20 points)

Each proposer must submit 1 electronic copy of their proposal to the email address below by 5pm PST, May 14, 2021.

ethan.melone@parsons.com

A sample contract is included here as Attachment B "Sample Contract."

ATTACHMENT A: SCOPE OF WORK

The following work products and scope are considered to be the required elements of this contract; however it will be the responsibility of the Executive Director to shape a workplan to best meet the needs of the members and to be flexible in deploying resources. The Executive Director can choose to perform all tasks or use sub-contractors to perform work as needed.

Task 1: Manage the Community Streetcar Coalition Organization

- Prepare an annual budget and provide bi-monthly updates to CSC Board of Directors
- Develop a strategic plan including targets for the total funding and expenditure levels of the CSC and strategies to achieve these targets
- Communicate with the CSC Executive Committee (Chair, Vice-Chair, Treasurer & Immediate Past Chair) to develop agenda for monthly meetings of the CSC Board of Directors/Management Committee (held as virtual on-line meetings)
- Send annual membership dues invoices and collect payments to the CSC for deposit into the CSC bank account
- Convene and lead Management/Board meetings; prepare and circulate agendas and minutes
- Solicit nominations for CSC Executive Committee and Board/Management Committee participation; manage Nominations Subcommittee
- Participate in the planning for and conduct of other meetings of the CSC as needed, including bi-monthly Virtual Summits open to all members of the CSC.
- Develop and maintain a system financial record-keeping and tax filing on behalf of the CSC.

Advocacy and Communication

- The ED shall develop and implement an advocacy agenda and program on behalf of the CSC membership. Typical work products include publication of stories or events on the CSC website (www.streetcarcoalition.org), targeted communications to industry leaders and activists, or providing resources to members to more effectively advocate for their interests at the local or national levels.
- Maintain a robust and active online presence including regular streetcar or transit updates on the CSC website and through social media. Curate social media presence to support members and educate decision makers and to promote the streetcar industry.
- Develop and promote educational materials, fact sheets, annual reports, or other similar products aimed at educating and promoting streetcar service and the values of the CSC membership.
- Interface with similar organizations to maximize membership benefits and cross-industry education or training opportunities (i.e., APTA, APTA Streetcar, Rail~Volution, NABSA).

Membership Engagement and Support

- Coordinate peer exchanges for project sponsors seeking to learn from operating streetcar cities (in person, or virtual).
- Plan and deploy the annual Streetcar Summit (typically in-person) including securing hotel, meals/snacks, developing agenda, identifying speakers, coordinating off-site tours, event promotion and marketing or any other activity deemed necessary for a successful meeting/summit. The ED shall present a strategy to the CSC Management team and work collaboratively to fundraise and budget for the summit-related direct expenses as needed.
- Prepare bi-monthly federal legislative/regulatory update for presentation to CSC
- Coordinate delegations to Washington, DC or elsewhere to educate and inform law-makers on the value of streetcar.
- Provide a venue (in person or virtual) for ongoing membership education and professional development including opportunities for webinars, speakers, training or other similar programs.
- Develop a recommended plan for recruitment of new CSC members and support the Board in implementing the plan through a coordinated outreach and education effort.

ATTACHMENT B: SAMPLE CONTRACT

**COMMUNITY STREETCAR COALITION
PERSONAL SERVICES AGREEMENT**

AN AGREEMENT dated and effective this ____ day of _____, 20__ by and between the COMMUNITY STREETCAR COALITION ("CSC") a Washington, D.C. based not-for profit corporation and _____ ("Provider").

WHEREAS, CSC and Provider believe it in their respective and mutual interests to enter into a written Agreement setting out their understandings concerning Provider's provision of services related to _____ ("Project").

1. Term

This Agreement shall run from _____, 20__ through and including _____, 20__ unless sooner terminated under the provisions of this Agreement and may be extended for additional periods as agreed to by the parties.

2. Provider's Service

The scope of Provider's services and time of performance under this Agreement are set forth in Exhibit "A". All provisions and covenants contained in said exhibit are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth. Any conflict between this Agreement and Provider's proposal (if any) shall be resolved first in favor of this written contract. Provider will, in the rendering of its services to CSC, use its best efforts and due diligence and provide such personnel as are necessary to successfully provide the services covered under this Agreement (including Exhibit "A").

3. Provider Identification

Provider shall furnish to CSC Provider's employer identification number, as designated by the Internal Revenue Service or, if the Internal Revenue Service has designated no employer identification number, Provider's Social Security number.

4. Compensation

Total compensation for the Base Services shall be as set out in Exhibit "A." Provider will invoice CSC monthly, providing a record of labor hours and direct expenses by activity, together with a monthly progress report on activities. CSC will also compensate Provider at the rates set forth in Exhibit "A" for Additional Services, which shall be pre-authorized in writing by an authorized representative of the CSC. The CSC shall pay invoices within thirty days of receipt.

Provider certifies that a) The invoice is a true, complete and correct statement of reimbursable costs and progress; b) The backup information included with the invoice is true, complete and correct in all material respects; c) All payments due and owing to subcontractors and suppliers have been made; d) Timely payments will be made to subcontractors and suppliers from the proceeds of the payments from CSC to the Provider

and; e) The invoice does not include any amount which Provider intends to withhold or retain from a subcontractor or supplier unless so identified on the invoice.

5. Project Managers

CSC Project Manager is XXXXXX Provider's Project Manager is _____.
Each party shall give the other written notification of any change in their respective Project Manager.

6. Project Information

Provider agrees to share all project information, to fully cooperate with all corporations, firms, contractors, governmental entities and persons involved in or associated with Project. No information, news or press releases related to Project shall be made to representatives of newspapers, magazines, television and radio stations, or any other news medium without the prior authorization of CSC Project Manager.

7. Duty to Inform

Provider shall give prompt written notice to CSC's Project Manager if, at any time during the performance of this contract, Provider becomes aware of actual or potential problems, faults or defects in the project, any nonconformity with the contract, or with any federal, state, or local law, rule or regulation, or has any objection to any decision or order made by CSC. Any delay or failure on the part of CSC to provide a written response to Provider shall constitute neither agreement with nor acquiescence in Provider's statement or claim and shall not constitute a waiver of any of CSC's rights.

8. Provider is Independent Contractor

Provider is an independent contractor for all purposes and shall be entitled to no compensation other than the compensation expressly provided by this contract. Provider hereby expressly acknowledges and agrees that as an independent contractor, Provider is not entitled to indemnification by the CSC or the provision of a defense by the CSC under the terms of (Location TBD) otherwise. This acknowledgment by Provider shall not affect his/her independent ability (or the ability of his/her insurer) to assert the monetary limitations found at (Location TBD), the immunities listed at (Location TBD), or other limitations affecting the assertion of any claim under the terms of the (Location TBD), Tort Claims Act

9. Indemnity and Insurance

- i. Indemnity: Provider acknowledges responsibility for any and all liability arising out of the performance of this Agreement and shall hold CSC harmless from and indemnify and defend CSC for any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Provider's acts, omissions, activities or services in the course of performing this contract.
- ii. Liability Insurance: Provider shall maintain occurrence form commercial general liability and automobile liability insurance for the protection of Provider, CSC, its Councilors, officers, agents and employees. Coverage shall include personal injury, bodily injury (including death) and broad form property damage, including loss of use of property,

occurring in the course of or in any way related to Provider's operations, in an amount not less than Two Million Dollars (\$2,000,000.00) combined single limit per occurrence. Such insurance shall name CSC as an additional insured.

- iii. Workers' Compensation Coverage: Provider certifies that Provider has qualified for State of (Location TBD), Workers' Compensation coverage for all Provider's employees who are subject to Oregon's Workers' Compensation statute, either as a carrier-insured employer as provided by ORS 656.407, or as a self-insured employer. Provider shall provide to CSC within ten (10) days after Agreement award a certificate of insurance evidencing coverage of all subject workers under (Location TBD), Workers' Compensation statutes insured by an insurance company satisfactory to CSC, if any. The certificate and policy shall indicate that the policy shall not be terminated by the insurance carrier without thirty (30) days' advance written notice to CSC. A copy of the certificate of self-insurance issued by the State shall be provided to CSC if the Provider is self-insured.
- iv. Certificates: Provider shall furnish CSC certificates evidencing the date, amount, and type of insurance required by this contract. All policies will provide for not less than thirty (30) days' written notice to CSC before they may be canceled.
- v. Primary Coverage: The coverage provided by insurance required under this Agreement shall be primary, and any other insurance carried by CSC shall be excess.

10. Work is Property of CSC

All work, including but not limited to documents, drawings, papers, computer programs and photographs performed or produced by Provider under this Agreement shall be the property of CSC.

11. Law of (Location TBD),

The Agreement shall be governed by the laws of the State of (Location TBD),. Venue shall be in (Location TBD)

12. Errors

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

13. Extra or Changes in Work

Only the Project Manager may authorize extra (and/or change) work. Failure of Provider to secure authorization for extra work shall constitute a waiver of all right to adjustment in the Agreement price or Agreement time due to such unauthorized extra work and Provider thereafter shall be entitled to no compensation whatsoever for the performance of such work.

14. Successors and Assignments

- i. Both CSC and Provider bind themselves and any partner, successor, executor, administrator, or assign to this contract.
- ii. Neither CSC nor Provider shall assign or transfer their interest or obligation hereunder in this Agreement without the written consent of the others. Provider must seek and obtain CSC's written consent before subcontracting any part of the work required of Provider under this contract. Any assignment, transfer, or subcontract attempted in violation of this subparagraph shall be void.

15. Records

- i. Provider shall retain all books, documents, papers, and records that are directly pertinent to this Agreement for at least three years after CSC makes final payment on this Agreement and all other pending matters are closed.
- ii. Provider shall allow CSC (or any of its authorized representatives) to audit, examine, copy, take excerpts from or transcribe any books, documents, papers, or records that are subject to the foregoing retention requirement.

16. Breach of Contract

- i. Provider shall remedy any breach of this Agreement within the shortest reasonable time (not more than thirty (30) days) after Provider has actual notice of the breach, CSC notifies Provider of the breach or thirty days whichever is earlier. If Provider fails to timely remedy a breach consistent with this paragraph, CSC may terminate that part of the Agreement affected by the breach upon written notice to Provider, may obtain substitute services in a reasonable manner and may recover from Provider the amount by which the price for those substitute services exceeds the price for the same services under this contract.
- ii. If the breach is material and Provider fails to remedy the breach in accordance with this paragraph, CSC may declare Provider in default and pursue any remedy available for a default.
- iii. Pending a decision to terminate all or part of this contract, CSC unilaterally may order Provider to suspend all or part of the services under this contract. If CSC terminates all or part of the Agreement pursuant to this paragraph, Provider shall be entitled to compensation only for services rendered prior to the date of termination, but not for any services rendered after CSC ordered suspension of those services. If CSC suspends certain services under this Agreement and later orders Provider to resume those services, Provider shall be entitled to reasonable damages actually incurred, if any, as a result of the suspension.
- iv. To recover amounts due under this paragraph, CSC may withhold from any amounts owed by CSC to Provider, including but not limited to, amounts owed under this or any other Agreement between Provider and CSC.

17. Mediation/ Trial without a jury

Should any dispute arise between the parties to this Agreement concerning their respective obligations of either or the terms hereof, it is agreed that such dispute will be submitted to a mediator prior to any litigation and the parties hereby expressly agree that no claim or dispute arising under the terms of this Agreement shall be resolved other than first through mediation and only in the event said mediation efforts fail, through litigation. The parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both parties. Mediation will be conducted in Portland, Oregon, unless both parties agree in writing otherwise. Both parties agree to exercise good faith efforts to resolve disputes covered by this section through this mediation process. If one party requests mediation and the other party fails to respond within ten (10) days or if the parties fail to agree on a mediator within ten (10) days, a mediator shall be appointed by the presiding judge of the Multnomah County Circuit Court upon the request of either party. Any litigation arising under or as a result of this Agreement shall be tried to the court without a jury. CSC and Provider agree to be responsible

for payment of their respective professional and expert fees, including attorneys' fees in both mediation and litigation.

18. Termination for Convenience

CSC may terminate all or part of this Agreement at any time for its own convenience by written notice to Provider. Upon termination under this paragraph, Provider shall be entitled to compensation for all services rendered prior to actual notice of the termination or the receipt of the CSC's written notice of termination, whichever is earlier, plus Provider's reasonable costs actually incurred in closing out the contract.

19. Intellectual Property

The interest in any intellectual property, including but not limited to copyrights and patents of any type, arising from the performance of this Agreement shall vest in the CSC. Provider shall execute any assignment or other documents necessary to effect this paragraph. Provider may retain a nonexclusive right to use any intellectual property that is subject to this paragraph. Provider shall transfer to the CSC any data or other tangible property generated by Provider under this Agreement and necessary for the beneficial use of intellectual property covered by this paragraph.

20. Payment of Claims by the CSC

If Provider fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Provider or a subcontractor by any person in connection with this Agreement as the claim becomes due, the CSC may pay the claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to Provider pursuant to this contract. The CSC's payment of a claim under this Paragraph shall not relieve Provider or Provider's surety, if any, from responsibility for those claims.

21. Hours of Labor

Provider shall pay employees for overtime work performed under the terms of this Agreement in accordance with (Location TBD), and the Fair labor standards Act of 1938. (29 USC §§ 201 *et. seq.*)

22. Workers' Compensation

Provider is a subject employer that will comply with ORS 656.017. Provider warrants that all persons engaged in contract work and subject to the (Location TBD), Workers' Compensation law are covered by a workers' compensation plan or insurance policy that fully complies with (Location TBD), law. Provider shall indemnify CSC for any liability incurred by CSC as a result of Provider's breach of the warranty under this Paragraph.

23. Modification

Any modification of the provisions of this Agreement shall be reduced to writing and signed by authorized agents of CSC and Provider.

24. No Waiver of Legal Rights

A waiver by a party of any breach by the other shall not be deemed to be a waiver of any

subsequent breach.

25. No Third Party Beneficiary. By execution of this Agreement, the parties do not intend there be any third-party beneficiary of the rights or obligations created herein.

26. Integration

This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the same subject.

COMMUNITY STREETCAR COALITION _____ CSC BOARD CHAIR	
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