

A G E N D A

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**METRO**

MEETING: METRO COUNCIL REGULAR MEETING  
DATE: February 28, 2002  
DAY: Thursday  
TIME: 2:00 PM  
PLACE: Metro Council Chamber

**CALL TO ORDER AND ROLL CALL**

**1. INTRODUCTIONS**

**2. CITIZEN COMMUNICATIONS**

**3. SOUTH CORRIDOR STUDY BRIEFING**

**4. CONSENT AGENDA**

**4.1** Consideration of Minutes for the February 14, 2002 Metro Council Regular Meeting.

**5. ORDINANCES - FIRST READING**

**5.1** **Ordinance No. 02-939**, For the Purpose of Amending Metro Code Chapter 7.01 to Amend the Metro Excise Tax to Provide Revenues for Metro's Regional Parks and Greenspaces Programs. Burton

**6. ORDINANCES - SECOND READING**

**6.1** **Ordinance No. 02-933**, For the Purpose of Amending Metro Code Chapter 5.01 to Provide for the Regulation of Chipping or Grinding of Wood Waste at a Facility that is Otherwise Regulated by Metro. Atherton

**6.2** **Ordinance No. 02-934**, For the Purpose of Amending the FY 2001-02 Budget and Appropriations Schedule Transferring \$31,000 from Contingency to Operating Expenses in the Building Management Fund, and Declaring an Emergency. Bragdon

7        **RESOLUTIONS**

- 7.1        **Resolution No. 02-3146B**, For the Purpose of Encouraging the Procurement of Wood Products from Sustainable Sources and Promoting the Sustainable Forest Product Industry.        Burkholder
- 7.2        **Resolution No. 02-3147**, For the Purpose of Reallocating a Portion of the Multnomah County Local Share Funds from the Metro Open Spaces Bond.        Atherton
- 7.3        **Resolution No. 02-3155**, For the Purpose of Appointing Donald Olson and Elizabeth Tucker and Reappointing Scott Seibert to the Metro Committee for Citizen Involvement (MCCI).        Monroe
- 7.4        **Resolution No. 02-3166**, For the Purpose of Approving Portland Regional Federal Transportation Priorities for FFY 2003 Appropriations.        Monroe

8.        **CONTRACT REVIEW BOARD**

- 8.1        **Resolution No. 02-3154**, For the purpose of Exempting from Competitive Bidding Requirements and Authorizing Release of RFP 02-1005-ZOO for Soft Drink and Bottled Beverages at the Oregon Zoo.        Monroe
- 8.2        **Resolution No. 02-3158A**, For the Purpose of Exempting From Competitive Bidding Requirements and Authorizing Release of RFP 02-1004-ZOO for PBX Replacement at the Oregon Zoo.        Monroe

9.        **EXECUTIVE SESSION HELD PURSUANT TO ORS 192.660(1)(e).  
DELIBERATIONS WITH PERSONS DESIGNATED TO  
NEGOTIATE REAL PROPERTY TRANSACTION**

- 9.1        **Resolution No. 02-3159**, For the Purpose of Authorizing the Executive Officer to Purchase the Taber Property as an Addition to Howell Territorial Park.        McLain
- 9.2        **Resolution No. 02-3162**, For the Purpose of Authorizing the Executive Officer to Purchase the Sho International Property in the Willamette Narrows Section of the Willamette River Greenway Target Area.        Atherton

10.       **COUNCILOR COMMUNICATION**

**ADJOURN**

**Cable Schedule for Week of February 28, 2002**

	Sunday (3/3)	Monday (3/4)	Tuesday (3/5)	Wednesday (3/6)	Thursday (2/28)	Friday (3/1)	Saturday (3/2)
<b>CHANNEL 11</b> <b>(Community Access Network)</b> (most of Portland area)		4:00 PM				2:00 PM (previous meeting)	
<b>CHANNEL 21</b> <b>(TVCA)</b> (Washington Co., Lake Oswego, Wilsonville)					1:00 AM		
<b>CHANNEL 30</b> <b>(TVCA)</b> (NE Washington Co. - people in Wash. Co. who get Portland TCI)					1:00 AM		
<b>CHANNEL 30</b> <b>(CityNet 30)</b> (most of City of Portland)	8:30 P.M.	8:30 PM					
<b>CHANNEL 30</b> <b>(West Linn Cable Access)</b> (West Linn, Rivergrove, Lake Oswego)	4:30 PM			5:30 AM	1:00 PM 5:30 PM	3:00 PM	
<b>CHANNEL 33</b> <b>(ATT Consumer Svcs.)</b> (Milwaukie)		10:00 AM 2:00 PM 9:00 PM					

**PLEASE NOTE THAT ALL SHOWING TIMES ARE TENTATIVE BASED ON THE INDIVIDUAL CABLE COMPANIES' SCHEDULES. PLEASE CALL THEM OR CHECK THEIR WEB SITES TO CONFIRM SHOWING TIMES.**

<b>Portland Cable Access</b>	<a href="http://www.pcatv.org">www.pcatv.org</a>	<b>(503) 288-1515</b>
<b>Tualatin Valley Cable Access</b>	<a href="http://www.tvca.org">www.tvca.org</a>	<b>(503) 629-8534</b>
<b>West Linn Cable Access</b>	<a href="http://www.ci.west-linn.or.us/CommunityServices/htmls/wltvsked.htm">www.ci.west-linn.or.us/CommunityServices/htmls/wltvsked.htm</a>	<b>(503) 722-3424</b>
<b>Milwaukie Cable Access</b>		<b>(503) 654-2266</b>

Agenda items may not be considered in the exact order. For questions about the agenda, call Clerk of the Council, Chris Billington, 797-1542. Public Hearings are held on all ordinances second read and on resolutions upon request of the public. Documents for the record must be submitted to the Clerk of the Council to be considered included in the decision record. Documents can be submitted by email, fax or mail or in person to the Clerk of the Council. For assistance per the American Disabilities Act (ADA), dial TDD 797-1804 or 797-1540 (Council Office).

**Agenda Item Number 4.1**

**Consideration of the February 14, 2002 Regular Metro Council Meeting minutes.**

**Metro Council Meeting  
Thursday, February 28, 2002  
Metro Council Chamber**

## MINUTES OF THE METRO COUNCIL MEETING

February 14, 2002

Metro Council Chamber

**Councilors Present:** Carl Hosticka (Presiding Officer), Susan McLain, Rod Park, Bill Atherton, David Bragdon, Rod Monroe, Rex Burkholder

**Councilors Absent:**

Presiding Officer Hosticka convened the Regular Council Meeting at 2:06 p.m.

### 1. INTRODUCTIONS

There were none.

### 2. CITIZEN COMMUNICATIONS

**Kathryn Krygier**, representing Citizens for Sensible Development, spoke to Urban Reserve Number 47 explaining where this area was and noted transportation issues. She said there was only one access to the site. She asked the Council for assistance in solving the access issue. She provided an overview of the estimated neighborhood sizes impacted by development, a copy of which is attached to and incorporated into the permanent record of this meeting. She stated there was no opposition to the development and growth of this area only that transportation needed to be adequately addressed. She identified access, floodplains and developments, and indicated that this issue was currently being addressed by the King City Council. **Presiding Officer Hosticka** explained the Council's position in the process of considering expansion of the Urban Growth Boundary. **Councilor Park** suggested going to the Metro Planning staff and determining whether an administrative or legislative process should be pursued.

**LuRee Krygier**, 13070 SW Jacob Court, Tigard, OR 97224, spoke, a copy of her testimony is attached to and incorporated into the permanent record of this meeting. She further addressed a letter from Ed Sullivan, legal counsel with Preston, Gates, and Ellis, representing neighborhood residents. A copy of that letter and an original petition signed by over 100 citizens from the area are attached to and incorporated into the permanent record of this meeting. **Presiding Officer Hosticka** asked Mr. Cooper, Legal Counsel, how to proceed. **Mr. Cooper** said he would review Mr. Sullivan's submittal and advise the Council. **Presiding Officer Hosticka** said he was scheduled to address the King City residents about this site.

### 3. CENTRAL COMMUNITY ENHANCEMENT GRANTS

**Councilor Burkholder** introduced Leann Linson, Regional Environmental Management Division Manager, and Lee Stapleton, Metro Central Enhancement Committee member. **Mr. Stapleton** addressed and summarized the grants that had been requested and awarded. There were \$181,000 in grants awarded. **Councilor Burkholder** noted what a pleasure it was to work with the committee, and thanked all committee members for their hard work.

#### 4. AUDITOR COMMUNICATION

**Alexis Dow**, Auditor, presented the FY 2001 Financial Statement Audit, a copy of which is attached to and incorporated into the permanent record of this meeting. She introduced **Bob Henry** and **Chris Rogers** of KPMG, and **Don Cox**, Metro Accounting Manager. She explained financial statements are important because they provide information about Metro's use of resources. KPMG audited Metro's financial statements and declared them "clean." **Mr. Henry** said KPMG's responsibilities were to provide an independent audit report on compliance and internal control over the financial reporting based on general purpose financial statements performed in accordance with government auditing standards. There are six processes that the audit firm reviewed, identified key controls and tested the controls. He proposed no significant audit adjustments. Metro has met the test. **Mr. Cox** acknowledged **Karla Lenox** and staff who worked to complete the Comprehensive Annual Financial Report. He briefly reviewed the CAFR. His remarks can be found in the introductory section of the report. **Councilor Bragdon** asked if GASB 34 changed KPMG's scope of work. **Mr. Henry** said it did not effect their report this year, as GASB 34 and 38 will be in effect next year. In answer to **Councilor Burkholder's** question, **Mr. Henry** said affiliated activities did not affect GASB 34. **Mr. Cox** offered to brief **Councilor Burkholder** on this issue. **Councilor Atherton** commented that a clean report was critical for bond holders.

#### 5. MPAC COMMUNICATIONS

**Presiding Officer Hosticka** said at the February 13, 2002, MPAC meeting a report had been provided on MetroScope, which was followed by subcommittees discussion groups. Resolution No. 01-3163, on this Council meeting's agenda was discussed, but a recommendation was not made. **Councilor Park** said the subregional needs recommendation would have to be completed earlier than originally planned, and is due by March 1, 2002.

#### 6. OGC BRIEFING ON EFFECTS OF ANTI-DENSITY MEASURES

**Presiding Officer Hosticka** asked that **Mr. Cooper** brief Council on Measure 26-11 when discussing agenda item 9.2. - Resolution No. 02-3163..

#### 7. CONSENT AGENDA

7.1 Consideration of minutes of the February 7, 2002 Regular Council Meeting.

**Motion:** **Councilor McLain** moved to adopt the meeting minutes of the February 7, 2002, Regular Council meeting.

**Seconded:** **Councilor Bragdon** seconded the motion.

**Vote:** The vote was 7 aye/ 0 nay/ 0 abstain, and the motion passed.

#### 8. ORDINANCES - FIRST READING

8.1 **Ordinance No. 02-933**, For the Purpose of Amending Metro Code Chapter 5.01 to Provide for the Regulation of Chipping or Grinding of Wood Waste at a Facility that is Otherwise Regulated by Metro.

**Presiding Officer Hosticka** assigned Ordinance No. 02-933 to the Solid Waste and Recycling Committee.

**8.2 Ordinance No. 02-937, For the Purpose of Amending Metro Code Chapter 5.04 Related to Supporting Markets or Recycling Materials and Making Related Changes to Metro Code Chapter 2.19 to Establish a Recycling Business Assistance Advisory Committee.**

**Presiding Officer Hosticka** assigned Ordinance No. 02-937 to the Solid Waste and Recycling Committee. **Councilor McLain** expressed her concerns about this ordinance.

## **9. RESOLUTIONS**

**9.1 Resolution No. 02-3152, For the Purpose of Adopting a Filing Fee for Minor Adjustments to the Urban Growth Boundary.**

**Motion:** **Councilor McLain** moved to adopt Resolution No. 02-3152.

**Seconded:** **Councilor Bragdon** seconded the motion.

**Councilor McLain** reviewed Resolution No. 02-3152, explaining it had passed out of the Community Planning Committee on a vote of 7/0, with the fee for minor adjustments being \$1000, with any unused portion returned to the applicant.

**Vote:** The vote was 7 aye/ 0 nay/ 0 abstain, and the resolution passed.

**9.2 Resolution No. 02-3163, For the Purpose of Submitting to the Voters an Amendment to the Metro Charter Requiring Protection of Existing Single Family Neighborhoods, Cost Impact Statements Regarding Urban Growth Boundary Amendments, and Notice to Affected Neighborhoods.**

**Motion:** **Councilor Burkholder** moved to adopt Resolution No. 02-3163.

**Seconded:** **Councilor Bragdon** seconded the motion.

**Councilor Burkholder** introduced Resolution No. 02-3163, which is an alternative measure to Measure 26-11, because it protects the livability of the region which is a key component of Metro's efforts. He explained Measure 26-11 was poorly written and his proposed legislation includes protection of single-family neighborhoods; cost impact statements regarding UGB amendments; and notice requirements impacting housing within one mile of affected neighborhoods. A copy of his remarks are attached to and included in the permanent record of this meeting. **Presiding Officer Hosticka** recessed the Council for five minutes to discuss the latest version of Councilor Burkholder's legislation. He re-called the Council and asked Mr. Cooper to explain Measure 26-11, and indicate how Resolution No. 02-3163 would address flaws in Measure 26-11.

**Mr. Cooper** explained, working with the actual documents on file with the Elections Office, that Measure 26-11 was filed in January 2000, but did not qualify for the November ballot, so it was placed on the next ballot of May 2002. It prohibits the Council from adopting requirements for

cities or counties to increase housing densities or adopt minimum density requirements on residential land, and requires the Council to also immediately repeal any existing Metro ordinances or portions which establish minimum densities or minimum density requirements, or which require cities or counties to increase housing densities or adopt minimum density requirements on residential land within the city or county. It defines residential land as being all land zoned in a manner which will allow the siting of housing, including but not limited to residential zones or mixed zones allowing residential use. It also requires that prior to any city or county adopting amendments to their comprehensive plans or zoning ordinances to increase housing densities or to adopt minimum density requirements on residential land, Metro is directed to prepare a comprehensive report addressing factors such as traffic patterns, effect of housing densities on parks and open spaces, availability and adequacy of fire, police, ambulance protection, public infrastructure, schools and wildlife and any increase in cost of federal wildlife laws. A report must be prepared every time a local jurisdiction is considering any proposal to increase housing densities, and the report needs to be mailed to all households within 500 feet of where the increase would occur, at least 14 days prior to a public hearing on the matter.

**Mr. Cooper** responded to questions, among those, the cost of such reporting, and answered he was unaware of the cost impact. Oregon law requires cost impact statements to be prepared on state-wide ballot measures, not local ballot measures. There are separate sets of laws governing state-wide ballot measures. The Charter limits charter amendments to a single-subject in matters related, unlike state law. **Mr. Cooper** further stated that Measure 26-11 did not have a source of funding in it; it is an amendment to the Charter section on the regional planning function which has a provision in it saying it is a priority function for Metro and that the Council shall fund the requirements of that section of the charter, but does not identify the source. The notice is separate from any other notice mandated to be provided to involved entities. If the measure passed, Metro would have to explore options about offsetting the costs of the noticing provision.

**Councilor Atherton** asked about the effects of this measure on Metro's bond rating, and **Ms. Dow** responded that it would have some impact. **Mr. Cooper** stated that the measure's reference to the expansion of the urban growth boundary, as written, was particularly troublesome, and required a high degree of clarification. It was very possible, that this measure would create litigation by affected parties. **Presiding Officer Hosticka** suggested any questions on the part of the Council, be prepared and submitted to Ms. Coats, Council Operations Officer, to be submitted to Mr. Cooper. Further, he noted for the record, a letter from Charlie Hales, Portland City Commissioner, which has been attached and incorporated into the permanent record of this meeting, supporting Resolution No. 02-3163. **Mike Burton, Executive Officer** spoke in support of Resolution No. 02-3163. **Councilor Burkholder** said this was a Charter amendment, and urged its passage. **Councilor McLain** supported this resolution. **Councilor Bragdon** expressed his support. **Councilor Park** thanked Councilor Burkholder for his efforts and supported the resolution. **Councilor Monroe** spoke to the difficult, economic times, and supported the resolution.

**Councilor Burkholder** thanked councilors for their support.

**Vote:** The vote was 7 aye/ 0 nay/ 0 abstain, passing Resolution No. 02-3163.



**10. CONTRACT REVIEW BOARD**

**10.1 Resolution No. 02-3156, For the Purpose of Authorizing the Executive Officer to Execute Change Order No. 3 to the Contract for the Operation of the Metro South and Metro Central Transfer Stations.**

**Motion:** Councilor Monroe moved to adopt Resolution No. 02-3156.

**Seconded:** Councilor McLain seconded the motion.

*Audio tape ended at this point Councilor Monroe addressed Resolution No. 02-3156 explaining the current contract and the need to extend it. He reviewed the staff report, and urged support of the resolution. Councilor McLain said she believed staff had done a good job of taking direction from the Council, and supported the legislation. Councilor Park said he was normally in favor of renewing contracts and explained why this was positive for Metro and BFI, and supported the resolution. Councilor Bragdon said he had heard good comments about the current contractor, and questioned if open bidding might have resulted in a better contract. However, he felt the uncertainty of the current economic situation might have negatively influenced the outcome, and supported this resolution. Councilor Atherton agreed with Councilor Bragdon.*

**Vote:** The vote was 7 aye/ 0 nay/ 0 abstain, and the legislation passed.

**10.2 Resolution No. 02-3157, For the purpose of Amending Metro Contract No. 923054 to Modify the Scope of Work by Adding Additional Tasks.**

**Motion:** Councilor McLain moved to adopt Resolution No. 02-3157.

**Seconded:** Councilor Bragdon seconded the motion.

Councilor McLain said that Resolution No. 02-3157 authorized execution of Change Order No. 2 which continued the closing down of the St. Johns Landfill according to DEQ requirements, restoring the wetlands area and preserving the slope restoration efforts.

Councilor Burkholder asked what had changed.

Dennis O'Neil, REM staff, spoke to the original contract and why the need for revision.

Councilor Burkholder asked about excavation issues?

Mr. O'Neil said they had completed two environmental assessments. They found petroleum contaminated soil. They had a clean bill of health.

Councilor Park asked if this was complying with our own Title 3 laws.

Councilor McLain said yes.

**Vote:** The vote was 7 aye/ 0 nay/ 0 abstain, and the motion passed.

**11. COUNCILOR COMMUNICATION .**

**Report of 2002 Committee Work Plans**

**Presiding Officer Hosticka** suggested council reviewing the work plans (a copy of the 2002 Committee Work Plans are included in the meeting record) and consider adoption at a later date.

**Councilor Burkholder** asked councilors to submit global and specific budget issues.

**Councilor Bragdon** noted that Governmental Affairs Committee would not meet February 21, 2002 as originally planned.

**Presiding Officer Hosticka** announced that the Metro Council would not meeting next week.

**12. ADJOURN**

There being no further business to come before the Metro Council, Presiding Officer Hosticka adjourned the meeting at 4:24 p.m.

Prepared by

Chris Billington  
Clerk of the Council

**ATTACHMENTS TO THE PUBLIC RECORD FOR THE MEETING OF FEBRUARY 14, 2002**

TOPIC	DOCUMENT DATE	DOCUMENT DESCRIPTION	DOCUMENT NUMBER
MINUTES	2/7/02	MINUTES OF THE METRO COUNCIL MEETING OF 2/7/02 SUBMITTED TO COUNCIL FOR APPROVAL	021402C-01
ESTIMATED NEIGHBORHOOD SITES IMPACTED BY DEVELOPMENT OF UR 47	NONE LISTED	SUBMISSION TO THE METRO COUNCIL FROM LUREE KRYGIER	021402C-02
LETTER RE: UR 47	1/23/02	LETTER TO METRO COUNCIL AND MIKE HOGLUND FROM LUREE KRYGIER CONCERNING UR 47, TRANSPORTATION AND PLANNING ISSUES	021402C-03
LETTER AND PETITION RE LEGISLATIVE AMENDMENT OR LOCATION AMENDMENT TO METRO UGB NEAR KING CITY	2/13/02	LETTER TO CARL HOSTICKA, PRESIDING OFFICER FROM EDWARD SULLIVAN, PRESTON GATES AND ELLIS CONCERNING UR 47	021402C-04
LETTER FROM KPMG	11/21/01	AUDIT OF FEDERAL AWARDS PERFORMED IN ACCORDANCE WITH US OFFICE OF MANAGEMENT AND BUDGET CIRCULAR A-133	021402C-05
CAFR	JUNE 30, 2001	METRO'S COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR YEAR ENDING JUNE 30, 2001	021402C-06
LETTER CONCERNING RESOLUTION NO. 02-3163	2/14/02	LETTER TO METRO COUNCIL FROM CHARLES HALES, COMMISSIONER CITY OF PORTLAND SUPPORTING PASSAGE OF RESOLUTION	021402C-07
RESOLUTION NO. 02-3163 FINAL VERSION	2/14/02	RESOLUTION BEFORE COUNCIL CONCERNING AMENDMENT TO METRO	021402C-08

		CHARTER	
EXPLANATORY STATEMENT OF RESOLUTION NO. 02-3163	1/2002	EXPLANATORY STATEMENT BY DAN COOPER TO METRO COUNCIL	021402C-09
TALKING POINTS	2/14/02	TALKING POINTS OF COUNCILOR BURKHOLDER CONCERNING RESOLUTION NO. 02-3163	021402C-10
COMMITTEE WORK PLANS	2/14/02	2002 COMMITTEE WORK PLANS FOR NATURAL RESOURCES, SOLID WASTE & RECYCLING, COMMUNITY PLANNING, TRANSPORTATION, GOVERNMENTAL AFFAIRS, BUDGET AND FINANCE SUBMITTED TO COUNCIL FOR REVIEW AND APPROVAL	021402C-11

Agenda Item Number 5.1

**Ordinance No. 02-939, For the Purpose of Amending Metro Code Chapter 7.01 to Amend the Metro Excise Tax to Provide Revenues for Metro's Regional Parks and Greenspaces Programs.**

***First Reading***

**Metro Council Meeting  
Thursday, February 28, 2002  
Metro Council Chamber**

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AMENDING METRO )      ORDINANCE NO. 02-939  
CODE CHAPTER 7.01 TO AMEND THE )  
METRO EXCISE TAX TO PROVIDE )      Introduced by:  
REVENUES FOR METRO'S REGIONAL )      Mike Burton, Executive Officer  
PARKS AND GREENSPACES PROGRAMS )

WHEREAS, In July 1992, the Metro Council adopted the Metropolitan Greenspaces Master Plan (Resolution No. 92-1637) that identifies a desired regional system of parks, natural areas, trails and greenways for fish, wildlife and people; and,

WHEREAS, The Metropolitan Greenspaces Master Plan states Metro will seek a regional funding mechanism to assemble and develop a regional greenspaces system and assume operations and management responsibility for components of the system in cooperation with local governments; and,

WHEREAS, In December 1997, the Metro Council adopted the Regional Framework Plan (Resolution No. 97-715B) that set regional policy to inventory, protect and manage a regional system of parks, natural areas, trails and greenways for fish, wildlife and people; and,

WHEREAS, The Regional Framework Plan states (3.3.10) Metro, in cooperation with local governments, shall pursue the identification and implementation of a long term, stable funding source to support the planning, acquisition, development, management and maintenance of the regional greenspaces system; and,

WHEREAS, Metro has acquired over 7,100 acres of metropolitan greenspaces with funds from the Open Spaces, Parks and Streams bond measure of 1995; and,

WHEREAS, The cost of managing these acquired lands exceeds current resources; and,

WHEREAS, The Regional Parks and Greenspaces Department currently has about \$3 million in unfunded deferred maintenance projects at existing park facilities; and,

WHEREAS, The Regional Parks and Greenspaces Department cannot sustain current levels of service or growing responsibilities without additional funding sources; and,

WHEREAS, an interim financial solution is necessary until a voter-approved long-term solution is realized, and support of the Regional Parks and Greenspaces Department is an allowable use of excise tax under the Metro Charter; and,

WHEREAS, this ordinance was submitted to the Executive Officer for consideration and was forwarded to the Council for approval; now, therefore,

THE METRO COUNCIL ORDAINS AS FOLLOWS:

SECTION 1. Metro Code Section 7.01.020 is amended to read:

7.01.020 Tax Imposed

(a) For the privilege of the use of the facilities, equipment, systems, functions, services, or improvements owned, operated, certified, licensed, franchised, or provided by the district, each user except users of solid waste system facilities shall pay a tax of 7.5 percent of the payment charged by the operator or the district for such use unless a lower rate has been established as provided in subsection 7.01.020(b). The tax constitutes a debt owed by the user to the district which is extinguished only by payment of the tax directly to the district or by the operator to the district. The user shall pay the tax to the district or to an operator at the time payment for the use is made. The operator shall enter the tax on his/her records when payment is collected if the operator keeps his/her records on the cash basis of accounting and when earned if the operator keeps his/her records on the accrual basis of accounting. If installment payments are paid to an operator, a proportionate share of the tax shall be paid by the user to the operator with each installment.

(b) The council may for any period commencing no sooner than July 1 of any year and ending on June 30 of the following year establish a tax rate lower than the rate of tax provided for in subsection 7.01.020(a) or in subsections 7.01.020(c)-(e) by so providing in an ordinance adopted by the district. If the council so establishes a lower rate of tax, the executive officer shall immediately notify all operators of the new tax rate. Upon the end of the fiscal year the rate of tax shall revert to the maximum rate established in subsection 7.01.020(a) unchanged for the next year unless further action to establish a lower rate is adopted by the council as provided for herein.

(c) For the privilege of the use of the solid waste system facilities, equipment, systems, functions, services, or improvements, owned, operated, certified, licensed, franchised, or provided by the district, each user of solid waste system facilities and each solid waste facility licensed or franchised under chapter 5.01 of this Code to deliver putrescible waste directly to the district's contractor for disposal of putrescible waste shall pay a tax in the amount calculated under subsection (e)(1) for each ton of solid waste exclusive of compostable organic waste accepted at Metro Central or Metro South stations and source separated recyclable materials accepted at the solid waste system facilities. In addition, each user of solid waste system facilities and each solid waste facility licensed or franchised under chapter 5.01 of this Code to deliver putrescible waste directly to the district's contractor for disposal of putrescible waste shall also pay the additional tax in the amount set forth under Section 3 of this Ordinance for each ton of solid waste exclusive of compostable organic waste accepted at Metro Central or Metro

South stations and source separated recyclable materials accepted at the solid waste system facilities. The tax constitutes a debt owed by the user to the district which is extinguished only by payment of the tax directly to the district or by the operator to the district. The user shall pay the tax to the district or to an operator at the time payment for the use is made. The operator shall enter the tax on his/her records when payment is collected if the operator keeps his/her records on the cash basis of accounting and when earned if the operator keeps his/her records on the accrual basis of accounting. If installment payments are paid to an operator, a proportionate share of the tax shall be paid by the user to the operator with each installment.

(d) For the Metro fiscal year beginning July 1, ~~2000~~ 2002, ~~and for each fiscal year thereafter subject to this section,~~ the tax rate imposed and calculated under this section shall be sufficient to generate net excise tax revenue of ~~\$5,700,000~~ \$6,050,000 after allowing for any tax credit or tax rebate for which provision is made in this chapter. For each Metro fiscal year thereafter the tax rate imposed and calculated under this section shall be sufficient to generate net excise tax revenue equal to the net excise tax revenue authorization in the previous fiscal year as adjusted in accordance with Section 7.01.022.

- (e) (1) The excise tax rate for each ton of solid waste, exclusive of (i) source separate recyclable materials accepted at the solid waste system facilities, (ii) inert materials, (iii) Cleanup Materials Contaminated by Hazardous Substances, and (iv) compostable organic waste delivered to Metro Central or Metro South stations, shall be the amount that results from dividing the net excise tax revenue amount set forth in sub-section (d) by the amount of solid waste tonnage which the Executive Officer reports to the Council under sub-section (f)(2). Subject to the provisions of subsection 7.01.020(b), the rate so determined shall be the district's excise tax rate on solid waste during the subsequent Metro fiscal year.
- (2) The excise tax rate for each ton of solid waste constituting Cleanup Materials Contaminated by Hazardous Substances shall be \$1.00.

(f) By December 1, 2000 and by March 1st of each year thereafter, the Executive Officer shall provide a written report to the Metro Council stating the following:

- (1) For the twelve-month period ending the previous December 31; the amount of solid wastes, exclusive of inert materials, delivered for disposal to any Solid Waste System Facility that is not exempt pursuant to section 7.01.050(a) of this chapter, and
- (2) The amount of such solid wastes that would have been delivered for disposal to any such non-exempt Solid Waste System Facility if,



the Regional Recovery Rates corresponding to each calendar year set forth on the following schedule had been achieved:

Year	Regional Recovery Rate
1999	43%
2000	46%
2001	48%
2002	50%
2003	52%
2004	54%
2005	56%

The result of such calculation by the Executive Officer shall be used to determine the excise tax rate under sub-section (e)(1).

(g) A solid waste facility which is certified, licensed or franchised by Metro pursuant to Metro Code Chapter 5.01 shall be allowed a credit against the Excise Tax otherwise due under Section 7.01.020(e)(1) for disposal of Processing Residuals from such facility. The Facility Recovery Rate shall be calculated for each six-month period before the month in which the credit is claimed. Such credit shall be dependent upon the Facility Recovery Rate achieved by such facility and shall be equal to the amount resulting from reducing the Excise Tax due by the percentage reduction corresponding with the Facility Recovery Rates provided on the following table:

**Excise Tax Credit Schedule**  
Facility

Recovery Rate		Excise Tax Credit
From Above	Up To & Including	
0%	25%	0%
25%	30%	4%
30%	35%	10%
35%	40%	20%
40%	45%	33%
45%	100%	45%

**SECTION 2.** Section 3 of this Ordinance is added to and made a part of Metro Code chapter 7.01

**SECTION 3. Amount of Additional Excise Tax; Budgeting of Additional Revenue for Regional Parks and Greenspaces Programs.**

Commencing with the Metro fiscal year beginning July 1, 2002, the additional excise tax authorized in Section 7.01.020(c) shall be \$1 per ton. Such additional excise tax shall be dedicated to funding Metro's Regional Parks and Greenspaces programs. For each fiscal year thereafter, the additional excise tax dedicated to Metro's Regional Parks and Greenspaces programs shall be not less than the amount of the additional excise tax in the previous fiscal year increased by a percentage equal to (a) the annualized rate of increase in the Consumer Price Index, All Items, for Portland-Salem (All Urban Consumers) reported for the first six months of the federal reporting year as determined by the appropriate agency of the United States Government or (b) the most nearly equivalent index as determined by the Metro Council if the index described in (a) is discontinued, or such lesser amount as the Executive Officer deems appropriate. .

**SECTION 4. Section 5 of this Ordinance is added to and made a part of Metro Code chapter 7.01**

**SECTION 5. Repeal of Provisions Setting Amount of Additional Excise Tax and Budgeting of Revenue for Regional Parks and Greenspaces Programs**

Section 3 of this Ordinance is repealed at the end of any Metro fiscal year during which any initiative or referendum is adopted by a majority of electors that specifically provides for (a) revenue funding for operations of the Metro Regional Parks and Greenspaces programs in an amount not less than that raised under in Section 3 of this Ordinance; and (b) the repeal of Section 3 of this Ordinance.

**SECTION 6. Metro Code Section 7.01.022 is amended to read:**

**7.01.022 Consumer Price Index Adjustment**

Commencing with the Metro fiscal year beginning July 1, ~~2001~~2003, and each year thereafter, the amount of revenue to be generated by the taxes imposed by Section 7.01.020(c) shall be the amount of tax revenue authorized in Section 7.01.020(d) for the previous fiscal year increased by a percentage equal to (a) the annualized rate of increase in the Consumer Price Index, All Items, for ~~Portland-Vancouver~~-Salem (All Urban Consumers) reported for the first six months of the federal reporting year as determined by the appropriate agency of the United States Government or (b) the most nearly equivalent index as determined by the Metro Council if the index described in (a) is discontinued, or such lesser amount as the Executive Officer deems appropriate.

ADOPTED by the Metro Council this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

\_\_\_\_\_  
Carl Hosticka, Presiding Officer

ATTEST:

Approved as to Form:

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
Daniel B. Cooper, General Counsel

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## STAFF REPORT

### IN CONSIDERATION OF ORDINANCE NO. 02-939 FOR THE PURPOSE OF AMENDING METRO CODE CHAPTER 7.01 TO AMEND THE METRO EXCISE TAX TO PROVIDE REVENUES FOR METRO'S REGIONAL PARKS AND GREENSPACES PROGRAMS.

Date: February 6, 2002

Prepared by: Charles Ciecko  
Terry Petersen

#### BACKGROUND

Over the past several years, the Regional Parks and Greenspaces Department has assumed responsibility for an ever-growing portfolio of properties as a result of the continued successful implementation of the 1995 Open Spaces, Parks and Streams Bond Measure. In the last six years, the number of acres that the department manages has grown from 4,092 to over 10,800, an increase of over 170%.

When the bond measure was approved by Council for the ballot, it was clearly stated that the measure did not provide financial support for the maintenance of the lands that were to be acquired under this program. Council increased excise tax allocations to help offset some of these costs, but these contributions have not kept pace with the department's growing responsibilities.

This unprecedented expansion, combined with other factors such as the continued growth of fixed costs, declining interest earnings rates, inflation and the eminent exhaustion of open spaces bond funds are now converging to pose a real threat to the department's core mission and programs.

Beginning in Fiscal Year 1998-99, the adopted budget for the Regional Parks and Greenspaces Department anticipated the use of reserves (fund balance) to pay for current operating expenditures. Concurrently, the department has endeavored to reduce the draw on these reserves by:

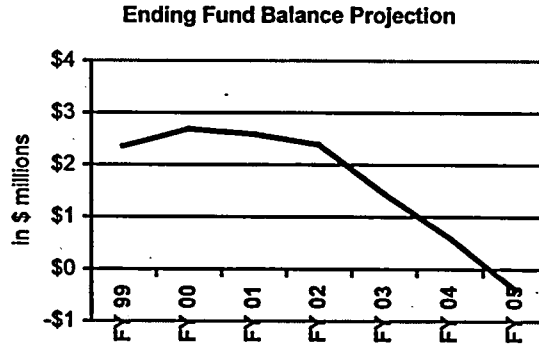
- Not increasing the number of full time positions in the department, even as acres and responsibilities have increased;
- Holding the total materials and services budget flat, at FY 98-99 levels;
- Deferring capital maintenance, with the FY 01-02 budget reduced to 25% of FY 98-99 levels;
- Eliminating the Blue Lake Concert Series, and delaying master planning for the Tualatin River Access Points;
- Delaying the filling of vacant staff positions to create salary savings;
- Reducing fleet costs; and
- Eliminating all non-essential out-of-state travel and conferences and significantly reducing in-state travel and conferences.

In addition to budget and expenditure reductions, actions have been taken to increase the revenues of the department:

- Dwellings on newly-acquired open space lands were leased, rather than demolished, resulting in an estimated income of \$260,000 annually;
- Staff has sought additional grant funding, resulting in grant revenues more than doubling since FY 98-99 (about \$1 million in FY 01-02, compared to \$430,000 in FY 98-99), that are used to supplement on-going program expenditures and capital projects; and

- Fee increases were implemented in several program areas, including Glendoveer Golf Course, cemeteries, picnic reservations and camping fees.

While these measures have delayed and, more recently, reduced the need to tap reserves, they cannot be viewed as permanent solutions to the need for long-term, stable funding to support basic parks programs and stewardship responsibilities. Even with these measures, the available reserves in the Regional Parks Fund are projected to be depleted in FY 04-05 as shown below:



Moreover, reducing dependence on financial reserves to support current programs is but one of a variety of needs that have been previously documented. Other examples include:

- Additional staff and financial resources for the Natural Resource Stewardship and Property Management Program (formerly called “Landbanking”),
- Additional support to reduce the backlog of deferred maintenance projects,
- Making permanent the Regional Trails Planner position,
- Removing Open Spaces Bond support for key administrative and Natural Resource Stewardship positions, and
- Master planning.

The proposed action would address some, but not all, of these needs on an interim basis.

### IMPLICATIONS OF NO ACTION

Unless additional funding is provided in the interim, the Council may have to make serious programmatic reductions in the Regional Parks and Greenspaces Department. Based on an analysis conducted in Spring 2001, the following could be required if funding is not secured to replace the use of reserves and cover the projected costs of inflation:

- All remaining special events, including the Salmon Festival at Oxbow Park and “Especially for Kids” at Blue Lake Park, could be eliminated;
- Most of the department’s environmental education programs could be eliminated, severely impacting the Volunteer Naturalist Program and the more than 7,000 people who annually attend these programs – many of whom are local area school children;
- Habitat restoration projects and noxious weed control programs could be all but eliminated at our parks and new open space acquisitions;
- Deferred maintenance, already under-funded at all our facilities, will continue to be funded at 25% of FY 98-99 levels, causing the backlog of projects to grow and the ultimate long-term cost of repair to increase.

**RECOMMENDED ACTION**

To avoid these program reductions and decrease the use of reserves in the Regional Parks Fund to pay for current programs and service levels, the Executive Officer is proposing that the excise tax collected on solid waste be increased to provide an additional \$1.23 million in FY 2002-03, dedicated for use by the Regional Parks and Greenspaces Department for operational and maintenance activities as determined through the annual budgeting process. This increase would raise the per-ton excise tax on solid waste by one dollar (\$1) per ton. This revenue will increase annually at the rate of CPI.

The Executive Officer will recommend a budget to Council for the Regional Parks and Greenspaces Department that incorporates this additional revenue. The revenue is proposed to be expended for the following purposes:

- **1.0 FTE Natural Resources Stewardship Park Ranger**

**\*\* \$105,093 in FY03, continuing in future \*\***

Currently, only one Park Ranger is responsible for on-site daily land management activities on approximately 6,800 acres of open space acquisitions distributed widely across the region. Typical activities include:

- Securing access to Metro properties (i.e. construction and/or maintenance of fences, gates, roads);
- Response to emergency calls (i.e. thefts, criminal trespass, illegal hunting, vandalism);
- Correcting health and safety concerns (i.e. hazard trees, loose livestock, infrastructure failure/malfunction, wildfire prevention);
- Control of invasive vegetation and pest animals; and
- Supervision of volunteer work parties.

The addition of one more Park Ranger will reduce the accumulating backlog of land management needs that currently exist and help meet on-going demands in a more timely manner. Budget for this position includes salary and benefits (\$57,302), materials & services (\$6,000 vehicle costs, \$37,749 for building, grounds and equipment supplies and services, and contracted professional services) and contingency (\$4,042).

- **Transfer support for Department Director, Department Finance Manager and Contract Administrator from the Open Spaces Bond to the Regional Parks Fund**

**\*\* \$51,703 in FY03, continuing in future \*\***

The Open Spaces, Parks and Streams Bond Measure included funds for administration of the implementation effort. During the implementation phase, the relevant portion of certain administrative positions have been billed to the Open Spaces Bond Fund. As the acquisition program winds down and the focus shifts from acquisition to land management, it is necessary to reallocate the costs of administrative functions accordingly.

Affected positions and the associated portions of salary and benefits are as follows:

	<u>FY 03</u>	<u>FY 04</u>	<u>FY 05</u>
10% of Department Director	15,255	16,019	16,820
25% of Department Finance Manager	21,125	22,181	23,290
25% of Department Contracts Administrator	15,323	16,089	16,893
<b>Total Administration Staff</b>	<b>51,703</b>	<b>54,289</b>	<b>57,003</b>

**NOTE:** This proposal does not affect any staff in the Open Spaces Acquisition Division. As indicated in the Council-adopted Open Spaces Implementation Work Plan, staff positions within the Open Spaces Acquisition Division are “limited duration” and will be eliminated when bond measure implementation is complete. Limited duration positions include: Division Manager, Senior Real Estate Negotiator, 2 Real Estate Negotiators, Secretary, Program Assistant II, and related positions in the Office of General Counsel.

- **Reallocate Open Spaces Bond Fund support for Natural Resources Stewardship and Property Management staff in FY05**

**\*\* \$73,131 in FY05, continuing in future \*\***

The Open Space, Parks and Streams Bond Measure included funds for a variety of short-term activities or projects required “to stabilize” properties following acquisition. Staff costs associated with “stabilization” projects have also been paid from bond funds.

“Stabilization” projects are carried out by certain members of the Natural Resources Stewardship and Property Management Program who are also responsible for the on-going day-to-day management of sites acquired with bond funds (landbanking). During the implementation phase, staff costs associated with “stabilization” have been billed to the Open Spaces Bond Fund. As “stabilization” activities wind down and staff focus shifts to on-going, day-to-day management, it is necessary to reallocate costs accordingly. Please note that the current level of bond funding is expected to continue through FY 2004-05. Affected positions and the associated portion of salary and benefits are as follows:

	<u>FY 03</u>	<u>FY 04</u>	<u>FY 05</u>
50% of Natural Resources Program Manager	0	0	52,416
25% of Property Manager	0	0	20,715
<b>Total Stabilization/Natural Resources Staff</b>	<b>0</b>	<b>0</b>	<b>73,131</b>

**NOTE:** This proposal does not affect any staff in the Open Spaces Acquisition Division. As indicated in the Council-adopted Open Spaces Implementation Work Plan, staff positions within the Open Spaces Acquisition Division are “limited duration” and will be eliminated when bond measure implementation is complete as noted above.

- **Transfer the Regional Trails Planner position to Planning & Education Division**

**\*\* \$46,100 in FY03 (50%), \$96,810 in FY04 (100%), continuing in future \*\***

For the past 6 years, Metro has focused its trail planning efforts primarily on those trail projects identified as target areas in the Open Spaces Bond Measure. This work has been funded with bond proceeds. To continue implementation of the Regional Trails Plan (part of the Regional Transportation Plan and Greenspaces Master Plan), it will be necessary for more comprehensive regional trail planning to take place since most regional trails are multi-jurisdictional and many jurisdictions do not have the capacity to provide the necessary planning functions. Therefore, the Metro Regional Trail Planner position would:

- Complete planning for and promotion of the Regional Trails Plan, a component of the Regional Framework Plan (Chapter 3) and of the Regional Transportation Plan;
- Perform planning functions for the Springwater Corridor project (Sellwood Bridge to McLoughlin Blvd. gap);
- Perform planning and coordination functions for the Fanno Creek Trail, Beaverton Powerline Trail, Tualatin River Trail, Willamette Greenway Trail, PTC Trail (Milwaukie to Gladstone) and other components of the Regional Trails and Greenways Map;
- Coordinate regional efforts to secure state and federal transportation funding and other outside resources for trail projects; and

- Participate in the design and implementation of Best Management Practices for regional trail design and construction to be consistent with Metro's Title 3 and Goal 5 efforts.

This proposal would formalize the Regional Trails Planner position in the Planning and Education Division, 50% in FY 2002-03 and 100% in subsequent years.

- **Create Volunteer Recognition and Recruitment Program**

**\*\* \$5,000 annually \*\***

The Department has effectively used volunteers for a variety of environmental education, maintenance, restoration and other projects using limited department resources. In 2001, 900 volunteers donated 10,000 hours inside the office and at various parks and greenspaces sites throughout the region. This contribution is valued at approximately \$154,000. To maintain this type of program into the future, it is imperative that the Department establish a recognition program for these volunteers. Recognition expenses could include uniforms, plaques, framed certificates, gifts to celebrate years of service and/or hour milestones, birthday cards, volunteer newsletter, and events. Event costs would include food, decoration, facility rental, and invitations. Recruitment of new volunteers will always be necessary. Recruitment expenses could include newspaper and magazine ads, tabletop exhibit, brochures targeting specific positions and/or divisions, Metro website enhancement, and website banner ads. This program will be administered by existing staff in the Planning and Education Division.

- **Restore the 0.33 FTE Seasonal Employee at Smith & Bybee Lakes Wildlife Area**

**\*\* \$6,572 in FY03 only \*\***

One seasonal position is typically filled from May through October, when maintenance and field work needs are greatest. Because of the significant decrease in interest earnings expected in the Smith & Bybee Lakes Fund, the fund is unable to cover these costs. Subsequently, the Department's proposed budget eliminated this position. This employee performs baseline maintenance at the wildlife area such as garbage pickup, tree and shrub pruning, trail maintenance and security patrols of the public use areas of the wildlife area. In addition, this employee assists the Wildlife Area Manager with wildlife and plant surveys that are used to monitor the success of restoration projects. This employee creates a Metro presence at the wildlife area three to four days per week, answering visitors' questions and increasing general security.

- **Deferred Maintenance**

**\*\* \$175,000 in FY03, \$125,000 in FY04 and thereafter \*\***

An update to the Department's Unfunded Deferred Maintenance assessment was completed in March 2001 listing several dozen deferred capital maintenance projects at a variety of facilities totaling over \$2.9 million. The size of projects on this list varies, with major projects such as the automation of the irrigation system at Blue Lake Park to reduce labor intensive manual watering and conserve water, and the replacement of deteriorated picnic shelters at Oxbow Park. While the requested increase will not be enough to complete these major projects, there are smaller, but no less important, projects that could be completed with the proposed increase. Examples of projects include:

- New playground equipment at Blue Lake Park to eliminate current hazardous and non-ADA (Americans with Disabilities Act) compliant metal and concrete play structures.
- Replace 100 picnic tables at Oxbow Park and Blue Lake Park with metal frame and wood tops/benches. This will reduce the risk exposure from old wood tables, reduces maintenance costs and improves overall park appearance.
- Replace non-functional entry/exit gate at Chinook Landing. Closing the facility at night will deter after hour use and reduce the risk of vandalism and other illegal and/or inappropriate activities.



- **Natural Resource Stewardship – Restoration Projects**

**\*\* \$75,000 Annually \*\***

The current stewardship activities for Metro-owned natural areas are very limited, equating to the basics of nuisance control and weed abatement required by state law and by our responsibility to be good neighbors to surrounding property owners. Much more needs to be done to ensure that these properties are not degraded and that restoration activities are initiated.

Funds will be used for habitat restoration activities. It is assumed that these funds will be used as matching funds for Federal and State grant applications to “grow the pot” of restoration money available. The additional support will be used for the following:

- Reduce the spread of invasive species by re-establishing diverse native plant communities and restoring historic hydrologic conditions to benefit a variety of native fish and wildlife including sensitive, rare and threatened species;
- Maintain the significant investment in reforestation projects which have already been completed;
- Provide opportunities for continued community involvement in natural resource stewardship; and
- Attract outside funding and partners for natural resource protection projects.

- **Continued funding for National Fish & Wildlife Foundation Partnership**

**\*\* \$100,000 in FY04, continuing thereafter \*\* (tentative)**

Beginning in FY2002-03, the Department anticipates a new partnership with the National Fish & Wildlife Foundation to create a regional program focused on restoration projects in parks and open spaces designated as components of the Regional System as articulated in Chapter 3 of the Regional Framework Plan. This partnership will leverage Metro’s contribution 2-to-1, effectively tripling the amount of restoration activities that Metro can effectuate. Goals of the partnership include:

- To fund habitat protection and restoration projects conducted by Metro and other local partners that provide substantial benefit to wildlife habitats located in Multnomah, Washington, and Clackamas Counties;
- To engage citizens, businesses, and community groups in our region in environmental stewardship and education projects that attempt to correct the decline of wildlife habitat;
- To stimulate creativity and leadership among community groups to address conservation needs and encourage active community stewardship of protected lands; and
- To target groups that can be particularly helpful in conserving rare habitat types, including farmers, homeowners, government officials, nonprofit organizations, and business owners.

The Department’s Proposed Budget includes funding for this program in FY2002-03. This proposal continues funding for this program into years FY 2003-04 and FY 2004-05.

- **Renewal and Replacement Funding**

**\*\* \$85,000 Annually \*\***

New capital policies adopted by the Metro Council require the department to plan for the renewal and replacement of its facilities and other depreciable assets. The Department, up to this point, has not reserved any resources for the purpose of renewal and replacement. The allocation proposed here will not fully fund the Renewal and Replacement needs of the department, but will be a step in the right direction for the future maintenance and replacement needs of fixed assets.

- **Reduce Use of Financial Reserves from the Regional Parks Fund**

**\*\* \$533,860 in FY03, continuing in future \*\***

For FY 2002-03, the department Proposed Budget (adjusted for final central service allocated cost calculations) uses \$1,114,085 of fund balance to maintain current service levels (including contingency and project carry-forward). This proposal will decrease, but not eliminate, the draw on this financial reserve.

- **Reduce Use of Financial Reserves from the Smith & Bybee Lakes Fund**

**\*\* \$100,672 in FY03 only \*\***

As a matter of sound financial practice, the Department attempts to use only interest earnings from this fund to pay for operational expenses at Smith & Bybee Lakes Wildlife Area. However, the projected interest earnings rate for next year (estimated at just 1.5%) results in a decrease of roughly 75% of normal operational revenues. Despite significant reductions in expenditures, the use of \$100,000 of fund balance is necessary just to provide basic maintenance services and support the existing 1.5 FTE in this program. This proposal eliminates draw on fund balance and preserves the principal in the fund. Financial support for this fund is only necessary for FY 2002-03. It is anticipated that interest rates will increase in subsequent years and the support will not be necessary on an ongoing basis.

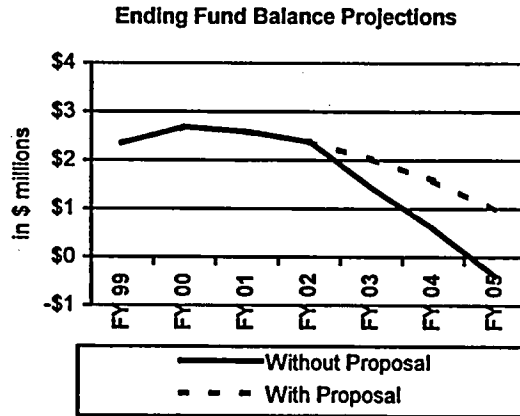
Summary

<b>Program Expenditures</b>	<b><u>FY 02-03</u></b>	<b><u>FY 03-04</u></b>	<b><u>FY 04-05</u></b>
Natural Resources - Park Ranger	105,093	110,348	115,865
Admin Staff to Regional Parks Fund	51,703	54,289	57,003
Trail Planner to Regional Parks Fund	46,100	96,810	101,650
Stabilization staff to Regional Parks Fund	0	0	53,576
Volunteer Recognition and Recruitment	5,000	5,000	5,000
0.33 FTE Seasonal at Smith & Bybee Lakes	6,572	0	0
Deferred Maintenance	175,000	125,000	125,000
Restoration Projects	75,000	75,000	75,000
National Fish & Wildlife Foundation	0	100,000	100,000
Renewal & Replacement	85,000	85,000	85,000
<b>Total Expenditures</b>	<b>549,468</b>	<b>651,447</b>	<b>718,094</b>
Reduce use of Fund Balance – Regional Parks Fund	533,860	568,053	538,006
Reduce use of Fund Balance – Smith & Bybee Fund	100,672	0	0
<b>Total</b>	<b>1,184,000</b>	<b>1,219,500</b>	<b>1,256,100</b>

**NOT A LONG TERM REMEDY**

This proposal is intended to be an interim step. It is designed to stabilize Regional Parks funding for current programs while addressing some immediate programmatic needs that have been deferred for some time. This proposal does not provide for all of the programmatic needs. Specifically, it does not provide support for Master Planning, nor does it provide support to develop, operate or maintain new sites or trails for public use as recommended by the Green Ribbon Committee. The proposal does not address any of the recommendations of the MPAC Parks Report (dated April 4, 2001). It does not fully fund renewal and replacement or provide for education and incentives for private land owners in critical natural resources areas.

The use of reserves (fund balance) to pay for current operating expenditures will continue under this proposal, but at a slower rate than the current projection. By the end of FY 2004-05, it is expected that the Regional Parks Fund will have undesignated reserves of approximately \$1 million. A justification for this level of reserve can be found in "Attachment A" of this report:



This proposal is a modest interim measure designed to stabilize funding for current programs until a new proposal addressing long term needs can be developed and implemented.

## ANALYSIS/INFORMATION

### 1. Known Opposition

No known opposition.

### 2. Legal Antecedents

Metro Code Chapter 7.01 sets forth the provisions of the Metro Excise Tax.

### 3. Anticipated Effects

Based on the projected solid waste revenue base in FY 2002-03, the proposed excise tax of one dollar (\$1) per ton would provide \$1,184,000 of new revenue. As of this writing, the excise tax rate on solid waste is expected to increase from the current \$5.04 per ton to \$5.39 per ton during FY 2002-03. (This rate will be reviewed and finalized in March 2002.) If this ordinance were approved, that rate would rise to \$6.39 per ton.

- Effect on Metro Tip Fee.** When calculating the Metro tip fee, the excise tax is added on to the solid waste rate base. That rate will be \$59.84 in FY 2002-03 (per Ordinance No. 01-918A, approved October 25, 2001). With a \$5.39 excise tax, the total tip fee will be \$65.23. If this ordinance is approved, the tip fee would be a dollar higher, at \$66.23.
- Effect on non-Metro Tip Fees.** The excise tax at disposal sites that are not owned by Metro (e.g., Forest Grove Transfer Station and Lakeside Reclamation Landfill) would likewise increase by \$1 per ton. Although many non-Metro facilities set their own rates and are free to absorb as much or as little of the excise tax as they wish, historically all of the tax has been passed on to the rate payers. Accordingly, the tip fees at non-Metro facilities can be expected to rise by \$1 per ton due to approval

of this ordinance. Currently, non-Metro tip fees range from about \$22 per ton to \$66 per ton including excise tax.

- **Effect on Material Recovery Facilities.** Because the excise tax is levied on waste that is landfilled, the excise tax is a cost to material recovery facilities (MRFs). However, to ease the tax burden and support recycling goals, the Council discounts the excise tax on MRFs up to 45%, based on the facility's recovery rate. At present, the average excise tax discount over all MRFs is 30%. If there is no change in recovery performance, the \$1 increase will be discounted at the same 30% rate, meaning that the effect of this ordinance will be to raise the average cost of disposal by 70¢ per outgoing ton at material recovery facilities.

#### **4. Budget Impacts**

The approval of this ordinance will provide an additional \$1,184,00 to the Regional Parks Fund, increasing annually at the rate of CPI. The revenue will be available for expenditure upon Council adoption of a budget for the affected funds. This action in and of itself does not authorize the expenditure of this new revenue.

#### **RECOMMENDED ACTION**

The Executive Officer recommends passage of Ordinance No. 02-939, For The Purpose of Amending Metro Code Chapter 7.01 to Amend the Metro Excise Tax to Provide Revenues for Metro's Regional Parks and Greenspaces Programs.

**Regional Parks Fund  
Fund Balance Reserve Requirements**

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**What is the minimum Fund Balance reserve that the Regional Parks Fund should have to maintain fiscal prudence?**

There are several ways to answer this question. Presented here are two different ways to determine what the minimum amount of reserve is.

**Option 1 – Cash Flow Needs**

The enterprise revenues in the Regional Parks Fund tend to be cyclical, with higher revenues in the summer months and lower revenues in the winter. Expenditures are also cyclical, but do not vary as much as revenues. This disparity creates a situation where in the summer months, there are more revenues than expenditures. In the winter months, there are more expenditures than revenues.

A cash flow analysis answers the question, “How much cash does the fund need to have on hand to ensure that there is adequate cash, on a daily basis, to meet the expenditure needs, especially when expenditures are exceeding revenues?”

In Fiscal Year 2000-01, the Regional Parks Fund needed to have just over \$961,000 in cash reserves to ensure that there was adequate cash in December and January to meet operational expenditure needs.

**Option 2 – A Three-Month Operating Reserve**

Metro currently does not have a specific financial policy stating guidelines for determining the appropriate fund balance level for its general and special revenue funds. However, one such policy may be to maintain a fund balance reserve adequate to meet unanticipated service needs. This policy can be operationalized by saying that the fund should have a reserve adequate to pay for three months of operating expenditures. For the Regional Parks Fund in FY 2000-01, a three-month operating reserve equates to a range of between \$944,000 and \$1,400,000.

Based on review of these two different options, the department management believes that a fund balance reserve of \$1 million would be a minimally fiscally prudent amount.

Agenda Item Number 6.1

**Ordinance No. 02-933, For the Purpose of Amending Metro Code Chapter 5.01 to Provide for the Regulation of Chipping or Grinding of Wood Waste t a Facility that is Otherwise Regulated by Metro.**

***Second Reading***

**Metro Council Meeting  
Thursday, February 28, 2002  
Metro Council Chamber**

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AMENDING	)	ORDINANCE NO. 02-933
METRO CODE CHAPTER 5.01 TO	)	INTRODUCED BY COUNCILOR
PROVIDE FOR THE REGULATION OF	)	ATHERTON
CHIPPING OR GRINDING OF WOOD	)	
WASTE AT A FACILITY THAT IS	)	
OTHERWISE REGULATED BY METRO	)	

WHEREAS, the Oregon Department of Environmental Quality has delegated its regulatory authority related to yard debris processing and composting facilities within Metro's boundaries to Metro through an intergovernmental agreement, and

WHEREAS, the region's local governments have encouraged and supported Metro's efforts to establish a regional regulatory system for yard debris processing, reload and composting facilities, and

WHEREAS, many of the yard debris processing, reload and composting facilities that are currently licensed by Metro also have hog fuel processing operations at the same facility which are not regulated, and

WHEREAS, the processing of yard debris and wood waste into hog fuel or other energy sources can result in the creation of odors, dust and noise, and

WHEREAS, it can be difficult to distinguish the origin of odors, dust and noise between regulated and non-regulated activities at yard debris processing, reload and composting facilities, therefore

THE METRO COUNCIL ORDAINS AS FOLLOWS:

Section 1. Metro Code Section 5.01.040 is amended to read:

5.01.040 Exemptions

- (a) In furtherance of the purposes set forth in this chapter, the Metro Council declares the provisions of this chapter shall not apply to:
- (1) Municipal or industrial sewage treatment plants accepting sewage, sludge, septic tank and cesspool pumpings or other sludge:
  - (2) Disposal Sites, Transfer Stations, or Solid Waste Facilities owned or operated by the District.
  - (3) Facilities that exclusively receive non-Putrescible Source Separated Recyclable Materials
  - (4) Facilities that exclusively receive, process transfer or dispose of Inert Wastes;

- (5) The following operations, which do not constitute yard debris facilities:
- (A) Persons who generate and maintain residential compost piles for residential garden or landscaping purposes.
  - (B) Residences, parks, community gardens and homeowner associations.
  - (C) Universities, schools, hospitals, golf courses, industrial parks, and other similar facilities, if the landscape waste or yard debris was generated from the facility's own activities, the product remains on the facility grounds, and the product is not offered for off-site sale or use.
  - (D) Operations or facilities that chip or grind wood wastes ~~(e.g., untreated lumber, wood pallets), unless such chipped materials are composted at the site following chipping or grinding except as specified in 5.01.045(b).~~
    - (1) such chipped or ground wood wastes are processed for composting; or
    - (2) such operations or facilities are otherwise regulated under Metro Code Section 5.01.045
- (6) Temporary transfer stations or processing centers established and operated by a government for 60 days or less to temporarily receive, store or process Solid Waste if the District finds an emergency situation exists.
- (7) Any reload facility that:
- (A) Accepts Solid Waste collected under the authority of a single franchise granted by a local government unit, or from multiple franchises so long as the area encompassed by the franchises is geographically contiguous: and
  - (B) Is owned or controlled by the same person granted franchise authority ascribed in subsection (A); and
  - (C) Delivers any Putrescible Waste accepted at the facility to a Transfer Station owned, operated, Licensed or franchised by the District; and
  - (D) Delivers all other Solid Waste accepted at the facility except Inert Wastes to a Metro Designated Facility authorized to accept said Solid Waste, or to another facility or Disposal Site under authority of a Metro Non-System License issued pursuant to chapter 5.05:

Section 2. Metro Code Section 5.01.045(b) is amended to read:

**5.01.045 Certificate, License and Franchise Requirements**



- (a) A Metro Solid Waste Certificate shall be required of the Person owning or controlling a facility which:
- (1) Processes Non-Putrescible Waste if such processing results in Processing Residual of less than ten percent; or
  - (2) Processes Petroleum Contaminated Soil by thermal destruction, distillation, bioremediation, or by any other methods that either destroys or removes and contains such petroleum contamination from the soil.
- (b) A Metro Solid Waste License shall be required of the Person owning or controlling a facility at which any of the following Activities are performed:
- (1) Processing of Non-Putrescible Waste that results in Processing Residual of more than ten percent.
  - (2) Processing or Reloading of Yard Debris. A local government that owns or operates a yard debris facility may enter into an intergovernmental agreement with Metro under which the local government will administer and enforce yard debris standards at the facility in lieu of compliance with this chapter.
  - (3) Operation of a Local Transfer Station.
  - (4) Operation of a Reload unless exempt under section 5.01.040(a)(7) of this chapter.
  - (5) Operations or facilities that chip or grind wood waste for use as an industrial fuel if such facility is otherwise regulated under this section 5.01.045.
- (c) A Metro Solid Waste Franchise shall be required for the Person owing or controlling a facility at which any of the following Activities are performed:
- (1) Operation of a Regional Transfer Station.
  - (2) Operation of a Disposal Site or of an Energy Recovery Facility.
  - (3) Any process using chemical or biological methods whose primary purpose is reduction of Solid Waste weight or volumes.
  - (4) Delivery of Putrescible Waste directly from the facility to any Disposal Site.

(5) Any other Activity not listed in this section, or exempted by Metro Code section 5.01.040.

ADOPTED by the Metro Council this \_\_\_\_\_ day of \_\_\_\_\_ 2002.

\_\_\_\_\_  
Carl Hosticka  
Presiding Officer

ATTEST:

Approved as to Form:

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
Daniel B. Cooper, General Counsel

## **STAFF REPORT**

### **CONSIDERATION OF ORDINANCE NO. 01-933, FOR THE PURPOSE OF AMENDING METRO CODE CHAPTER 5.01 TO PROVIDE FOR THE REGULATION OF THE CHIPPING OR GRINDING OF WOOD WASTE AT A FACILITY THAT IS OTHERWISE REGULATED BY METRO**

Date: February 4, 2002

Presented by: Councilor Atherton

#### **Background**

The proposed ordinance would expand Metro's current solid waste facility regulatory authority to include the chipping or grinding of wood waste at a facility that is otherwise regulated by Metro.

#### **Analysis/Information**

**Legal Background.** Metro Code Chapter 5.01 currently requires facilities that process, reload, or compost yard debris to obtain a license from Metro. The licensing program developed from discussions between Metro and our local partners concerning the need for a uniform regionwide regulatory program for this type of solid waste facility. Local governments continue to exercise their land use regulatory authority over the siting of such facilities, while Metro exercises regulatory authority over the day-to-day operation of the facilities. In addition, the Oregon Department of Environmental Quality and Metro have entered into an intergovernmental agreement under which the state's regulatory authority over yard debris processing and composting facilities within Metro's boundary has been delegated to Metro.

**Anticipated Effect.** Most of the yard debris processing and composting facilities that are currently licensed by Metro also process some of their material into hog fuel which is used as an energy source by certain industrial customers. The code currently exempts such processing from regulation. During recent Council consideration of a license application, it was noted that facilities often use the same type of grinding process and equipment to produce both hog fuel and raw material for composting operations. REM regulatory staff indicated that if a complaint were received concerning noise, dust or odors from such a grinding process, it would be difficult to determine if the complaint involved material being processed into hog fuel, which is not regulated, or the processing of material for composting, which is regulated.

As a result of this discussion, the Solid Waste and Recycling Committee Chair, with the concurrence of the other committee members, requested that the proposed ordinance would extend Metro's regulatory program to include the chipping and grinding of wood waste at facilities that are otherwise regulated by Metro. The ordinance would not extend Metro regulatory authority to facilities that are currently not regulated.

**Known Opposition.** Citizens attending the hearing at which the proposed legislation was initially discussed were supportive. REM staff has informally discussed the proposed legislation with some of the affected facility operators and none opposed the change in regulation.

**Budget Impact.** REM staff has indicated that any new regulatory activities resulting from the proposed ordinance could be addressed within existing resources.

**Recommended Action.** Council adoption of the proposed ordinance.

## SOLID WASTE AND RECYCLING COMMITTEE REPORT

CONSIDERATION OF ORDINANCE NO. 02-933, FOR THE PURPOSE OF AMENDING METRO CODE CHAPTER 501 TO PROVIDE FOR THE REGULATION OF THE CHIPPING OR GRINDING OF WOOD WASTE AT A FACILITY THAT IS OTHERWISE REGULATED BY METRO

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Date: February 21, 2002

Presented by: Councilor Atherton

**Committee Recommendation:** At its February 14 meeting, the committee considered Ordinance No. 02-933 and voted unanimously to send the resolution to the Council for adoption. Voting in favor: Councilors McLain, Monroe and Park, and Chair Atherton. Councilor Bragdon was absent.

**Background:** Metro Code Chapter 501 provides for the licensing of yard debris processing and reload facilities. Our local government partners encouraged Metro to develop and implement a uniform process for the regulation of the day-to-day operations of such facility. Land use regulation related to the siting of such facilities is still exercised by the cities and counties. The Oregon Department of Environmental Quality and Metro also have entered into an intergovernmental agreement under which the state's regulatory authority over yard debris and composting facilities within Metro's boundaries has been delegated to Metro.

**Committee Discussion:** John Houser, committee staff, presented the staff report. He noted that the chair, with the support of Councilors Monroe and McLain, had requested the drafting of the proposed ordinance to clarify Metro's regulation of certain aspects of the operation of yard debris composing and reload facilities. During the consideration of a recent application for a yard debris reload facility the committee was advised that the chipping or grinding of yard debris at Metro regulated facilities was subject to regulation, but the grinding or chipping of wood waste for the production of hog fuel was not regulated. Thus, the REM regulatory staff indicated that if a compliant were received concerning the chipping or grinding operation, it could be difficult to determine whether Metro could, or could not take any enforcement action. Houser indicated that intent of the proposed ordinance is to provide Metro with regulatory authority over both the chipping and grinding of yard debris and the chipping and grinding of wood waste used in the production of hog fuel at facilities that were otherwise already regulated by Metro.

Councilor Park asked several clarifying questions as to be scope of the change in regulation. He questioned whether the ordinance would affect only the facility that was that was the subject of the recent licensing action or if others would be affected. Roy Brower, REM enforcement manager, noted that about a dozen other yard debris facilities would be affected; though most of them were not in residential areas. Councilor Park asked if there were other non-Metro regulated hog fuel operations in the region. Brower responded that there are other non-regulated facilities, but that the proposed ordinance would not extend Metro regulation to such operations. Park asked if there were other facilities where Metro regulated only a portion of their operation. Brower indicated that there are such facilities, citing East County Recycling, where Metro does not regulate their retail sales operations.

Councilor Monroe spoke in favor of the ordinance, noting that it would provide regulatory consistency and completeness. Councilor Park noted that it would provide protection to both Metro and the facility operator.

Agenda Item Number 6.2

**Ordinance No. 02-934, For the Purpose of Amending the FY 2001-02 Budget and Appropriations Schedule Transferring \$31,000 from Contingency to Operating Expenses in the Building Management Fund, and Declaring an Emergency.**

***Second Reading***

**Metro Council Meeting  
Thursday, February 28, 2002  
Metro Council Chamber**

BEFORE THE METRO COUNCIL

AN ORDINANCE AMENDING THE FY 2001-02	)	ORDINANCE NO. 02-934
BUDGET AND APPROPRIATIONS SCHEDULE BY	)	
TRANSFERRING \$31,000 FROM CONTINGENCY TO	)	Introduced by Mike Burton,
OPERATING EXPENSES IN THE BUILDING	)	Executive Officer
MANAGEMENT FUND, AND DECLARING AN	)	
EMERGENCY	)	

WHEREAS, the Metro Council has reviewed and considered the need to transfer appropriations within the FY 2001-02 Budget; and

WHEREAS, the need for the transfer of appropriation has been justified; and

WHEREAS, adequate funds exist for other identified needs; now, therefore,

THE METRO COUNCIL ORDAINS AS FOLLOWS:

1. That the FY 2001-02 Budget and Schedule of Appropriations are hereby amended as shown in the column entitled "Revision" of Exhibit A to this Ordinance for the purpose of transferring funds from contingency to operating expenses in the Building Management Fund to support the security needs of the Metro Regional Center and to provide for hearing impaired staff and visitors.
2. That because this Ordinance is necessary for the immediate preservation of the public health, safety or welfare of the Metro area in order to meet obligations and comply with Oregon Budget Law, an emergency is declared to exist, and this Ordinance takes effect upon passage.

ADOPTED by the Metro Council this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

\_\_\_\_\_  
Carl Hosticka, Presiding Officer

ATTEST:

Approved as to Form:

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
Daniel B. Cooper, General Counsel

**Exhibit A**  
**Ordinance No. 02-934**  
**FY 2001-02 SCHEDULE OF APPROPRIATIONS**

	<u>Current</u> <u>Appropriation</u>	<u>Revision</u>	<u>Amended</u> <u>Appropriation</u>
<b>Building Management Fund</b>			
Operating Expenses (PS & M&S)	\$805,048	\$31,000	\$836,048
Capital Outlay	65,000	0	65,000
Interfund Transfers	1,703,436	0	1,703,436
Contingency	31,000	(31,000)	0
Unappropriated Balance	1,399,178	0	1,399,178
<b>Total Fund Requirements</b>	<b>\$4,003,662</b>	<b>\$0</b>	<b>\$4,003,662</b>

*All Other Appropriations Remain as Previously Adopted*

## **STAFF REPORT**

**ORDINANCE NO. 02-934, FOR THE PURPOSE OF AMENDING THE FY 2001-02 BUDGET AND APPROPRIATIONS SCHEDULE, TRANSFERRING \$31,000 FROM CONTINGENCY TO OPERATING EXPENSES IN THE BUILDING MANAGEMENT FUND; AND DECLARING AN EMERGENCY**

Date: January 15, 2002

Presenter: Jennifer Sims

### **DESCRIPTION**

The Administrative Services Department (ASD) is requesting a transfer of \$31,000 in appropriation authority in the Building Fund from contingency to operating expenses (personal services and materials and services) for three projects: to implement a pilot project for visitor management; to improve the sound system in the Council Chamber and rooms 370 A&B; and to purchase additional security cameras and recording devices.

### **EXISTING LAW**

ORS 294.450 provides for transfers of appropriations within a fund if such transfers are authorized by official resolution or ordinance of the local jurisdiction's governing body. .

### **BACKGROUND AND DISCUSSION**

It is proposed to decrease contingency by \$31,000 and increase temporary employees in personal services by \$12,000, and maintenance repairs and services by \$19,000. The change would provide for the unanticipated costs detailed below.

#### **Visitor Management Pilot Project - \$12,000**

In July 2001, the Executive Office formed a task force examining security in the Metro Regional Center for the following reasons:

- Several incidences in the building caused staff to question the role of security.
- In the wake of the tragic terrorism events on September 11, 2001, it was prudent to examine security efforts.
- Based on a random survey of employees, seventy-six percent (76%) responded that they did not feel trained about what to do in an emergency situation.
- Employees and visitors expect a secure environment.

The task force recommended a Visitor Management Plan. It is recommended that a pilot project be conducted to evaluate a Visitor Management Plan. The pilot project includes hiring a temporary receptionist, provides for a warm welcome for visitors and to allow greater mobility for security officers throughout the building.

Metro receives several significant advantages with the addition of this position. They are as follows:

- 1) Improved security. This position would assume receptionist duties currently handled by security officers. The officers would then have the mobility to respond to emergency situations, make appointed security rounds, attend training, provide training, prepare standard procedures, etc.
- 2) The receptionist would provide a warm welcome to Metro visitors.
- 3) The receptionist would administer the visitor management program
- 4) The receptionist would assume duties being handled in other parts of the agency.



### **Additional Security Cameras and Recording Equipment - \$9,000**

Metro Regional Center does not have any internal cameras. In order to improve security for visitors and staff, internal cameras and recording equipment are necessary. This would allow a picture be obtained of people entering and exiting the building. A recording device is also required. With new digital technology, pictures are able to be enhanced and sent over the e-mail system. The cameras would act to deter crime and identify criminals.

### **Enhancements for the Hearing Impaired in Council Chamber and 370 A & B - \$10,000**

Facility staff have received complaints from the hearing impaired in the Council Chamber and rooms 370 A & B. A hearing loop can be placed in the Council Chamber. This would send electronic sound waves to hearing aids or devices supplied by Metro to the hearing impaired. Rooms 370 A & B require a new microphone and speaker system. Both locations can be improved for approximately \$5,000 each.

### **BUDGET IMPACT**

The adopted budget for the Building Management Fund included contingency appropriations for unknown expenses. This action does not increase the Building Fund's total appropriation authority, but moves appropriation to the personal services and materials and services to allow for these unanticipated expenditures.

The proposed action would leave the contingency balance at zero.

### **OUTSTANDING QUESTIONS**

None.

### **EXECUTIVE OFFICER'S RECOMMENDATION**

The Executive Officer recommends approval of Ordinance No. 02-934.

**BUDGET AND FINANCE COMMITTEE REPORT**

**CONSIDERATION OF ORDINANCE NO. 02-934, FOR THE PURPOSE OF AMENDING THE FY 2001-2002 BUDGET AND APPROPRIATIONS SCHEDULE TRANSFERRING \$31,000 FROM CONTINGENCY TO OPERATING EXPENSES IN THE BUILDING MANAGEMENT FUND, AND DECLARING AN EMERGENCY**

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Date: February 15, 2002

Presented by: Councilor Bragdon

**Committee Action:** At its February 13, 2002 meeting, the Budget and Finance Committee voted 5-0 to recommend Council adoption of Resolution 02-934. Voting in favor: Councilors Atherton, Bragdon, McLain, Monroe and Burkholder.

**Background** Jennifer Sims, ASD Director, made the staff presentation. ASD is requesting a transfer of funds in the Building Management Fund to implement three projects.

1. Visitor Management Pilot Project--\$12,000.
  2. Adding Internal Security Cameras and recording equipment to Metro Central as a means for enhancing security--\$9,000.
  3. Enhancements for hearing impaired in council chamber and 370 A&B—\$10,000.
- Existing Law: ORS 294.450 provides for transfers of appropriations within a fund, if such transfers are authorized by official resolution or ordinance of the local jurisdiction's governing body.
  - Budget Impact: The request is to transfer \$31,000 from contingency to operating expenses in the Building Management Fund. Operating expenses are increased to \$836,048, contingency is reduced to \$000.

**Committee Issues/Discussion:** In response to committee questions Ms. Sims said the security pilot plan would not include changes to physical attributes of the building, other than movable equipment to guide guests in desired directions.

**Agenda Item Number 7.1**

**Resolution No. 02-3146B, For the Purpose of Encouraging the Procurement of Wood Products from Sustainable Sources and Promoting the Sustainable Forest Product Industry.**

**Metro Council Meeting  
Thursday, February 28, 2002  
Metro Council Chamber**

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF ENCOURAGING ) RESOLUTION NO 02-3146B  
THE PROCUREMENT OF WOOD )  
PRODUCTS FROM SUSTAINABLE ) Introduced by Councilor Rex Burkholder  
SOURCES AND PROMOTING THE )  
SUSTAINABLE FOREST PRODUCT )  
INDUSTRY )

WHEREAS, timber production that is sustainable maintains the long-term biological and economic viability of commercial forests, protects biodiversity, and provides a continuous stream of social and economic benefits to residents of the Metro region and to communities across all of Oregon; and

WHEREAS, increasing the market demand for wood products that come from forests managed and harvested in an ecologically sound, sustainable manner will provide an incentive for commercial timberland operators to sustainably manage more of their forest acreage; and

WHEREAS, Metro wishes to exercise its power to make economic decisions involving its own funds as a participant in the marketplace and to conduct its own business as a municipal corporation to ensure that purchases and expenditures of public monies are made in a manner consistent with sound environmental policies and practices and that promotes the economic health and stability of Oregon-based lumber and wood product businesses; and

~~WHEREAS, Metro seeks to encourage the establishment of programs designed to encourage sustainable forestry by giving preference to products from such forests; and~~ WHEREAS, Metro seeks to encourage the establishment of programs designed to strengthen sustainable forestry; and

WHEREAS, Metro seeks an unbiased certification process that may enable the easy and reliable purchase of sustainable wood products without the need for Metro to create burdensome administrative procedures or to incur excessive costs; and

WHEREAS, a preference for wood that derives from sustainably-certified well-managed forests will not create shortages of building supplies for Metro, inasmuch as many acceptable equivalents are available; now, therefore,

BE IT RESOLVED,

That the Executive Officer shall seek to meet the goals of this resolution by undertaking an examination of optimal product procurement policies to meet the goals of this resolution and coordinating Metro's efforts with other local governments in the region. The Executive Officer's examination should specifically include a review of:

- (a) A neutral and unbiased methodology for certification that promotes the long-term biological and economic viability of commercial forests, the biodiversity of commercial forests, and the economic vitality of resource-based communities throughout Oregon; and

- (b) ~~The availability of wood products that derive from sustainably managed forests as acceptable equivalents to wood products that derive from forests that are not sustainably managed; and~~ Options to eliminate the purchase of products that are manufactured from uncertified old growth wood or uncertified tropical hardwoods; and
- (c) ~~The availability of wood products that derive from certified well-managed forests as acceptable equivalents to wood products that derive from forests that are not certified well-managed; and~~
- (e)(d) ~~The amount of cost variance between common products that derive from sustainably certified well-managed forests as compared with equivalent products from forest that are not sustainably certified well-managed; and~~
- (d)(e) ~~The Executive Officer's recommendations regarding changes to Metro Code and to Metro's administrative policies and procedures that are necessary to achieve the goals of this resolution; and~~
- (f) ~~The amount of additional staff time and expense that are likely to be incurred by Metro on an annual basis as a result of adopting additional policies and procedures intended to achieve the goals of this resolution; and~~
- (g) ~~Opportunities to coordinate the development of and implementation of product procurement policies with other local governments in order to meet the goals of this resolution; and~~
- (g)(h) ~~Whether implementation of the Executive Officer's recommendations should be phased in to permit the wood product providers and forest managers to adapt to such changes and to the need to meet whatever forest certification requirements that the Executive Officer recommends be adopted.~~

The Executive Officer shall report his findings and recommendations to the Metro Council no later than 180 days from the date of approval of this resolution.

ADOPTED by the Metro Council this \_\_\_\_ day of \_\_\_\_\_ 2002.

\_\_\_\_\_  
Carl Hosticka, Presiding Officer

Approved as to Form:

\_\_\_\_\_  
Daniel B. Cooper, General Counsel

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BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF ENCOURAGING ) RESOLUTION NO 02-3146A  
THE PROCUREMENT OF WOOD )  
PRODUCTS FROM SUSTAINABLE ) Introduced by Councilor Rex Burkholder  
SOURCES AND PROMOTING THE )  
SUSTAINABLE FOREST PRODUCT )  
INDUSTRY )

WHEREAS, timber production that is sustainable maintains the long-term biological and economic viability of commercial forests, protects biodiversity, and provides a continuous stream of social and economic benefits to residents of the Metro region and to communities across all of Oregon; and

WHEREAS, increasing the market demand for wood products that come from forests managed and harvested in an ecologically sound, sustainable manner will provide an incentive for commercial timberland operators to sustainably manage more of their forest acreage; and

WHEREAS, Metro wishes to exercise its power to make economic decisions involving its own funds as a participant in the marketplace and to conduct its own business as a municipal corporation to ensure that purchases and expenditures of public monies are made in a manner consistent with sound environmental policies and practices and that promotes the economic health and stability of Oregon-based lumber and wood product businesses; and

~~WHEREAS, Metro seeks to encourage the establishment of programs designed to encourage sustainable forestry by giving preference to products from such forests; and~~ WHEREAS, Metro seeks to encourage the establishment of programs designed to strengthen sustainable forestry; and

WHEREAS, Metro seeks an unbiased certification process that may enable the easy and reliable purchase of sustainable wood products without the need for Metro to create burdensome administrative procedures or to incur excessive costs; and

WHEREAS, a preference for wood that derives from sustainably managed forests will not create shortages of building supplies for Metro, inasmuch as many acceptable equivalents are available; now, therefore,

BE IT RESOLVED,

That the Executive Officer shall seek to meet the goals of this resolution by undertaking an examination of optimal product procurement policies to meet the goals of this resolution and coordinating Metro's efforts with other local governments in the region. The Executive Officer's examination should specifically include a review of:

- (a) A neutral and unbiased methodology for certification that promotes the long-term biological and economic viability of commercial forests, the biodiversity of commercial forests, and the economic vitality of resource-based communities throughout Oregon; and

- (b) ~~The availability of wood products that derive from sustainably managed forests as acceptable equivalents to wood products that derive from forests that are not sustainably managed; and Options to eliminate the purchase of products that are manufactured from uncertified old growth wood or uncertified tropical hardwoods; and~~
- (c) The availability of wood products that derive from sustainably managed forests as acceptable equivalents to wood products that derive from forests that are not sustainably managed; and
- (e)(d) The amount of cost variance between common products that derive from sustainably managed forests as compared with equivalent products from forest that are not sustainably managed; and
- (d)(e) The Executive Officer's recommendations regarding changes to Metro Code and to Metro's administrative policies and procedures that are necessary to achieve the goals of this resolution; and
- (f) The amount of additional staff time and expense that are likely to be incurred by Metro on an annual basis as a result of adopting additional policies and procedures intended to achieve the goals of this resolution; and
- (g) Opportunities to coordinate the development of and implementation of product procurement policies with other local governments in order to meet the goals of this resolution; and
- (g)(h) Whether implementation of the Executive Officer's recommendations should be phased in to permit the wood product providers and forest managers to adapt to such changes and to the need to meet whatever forest certification requirements that the Executive Officer recommends be adopted.

The Executive Officer shall report his findings and recommendations to the Metro Council no later than 180 days from the date of approval of this resolution.

ADOPTED by the Metro Council this \_\_\_\_ day of \_\_\_\_\_ 2002.

\_\_\_\_\_  
Carl Hosticka, Presiding Officer

Approved as to Form:

\_\_\_\_\_  
Daniel B. Cooper, General Counsel

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**BEFORE THE METRO COUNCIL**

FOR THE PURPOSE OF ENCOURAGING ) RESOLUTION NO 02-3146  
THE PROCUREMENT OF WOOD )  
PRODUCTS FROM SUSTAINABLE ) Introduced by Councilor Rex Burkholder  
SOURCES AND PROMOTING THE )  
SUSTAINABLE FOREST PRODUCT )  
INDUSTRY )

WHEREAS, timber production that is sustainable maintains the long-term biological and economic viability of commercial forests, protects biodiversity, and provides a continuous stream of social and economic benefits to residents of the Metro region and to communities across all of Oregon; and

WHEREAS, increasing the market demand for wood products that come from forests managed and harvested in an ecologically sound, sustainable manner will provide an incentive for commercial timberland operators to sustainably manage more of their forest acreage; and

WHEREAS, Metro wishes to exercise its power to make economic decisions involving its own funds as a participant in the marketplace and to conduct its own business as a municipal corporation to ensure that purchases and expenditures of public monies are made in a manner consistent with sound environmental policies and practices and that promotes the economic health and stability of Oregon-based lumber and wood product businesses; and

WHEREAS, Metro seeks to encourage the establishment of programs designed to encourage sustainable forestry by giving preference to products from such forests; and

WHEREAS, Metro seeks an unbiased certification process that may enable the easy and reliable purchase of sustainable wood products without the need for Metro to create burdensome administrative procedures or to incur excessive costs; and

WHEREAS, a preference for wood that derives from sustainably managed forests will not create shortages of building supplies for Metro, inasmuch as many acceptable equivalents are available; now, therefore,

**BE IT RESOLVED,**

That the Executive Officer shall undertake an examination of optimal product procurement policies to meet the goals of this resolution. The Executive Officer's examination should specifically include a review of:

- (a) A neutral and unbiased methodology for certification that promotes the long-term biological and economic viability of commercial forests, the biodiversity of commercial forests, and the economic vitality of resource-based communities throughout Oregon; and
- (b) The availability of wood products that derive from sustainably managed forests as acceptable equivalents to wood products that derive from forests that are not sustainably managed; and



- (c) The amount of cost variance between common products that derive from sustainably managed forests as compared with equivalent products from forest that are not sustainably managed; and
- (d) The Executive Officer's recommendations regarding changes to Metro Code and to Metro's administrative policies and procedures that are necessary to achieve the goals of this resolution; and
- (e) The amount of additional staff time and expense that are likely to be incurred by Metro on an annual basis as a result of adopting additional policies and procedures intended to achieve the goals of this resolution; and
- (f) Whether implementation of the Executive Officer's recommendations should be phased in to permit the wood product providers and forest managers to adapt to such changes and to the need to meet whatever forest certification requirements that the Executive Officer recommends be adopted.

The Executive Officer shall report his findings and recommendations to the Metro Council no later than 180 days from the date of approval of this resolution.

ADOPTED by the Metro Council this \_\_\_\_\_ day of \_\_\_\_\_ 2002.

\_\_\_\_\_  
Carl Hosticka, Presiding Officer

Approved as to Form:

\_\_\_\_\_  
Daniel B. Cooper, General Counsel

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## **STAFF REPORT**

**In consideration of Resolution No. 02-3146, For the Purpose of Encouraging the Procurement of Wood Products from Sustainable Sources and promoting the Sustainable Forest Products Industry**

**Date: December 10, 2001**

**Presented by Rex Burkholder**

### **DESCRIPTION:**

The legislative intent of this resolution is to promote a change in purchasing behavior by Metro to support and encourage the procurement of wood products from sustainable sources. The resolution calls for the Executive Officer to examine a procurement policy to meet the goals set out in the body of the resolution and to report back to the Metro Council within 180 days after passage.

### **EXISTING LAW:**

This resolution requests the Metro Executive Officer to direct staff to study and make recommendations ensuring that Metro's procurement policies encourage, to the greatest extent possible, the procurement of wood products from sustainable sources and the promotion of the sustainable forest products industry. This resolution is neither legislation nor a procedural matter, and is appropriately considered in the form of a resolution pursuant to Metro Code section 2.01.080.

Regarding the subject matter of this resolution, Metro's contracting policies are established in Metro Code chapter 2.04. To the extent that additional ordinances are necessary to implement the recommendations from the committee appointed to study this matter pursuant to this resolution, such ordinances would have to be consistent with, and would likely be additions or amendments to, Metro Code chapter 2.04. In addition, Oregon Revised Statutes (ORS) chapter 279 also contains additional requirements and restrictions applicable to local governments. Thus, recommended legislation must also be in compliance with such provisions. In particular, government procurement in Oregon is generally required, with limited exception; to select the lowest cost bidder or proposer that meets the specifications of a request for bids or proposals. The study committee's recommendations should include consideration of such restrictions.

### **BACKGROUND AND ANALYSIS:**

The sustainable wood products issue brings together issues such as procurement policy with the national debate over the harvesting of old growth timber. While it appears that Metro has very little to do with affecting a national issue, it can use its economic resources toward a purchasing policy that is acceptable to the agency. This complex area has many differences of opinions and Metro must grapple with the key policy choices to implement an effective change.

### **OLD GROWTH DEFINITION**

Numerous definitions exist for old growth. For the sake of background, two approaches to the issue are presented: one from the Oregon Department of Forestry, the other from the perspective of environmentalists. The one used by the Oregon Department of Forestry (ODF) is taken from the glossary of the Forest Ecosystem Management Assessment Team as delineated by the US Department of Agriculture in 1993:

"Old-growth conifer stand -Older forests occurring on western hemlock, mixed conifer, or mixed evergreen sites that differ significantly from younger forests in structure,

ecological function, and species composition. Old growth characteristics begin to appear in unmanaged forests at 175-250 years of age. These characteristics include (1) a patchy multi-layered canopy with trees of several age classes, (2) the presence of large living trees, (3) the presence of larger standing dead trees (snags) and down wood, and 4) the presence of species and functional processes that are representative of the potential natural community. Definitions are from the Forest Service's Pacific Northwest Experiment Station Research Note 447 and General Technical Report 285, and the 1986 interim definitions of the Old-Growth Definitions Task Force."

According to ODF, in the northwest Oregon State forests, large disturbances or timber harvest eliminated almost all old growth stands before the state acquired the lands. Currently only scattered old growth trees and a few remnant patches of old growth are known to exist in the planning area. In the future, old growth will likely occur on state forest lands in areas managed for special purposes such as riparian areas, nesting habitats for bald eagles or northern spotted owls, genetic stock of residual old growth trees remaining from the Tillamook Burn, or other areas of special concern.

ODF's "Older Forest Structure" is the managed stand type that is intended to emulate some, and possibly many, of the functions of old growth. As the *Northwest Oregon State Forests Management Plan* is implemented, scientific research and monitoring will be necessary to determine if Older Forest Structure can provide the functions of Old Growth or if the characteristics of Older Forest Structure should be modified to better emulate specific Old Growth functions.

However, there is another side to this argument that is embraced, to varying degrees, by many environmentalists.

The world's endangered, old-growth forests are the Earth's oldest and richest terrestrial ecological systems; old-growth forests are critical to maintaining soil and water productivity, moderating the effects of climate change, and are home to nearly half of all the Earth's plant and animal species; and old growth forests are also home to millions of indigenous peoples worldwide. The United States has already lost more than 96 percent of its old-growth forests and nearly three-quarters of what remains is located on public lands, mostly in National Forests. Old-growth forests are being destroyed worldwide, with more than half of the world's original forests already logged or degraded; much of this destruction has occurred within the past three decades; and industrial logging, to produce timber, pulp and paper, has been cited as the predominate threat to old-growth forests, affecting more than 70 percent of the world's threatened intact forests.

The United States is the world's largest user of wood products from old-growth forests. This fact is relevant because deforestation of old-growth forests has been scientifically linked to atmospheric imbalance and global warming, known as the Greenhouse Effect, caused by increased concentrations of carbon dioxide (CO<sub>2</sub>) in the global atmosphere and the effects of global warming include drought, floods, melting of the polar ice caps and changes in weather patterns worldwide. In addition, the destruction of old-growth forests at the current rate results in reckless habitat destruction; habitat destruction is causing a mass extinction of plant and animal species so severe that nearly two-thirds of the world's plant and animal species will be threatened with extinction by 2100; and such extinction will result in a consequent loss of genetic diversity invaluable to the production of medicines and food products. A global reason to address this issue is because old-growth forest destruction around the world causes the displacement of indigenous tribal peoples, some of whom have never before been contacted by the modern world and displacement results in the death of these people, the destruction of their culture, and the loss

of their intimate knowledge of commercial, medicinal and nutritional uses of rainforest species, which is often superior to that of any western-trained scientist.

Many environmentalists therefore believe it is critical to the survival of the planet that the United States and other industrialized nations take immediate measures to reduce consumption of all forest products while eliminating consumption from the last remaining endangered old-growth forests to avert irreversible global environmental destruction.

Thus, many persons have called for a change in Metro's procurement process to eliminate the use of old-growth wood and wood from public lands (unless that wood is certified as sustainably harvested by the Forest Stewardship Council or a certification organization that bases its standards on the principles and criteria of the Forest Stewardship Council) with a preference for wood that is certified as sustainably harvested. Using such an approach, Metro can help foster responsible stewardship of our forest resources and can ensure that it provides its services in an ecologically sustainable way.

While protection of old growth forests has been the rallying cry for environmental groups, the rigorous application of a sustainability framework to the public policy discussion calls for a broader definition of the forests that need to be protected. For example, in certain southeastern U.S. forests, the long leaf pine is systematically being replaced by the more commercially attractive southern yellow pine. The extinction of any species diminishes the biodiversity of our ecosystem, which violates one of the key principles of any sustainability framework. The policy debate on sustainable forest management now focuses on protection of "high conservation value" forests. Old growth forests that are not managed in a certified sustainable manner would be a subset of this group. Other criteria that would qualify a forest for this group would be a need to protect biodiversity or a need to protect a social or cultural value, such as a Native American burial ground.

### **CHAIN OF CUSTODY ISSUES**

Metro does not have sufficient information on the origins of the products the agency uses, and, in order to achieve the goals of this resolution; Metro needs to encourage forest products suppliers to adopt minimally burdensome and independently verifiable chain of custody tracking systems. This is much more difficult and contentious than it sounds.

However, a chain of custody requirement is central to the effective implementation of this procurement policy. It connects the buyer to the tree, allowing downstream market demand to move forest management in a more sustainable direction.

The rigor associated with a chain of custody requirement can be increased over time in order to let the industry adjust. For example, the initial chain of custody requirement might be provision of self-reported information, such as shipping manifests that link the various parties involved from the forest to the product. Certification would be optional in this initial phase. A trade off for adopting rigorous certification as a requirement for implementation might be that certain forest areas or wood sources might be prohibited. For example, any product coming from British Columbia might be considered off limits as a significant area of those forests are considered old growth. Also, one might eliminate purchase products from certain species associated with old growth or endangered forests, such as redwood, Western red cedar or tropical hardwoods, such as teak and mahogany.

However, it is critical to define the desired chain of custody requirement so that an effective and timely signal can be sent to the forest product industry. The desired chain of custody requirement would involve an independent (of the forest industry) third party that certifies the processes of all parties in the production chain meet consistent international standards. International standards are the ideal due to the mobility of wood flow. Significant quantities of wood and paper are imported into the U.S. for forest product manufacture or direct consumption.

### **CERTIFICATION**

Verification of chain of custody information and the environmental standards followed by the involved parties would be extremely burdensome and costly for Metro. That role needs to be provided by independent third-party organizations. This field is rapidly evolving, with different approaches that increase the rigor in both areas of reporting and adopted environmental standards.

There are at least five organizations that provide some type of independent third-party review or certification of forest management and forest products. The Forest Stewardship Council (FSC) has emerged as an effective tool to encourage sustainable forestry by both certifying that logging practices in certain operating areas are in adherence to a set of just and responsible ecological and social principles and by then tracing such wood products from the forest to the end user. FSC is an international certification organization that is independent of the forest products industry and has the support of most environmental organizations.

The Sustainable Forest Initiative (SFI) has been developed by the American Forest & Paper Association, the U.S. trade association for the forest products industry. AF&PA requires its U.S. members to adhere to SFI standards, which has resulted in the departure of some forest companies as members of the association. It establishes a baseline of performance for U.S.-based companies that is built on the concepts of sustainable forest management.

A comparative analysis of the FSC and SFI programs was completed by the Meridian Institute in October 2001. Both programs accepted the analysis statement. While there are several similarities, there are also significant differences in certification (i.e. SFI uses self-reported data from its members), scope (e.g. SFI is U.S.-based, FSC is international), use of chemicals, biological diversity (e.g. SFI focuses on habitat diversity does not address FSC requires biological diversity and associated values), use of genetically modified organisms (e.g. SFI approves, FSC rejects), public reporting, rights of indigenous peoples and other areas.

CSA International (formerly the Canadian Standards Association International) is expanding its current certification program for Canadian forests to one that would continue through to the final product. It appears to be subscribing to similar standards used by FSC.

In addition to these comprehensive certification approaches, there are several more limited third-party efforts. The Chlorine-Free Products Association monitors the production of fibers that are made without pulp from old-growth forests and without bleaching from chlorine or chlorine compounds (which released dioxin in the discharge water).

Sustainable Northwest, a Portland-based organization, has developed a collaborative business network with six Pacific Northwest rural communities. This partnership program involves wood manufacturers that add value to wood removed as part of forest restoration. While some products come from FSC-certified forests, other products come from public forests that are not certified. However, these products are derived from utilizing "scrap trees" whose removal promotes the

overall health and increases the diversity of those forests. Sustainable Northwest provides periodic monitoring to ensure that participants adhere to its vision and values.

### **EMERGING PRODUCT LINES**

Many believe that a sustainable wood products market is emerging. Positive reinforcement of best management practices through targeted purchasing supports those businesses and as a result created a market niche. Procurement policies can send a strong market signal to this end.

The Certified Forest Products Council (CFPC), which certifies products made from sustainably harvested wood, has only approved the FSC program to date. However, CFPC is currently reviewing the proposed certification system by CSA International.

One benefit of an independent chain of custody certification system from tree to product based on international standards is that it makes the implementation of a sustainable wood procurement policy much easier, cutting the cost and time involved. CFPC has developed a certified products database that contains 26 categories, including consumer goods, furniture, lumber, roofing, and paper and paperboard. In general, there are 10 to 30 suppliers in each category, with lumber having the most sources at 180 and paper and paperboard having the fewest number of sources at 2. However, several large paper manufacturers, particularly Canadian companies, are expected to receive certification in the next six to 12 months.

One other issue associated with certification is how to deal with products and mills that use multiple feedstock sources, of which some may be certified and some may not. FSC has adopted a standard for percentage-based claims, in which a product or party can be certified if it is shown that 70% of the feedstock comes from a certified source. In this case, a certified paper would need to be made from fiber, of which 70% came from pulp made from certified forest wood chips or from pulp made from recycled paper.

### **PRICE VARIANCE**

Wood markets are extremely volatile and product prices fluctuate almost daily. In general, certified finished products, such as shelving, will be more price competitive than products, such as 2x4s. Also, the ability to source certified products from local manufacturers would cut down the transportation cost. Thus, one implementation strategy for cost containment might be to identify those products for which these optimal characteristics are met. In these cases, the product specification would require a chain of custody certification to standards adopted by Metro and the current low bid approach in a request for bid could be maintained.

A second strategy would be to take a product budget and expand that budget by a certain percentage that would be consistent with Metro's financial commitment of a 10% price preference to support recycled content products. For example, Metro spends about \$20,000 annually on copier paper. It would expand its budget by 10% to \$22,000 in order to support the purchase of sustainably certified paper. Metro would then issue a Request For Bid that asked for unit (e.g., per-pallet or per-case) prices on sustainably certified paper and non-certified paper. Bidders could respond to one or both categories. Metro would optimize its purchase of the certified product, while ensuring that the balance came from non-certified sources so that it obtained the total amount of paper required without exceeding its budget. Both papers would have to provide chain of custody information.

## **CHANGING CONTRACT REVIEW BOARD STANDARDS**

If approved, this legislation would indicate that Metro wishes to exercise its power to make economic decisions involving its own funds as a participant in the marketplace and to conduct its own business as a municipal corporation to ensure that purchases and expenditures of public monies are made in a manner consistent with sound environmental policies and practices.

The change in procurement policy would affect items ranging from paper requisition to large capital projects that exceed the \$50,000 threshold. The Executive Officer will be asked to ascertain how to best accomplish the goals stated in the resolution. These include 1) a neutral and unbiased methodology for certification that promotes the long-term biological and economic viability of commercial forests, 2) the availability of wood products that derive from sustainably managed forests as acceptable equivalents to wood products that derive from forests that are not sustainably managed, 3) amount of cost variance between common products, 4) make recommendations to changes to the Metro Code and to administrative policies and procedures, 5) necessary staff work, 6) a phase-in recommendation to allow for providers to make changes and to meet needed forest certification requirements.

Beyond what is listed, the resolution places an emphasis on moving to independently certified sustainably managed forests. Metro will need to decide if it is also drawing a bottom line to reduce and eliminate by a target date any purchases for forest products that come from endangered forests, domestic or foreign. This is important in shaping a chain for custody and verification system.

Alternatives exist in examining procurement mechanisms that include certification but protect against the non-delegation doctrine (which would prohibit Metro from requiring vendors to meet certification requirements promulgated by an independent organization because those requirements could change over time without Metro approval). Metro Code could be amended to incorporate verbatim standards and goals used by a certification entity. Metro's standards would not change even if the standards of the certification entities did change. The Executive Officer could then make blanket administrative determinations that specific organizations' certification standards satisfied the Metro requirements, and the Executive Officer would also still permit other, non-privately certified vendors to show that they meet Metro's standards.

## **OTHER ENTITIES THAT HAVE ADOPTED SUSTAINABLE PURCHASING REQUIREMENTS:**

In the past two years, several hundred companies, including Lowe's, Home Depot, and IKEA, have committed to eliminate their use of wood from endangered old-growth forests by the year 2002 or earlier and many of these companies have specified areas to be protected, such as British Columbia's Great Bear Rainforest, and have already begun to identify alternatives to old-growth wood and to make immediate substitutions.

## **BUDGET IMPACT:**

It is anticipated that the Executive Officer will find that the goals of this resolution can be completed within existing resources. Implementation of a sustainable wood products procurement system could have a variety of budget impacts. For example, a single staff person currently administers the centralized elements of Metro's contracting process. If this new system were to require centralized administration, additional staff resources could be needed. Such

centralized administrative activities could include monitoring independent certification programs, development of administrative procedures and standardized contract language and review of individual department contracts for compliance.

The sustainable wood products industry is an emerging one. Thus, the number of vendors capable of providing a particular product may be limited. This potential lack of a competitive marketplace could result in higher product costs.

State law may currently limit the types of bidding processes that could be utilized to implement this new procurement system. For example, current law may not authorize the granting of price preferences for the purchase of sustainable wood products. If such preferences could not be given, Metro might be required to use a request for proposal (RFP) procurement process rather than a request for bid (RFB) process. The use of an RFP process is generally considered to be more costly than an RFB process because the bid documents and the evaluation process are more complex and time consuming.

Price preferences generally provide that the purchaser (Metro) would be willing to pay up to a set percentage more for a product that meets certain standards. In this case the standard would be that the item is a sustainable wood product. Such price preferences generally range from 5-10%. If the use of price preferences is permitted or authorized by the legislature at some future date, such preferences could result in higher product costs.

#### **OUTSTANDING QUESTIONS:**

1. How would this policy effect Oregon's timber industry?
2. Will this legislation damage or enhance our relationship with rural legislators?
3. How does Metro identify old-growth forests and endangered tropical hardwood species, mills that source from these forests and use these wood species, and common products?
4. How would the requirement of this chain of custody information affect the lead-time that Metro needs to give contractors and vendors during a bid?
5. Should Metro become a member of Certified Forest Products Council? How could this policy best be implemented without violating the non-delegation doctrine?
6. Should Metro require chain of custody information from products it uses as a course of business, but that it does not purchase?
7. Can the goals of this resolution be achieved without granting a price preference for sustainable wood products? If not, can a price preference be implemented consistent with Oregon law, or would Oregon law have to be amended to include such a price preference?



## **GOVERNMENTAL AFFAIRS COMMITTEE REPORT**

### **CONSIDERATION OF RESOLUTION NO. 01-3146B, FOR THE PURPOSE OF ENCOURAGING THE PROCUREMENT OF WOOD PRODUCTS FROM SUSTAINABLE SOURCES AND PROMOTING THE SUSTAINABLE FOREST PRODUCT INDUSTRY**

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Date: February 19, 2002

Presented by: Councilor Burkholder

**Committee Recommendation:** At its February 14 meeting, the committee considered Resolution No. 01-3146 and voted unanimously to send the resolution, as amended, to the Council for adoption. Voting in favor: Councilors Monroe and Burkholder and Chair Bragdon.

**Background:** The intent of the proposed resolution is to request that the Executive Officer direct staff to undertake an analysis and make recommendations concerning changes in Metro's purchasing practices to support the procurement of wood products from sustainable resources. The recommendations would need to be consistent with, and likely amend, Metro Code Chapter 2.04. Any changes also would have to conform to applicable state law in ORS Chapter 279.

#### **Committee Discussion:**

The committee considered the proposed resolution at both its January 24 and February 14 meetings. At the January 24 meeting, Councilor Burkholder reviewed the staff report and the intent of the resolution. He noted that he introduced the resolution at the request of several constituents who believe that Metro should not use old growth wood products. He explained that the initial step in the process to modify Metro's wood product purchasing patterns would be to review programs that provide independent certification of wood products produced from sustainable resources.

Representatives from the Sierra Club, the Northwest Chapter of Rainforest Relief and Sustainable Northwest all testified in favor of the resolution, but noted that its language should be strengthened to protect old growth and tropical hardwood forests.

Chair Bragdon asked about the potential impact on the Convention Center expansion project. Jeff Lockwood, representing Rainforest Relief, indicated that virtually all of the wood in the expansion project is from second-growth forests.

Chair Bragdon also asked if Metro would just be transferring potential environmental damage to another part of the world. He also noted that he did not want to give an unfair advantage to foreign competitors that would not be subject to the same level of regulation. Joe Keating, representing the Sierra Club, indicated that many environmental groups are working to improve logging practices on an international basis.

Councilor Burkholder indicated that Metro should work with its local partners in addressing this issue. Councilor Monroe suggested that language could be added relating to local cooperation.

At Councilor Burkholder's request, the resolution was held over to give him an opportunity to consider potential amendments related to old growth and tropical hardwoods and local government coordination.

At the February 14 meeting, Councilor Burkholder presented amendments to the proposed resolution. The amendments added a new (b) to the "be it resolved" language related to the examination of options for the elimination of products manufactured from uncertified old growth and uncertified tropical hardwood forests. A new (g) also would be added which would insure the coordination of Metro's efforts with those of other local governments in the region.

Those who testified at the earlier hearing testified in support of the amendments. Mr. Keating also recommended that the phrase "sustainably managed" that appears several times in the resolution be replaced with the phrase "certified well-managed". He indicated that this phrase is more clearly definable. Councilor Burkholder agreed with the proposed change. The committee approved the changes proposed by Councilor Burkholder to the original resolution and Mr. Keating's suggested change.

**Agenda Item Number 7.2**

**Resolution No. 02-3147, For the Purpose of Reallocating a Portion of the Multnomah County Local Share Funds from the Metro Open Spaces Bond.**

**Metro Council Meeting  
Thursday, February 28, 2002  
Metro Council Chamber**

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF REALLOCATING A ) RESOLUTION NO. 02-3147  
PORTION OF THE MULTNOMAH COUNTY )  
LOCAL SHARE FUNDS FROM THE METRO )  
OPEN SPACES BOND ) Introduced by Mike Burton, Executive Officer

WHEREAS, funding for Multnomah County Local Share Projects comes from Metro's Open Spaces, Parks and Streams bond measure, approved by the voters of the region in May 1995; and

WHEREAS, Multnomah County was allocated \$3,401,545 to complete its local share projects; and

WHEREAS, Metro Regional Parks and Greenspaces Department administers the local share funds and projects for Multnomah County pursuant to Resolution No. 96-2285; and

WHEREAS, the Multnomah County local share intergovernmental agreement (IGA) requires that any changes to Multnomah County's local share project list or the reallocation of funds must be approved by Metro Council at a public hearing; and

WHEREAS, Metro Regional Parks and Greenspaces Department has consulted with Multnomah County on the proposed reallocation of funds among the local share projects as required by the provisions of the IGA transferring parks from the County to Metro; and

WHEREAS, the Regional Parks and Greenspaces Advisory Committee has considered this proposal at its January 8, 2002, meeting and recommended approval; now therefore

BE IT RESOLVED

That the Metro Council approves the reallocation of Multnomah County Local Share Project Funds as indicated in Exhibit A.

ADOPTED by the Metro Council this \_\_\_\_ day of \_\_\_\_\_, 2002.

\_\_\_\_\_  
Carl Hosticka, Presiding Officer

Approved as to form:

\_\_\_\_\_  
Daniel B. Cooper, General Counsel

**Proposed Reallocation of Multnomah County Local Share Program  
Administered by Metro Regional Parks and Greenspaces Department**

**Proposed changes to be approved by Metro Council via Resolution 02-3147**

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- **Ancient Forest Capital Improvements**  
Project to be declared infeasible. Remaining \$149,451 to be reallocated to M. James Gleason Boat Ramp improvements.
- **Howell Territorial Park Capital Improvements**  
Revise the local share project list to provide funding up to \$310,000 for land acquisition rather than capital improvements at Howell Territorial Park.
- **M. James Gleason Boat Ramp Improvements**  
\$90,000 was originally budgeted for improvements to enhance public access to the Columbia River from the boat launch located at 43<sup>rd</sup> and Columbia Drive. Funds from the Ancient Forest Preserve (\$149,451) would be reallocated to this project.
- **Smith and Bybee Lakes Capital Improvements**  
New proposed project. \$220,000 would be reallocated from the “either Oxbow or Howell” budget for the first phase of implementation of the adopted Smith and Bybee Lakes Facilities Plan.

**Previously approved projects**

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- **Whitaker Ponds Acquisitions**  
No changes proposed. Land acquisition goals have been met.
- **Hogan Cedars Acquisitions**  
No changes proposed. Land acquisition goals have been met.
- **Tryon Creek Acquisitions**  
No changes proposed. Land acquisition goals have been met.
- **Oxbow Regional Park Capital Improvements**  
No changes proposed.  
To date three capital projects have been completed at Oxbow Regional Park:
  1. **Park infrastructure improvements**: upgrading the park’s water treatment, water delivery, electrical and communication systems.
  2. **Campground improvements**: construction of the first ever flush restroom facilities at Oxbow including two restroom/shower buildings, a septic sewer system that will serve current and future park improvements, improved vehicle and trail access and replacement of pit toilets with vault toilets at additional locations within the campground.
  3. **Vault toilets**: replacement of up to 8 pit toilets within the park with four new vault toilets.

The remaining funds from the “either Oxbow or Howell” allocation will be used to complete capital improvement projects at Oxbow. These funds are earmarked for new group picnic shelters and restrooms at the park.

- **Burlington Bottom Capital Improvements**  
No changes proposed. Trail and bridge improvements completed.
- **Sauvie Island Boat Ramp Improvements**  
No changes proposed. Project complete.
- **Blue Lake Park Capital Improvements**  
No changes proposed. Improvements pending Council approval of the Blue Lake Park Economic Feasibility Study.
- **Springwater Corridor Improvements**  
No changes proposed. Project complete.

## STAFF REPORT

### CONSIDERATION OF RESOLUTION NO. 02-3147 FOR THE PURPOSE OF REALLOCATING REMAINING MULTNOMAH COUNTY LOCAL SHARE PORTION OF METRO OPEN SPACES BOND FUNDS

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Date: December 27, 2002

Presented by: Charles Ciecko  
Heather Nelson Kent

#### Proposed Action

Resolution No. 02-3147 requests Metro Council approval to reallocate the remaining Multnomah County local share portion of Metro's Open Spaces, Parks and Streams bond funds to new projects.

#### Existing Law

Oregon Regulatory Statute (ORS 190.010) authorizes Metro to enter into intergovernmental agreements. Metro Code Chapter 2.02 establishes procedures for Metro to enter into intergovernmental agreements.

Metro Council Resolution No. 96-2285 authorized the Phase II intergovernmental agreement (IGA) between Multnomah County and Metro transferring ownership and full responsibility for all Multnomah County parks, natural areas, golf courses, and the Expo Center to Metro. The IGA also authorized Metro to administer Multnomah County's portion of the local share funds from the Open Spaces, Parks and Streams bond measure.

Resolution No. 99-2763 established the current allocation of funds for Multnomah County local greenspace projects.

#### Background

In January 1995, Metro Council referred a \$135.6 million bond measure (Resolution No. 95-2074-A) to the qualified voters of the Metro district to appear on the May 16, 1995, ballot. A component of the bond measure included \$25 million to be spent by cities, counties and park districts that provided park services on land acquisitions and capital improvements. Metro, along with 25 other park providers, were eligible for these funds. To be eligible for the funding, projects had to be for natural resource related activities and follow local share (Attachment 1).

Multnomah County was allocated \$3,401,545 to carry out its local share program. The county's original local share project list was developed in 1994 and amended in 1999 to better position Metro's regional park facilities in support of its mission to establish a regional greenspaces system. New information about certain projects makes additional changes to the local share program necessary.

As part of the administration of the local share program, Metro requires that any change to a project list must be approved by the recipient's governing body through a public process. In order to be consistent with this policy the Metro Council is required to provide an opportunity for public testimony and formally approve any changes to the Multnomah County local share program priorities.

Local share dollars are being utilized to fund capital improvement projects and acquisition for Metro's regional parks and greenspaces facilities. The following changes to the current local share allocation for Multnomah County are recommended:

1. Declare the Ancient Forest Preserve project infeasible and move the remaining local share funds to the M. James Gleason Boat Ramp capital construction budget to provide necessary grant matching funds from the State Marine Board. Remaining funds total \$149,451.

A master plan for public use and access to the Ancient Forest Preserve was adopted by the Metro Council in 1996. The Friends of Forest Park (FOFP) own the Ancient Forest Preserve. In 2002 Metro acquired a 332-acre site (Agency Creek) which surrounds the Ancient Forest. The site is in reforestation. To best preserve the unique natural resource that the Ancient Forest represents, Metro and the FOFP agree that public access is undesirable. Until funds are identified that will allow for public access to the Metro-owned Agency Creek site, this project should be put on hold. For the purposes of the local share program the Ancient Forest project should be declared infeasible.

Improvements to the M. James Gleason Boat Ramp will provide recreational boaters with improved access to the Columbia River. It is one of only two public access points to the Columbia located in the Portland metropolitan area. Planning for these improvements has been underway for several years. The Metro Council adopted a master plan in 1998 and Metro acquired adjacent property from the Port of Portland necessary for implementation of the plan's recommended improvements in 1999. Design and engineering was completed in 2001. Currently Metro, in partnership with the Oregon State Marine Board and Multnomah County, is in the process of submitting the necessary land use applications needed prior to applying for construction permits. To date, Metro has leveraged grant funding and contributions totaling \$328,625 and additional grant funding is likely, provided that Metro provides the necessary matching funds. The reallocation of the Ancient Forest local share dollars will provide the necessary matching funding and allow the investment in planning and permitting to be brought to fruition.

2. Reallocate \$220,000 to Smith and Bybee Lakes for implementation of the Smith and Bybee Lakes Facilities Plan and provide necessary matching funds for potential grant applications.

The Smith and Bybee Lakes Recreational Facility Plan was adopted by the Metro Council in 1999. The plan calls for relocation of the visitor parking lot, improved access to the Lakes, enhanced interpretation of the unique natural history, and the first official boat launch. Relocation of the boat launch has become a high priority for the department and the Smith and Bybee Lakes Management Committee since it has been well documented that the current access point for canoes and kayaks places paddlers in sensitive habitat where they repeatedly disturb Western Painted Turtles.

Funding for Smith and Bybee Lakes would come from local share dollars currently allocated to "either Oxbow Regional Park or Howell Territorial Park" per Resolution 99-2763.

3. Provide funding up to \$310,000 for land acquisition rather than for capital improvements at Howell Territorial Park.

In 1997 Metro purchased 20 acres adjacent to Howell Territorial Park from Marge Taber and, in addition, secured a right-of-first-refusal for the acquisition of approximately 20 acres and a residence. These 20 acres have important historical value, as they were part of the Howell farm. Due to the death of Marge Taber, and the decision of her daughter to sell the property, Metro is in the position to acquire this remnant of the original land claim. A small, forested parcel adjacent to the park property is also available for purchase that includes additional river frontage. Acquisition of these two properties will allow Metro to enhance the natural resource values of the entire area (by removal of the cattle grazing and farming around Howell Lake) and reduce the number of private owners sharing



park road access. This acquisition is considered a one-time opportunity and therefore the department's highest priority at Howell Territorial Park.

Mike Burton sent Multnomah County Chair Diane Linn a letter dated Dec. 21, 2001, advising the Board of Metro's proposal to reallocate Multnomah County local share funds. According to the agreement transferring parks from Multnomah County to Metro, Metro is responsible for administering the local share projects. Metro may, after consultation with the County Board, determine that projects are cost prohibitive, degraded, or otherwise infeasible and substitute other eligible projects as necessary. The county has made no comment regarding this proposal.

Budget Impact

The proposed reallocation will not affect the department's budget.

Outstanding Questions

None.

Executive Officer's Recommendation

The Executive Officer recommends approval of Resolution No. 02-3147.

**GREENSPACES GENERAL OBLIGATION BOND MEASURE  
LOCAL SHARE GUIDELINES**

Local governments will be entitled to receive a portion of the regional greenspaces bond measure funds based on the allocation formula in the Metropolitan Greenspaces Master Plan adopted in July 1992. Projects eligible for local share funding must meet the following criteria:

1. Eligible agency is a park provider as of July 1, 1991.
2. Funds must be expended on greenspaces related activities only including:

Acquisition

- Fee simple (or easement) to purchase regionally significant greenspaces and/or trail corridors identified in the Metropolitan Greenspaces Master Plan, and/or locally determined significant greenspaces and/or trail corridors.
- Costs associated with the acquisition of property.

Capital Improvements

- Restoration or enhancement of natural areas.
  - Trail construction.
  - Access facilities such as roads that are an integral part of the greenspace, parking, boat ramps, trail heads, Americans with Disabilities Act (ADA) requirements.
  - Public use facilities such as rest rooms, picnic tables, shelters, viewing blinds, water systems, camp sites, fishing piers, and associated appurtenances including signs, fences, security lighting and barbecues.
  - Environmental education facilities such as nature centers and interpretive displays.
3. The park provider will enter into an Intergovernmental Agreement (IGA) to be approved by the Metro Council and the governing board of the park provider. The IGA shall require signage and the project site in an appropriate location(s) to acknowledge Metro, the park provider and other project partners; funds from the bond measure shall not be used to replace local funds on the project; and funds from the bond measure should leverage other sources of revenue when possible.
  4. A list of local share projects with estimated costs, approved by the governing board of each jurisdiction shall be delivered to Metro no later than November 1, 1994 to be eligible for local share funding.
  5. Greenspace sites subject to local share funding will be maintained for its intended recreational, natural area or trail activities.

**Agenda Item Number 7.3**

**Resolution No. 02-3155, For the Purpose of Appointing Donald Olson and Elizabeth Tucker and Reappointing Scott Seibert to the Metro Committee for Citizen Involvement (MCCI).**

**Metro Council Meeting  
Thursday, February 28, 2002  
Metro Council Chamber**

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF APPOINTING DONALD OLSON	)	
AND ELIZABETH TUCKER AND REAPPOINTING SCOTT	)	RESOLUTION NO. 02-3155
SEIBERT TO THE METRO COMMITTEE FOR CITIZEN	)	INTRODUCED BY MIKE BURTON
INVOLVEMENT (MCCI)	)	

WHEREAS, Objective 1.1 of the Regional Urban Growth Goals & Objectives states that Metro shall establish a Regional Citizen Involvement Coordinating Committee to assist with development, implementation and evaluation of its citizen involvement program; and

WHEREAS, the Metro Charter also called for the creation of an Office of Citizen Involvement, and the establishment of a citizens committee therein; and

WHEREAS, the Metro Council created said Office and established Metro Committee for Citizen Involvement (MCCI) as the citizen committee within that Office, by adopted Ordinance No. 93-0479A; and

WHEREAS, there are vacancies in MCCI membership with appointments to be made in Districts 3, 5 and 6; and;

WHEREAS, MCCI member Scott Seibert has recently moved from District 4 to District 5, and;

WHEREAS, a recruitment and selection process has been initiated, resulting in the nomination of the citizens Donald Olson to represent District 3 and Elizabeth Tucker represent District 6 on MCCI:

BE IT RESOLVED that the Metro Council appoints Donald Olson and Elizabeth Tucker, and reappoints Scott Seibert as members of MCCI .

ADOPTED BY THE METRO COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2002.

\_\_\_\_\_  
Presiding Officer Carl Hosticka

Approved as to Form

\_\_\_\_\_  
Office of General Counsel

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 02-3155, FOR THE PURPOSE OF APPOINTING DONALD OLSON AND ELIZABETH TUCKER AND REAPPOINTING SCOTT SEIBERT TO THE METRO COMMITTEE FOR CITIZEN INVOLVEMENT (MCCI)

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JANUARY 10, 2002

CARY STACEY (X1539)

**Brief description of resolution**

This resolution is intended to appoint two new members to the Metro Committee for Citizen Involvement (MCCI).

**Existing law**

Metro Code Chapter 2.19.100 and Ordinance 00-860 are the relevant legal documents related to this appointment.

**Background**

MCCI has continued to attempt to fill its vacancies. In addition to personal contacts, MCCI has distributed information at Coffee Talks, notified agency staff, and done some advertising.

Donald Olson lives in District 3. He has participated in a number of organizations, including the Oregon Agri-Business Council, the Portland Metropolitan Rotary, and the Sherwood Grange. Having grown up in this area, he is interested in transportation issues and how they have changed the region. Mr. Olson's application to the committee is attached to Resolution 02-3155 as Exhibit A.

Elizabeth Tucker lives in District 6. Her volunteer experience includes serving as a member of various volunteer boards at Immanuel Christian Fellowship and spending a year volunteering at Harvest House in Newberg. She is interested in planning issues and believes their importance stems from planning's far-reaching consequences and its need for balance. Ms. Tucker's application to the committee is attached to Resolution 02-3155 as Exhibit B.

Scott Seibert has served as a member of MCCI since May of 2001. He has indicated interest in continuing to serve on MCCI since his December move to District 5.

**Budget impact**

None

**Recommendation**

That the Metro Council adopt Resolution 02-3155.

Application for Citizen Involvement

Name DONALD K. OLSON Council district/County CD#3/WASHINGTON  
Address 12730 SW WALNUT TIGARD State/ZIP OREGON 97223  
Phone: Home 590-2560 Work 952-9900 FAX - e-mail donald\_olson50@hotmail.com  
Occupation/place of employment REAL ESTATE/HORSE FARMS

Education, work or volunteer experience PUBLIC SCHOOLS IN TIGARD, OREGON, WILLAMETTE UNIVERSITY (HISTORY) SALEM, US ARMY FIELD ARTILLERY OFFICERS SCHOOLS, COMMAND GENERAL STAFF COLLEGE. 20 YEAR RESTAURANT MANAGEMENT. VOLUNTEER EXPERIENCES WITH ROTARY. I AM CLOSELY INVOLVED WITH OSU'S WILDLIFE HABITAT PROGRAM THRU ROTARY AND PORTLAND AND SHERWOOD PUBLIC SCHOOLS.

List and describe any involvement you have had with groups, boards, organizations, etc.

PAST SECRETARY OREGON AGRI-BUSINESS COUNCIL, PAST SECRETARY PORTLAND METROPOLITAN ROTARY, CURRENT ROTARY FOUNDATION SECRETARY. CURRENT ASSISTANT TREASURER 218th FIELD ARTILLERY REGIMENT, PROJECT MANAGER PORTLAND METRO ROTARY. CIVIC SERVICE CHAIRMAN SHERWOOD GRANGE. MEMBER OF OREGON STATE EMPLOYER SUPPORT OF THE GUARD AND RESERVE.

Name the committee(s) you are interested in and explain why you think the committee issues are important

TRANSPORTATION POLICY ALTERNATIVES COMM.  
I AM A 49 YEAR RESIDENT OF TIGARD. MY ROAD WAS ONE GRAVEL AND GOING TO BEAVERTON OR LAKE OSWEGO WAS GOING ON A JOURNEY. NOW, MY BUSINESS REGULARLY TAKES ME TO BANKS, SHERWOOD AND THE PORTLAND AIRPORT. I MAKE REGULAR TRIPS DOWNTOWN.

NOW, I USE E-MAIL AS MUCH AS POSSIBLE, OR PLAN TRIPS FOR MID-DAY.

A VARIETY OF TRANSPORTATION METHODS EXIST IN THE METRO AREA. CLEARLY USING MASS TRANSIT FOR WORK COMMUTING IS INCREASINGLY IMPORTANT. EXPANSION OF CURRENT ROADWAYS IS INDICATED WHERE APPROPRIATE, INCREASED HIGH DENSITY HOUSING BRINGS, NATURALLY, MORE AND MORE CARS, ALONG WITH THIS, THE VITAL NEED TO IMPROVE TRANSPORTATION IN OUR AREA. A SMOOTH, EFFICIENT ROAD NETWORK IS ESSENTIAL TO MY AREA, AND TO THE METRO AREA.

it any relevant experiences, skills or interests that have helped to prepare you for a position

in this committee I HAVE, SINCE OBTAINING MY DRIVER LICENSE IN 1966, WATCHED WASHINGTON COUNTY BUILD THE "NEW" HWY 217 AND EXPAND (AND BUILD OVER-PASSES) HWY 26. MOVEMENT, BOTH COMMERCIAL AND PERSONAL, IS VITAL TO THE AREA. AS SUPPLY OFFICER FOR PORTLAND'S ARTILLERY BATTALION AND ENGINEER OFFICER FOR A CORPS REAR AREA WORKING WITH A BRIGADE OF MILITARY POLICE, I HAVE WORKED ON A NUMBER OF LOGISTICAL MOVEMENT PLANS. I LIVE IN TIGARD, AND PLAN ON STAYING THERE. NOW, A LOT MORE PEOPLE LIVE HERE, AND TO ENJOY OUR LIVES, WE MUST MOVE ABOUT.

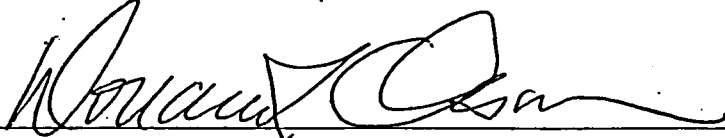
list two references who are familiar with your community and volunteer work \_\_\_\_\_

RANDY GOTTFELD, PORTLAND POLICE  
DAVID HAWKINS, PORTLAND COMPUTER SERVICES BUREAU  
BILL MIDDLETON, CHIEF OF POLICE, SHEEWOD

Optional: Attach resume

Most advisory committees require meeting at least once a month. Meeting hours may be evening or day depending on the committee. Many committees also require some investment in time outside of the meetings. Will you commit to the time required to fulfill your duties if appointed to an advisory committee?  yes  no

Since some committees may have specific requirements for membership, please request an addendum for specific advisory committees to determine if you qualify for application. Call the Metro Office of Citizen Involvement at 797-1539 for further general information, or call the contact person listed for each individual advisory committee if you have detailed information requests.

Signature  Date 17 November 1999

Membership on Metro advisory committees is open to all interested citizens subject to the qualifications determined by the appointing authority as necessary for the conduct of its business. Metro encourages participation in its affairs by all people, especially those who are under represented in public involvement.

Please return to:  
Metro Office of Citizen Involvement  
600 NE Grand Avenue  
Portland, OR 97232

797-1539 (phone) 797-1799 (fax)  
e-mail MCCI@metro.dst.or.us Web Site: www.metro-region.org

To receive assistance per the Americans with Disabilities Act, call the number above, or Metro teletype 797-1804

**From:** "Donald Olson" <donald\_olson50@hotmail.com>  
**To:** <Staceyc@metro.dst.or.us>  
**Date:** 11/3/01 6:52PM  
**Subject:** Re: MCCI Job Description

Dear Ms Stacey.

Thank you for sending this along... and, I did get the FAX's... which need no change other than the following:

Employment: PayLess Drugstore  
Beaverton, OR

Customer Services

(503) 626-9436

Again, I would really like to sit before any person or group and discuss matters of interest and answer any questions.

Sincerely,

Don Olson

>From: "Cary Stacey" <Staceyc@metro.dst.or.us>  
>To: <donald\_olson50@hotmail.com>  
>Subject: MCCI Job Description  
>Date: Fri, 02 Nov 2001 11:25:24 -0800  
>  
>Attached.  
>  
>Cary Stacey  
>Council Assistant  
>Metro Council Office  
>503-797-1560  
><< MemberJobDescription.doc >>

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METRO ADVISORY COMMITTEES  
APPLICATION FOR CITIZEN INVOLVEMENT

Name: Elizabeth M. P. Tucker Council District/County: Multnomah  
Address: 8003 NE Mason St. State/ZIP: OR 97218  
Phone: Home: 503-287-1245 Work: 503-872-1573 Fax: \_\_\_\_\_ e-mail: etucker@mail.kindercare.com  
Occupation/place of employment: Graphic Designer, KinderCare Corporate

Education, Work or volunteer experience: B.A. Communications, George Fox University, (GFU) 1997  
Office Manager, Hobson Johnson & Associates, May 98 - March 2000  
Marketing Asst, GeoDesign, then Jan 2001 through present, Graphix Designer, KinderCare Corporate

Volunteer at Harvest House (Halfway house for families) in Newberg as a weekend supervisor of house residents for one year  
Student Asst. Editor of Crescent, The GFU Newspaper for 3 1/2 years  
Lifetime member with various volunteer activities at Immanuel Christian Fellowship (ICF) Choir, Band, Sunday School Teacher, Church web designer, etc.

List and describe any involvement you have had with groups, boards, organizations, etc.: On the editorial board at The Crescent at GFU, member of GFU band (concert) member of various volunteer boards at ICF, GeoDesign representative for SMPS (Society Marketing Professional Services)

Name the committee(s) you are interested in and explain why you think the committee issues are important:  
Metro Committee for Citizen Involvement - I have been interested in planning issues since 1998 when I worked in the office of Hobson Johnson & Associates, an economic consulting firm. They worked on several projects with PDL and that ignited my interest.  
At GeoDesign, a civil engineering firm, I became more aware of players like ORAK, Getting Itten, & group Mechanzie, and skew the process from a different angle.

I think the issues are important because how far-reaching they are and how important balance is - housing costs versus the UGB + farmland preservation, traffic and public transportation vs. the individuals right to choose their transportation, density and infill + a healthy inner core versus NIMBY, apartments and gentrification.

List any relevant experiences, skills or interests that have helped to prepare you for a position on this committee  
I think my relative youth (25) hasn't allowed me to garner too much experience, but I think my enthusiasm & fresh perspective will more than compensate.

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List two references who are familiar with your community and volunteer work:

Elizabeth Ford Taylor - Counselor on The Crescent 503-439-2345  
 Jan McIlwain - fellow JCF member - 503-246-0349

Optional: Attach resume

Most Metro Advisory Committees require meeting at least once a month. Meeting hours may be evening or day depending on the committee. Many committees also require some investment in time outside of the meetings.

Will you commit to the time required to fulfill your duties if appointed to an advisory committee?  Yes  
 No *My information on the MCCI says monthly evening meetings. That's fine - says would be hard if it was a regular thing.*

Since some committees may have specific requirements for membership, please request an addendum for specific advisory committees to determine if you qualify for application. Call the Metro Office of Citizen Involvement at 797-1539 for further general information, or call the contact person listed for each individual advisory committee if you have detailed information requests.

Signature Elizabeth M P Tucker Date 11/30/2001

Membership on Metro advisory committees is open to all interested citizens subject to the qualifications determined by the appointing authority as necessary for the conduct of its business. Metro encourages participation in its affairs by all people, especially those who are under represented in public involvement.

Please return to:  
 Metro Office of Citizen Involvement  
 600 NE Grand Avenue  
 Portland, OR 97232  
 797-1539 (phone) 797-1799 (fax)  
 e-mail: [MCCI@metro.dst.or.us](mailto:MCCI@metro.dst.or.us) web site: [www.metro-region.org](http://www.metro-region.org)

To receive assistance per the Americans with Disabilities Act, call the number above,  
 or Metro teletype 797-1804

## **GOVERNMENTAL AFFAIRS COMMITTEE REPORT**

### **CONSIDERATION OF RESOLUTION NO. 01-3155, FOR THE PURPOSE OF APPOINTING DONALD OLSON AND ELIZABETH TUCKER AND REAPPOINTING SCOTT SEIBERT TO THE METRO COMMITTEE FOR CITIZEN INVOLVEMENT**

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Date: February 19, 2002

Presented by: Councilor Monroe

**Committee Recommendation:** At its February 14 meeting, the committee considered Resolution No. 01-3155 and voted unanimously to send the resolution, to the Council for adoption. Voting in favor: Councilors Burkholder and Monroe, and Chair Bragdon.

**Background:** Provisions of the 1992 Metro Charter established the Metro Committee for Citizen Involvement (MCCI). The appointment of committee members is subject to Council approval.

#### **Committee Discussion:**

Cary Stacey, MCCI staff, presented the staff report. She noted that there are currently several vacant committee positions. The two new members, Mr. Olson and Ms Tucker, applied for two of these positions. They were interviewed by the Executive Officer, who is recommended their appointment. Mr. Seibert is moving from one committee district to another, which currently has a committee vacancy. He is being reappointed to fill this vacancy.

Committee members had no questions concerning the resolution.

**Agenda Item Number 7.4**

**Resolution No. 02-3166, For the Purpose of Approving Portland Regional Federal Transportation Priorities for FFY  
2003 Appropriations.**

**Metro Council Meeting  
Thursday, February 28, 2002  
Metro Council Chamber**

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF APPROVING ) RESOLUTION NO. 02-3166  
PORTLAND REGIONAL FEDERAL )  
TRANSPORTATION PRIORITIES FOR ) Introduced by Rod Monroe  
FEDERAL FISCAL YEAR 2003 )  
APPROPRIATIONS )

WHEREAS, the Portland metropolitan region relies heavily on various federal funding sources to adequately plan for and develop the region's transportation infrastructure, and

WHEREAS, Metro must comply with a wide variety of federal requirements related to transportation planning and project funding, and

WHEREAS, JPACT has approved Exhibit A to this resolution, entitled, "Portland Regional Federal Transportation Priorities,"; now therefore

BE IT RESOLVED that the Metro Council approves Exhibit A of this resolution, entitled "Portland Regional Federal Transportation Priorities" and directs that it be submitted to the Oregon Congressional delegation.

ADOPTED by the Metro Council this \_\_\_\_\_ day of February, 2002

\_\_\_\_\_  
Carl Hosticka, Presiding Officer

APPROVED AS TO FORM:

\_\_\_\_\_  
Daniel B. Cooper, General Counsel

## Fiscal Year 2003 Congressional Appropriations Funding Requests

The following requests for Congressional assistance will be forwarded by the Region to the Washington and Oregon Congressional delegations from the Metropolitan Planning Organizations in the Portland – Vancouver Metropolitan area for Federal Fiscal Year 2003 funding.

### **A. Oregon Projects**

1. Interstate MAX extension is the region's priority discretionary project for FY 2003. Request \$83 million in Sec. 5309 transit capital funding for continued construction. This includes \$70 million identified in the Full Funding grant agreement plus \$13 million catch-up from prior year shortfalls.
2. Wilsonville to Beaverton Commuter Rail. Request an appropriation of \$18 million in Sec. 5309 funds for the construction of the 15.5-mile commuter rail project in Washington County, Oregon and report language directing FTA to sign an FFGA at a 60% federal share for a total of \$72 million.
3. Multnomah County is requesting \$3 million from Bridge Discretionary funds to start the required environmental work prior to replacing the Sauvie Island Bridge. Construction funding will be sought through the reauthorization of TEA-21 to replace the bridge.
4. Sec. 5309 Bus and Bus Facilities. Tri-Met requests an appropriation of \$8.25 million for regional buses and bus facilities. Wilsonville requests \$1.50 million of Section 5309 congressional appropriation funding for construction of a 250 space park-and-ride facility and transit center.
5. I-5 Trade Corridor. In anticipation of recommendations from the I-5 Partnership Task Force and necessary amendments to the Portland Regional Transportation Plan and the Vancouver Metropolitan Transportation Plan, ODOT requests \$3 million in FFY 2003 from the National Corridor Planning and Development Program to conduct a Tier 1 Environmental Impact Statement for vehicle and transit crossings of the Columbia River, and associated interchange improvements between SR 500 in Vancouver and Columbia Boulevard in Portland.

In addition, the Coast Guard is currently completing an evaluation of the railroad swing-span across the Columbia River to determine if it is eligible for funding under the Truman-Hobbs Act. Pending the outcome of that study, there may be a request for an appropriation to build the recommended project. Also, ODOT anticipates seeking funding from the reauthorization of TEA-21 for construction of the widening of I-5 between the Delta Park to Lombard Interchanges.

6. Columbia River Channel Deepening. The U.S. Army Corps of Engineers completed the Biological Assessment in January and a National Marine Fisheries Service/U.S. Fish and Wildlife Biological Opinion is expected in March 2002. If the opinion is favorable, \$11.5 million in ecosystem restoration, research, and monitoring funds are requested in the FY 2003 Energy and Water Appropriations bill. Congress

appropriated \$4.5 million for the project in FY 2001, which funded the extensive scientific analysis that resulted in the new Corps of Engineers Biological Assessment.

7. Regional Highway Projects.

High Priority Projects

- Request \$2 million for Sunnyside Road 122<sup>nd</sup>-142<sup>nd</sup> construction for Clackamas County.
- Request \$6 million for Boeckman Rd. extension.
- Request \$10 million for Sunrise Corridor Unit 1 PE/DEIS/FEIS for Clackamas County.
- In addition, the region requests \$2 million for Columbia Boulevard Interchange PE/DEIS/FEIS from the Borders and Corridors Program.
- Request \$5.95 million for Powell Boulevard 174<sup>th</sup> to Burnside reconstruction for Gresham.
- Request \$2.5 million for Hwy. 26/Cornelius Pass Interchange.

Additional Requests

- Request \$3.5 million for Lake Road Street Improvements Oatfield to Hwy. 224 for Milwaukie.
- Request \$1.5 million for Gibbs St. pedestrian overcrossing PE for City of Portland.
- Request \$0.300 million for Highway 99E (Martin Luther King Ave.) at Fremont intersection improvements for City of Portland.
- Request \$1 million for Highway 43 (Macadam) at Bancroft St. intersection improvements for City of Portland.

8. Amtrak South Station. The region is seeking \$1 million in federal capital construction matching funds for a new Amtrak station at Oregon City from the National Rail Development and Rehabilitation Program. Oregon City, using their 50% local match of \$1 million, has completed the site design for the station and will implement the first construction phase this year to build the platform, the entryway to the site, and temporary parking. Federal funds would allow the station to be completed with permanent parking and the building to serve the site.

9. High Speed Rail. Support High Speed Rail Investment Act (S. 250) or similar legislation to fund necessary improvements in the Pacific Northwest high-speed rail corridor.

10. Transportation and Community and Systems Preservation.

- Request \$1 million for Metro's Kenton Station Seed & Feed Transit Oriented Development Project.
- Request \$3.5 million for Gresham Civic Neighborhood LRT Station project.
- Request \$0.900 million for Damascus Area Concept and Implementation Plan.
- Request \$3.5 million for Railroad Avenue Multi-Modal Reconstruction for Milwaukie.

11. **Intelligent Transportation System.** Request \$4.25 million appropriation for the State of Oregon's ITS initiatives.
12. **Central City Streetcar.** For FY 2003, request \$1 million in HUD funds for Preliminary Engineering to extend the streetcar through North Macadam's 130-acre undeveloped area.
13. **Jobs Access.** Request \$2.8 million for Jobs Access programs. \$1.8 million will support ongoing programs and \$1 million will support expanded Tri-Met service in low income and high unemployment areas.
14. **The region supports Portland State University's participation in the Great Cities Universities coalition and the efforts to secure \$3 million in federal funding in FY 03 from the Federal Transit Administration, University Transportation Research account for transportation research at urban universities.**

**B. Washington Transit Projects**

1. **Intelligent Transportation Systems (ITS).** Request \$1.5 million in planning funds for C-Tran's Automated Vehicle Locator (AVL) project.
2. **99<sup>th</sup> Street Park and Ride.** Request \$1.0 million for construction.



## STAFF REPORT

### IN CONSIDERATION OF RESOLUTION NO. 02-3166, FOR THE PURPOSE OF APPROVING PORTLAND REGIONAL FEDERAL TRANSPORTATION PRIORITIES FOR FEDERAL FISCAL YEAR 2003 APPROPRIATIONS

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Date: February 6, 2002

Prepared by: Andy Cotugno

#### BACKGROUND

The region annually produces a position paper that outlines the views of JPACT and the Metro Council concerning transportation policy and funding issues that are likely to be considered by Congress during the coming year.

The proposed position paper addresses several critical regional transportation issues. The Portland region is pursuing an aggressive agenda to implement a high-capacity transit system. This effort involves implementing two projects within the next three to five years at the same time: Interstate MAX and Wilsonville to Beaverton commuter rail. Additionally, there are several complementary projects for which the region is requesting funding; bus and bus facility purchases in support of the South Corridor transit study; Wilsonville park and ride, Gresham civic neighborhood light rail station, Kenton Transit Oriented Development (TOD) project, Sunnyside Village TOD and Central City streetcar extension to North Macadam.

Oregon and Washington continue to work to develop a cooperative strategy to address the transportation needs in the I-5 Trade Corridor. The paper outlines the federal funding needs and sources for continuing this work and requests support for obtaining these funds. Other interstate issues addressed in the paper include Columbia River channel deepening and high-speed rail.

Other regional projects identified for funding requests include: Sauvie Island bridge replacement, Sunrise Corridor Unit 1 Draft Environmental Impact Statement, Powell Boulevard in Gresham, Sunnyside Road, Boeckman Road extension, Hwy. 26/Cornelius Pass interchange, Amtrak south station, State of Oregon and C-Tran intelligent transportation systems, and Jobs Access program.

#### ANALYSIS/INFORMATION

1. **Known Opposition** None known.
2. **Legal Antecedents** Projects within the region earmarked for federal funding must be consistent with the Regional Transportation Plan, adopted by Metro Ordinance No. 00-869A and Resolution No. 00-2968B and must be amended into the Metro Transportation Improvement Program.
3. **Anticipated Effects** Resolution would provide the US Congress and the Oregon Congressional delegation specifically with the region's priorities for transportation funding for use in the federal transportation appropriation process.
4. **Budget Impacts** Metro is involved in planning related to several of the projects included in the priorities paper and must approve many of the requested funding allocations. Failure to obtain funding for one or more of the projects could affect the FY 02-03 Transportation Department budget. However, most of the funding requests deal with implementation projects sponsored by jurisdictions other than Metro.

#### RECOMMENDED ACTION

Approve Resolution 02-3166 for submission to the Oregon Congressional delegation for consideration in the Federal Fiscal Year 03 Appropriations Bill.

Agenda Item Number 8.1

**Resolution No. 02-3154, For the Purpose of Exempting from Competitive Bidding Requirements and Authorizing Release of RFP 02-1005-ZOO for Soft Drink and Bottled Beverages at the Oregon Zoo.**

*Contract Review Board*

Metro Council Meeting  
Thursday, February 28, 2002  
Metro Council Chamber

BEFORE THE METRO CONTRACT REVIEW BOARD

FOR THE PURPOSE OF EXEMPTING FROM ) RESOLUTION NO. 02-3154  
COMPETITIVE BIDDING REQUIREMENTS )  
AND AUTHORIZING RELEASE OF RFP 02- ) Introduced by Mike Burton  
1005-ZOO FOR SOFT DRINK AND BOTTLED ) Executive Officer  
BEVERAGES AT THE OREGON ZOO

WHEREAS, The Oregon Zoo has the highest per capita food and catering sales of comparable zoos; and

WHEREAS, the current contract for soft drinks and related beverages has expired, and

WHEREAS, it is common industry practice to obtain sizeable contributions for pouring rights from soft drink companies, and

WHEREAS, Metro Code section 2.04.054(c) authorizes, subject to ORS 279.015, the use of alternative contracting practices that take into account market realities and innovative contracting methods which are consistent with the public policy of encouraging competition; and

WHEREAS, the Metro Contract Review Board finds that the request for proposal ("RFP") process is unlikely to result in favoritism in the awarding of this public contract and also finds that the RFP process will not substantially diminish competition for this public contract and will provide substantial cost savings to Metro; and

WHEREAS, this resolution is submitted by the Executive Officer for consideration of the Metro Contract Review Board for approval; now, therefore,

BE IT RESOLVED:

That the Metro Council, acting as the Contract Review Board,

1. adopts the findings as set forth in Exhibit A, which is incorporated by reference into this Resolution as if set forth in full; and
2. based upon such findings, exempts from competitive bidding requirements and authorizes the request for proposal competitive process for the Oregon Zoo's contract for soft drink pouring rights, and
3. authorizes the Executive Officer to negotiate the best possible contract terms and conditions with responsive proposers, and
4. authorizes the Executive Officer to negotiate the highest possible contributions from responsive proposers, and
5. authorizes the issuance of RFP 02-1005-ZOO; attached as Exhibit B.

ADOPTED by the Metro Contract Review Board this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

---

**Carl Hosticka, Presiding Officer**

**Approved as to Form:**

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**Daniel B. Cooper, General Counsel**

Resolution No. 02-3154  
EXHIBIT A  
FINDINGS OF FACT SUPPORTING THE USE OF  
COMPETITIVE SELECTION PROCESS FOR  
SODA AND BOTTLED BEVERAGE PROCUREMENT

Metro Contract Review Board

ORS 279.015(1) requires, with certain exceptions, that all public contracts be based on competitive bidding and, under ORS 279.029, awarded to the lowest responsive and responsible bidder. ORS 279.015(2) permits the Metro Contract Review Board, Metro's public contract review authority, to grant, under certain conditions, specific exemptions from the requirement for competitive bidding resulting in contract award to the lowest responsive and responsible bidder.

After review and discussion with interested parties, Metro staff have determined that the request for proposal process is the best process for supply of carbonated and other beverages and recommends its use. ORS allows use of the request for proposal method if appropriate findings of fact are addressed and supported by the Contract Review Board. ORS 279.011(5) defines findings and includes specific information that should be addressed. A public hearing will be held before these findings are finally adopted, allowing the opportunity for all interested parties to comment.

**I  
BACKGROUND**

The Oregon Zoo's soft drink contract has expired and the Zoo is desirous of creating a winning relationship with the successful vendor to supply carbonated and other beverages at the Oregon Zoo over the next five years. The successful vendor will provide all product, equipment, materials, and maintenance for carbonated and other beverages required by the Zoo.

The Zoo desires to negotiate with responsive proposers in a number of areas such as service and delivery requirements, equipment needs, and donations to the Zoo.

**II A  
FINDINGS REGARDING FAVORITISM, COMPETITION, AND COST SAVINGS**

ORS 279.015(2) requires that an agency make certain findings as a part of exempting certain public contracts or classes of public contracts from competitive bidding. ORS 279.015(2)(a) requires an agency to find that. *It is unlikely that such exemption will encourage favoritism in the awarding of public contracts or substantially diminish competition for public contracts.* Metro Contract Review Board finds that exempting the soda Request for Proposals (RFP) from competitive bidding and authorizing a negotiating process will not inhibit competition or encourage favoritism. This finding is supported by the following facts:

- A) **Solicitation Advertisement:** Pursuant to Metro Code 2.04.044, the soda RFP solicitation will be advertised in at least two newspapers. In addition, solicitation documents will be available through Metro's website page highlighted contracting opportunities, as well as mailed to known soda distributors. This solicitation process is designed to encourage competition and to discourage favoritism.

- B) **Full Disclosure:** To ensure full disclosure of all project requirements and thereby avoid favoritism, the RFP solicitation package will include:
- 1) Detailed Description of the Project
  - 2) Contractual Terms and Conditions
  - 3) Negotiation Process
  - 3) Selection Process Description
  - 4) Evaluation Criteria
  - 5) Complaint Process and Remedies
- C) **Selection Process:** The Selection Process will include the following elements to avoid favoritism:
- 1) Proposals will be evaluated for completeness and compliance with the requirements listed in the RFP.
  - 2) Proposals considered complete and responsive will be evaluated under the criteria of the RFP.
  - 3) The responsive proposers will be selected for negotiation.
  - 4) Metro staff will negotiate terms, conditions, donations, equipment, and price with the top ranked firm.

Unsuccessful proposers will be given the opportunity to appeal the award in accordance with Metro Code.

## II B FINDINGS REGARDING SUBSTANTIAL COST SAVINGS

ORS 279.015(2) requires that a public agency make certain findings as a part of exempting certain public contracts or classes of public contracts from competitive bidding. ORS 279.015(2) requires an agency to find that: *The awarding of public contracts pursuant to the exemption will result in substantial cost savings to the public contracting agency.* This finding is supported by the following facts:

- A) **Negotiation and RFP Process:** Early opportunity to negotiate will result in higher quality decisions by the Zoo staff. Cost and pricing options for soda, materials, equipment, and maintenance can be viewed with greater certainty and knowledge. The opportunity to negotiate the donation will promote the most favorable terms possible. The RFP Process will encourage greater competition and participation, and help the Zoo achieve its goals.

## II C FINDINGS REGARDING UNIQUE PROJECT

- A) **Unique Project:** Purchasing soda is a unique project. Special equipment and materials are required. Furthermore, the donation being requested is also unique.
- B) **Agency Capacity:** Metro staff are experienced in the use of this contracting method. Their experience will ensure that the contract is administered appropriately, and that the potential savings and benefits possible through use of this process will accrue to Metro.

**II D**  
**FINDINGS REGARDING INDUSTRY PRACTICES**

- A) It is common industry and governmental practice to use request for proposals when seeking soda. Recent public entities to use this competitive approach include the Metropolitan Exposition Recreation Commission (MERC), Portland Public Schools, Beaverton Public Schools, and Portland Community College.

**Resolution No. 02-3154**  
**Exhibit B**  
**REQUEST FOR PROPOSAL**  
**OREGON ZOO SOFT DRINK AND BOTTLED BEVERAGE REQUIREMENTS**  
**RFP#02-1005-ZOO**

The Oregon Zoo, located in Portland, Oregon, is the leading fee based visitor attraction in the state. The zoo is achieving record breaking attendance, with over 1.3 million people visiting in fiscal year 2000-2001. The Oregon Zoo has the highest per capita food and catering sales of comparable zoos according to The State of the Industry: Zoo and Aquarium Visitor Services in North America, A Survey of Operational Data for 2000.

The zoo's soft drink and bottled beverage contract has expired, and the zoo is desirous of creating a winning relationship with the successful vendor to supply carbonated and other beverages at the Oregon Zoo over the next five years. The successful vendor will provide all product, equipment, materials, and maintenance for carbonated and other beverages required by the zoo, as specified in Attachment "A" – Scope of Work.

Zoo officials will negotiate with all responsive proposers for an annual financial contribution. The vendor selected will be awarded a five year contract. The Proposal expectations for the soft drink contract include a financial contribution of at least \$200,000 annually for each year of the five-year contract. This financial contribution to the Oregon Zoo will be used toward the final phase of The Great Northwest Project. The zoo will award the successful vendor significant recognition opportunities for the financial contribution, which are listed below.

- Your financial contribution will be prominently acknowledged in the new exhibit area.
- The Oregon Zoo will arrange for a suitable public announcement of this financial contribution.
- Mutually agreeable arrangements will be made for one "VENDOR day at the Oregon Zoo".
- Mutually agreeable arrangements will be made for one "VENDOR family day at the Oregon Zoo". This will include up to 1,000 complimentary admission tickets, up to 1,000 complimentary railroad tickets, up to 1,000 picnic fare meals at a 50% discount, and a full waiver of the site fee for the picnic.
- Mutually agreeable vendor name recognition at food and beverage outlets throughout the Oregon Zoo.
- Oregon Zoo Foundation Corporate Partner Benefits will be extended to VENDOR. These benefits include one complimentary Patron level membership, a 20% discount on new Zoo memberships for employees of VENDOR, invitation to attend special Zoo events, invitation to Corporate Partner luncheons, complimentary subscription to Oregon Zoo Tracks (quarterly newsletter), and recognition in Oregon Zoo Tracks (mailed to 35,000 member households).

Those interested in submitting a Proposal must complete the enclosed Proposal Form and return it no later than 3:00 p.m. on Friday, February 1, 2002 to Oregon Zoo, 4001 S. W. Canyon Road, Portland, OR 97221, Attention: Judy Case, Contracts Consultant, FAX 503-220-3680.

Any requests for information and/or relevant questions should be directed to the Project Manager, Carmen Hannold, Food & Beverage Manager, at 503-525-4252, or FAX 503-220-5732.

Vendors must meet the following requirements in order to submit a Proposal on this contract with the Oregon Zoo. Stated quantities are based on last year's usage and are for estimating purposes only. The



Oregon Zoo does not guarantee any level of minimum sales. Payment will be made for actual product ordered and received, based on the Oregon Zoo's current needs.

**In order to be considered for a contract, all vendors must meet the following specifications:**

- 1. Must be able to supply necessary dispensing equipment as outlined in the scope of work.**
- 2. Must be able to provide repair and maintenance response as outlined in the scope of work.**
- 3. Must supply a "will call" phone number for weekends and emergencies.**
- 4. Ability to delivery to two (2) different locations.**
- 5. Ability to deliver twice a week, delivery times subject to change based upon agreement between Vendor and Oregon Zoo.**

All proposals must be clearly and distinctly typed or written with ink or indelible pencil. All blank spaces must be completed. No erasures are permitted. Mistakes must be crossed out and corrections typewritten or written in ink adjacent thereto, and initialed in ink by the party signing the Proposal, or his<sup>1</sup> authorized representative. All proposals must be on the form furnished by the Oregon Zoo or they may be rejected by the Zoo.

#### **FINANCIAL CONTRIBUTION NEGOTIATIONS**

The expected financial contribution to the Oregon Zoo for the Great Northwest Project will be determined by negotiation with all qualified responders after proposals are received.

#### **COST OF PROPOSAL**

This invitation for Proposals does not commit Metro to pay any costs incurred by any Proposer in the submission of a Proposal, or in making necessary studies or designs for the preparation thereof, or for procuring or contracting for the items to be furnished under the invitation for Proposals.

#### **ERRORS/OMISSIONS**

Any Proposal may be deemed non-responsive by the Contracts Consultant if it is not on the Proposal forms provided; contains errors or omissions, erasures, alterations, or additions of any kind; proposes prices which are unsolicited or obviously unbalanced; or not in complete conformance with any and all conditions of the Proposing documents.

#### **ADDENDA TO PLANS OR SPECIFICATIONS**

Requests for additional information or interpretation of the contract documents shall be delivered to the Project Manager, in writing, at least five (5) business days prior to the Proposal due date and time. If, in the opinion of the Project Manager, additional information or interpretation is needed by the Proposers, an addendum will be issued to all known specification holders.

The provisions of any written addenda issued by the Contracts Consultant or Project Manager at least seventy two (72) hours prior to the Proposal opening date and time shall be binding upon the Proposers, and failure of a Proposer to obtain such addenda shall not excuse compliance therewith by the successful Proposer.

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<sup>1</sup> All references to "he" in this document shall include the feminine reference of "she."

## **MODIFICATION OF PROPOSAL**

An offer to modify the Proposal which is received from the successful Proposer after award of contract which makes the terms of the Proposal more favorable or advantageous to Metro will be considered, and may thereafter be accepted. To be effective, every modification must be made in writing over the signature of the Proposer.

## **WITHDRAWAL OF PROPOSALS**

A Proposer may withdraw its Proposal in person, or by written or telegraphic request which is received prior to the scheduled 3:00 p.m. closing time for filing Proposals. A Proposal may not be withdrawn by FAX. Negligence on the part of the Proposer in preparing his Proposal confers no right to withdraw the Proposal after the scheduled closing time for filing Proposals.

## **LATE PROPOSAL**

Proposals received after the scheduled closing time for filing Proposals will be returned to the Proposer unopened, unless such closing time is extended by Metro.

## **EXECUTION**

Each Proposal shall give the Proposer's full business address and bear its legal signature.

Proposals by partnerships must list the full name of all partners and be signed by a partner or agent authorized to execute the contract on behalf of the partnership and identified by printed name and title.

Proposals by corporations must bear the legal name of the corporation, the name of the state of incorporation, and the signature of the officer or agent authorized to legally bind the corporation.

Upon request by Metro, satisfactory evidence of the authority of the partner or officer shall be furnished.

If the Proposal is signed by an agent who is not an officer of the corporation or a member of the partnership, a notarized Power of Attorney must be on file with Metro prior to the opening of Proposals or be submitted with the Proposal. Without such notice of authority, the Proposal shall be considered improperly executed, defective and therefore non-responsive.

A Proposal submitted by a joint venture must include a certified copy of the terms and conditions of the agreement creating the joint venture.

## **EXAMINATION OF SPECIFICATIONS AND SITE OF WORK**

It is understood that the Proposer, before submitting a Proposal, has made a careful examination of the specifications and contract; that it has fully informed itself as to the quality and quantity of materials and the character of the work required; and that it has made a careful examination of the location and condition of the work and the sources of supply for materials.

## **COMPLIANCE**

Each Proposer shall inform itself of, and the Proposer awarded a contract shall comply with, federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, nondiscrimination in the employment of labor, protection of public and employee

safety and health, environmental protection, waste reduction and recycling, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees and similar subjects.

### **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of the contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin.

### **PERMITS AND LICENSES**

Each Proposer shall obtain and include in his Proposal the cost for all permits and licenses that may be required to perform the contract.

### **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.

### **IMMATERIAL VARIANCES**

Metro reserves the right to determine whether equipment or materials that comply substantially in quality and performance with the specifications are acceptable to Metro, and whether any variance listed by the Proposer in a Proposal is material or immaterial.

### **LATEST MODEL**

Parts and materials must be new, of latest model, of current date, and meet specifications. This provision excludes all surplus, remanufactured, and used products, unless such material is proposed in lieu of items specified.

### **"OR APPROVED EQUAL" CLAUSE**

In order to establish a basis of quality, certain processes, types of machinery and equipment, or kinds of materials may be specified, either by description of process or by designating a manufacturer by name and referring to his brand or product designation, or by specifying a kind of material. It is not the intent of these specifications to exclude other processes, equipment, or materials of equal value, utility or merit.

Whenever a process is designated or a manufacturer's name, brand, or product is described, it shall be understood that the words, "or approved equal" follow such name, designation, or description, whether in fact they do so or not.

If a Proposer proposes to furnish an item, process or material which it claims to be of equal utility to the one designated, then:

1. Proposer shall submit to Metro, in care of the Project Manager, a written statement describing it together with supporting data and details sufficient to permit Metro to evaluate the same, five (5) work days prior to the Proposal opening date and time.

If the product contains chemical properties, the relevant Material Safety Data Sheets (MSDS) shall be included to document all health and physical hazards, chemical ingredients, exposure limits, personal protective equipment for handling and use, and emergency procedures in response to unanticipated spills or environmental release.

2. Metro may require demonstration, additional tests, and additional data, all to be supplied at the expense of the Proposer.
3. If Metro determines that the proposed item, material or process is of equal value, utility or merit, the Project Manager shall notify all potential Proposers of record by issuance of an addendum at least seventy two (72) hours prior to the Proposal opening date and time.

## **TERMS**

A Proposal may be rejected if it requires payment in less than thirty (30) calendar days after delivery or if it requires payment, in whole or in part, prior to delivery.

## **WARRANTY/GUARANTY**

Each Proposal for the furnishing of materials and equipment shall provide an explanation of both the Proposer's and manufacturer's warranties on materials and workmanship.

Every Proposal shall indicate any warranty costs to Metro, including but not limited to, all parts, labor, and shipping costs required for compliance with any specific requirement(s) contained in the special conditions.

## **SERVICE**

Each Proposer shall furnish detailed information on any service facilities, locations, and procedures as well as information on any maintenance agreements or contracts available to Metro.

## **DELIVERY**

The Contractor shall deliver seven days a week between the hours of 8:00 a.m. and 5:00 p.m. Unloading must be completed by 5:00 p.m. unless approved in advance by Oregon Zoo. Refer to Scope of Work for specific product delivery requirements. Contractor shall assume all risk of deliveries made during hours beyond those listed above. The successful Proposer shall notify Oregon Zoo, in writing, within five (5) business days of order if delivery cannot be completed as proposed and required.

Upon receipt of such notice from the successful Proposer, Oregon Zoo reserves the right to cancel the order and make the purchase from the second lowest, responsible Proposer.

If the zoo does not elect to cancel the contract initially, subsequent failure to meet the then current delivery requirement does not foreclose Oregon Zoo's option for later cancellation.

## **FAILURE TO PERFORM**

Should the Contractor fail to meet the agreed upon delivery schedule, thereby making it necessary for the Oregon Zoo to purchase urgently-needed items from another source, the original Proposer and Contractor shall pay the difference between the accepted Proposal price and the purchase price or accept an offset

against any moneys then owed by the Oregon Zoo. Poor performance as to Specifications may cause the vendor's contract to terminate.

### **RESIDENT/NON-RESIDENT PROPOSER**

Oregon law requires Metro, in determining the lowest responsive Proposer, to add a percent increase on the Proposal of a non-resident Proposer equal to the percent, if any, of the preference given to that Proposer in the state in which that Proposer resides. Therefore, each Proposer must indicate whether it is a resident or non-resident Proposer. A resident Proposer is a Proposer that has paid unemployment taxes or income taxes in the state of Oregon during the twelve (12) months immediately preceding submission of this Proposal, has a business address in Oregon, and has stated in its Proposal that it is a "resident Proposer."

## **GENERAL CONDITIONS**

### **NOTICE OF AWARD**

Within 30 calendar days after the receipt of Proposals, Metro will accept one of the Proposals, or combination of Proposals, or reject all Proposals in accordance with the Basis of Award. The acceptance of the Proposal will be by written Notice of Award, mailed or delivered to the office designated in the Proposal. The Notice of Conditional Award shall not entitle the party to whom it is delivered to any rights whatsoever.

### **CONTRACT**

Within 10 business days of receipt of the contract from Metro, the Successful Proposer shall sign and deliver the Contract to Metro.

### **FOREIGN CONTRACTOR**

A Contractor that is not domiciled in or registered to do business in the State of Oregon shall, upon execution of a contract in excess of \$10,000, promptly report the total contract price, terms of payment, length of contract and all other required information to the Oregon Department of Revenue. Compliance shall be documented and Metro shall be fully satisfied as to complete compliance prior to release of final payment.

### **INSURANCE**

Vendor shall purchase and maintain at VENDOR's expense, insurance covering the VENDOR, its employees and agents, including: general liability insurance covering personal injury, property damage, and bodily injury with automatic coverage for premises and operation and product liability; automobile bodily injury and property damage liability insurance, in amounts no less than the Oregon Torts Claims Act (ORS Chapter 30), and workers' compensation coverage in compliance with ORS 656.017.

For Vendors making delivery to the Oregon Zoo, Metro shall be named as an additional insured on the Vendor's general liability and auto liability policy.

### **NOTICE OF ASSIGNMENT**

Metro will not recognize any assignment or transfer of any interest in this contract without written notice to the Procurement Officer by the new vendor.

### **HAZARD COMMUNICATION**

The Contractor shall be required to strictly adhere to, coordinate with Metro and document full compliance with the policies and procedures of the Oregon Occupational Health and Safety Code, OAR Chapter 437, Division 155, Hazard Communication.

Therefore, the Contractor and all subcontractors and suppliers within his control shall notify Metro and all parties to the agreement as to:

- > Hazardous materials to which they may be exposed on site.
- > Employee measures to lessen the possibility of exposure.
- > All contractor measures to reduce the risk.
- > Procedures to follow if exposed.

The Contractor shall provide Metro with all Material Safety Data Sheets (MSDS) prior to delivery or introduction of the material on site. For further information or clarification, contact the Metro Risk Management Division at 797-1615.

## **PATENTS**

The Contractor agrees to protect, to defend (if Metro requests) and save the agency harmless against any demand for payment for wrongful or unauthorized use of any patented material, process, article, or device that may enter into manufacture, construction, or forms a part of the work covered by this contract.

## **INVOICES**

Invoices shall be prepared and submitted unless otherwise specified. Invoices shall contain the following information: Contract number, item numbers, description of supplies or services, sizes, quantities, unit prices and extended totals. Invoice should also state name of the unit or department to which the merchandise was shipped or delivered.

## **LAW OF 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 and be followed with respect to this contract.

## **SPECIAL CONDITIONS**

These special conditions are unique and additive to the terms and conditions for this project. As such, they take precedence over and are intended to further refine or expand the requirements of the "Instructions to Proposers," "General Conditions," and "Supplemental Conditions."

## **BASIS OF AWARD**

Award of this five-year contract shall be based on the following criteria:

Minimum Vendor Qualifications must be met including:

1. **Must be able to supply necessary dispensing equipment as outlined in the scope of work.**
2. **Must be able to provide repair and maintenance response as outlined in the scope of work.**
3. **Must supply a "will call" phone number for weekends and emergencies.**
4. **Ability to delivery to two (2) different locations.**
5. **Ability to deliver twice a week, delivery times subject to change based upon agreement between Vendor and Oregon Zoo.**

If minimum vendor qualifications are met, evaluation of remaining categories will be rated as follows:

- Total Financial Impact to Zoo – including price of product, marketing & promotion package advantages for the zoo, and the negotiated financial contribution to the Oregon Zoo for the Great Northwest Project - 80%
- Marketability of product based on local market share of product and variety of product selection 20%

The Oregon Zoo reserves the right to reject any and/or all Proposals in whole or in part, and to waive irregularities not affecting substantial rights on the basis of taste, marketing advantages, or price. Metro's decision as to these factors shall be final. Metro reserves the right to adjust the product mix as necessary to ensure product sales and customer satisfaction; adjust to changes in product pricing, packaging and availability; cover emergencies and participate in special promotional opportunities.

## **PRICES**

This RFP is intended to characterize the potential needs by the Oregon Zoo during a fiscal year, July 1 to June 30. As such, each transaction is independent over time, the prices are "firm" and "binding" only to the extent permitted by law. In case of mistake in extension of price, unit prices shall govern. All prices shall be F.O.B. the destination designated by Metro.

Therefore, the prices of products outlined in this RFP merely reflect the posted prices at time of original purchase; each purchase represents a separate transaction, and no credit or discount is intended or solicited from vendor.

Vendor may apply for a price review annually during the contract period. The review shall be conducted on an item-by-item basis. If the review calls for a price increase, Oregon Zoo may explore other alternate products or suppliers.

Oregon Zoo expects that any price decreases will be passed along immediately. At all times, the Zoo shall receive the most favorable pricing on scheduled items given to other governmental clients.

## **QUANTITY**

Approximate quantities are based on last year's usage, are for estimating purposes only, and are not to be construed as a guarantee to purchase any amount. Payment will be made only for quantities actually ordered, delivered, and accepted whether greater than or less than the stated amounts.

## **TERM OF CONTRACT**

This contract shall be for a period of five (5) years, beginning February 15, 2002. As this contract extends beyond the current fiscal year, it is subject to future appropriations by Metro Council to fund its provisions and may be canceled by Metro upon a 30 calendar day written notice to the Contractor of any such failure.



**ATTACHMENT "A"**  
**OREGON ZOO BEVERAGE REQUIREMENTS**  
**SCOPE OF WORK**

Contractor to supply all product, equipment, materials, and maintenance for carbonated and other beverages required by the Oregon Zoo, as specified herein:

**A. EQUIPMENT**

Contractor shall furnish, install and maintain in good operating condition and appearance, the following machines to be located at the Oregon Zoo, 4001 S. W. Canyon Road, Portland, Oregon 97221. Installation and service of the machines listed shall include all necessary pressure tanks and lines and shall be delivered/installed within 14 days of the contract execution.

1. Six (6) four-head (minimum) dispenser ice-cooled drop-in units.
2. Five (5) portable BIB carts with four-head (minimum) dispensing units and ice bins. Carts capable of holding five BIBs and one CO<sup>2</sup>. Carts shall contain an equal number of heads to BIBs. Cart design to be agreed upon by both Oregon Zoo and Contractor.
3. Nine (9) eight-head (minimum) self-serve fountain dispensing units with ice cubers.
4. All post-mix units must have the capability of dispensing soda water.
5. No more than six (6) vending machines which will dispense fruit juices, sport drinks, bottled water and 20 ounce plastic bottled sodas. Both Oregon Zoo and Contractor shall mutually agree upon the location of vending machines on Zoo grounds. Price of product in vending machines shall not exceed \$2.00. Contractor shall submit a monthly check to the Oregon Zoo for 25% of monthly sales. Successful proposer shall provide a monthly statement of:
  - (a) Gross sales & commissions showing calculations used.
  - (b) Beginning & ending meter readings, and explanation of any discrepancies
  - (c) Total unit sales
6. To accommodate non-carbonated beverages, four (4) floor-model upright display coolers, Bev-Air Model MT-27 or equal; one (1) counter-top cooler, Superior Model 2-R-469 or equal, and push cart/ice bins as needed.
7. Any additional equipment reasonably called for by the addition of new facilities and/or the upgrading of existing facilities.
8. Machines listed shall be no more than five years old and acceptable to the Zoo's Food & Beverage Manager. Bidder shall supply pictures and/or brochures of the equipment.

**INITIAL DELIVERY OF SYSTEMS**

Time is of the essence in this agreement. Equipment specified must be delivered and installed within 14 days after execution of the contract. Failure to deliver the proper dispensers and/or service system and/or failure to deliver them within the time specified herein will cause Metro to lose business. Liquidated damages in the amount of \$500 per day will be required from the Contractor if the Contractor fails to meet any of the stated specifications, conditions and deadlines.

## REPAIR/MAINTENANCE

Contractor shall provide 24-hour, 7-day a week repair service at no charge to Metro for all soft drink dispensing and vending equipment provided by the Contractor, as well as equipment currently owned by the Zoo or purchased by the Zoo during the period of this contract.

Failure to repair soft drink dispensing equipment within 24 hours will cause the Zoo to lose sales. Liquidated damages in the amount of \$500 per day per location will be required from the Contractor if the Contractor fails to repair equipment within said 24-hour time frame.

## B. PRODUCT SPECIFICATIONS

Items listed are major items used by the Oregon Zoo; quantities listed are for estimated annual usage. Additional items will be purchased as needed. Purchases shall be made based on appropriateness, pricing, and taste.

### 1. CARBONATED - FOUNTAIN

2,100 gallons cola soft drink post-mix  
1,500 gallons diet cola soft drink post-mix  
1,500 gallons lemon-lime &/or citrus soft drink post-mix  
800 gallons orange soft drink post-mix  
1,250 gallons root beer soft drink post-mix  
6,000 pounds CO<sup>2</sup> in both 20 lb. and/or 50 lb. tanks

All post-mix syrup is to be provided in the 5 gallon bag-in-box system as opposed to the five gallon canister system. Bag-in-box system must be available beginning with the initial delivery which must be within 14 days of the contract approval by Metro.

### 2. CARBONATED - BOTTLES & CANS

1000 cases various flavors vending canned soda in 12 oz. cans, packed 24 cans/case.  
1000 cases plastic soda bottles (vending) 20 oz bottles, packed 24 bottles/case.

### 3. OTHER BEVERAGES, not including milk or coffee

600 cases (24 cans/case) Non-carbonated fruit beverage, individually bottled or canned in 8oz – 12 oz. servings, in assorted flavors. 100% pure fruit juice to include apple, orange and grape, and other mixed varieties.

400 cases (24cans/case) Non-carbonated sports drink, individually bottled or canned in 16 oz – 20 oz. servings.

200 gallons Lemonade Post-mix syrup

200 gallons Ice Tea Post-mix syrup

2,500 cases (24 bottles/case) Water, individually bottled in 16 oz – 20 oz. servings.

Juice drinks and other beverages may be ordered as required.

## QUANTITIES

Stated quantities are based on last year's usage and are for estimating purposes only. The Oregon Zoo does not guarantee any level of minimum sales. Payment will be made for actual product ordered and received, based on the Oregon Zoo's current need.

## **DELIVERY**

The Contractor shall deliver seven days a week between the hours of 8:00 a.m. and 5:00 p.m. Unloading must be completed by 5:00 p.m. unless approved in advance by Oregon Zoo. Contractor shall make deliveries of above-listed product at least once weekly and as required for emergencies. Contractor must provide deliveries as required by the Zoo, 24 hours per day, year around, including weekends and holidays.

## **C. MARKETING & PROMOTION**

The Oregon Zoo recognizes that there are many mutually advantageous promotion and marketing opportunities with a long-term partner, some through established means, and other methods which have yet to be developed. Additional promotions, sponsorships and marketing that are mutually agreeable would be considered. Such ideas could include traditional advertising and tie-ins, custom cups, signage, etc.

Contractor will assist the Zoo with sponsorship and promotions. Mutually acceptable recognition for major support will be provided. Examples of assistance include underwriting events, capital outlay, and in-kind services to be mutually agreed upon by the Zoo and the Contractor. Marketing/promotional suggestions include, but are not limited to:

- Billboards
- Truck backs
- Radio/TV advertising
- Tie-in with local retailer
- Custom or collector cup distributed through local fast-food restaurant chain
- Use of neck-ringers to publicize/promote key events
- Label with zoo offer on back
- Vendor-sponsored kids day
- Signage/menu boards
- Picnic table umbrellas
- Zoo maps
- Partnership coupons on admission tickets
- Major sponsor for event and/or exhibit
- Cash contribution

During the term of this contract, Contractor will have exclusive pouring rights at the Oregon Zoo for carbonated and other beverages as specified under this contract. Contractor is authorized to reference this exclusive soft drink contract with the Oregon Zoo for promotional purposes.

For all catered events held at the Oregon Zoo, the Zoo will promote the Contractor's product. However, if a catering client requests something other than the Contractor's product, the requested product will be served.

## **D. IN RETURN**

The Zoo will offer the following opportunities to the successful soft drink company:

- Your financial contribution will be prominently acknowledged in the new exhibit area.
- The Oregon Zoo will arrange for a suitable public announcement of this financial contribution.
- Mutually agreeable arrangements will be made for one "VENDOR day at the Oregon Zoo".

- Mutually agreeable arrangements will be made for one “VENDOR family day at the Oregon Zoo”. This will include up to 1,000 complimentary admission tickets, up to 1,000 complimentary railroad tickets, up to 1,000 picnic fare meals at a 50% discount, and a full waiver of the site fee for the picnic.
- Mutually agreeable vendor name recognition at food and beverage outlets throughout the Oregon Zoo.
- Oregon Zoo Foundation Corporate Partner Benefits will be extended to VENDOR. These benefits include one complimentary Patron level membership, a 20% discount on new Zoo memberships for employees of VENDOR, invitation to attend special Zoo events, invitation to Corporate Partner luncheons, complimentary subscription to Oregon Zoo Tracks (quarterly newsletter, and recognition in Oregon Zoo Tracks (mailed to 35,000 member households).

Some or all of the following additional mutually agreeable opportunities may be considered.

- Oregon Zoo to distribute promo coupons to visitors
- Allow vendor to use Oregon Zoo as test market for new products
- Waive site fees for a specified number of vendor’s catered events per year
- Provide mutually agreeable recognition for major sponsorships and/or capital improvements

#### **NOTICE TO ALL PROPOSERS**

The public contract included herein is a standard agreement approved for use by Metro's General Counsel. This is similar to the actual contract the successful Proposer will enter into with Metro; it is included for your review prior to submitting a Proposal. The actual contract entered into will spell out the specific financial contribution, marketing support, etc., the vendor will provide in exchange for pourage rights at the zoo.

**OREGON ZOO CARBONATED & OTHER BEVERAGES PROPOSAL FORM**

**Due 3:00 p.m., January 25, 2002**

**TO:** Oregon Zoo  
4001 S.W. Canyon Road  
Portland, OR 97221

**ATTN:** Judy Case, Contracts Consultant

**FROM:** \_\_\_\_\_  
VENDOR

Now, therefore, based upon acts, intentions and certifications stated herein, and in full and complete compliance with all terms and conditions of the attached specifications, and all applicable local, state and federal requirements, I declare my BASE PROPOSAL to be:

In order to be considered a responsible/responsive Proposer, you must be able to meet the following requirements:

1. Yes No Agree to enter into long-term, mutually beneficial relationship with the Oregon Zoo.
2. Yes No "Will call" phone number for weekends and emergencies.
3. Yes No Able to deliver to two (2) different loading docks?
4. Yes No Able to have orders placed on Monday for Tuesday delivery and on Thursday for Friday delivery?
5. Yes No VENDOR declares it will furnish, install, maintain and repair the equipment as indicated in Section A of the Scope of Work.
6. Yes No VENDOR declares it will comply with initial delivery requirements as indicated in Section A of the Scope of Work.

If you have answered "NO" to any question above, please stop here. If all questions have been answered "YES", please continue with the proposal form on the following pages.

UNIT PRICE		NAME OF PRODUCT	EST. ANNUAL USAGE	EXTENDED TOTAL
<b>FINANCIAL CONTRIBUTION TO OREGON ZOO TO BE NEGOTIATED WITH QUALIFIED RESPONDERS</b>				
<b>GROUP B-1 – CARBONATED BEVERAGES</b>				
\$	per gallon of cola soft drink post-mix syrup		2,100 gal	\$
\$	per gallon of diet cola soft drink post-mix syrup		1,500 gal	\$
\$	per gallon of lemon-lime &/or citrus soft drink post-mix syrup		1,500 gal	\$
\$	per gallon of orange soft drink post-mix syrup		800 gal	\$
\$	per gallon of root beer soft drink post-mix syrup		1,250 gal	\$
\$	per gallon of lemonade post-mix syrup		200 gal	\$
\$	per gallon of ice tea post-mix syrup		200 gal	\$
\$	per 20# of CO2		6,000#	\$
	- or -			- OR -
\$	per 50# of CO2			\$
	<b>TOTAL ANNUAL PRODUCT BID GROUP B-1</b>			\$

The undersigned recognizes that yield is an important part of the evaluation of bid prices. The undersigned states that the following yields are accurate for his/her products:

_____	parts cola post-mix to	_____	parts water
_____	parts diet cola post-mix to	_____	parts water
_____	parts lemon-lime post-mix to	_____	parts water
_____	parts orange post-mix to	_____	parts water
_____	parts root beer post-mix to	_____	parts water

<b>B-2. BOTTLES/CANS CARBONATED – PACKED 24 CANS/CASE</b>			
\$	various flavors vending canned soda in 12 oz cans	1000 cases	\$
\$	various flavors vending soft drinks in 20 oz bottles	1000 cases	\$
	<b>TOTAL ANNUAL PRODUCT BID GROUP B-2</b>		\$

<b>B-3. OTHER BEVERAGES – Packed 24 cans/bottles per case</b>			
\$	Non-carbonated fruit beverage, individually bottled or canned in 8-12 oz servings, assorted flavors	600 cases	\$
\$	Non-carbonated sports drink, individually bottled or canned in 16-20 oz. servings	400 cases	\$
\$	Water, individually bottled in 16-20 oz servings	2,500 cases	\$
	<b>TOTAL ANNUAL PRODUCT BID GROUP B-3</b>		\$

	<b>TOTAL ANNUAL PRODUCT BID GROUP B1 + B2 + B3</b>		\$
			<b>X 5 YEARS</b>
	<b>TOTAL PRODUCT BID</b>		\$

Name and telephone number of person to be contacted regarding:

	<b>Monday-Friday</b>	<b>Sat/Sun/evenings/holidays</b>
Product Supply		
Equipment Maintenance/Repair		

**C. MARKETING & PROMOTION**

In accordance with Section C in the Scope of Work, VENDOR agrees that marketing/ promotional contributions (in addition to the negotiated financial contribution to the Oregon Zoo) shall include those checked below:

X if applicable	Type of Contribution	Quantity
_____	Billboards	_____
_____	Truck backs	_____
_____	Radio/TV advertising	_____
_____	Tie-in with local retailer	_____
_____	Custom or collector cup thru fast-food restaurant chain	_____
_____	Use of neck-ringers to publicize/promote key events	_____
_____	Label with zoo offer on back	_____
_____	Vendor-sponsored kids day	_____
_____	Signage/menu boards	_____
_____	Picnic table umbrellas	_____
_____	Partnership coupons on admission tickets	_____
_____	Major sponsor for event and/or exhibit	_____
_____	<b>OTHERS</b>	_____
_____		_____
_____		_____
_____		_____
_____		_____

**PROPOSER REPRESENTS/CERTIFIES/ACKNOWLEDGES AS PART OF THIS OFFER THAT:**

It has:

- ❖ No knowledge of any undeclared bidding interests, fraud or collusion in administration of this proposal;
- ❖ Carefully examined the contract documents for the enclosed proposal;
- ❖ Secured and considered all addenda issued to date;

It intends:

- ❖ This proposal to be irrevocable for ninety (90) days after proposal opening;
- ❖ To submit a fair and independent proposal without collusion with any official, agent or employee of Metro or any other Proposer;
- ❖ To execute a contract and provide all insurance certificates without delay or modification to the documents herein.
- ❖ This document to be the full and complete proposal without any unsolicited additions, deletions or conditions made or attached.

It certifies that:

- ❖ It \_\_\_ is or \_\_\_ is not an Oregon Resident Proposer (ORS 279.029)<sup>2</sup>
- ❖ All federal, state and local sales and use taxes are included in the stated proposal price(s).
- ❖ It has / will comply with the Oregon tax laws ( ORS 305.385).
- ❖ It has not / will not discriminate against minorities, women, or emerging small business enterprises in obtaining any required subcontracts for goods or services (ORS 279.111 ).
- ❖ That no officer, agent, or employee of Metro has participated on behalf of Metro in preparation of this Proposal, that the Proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer, and the Proposer is competing solely in its own behalf without connection or obligation to any undisclosed person or firm.

(Check or complete all applicable boxes or blocks.)

___ 1.	<b>TYPE OF BUSINESS ORGANIZATION:</b> Proposer operates as ___ an individual, ___ a corporation, incorporated under the laws of the state of _____, ___ a non-profit organization, ___ a partnership. (If partnership, list/attach names of the partners)
___ 2.	<b>OREGON LICENSE:</b> If a corporation, ___ it is, or ___ is not, licensed with Oregon Corporation Commission.
3.	<b>DOING BUSINESS AS:</b> Provide any assumed names utilized:
4.	This pricing shall be extended to other governmental jurisdictions within Metro boundaries.
___ 5.	This pricing is exclusively for Metro use and will not necessarily be extended to other governmental jurisdictions within Metro boundaries.

<sup>2</sup> For information concerning exact language of ORS 279 and Metro Code, please contact the Risk & Contract Management Division at (503) 797-1717.



FIRM OR CORPORATION NAME _____ _____	
NAME OF LOCAL REPRESENTATIVE _____ _____	
MAILING ADDRESS: _____	
STREET	CITY STATE ZIP
FED. SOCIAL SECURITY IDENTIFICATION NO. _____	
TELEPHONE NUMBER: AREA CODE ( ) ( )	FAX NUMBER: AREA CODE
NAME AND TITLE OF PERSON AUTHORIZED TO CONTRACT/SIGN OFFER (TYPE OR PRINT)	SIGNATURE OF AUTHORIZED PERSON:

## **STAFF REPORT**

CONSIDERATION OF RESOLUTION NO. 02-3154 FOR THE PURPOSE OF EXEMPTING FROM COMPETITIVE BIDDING REQUIREMENTS AND AUTHORIZING RELEASE OF RFP 02-1005-ZOO (EXHIBIT B OF RESOLUTION) FOR SOFT DRINK AND BOTTLED BEVERAGES AT THE OREGON ZOO

Date:

Presented by: Kathy Kianus

## **PROPOSED ACTION**

Adopt Resolution No. 02-3154 exempting the competitive bidding requirements and authorizing the release of RFP# 02-1005-ZOO for soft drink and bottled beverages at the Oregon Zoo. Authorizes zoo staff to negotiate with responsive proposers the best terms and conditions and a donation.

## **EXISTING LAW**

Metro Code section 2.04.054(c) authorizes, subject to ORS 279.015, the use of alternative contracting practices that take into account market realities and innovative contracting methods which are consistent with the public policy of encouraging competition.

## **FACTUAL BACKGROUND AND ANALYSIS**

The Oregon Zoo has the highest per capita food and catering sales of comparable zoos according to The State of the Industry: Zoo and Aquarium Visitor Services in North America, A Survey of Operational Data for 2000.

The zoo's soft drink contract has expired and the zoo is desirous of creating a winning partnership with the successful vendor to supply carbonated and other beverages at the Oregon Zoo over the next five years. The successful vendor will provide all product, equipment, materials, and maintenance for carbonated and other beverages.

Zoo staff seeks the opportunity to negotiate with successful proposers for a contribution in combination with winning contract. Staff will recommend a minimum gift of \$1,000,000 over the five-year contract.

## **BUDGET IMPACT**

The annual cost of the contract is expected to be approximately \$100,000. Staff will negotiate with successful proposers for annual contributions to the zoo.

## **EXECUTIVE OFFICER RECOMMENDATION**

The Executive Officer recommends approval of Resolution No. 02-3154.

## **GOVERNMENTAL AFFAIRS COMMITTEE REPORT**

CONSIDERATION OF RESOLUTION NO. 01-3154, FOR THE PURPOSE OF EXEMPTING FROM COMPETITIVE BIDDING REQUIREMENTS AND AUTHORIZING THE RELEASE OF RFP# 01-55-ZOO FOR SOFT DRINK AND BOTTLED BEVERAGES AT THE OREGON ZOO

---

Date: February 19, 2002

Presented by: Councilor Monroe

**Committee Recommendation:** At its February 14 meeting, the committee considered Resolution No. 01-3154 and voted unanimously to send the resolution, to the Council for adoption. Voting in favor: Councilors Burkholder and Monroe, and Chair Bragdon.

**Background:** Metro Code section 2.04.054 authorizes the use of a request for proposals contracting process provided that findings are made that the use of such an approach does not discourage competition. The zoo's current contract for the provision of soft drinks is expiring and the management would like to explore a new contract that would provide certain advertising and other benefits to the vendor in exchange for a monetary contribution to the zoo.

### **Committee Discussion:**

Kathy Kiaunis, Deputy Zoo Director, presented the staff report. She noted that the intent of the resolution is to initiate the process by which the zoo would obtain a soft drink vendor. She explained that a request for proposals contracting process will give the zoo needed flexibility to negotiate terms with a new vendor that could include a monetary contribution to the zoo. A request for bid process would not provide such flexibility.

Chair Bragdon and Councilor Burkholder expressed concern about the nature of advertising opportunities and other benefits that might be offered to a vendor to procure a zoo donation. They noted that the zoo is a family outing experience in a park-like setting. They did not want to see this jeopardized by overcommercialization. Ms. Kiaunis responded that they enhanced advertising opportunities would be low-key and generally at the food service sites. She indicated that the benefit opportunities could include items such as a free admission day for the vendor's employees.

The committee had no other questions.

Agenda Item Number 8.2

**Resolution No. 02-3158A, For the Purpose of Exempting from Competitive Bidding Requirements and Authorizing Release of RFP 02-1004-ZOO for PBX Replacement at the Oregon Zoo.**

*Contract Review Board*

Metro Council Meeting  
Thursday, February 28, 2002  
Metro Council Chamber

BEFORE THE METRO CONTRACT REVIEW BOARD

FOR THE PURPOSE OF EXEMPTING FROM )	RESOLUTION NO. 02-3158A
COMPETITIVE BIDDING REQUIREMENTS )	
AND AUTHORIZING RELEASE OF RFP )	Introduced by Mike Burton
02-1004-ZOO FOR PBX REPLACEMENT )	Executive Officer
AT THE OREGON ZOO )	

WHEREAS, The Oregon Zoo is interested in purchasing a new or replacement phone system (PBX Private Branch Exchange), and

WHEREAS, the current PBX system has exceeded its reasonable lifetime and capacity, and

WHEREAS, it is essential to evaluate cost, capacity, and reliability of the proposed replacement systems in order to acquire the most advantageous replacement PBX system for the Oregon Zoo, and

WHEREAS, Metro Code section 2.04.054(c) authorizes, subject to ORS 179.015, the use of alternative contracting practices that take into account market realities and innovative contracting methods which are consistent with the public policy of encouraging competition, and

WHEREAS, the Metro Contract Review Board finds that the request for proposal (RFP) process is unlikely to result in favoritism in the awarding of this public contract and also finds that the RFP process will not substantially diminish competition for this public contract and will provide substantial cost savings to Metro, and

WHEREAS, this resolution is submitted by the Executive Officer for consideration of the Metro Contract Review Board for approval; now, therefore,

BE IT RESOLVED That the Metro Council, acting as the Contract Review Board,

1. Adopts the findings as set forth in Exhibit A, which is incorporated by reference into this Resolution as if set forth in full, and
2. Based upon such findings, exempts from competitive bidding requirements and authorizes the request for proposal competitive process for the Oregon Zoo's contract for purchasing a replacement PBX system, and
3. Authorizes the Executive Officer to negotiate the best possible contract terms and conditions with responsive proposers and to execute a contract, and
4. Amends the current CIP document to include the PBX replacement project as attached as Exhibit C, and

5. Authorizes the issuance of RFP 02-1004-ZOO, attached as Exhibit B.

ADOPTED by the Metro Contract Review Board this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

\_\_\_\_\_  
Carl Hosticka, Presiding Officer

Approved as to Form:

\_\_\_\_\_  
Daniel B. Cooper, General Counsel

EXHIBIT A  
FINDINGS OF FACT SUPPORTING  
THE USE OF COMPETITIVE SELECTION PROCESS  
FOR THE PBX REPLACEMENT

ORS 279.015(1) requires, with certain exceptions, that all public contracts be based on competitive bidding and, under ORS 279.029, awarded to the lowest responsive and responsible bidder. ORS 279.015(2) permits the Metro Contract Review Board, Metro's public contract review authority, to grant, under certain conditions, specific exemptions from the requirement for competitive bidding resulting in contract award to the lowest responsive and responsible bidder.

After review and discussion with interested parties, Metro staff have determined that the request for proposal process is the best process for supply of a PBX replacement system and recommends its use. ORS allows use of the request for proposal method if appropriated findings of fact are addressed and supported by the Contract Review Board. ORS 279.011(5) defines findings and includes specific information that should be addressed. A public hearing will be held before these findings are finally adopted, allowing the opportunity for all interested parties to comment.

I  
BACKGROUND

The Oregon Zoo's current PBX was installed in 1993 as a used system. Since that time the capacity of the system has been upgraded and expanded to maximize its service. There are increasing demands on the PBX and no further expansion of the system is possible. The hardware has surpassed its reasonable lifetime and the software has been maximized to its full capabilities. The Oregon Zoo is requiring qualified vendors to submit their best proposal for a new, used, or replacement PBX system that is cost effective, increases capacity to allow for future growth, provides operational reliability, and dependable service.

The Zoo desires to negotiate with the responsive proposers in a number of areas such as equipment, materials, and service.

II A  
FINDINGS REGARDING FAVORITISM, COMPETITION, AND COST SAVINGS

ORS 279.015(2) requires that an agency make certain findings as a part of exempting certain public contracts or classes of public contracts from competitive bidding. ORS 279.015(2)(a) requires an agency to find that. *It is unlikely that such exemption will encourage favoritism in the awarding of public contracts or substantially diminish competition for public contracts.* Metro Contract Review Board finds that exempting the PBX Replacement Request for Proposals (RFP) from competitive bidding and authorizing a negotiating process will not inhibit competition or encourage favoritism. This finding is supported by the following facts:

- A) Solicitation Advertisement: Pursuant to Metro Code 2.04.044, the PBX Replacement RFP solicitation will be advertised in at least two newspapers. In addition, solicitation documents will be available through Metro's website page highlighted contracting opportunities, as well as mailed to known telecommunication system distributors. This solicitation process is designed to encourage competition and to discourage favoritism.

B) Full Disclosure: To ensure full disclosure of all project requirements and thereby avoid favoritism, the RFP solicitation package will include:

- 1) Detailed Description of the Project
- 2) Contractual Terms and Conditions
- 3) Negotiation Process
- 3) Selection Process Description
- 4) Evaluation Criteria
- 5) Complaint Process and Remedies

C) Selection Process: The Selection Process will include the following elements to avoid favoritism:

- 1) Proposals will be evaluated for completeness and compliance with the requirements listed in the RFP.
- 2) Proposals considered complete and responsive will be evaluated under the criteria of the RFP.
- 3) Proposals will be independently scored by the voting members of the Selection Committee made up of non-Metro experts in the field telecommunication systems.
- 4) The responsive proposers will be selected for negotiation.
- 5) Metro staff will negotiate terms, conditions, donations, equipment, and price with the top ranked firm.

Unsuccessful proposers will be given the opportunity to appeal the award in accordance with Metro Code.

## II B

### FINDINGS REGARDING SUBSTANTIAL COST SAVINGS

ORS 279.015(2) requires that a public agency make certain findings as a part of exempting certain public contracts or classes of public contracts from competitive bidding. ORS 279.015(2) requires an agency to find that: *The awarding of public contracts pursuant to the exemption will result in substantial cost savings to the public contracting agency.* This finding is supported by the following facts:

- A) Negotiation and RFP Process: Early opportunity to negotiate will result in higher quality decisions by the Zoo staff. Cost and pricing options for materials, equipment, maintenance, and service can be viewed with greater certainty and knowledge. The opportunity to negotiate these options will promote the most favorable terms possible. The RFP Process will encourage greater competition and participation, and help the Zoo achieve its goals.

## II C

### FINDINGS REGARDING UNIQUE PROJECT

- A) Unique Project: Purchasing a PBX system is a unique project. Special knowledge, equipment, and materials are required. Furthermore, due to the complex technology of these systems, a consultant has been hired to assist with writing this request for proposal and the evaluation/negotiation process.

- B) Agency Capacity: Metro staff are experienced in the use of this contracting method. Their experience will ensure that the contract is administered appropriately, and that the potential savings and benefits possible through use of this process will accrue to Metro.



**II D**  
**FINDINGS REGARDING INDUSTRY PRACTICES**

It is common industry and governmental practice to use request for proposals when purchasing a PBX system. Recent public entities to use this competitive approach rather than a bid or state contract include Washington County, Cleanwater Services (formerly Unified Sewer District), Bend/La Pine School District, and Oregon City Schools.

EXHIBIT B  
Request for Proposal  
RFP 02-1004-ZOO  
PBX Replacement  
for  
**Oregon Zoo**



February 25, 2002

4001 S.W. Canyon Rd.  
Portland, Oregon 97221

# Capital Project Request - Project Detail

Project Title: PBX Replacement

Resolution No. 02-3158A  
Exhibit C

Fund(s): Zoo Operating

Project Number:		Dept. Priority:		Year First Proposed 2001-02		Department: Zoo Division: Guest Services		Project: PBX replacement		Date: February 14, 2002		
Type of Project:		Type of Request		Source of Estimate:				Start Date: 05-02		Prepared By: Kathy Kiaunis		
<input checked="" type="checkbox"/> New <input type="checkbox"/> Expansion <input type="checkbox"/> Replacement		<input checked="" type="checkbox"/> Initial <input type="checkbox"/> Revision <input type="checkbox"/> Continuation		<input type="checkbox"/> Preliminary <input type="checkbox"/> Based on Design <input checked="" type="checkbox"/> Actual Bid Documents				Finish Date:				
Project Estimates				Actual Expend	Budget/Est Fy 2001-02	Prior Years	2002-03	2003-04	2004-05	2005-06	2006-07	Total
Capital Cost:												
Plans & Studies												-
Land & Right-of-Way												-
Design & Engineering												-
Construction												-
Equipment/Furnishings					150,000	150,000						150,000
Capital Maintenance												-
Project Contingency												-
1% for Art												-
Other												-
<b>Total</b>				\$ -	\$ 150,000	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000
Funding Source:												
Fund Balance-Capital Reserve					150,000	150,000						150,000
Grants/Donations												-
G.O. Bonds												-
Revenue Bonds												-
Other												-
<b>Total</b>				\$ -	\$ 150,000	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000
Annual Operating Budget Impact:												
Annual Revenues:												\$ -
Annual Expenditures:												-
Personal Services Costs												-
Materials & Services Costs												-
Capital Outlay Costs												-
Other Costs												-
Sub-total, Expenditures:												-
Net Operating Contribution (Cost):												\$ -
				Estimated Useful Life (years)				First Full Fiscal Year of Operation:				
<b>Project Description/Justification:</b> Replace zoo's telecommunication system with new PBX equipment.												

## STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 02-3158 FOR THE PURPOSE OF EXEMPTING FROM COMPETITIVE BIDDING REQUIREMENTS AND AUTHORIZING RELEASE OF RFP 02-1004-ZOO FOR PBX REPLACEMENT AT THE OREGON ZOO

---

Date: January 22, 2002

Presented by: Kathy Kiaunis

### PROPOSED ACTION

Adopt Resolution No. 02-3158 exempting the competitive bidding requirements and authorizing the release of RFP 02-1004-ZOO for PBX replacement at the Oregon Zoo. Authorizes Zoo staff to negotiate the best terms and conditions with responsive proposers.

### EXISTING LAW

Metro Code section 2.04.054(c) authorizes, subject to ORS 279.015, the use of alternative contracting practices that take into account market realities and innovative contracting methods which are consistent with the public policy of encouraging competition.

### FACTUAL BACKGROUND AND ANALYSIS

The Oregon Zoo's current phone system or PBX (Private Branch Exchange) was installed in 1993 as a used system. Since that time the capacity of the system has been upgraded and expanded to maximize its service. There are increasing demands on the PBX and no further expansion of the system is possible. The hardware has surpassed its reasonable lifetime and the software has been maximized to its full capabilities.

The Oregon Zoo is requiring qualified vendors to submit their best proposal for a new, used, or replacement PBX system that is cost effective, increases capacity to allow for future growth, provides operational reliability, and dependable service, as referenced in Exhibit B of resolution.

The Zoo has done an extensive review of options available, and has crafted the RFP to allow for selecting the latest technology, which also can be upgraded for future enhancements, such as voice over data, while maintaining the flexibility to acquire the best value. The request should allow the Zoo to stay current with changing information technology needs.

### BUDGET IMPACT

Based upon the Zoo's current system and estimates by the Zoo's communications consultant, the cost of the contract is expected to be approximately \$150,000. The project will be funded from the Zoo's operating fund through a budget amendment from contingency.

### EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 02-3158.

BEFORE THE METRO CONTRACT REVIEW BOARD

FOR THE PURPOSE OF EXEMPTING FROM ) RESOLUTION NO. 02-3158  
COMPETITIVE BIDDING REQUIREMENTS )  
AND AUTHORIZING RELEASE OF RFP ) Introduced by Mike Burton  
02-1004-ZOO FOR PBX REPLACEMENT ) Executive Officer  
AT THE OREGON ZOO )

WHEREAS, The Oregon Zoo is interested in purchasing a new or replacement phone system (PBX Private Branch Exchange), and

WHEREAS, the current PBX system has exceeded its reasonable lifetime and capacity, and

WHEREAS, it is essential to evaluate cost, capacity, and reliability of the proposed replacement systems in order to acquire the most advantageous replacement PBX system for the Oregon Zoo, and

WHEREAS, Metro Code section 2.04.054(c) authorizes, subject to ORS 179.015, the use of alternative contracting practices that take into account market realities and innovative contracting methods which are consistent with the public policy of encouraging competition, and

WHEREAS, the Metro Contract Review Board finds that the request for proposal (RFP) process is unlikely to result in favoritism in the awarding of this public contract and also finds that the RFP process will not substantially diminish competition for this public contract and will provide substantial cost savings to Metro, and

WHEREAS, this resolution is submitted by the Executive Officer for consideration of the Metro Contract Review Board for approval; now, therefore,

BE IT RESOLVED That the Metro Council, acting as the Contract Review Board,

1. Adopts the findings as set forth in Exhibit A, which is incorporated by reference into this Resolution as if set forth in full, and
2. Based upon such findings, exempts from competitive bidding requirements and authorizes the request for proposal competitive process for the Oregon Zoo's contract for purchasing a replacement PBX system, and
3. Authorizes the Executive Officer to negotiate the best possible contract terms and conditions with responsive proposers and to execute a contract, and
4. Amends the current CIP document to include the PBX replacement project, and
5. Authorizes the issuance of RFP 02-1004-ZOO, attached as Exhibit B.

ADOPTED by the Metro Contract Review Board this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

\_\_\_\_\_  
Carl Hosticka, Presiding Officer

Approved as to Form:

\_\_\_\_\_  
Daniel B. Cooper, General Counsel

EXHIBIT A  
FINDINGS OF FACT SUPPORTING  
THE USE OF COMPETITIVE SELECTION PROCESS  
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The Zoo desires to negotiate with the responsive proposers in a number of areas such as equipment, materials, and service.

II A  
FINDINGS REGARDING FAVORITISM, COMPETITION, AND COST SAVINGS

ORS 279.015(2) requires that an agency make certain findings as a part of exempting certain public contracts or classes of public contracts from competitive bidding. ORS 279.015(2)(a) requires an agency to find that *It is unlikely that such exemption will encourage favoritism in the awarding of public contracts or substantially diminish competition for public contracts.* Metro Contract Review Board finds that exempting the PBX Replacement Request for Proposals (RFP) from competitive bidding and authorizing a negotiating process will not inhibit competition or encourage favoritism. This finding is supported by the following facts:

- A) Solicitation Advertisement: Pursuant to Metro Code 2.04.044, the PBX Replacement RFP solicitation will be advertised in at least two newspapers. In addition, solicitation documents will be available through Metro's website page highlighted contracting opportunities, as well as mailed to known telecommunication system distributors. This solicitation process is designed to encourage competition and to discourage favoritism.

B) **Full Disclosure:** To ensure full disclosure of all project requirements and thereby avoid favoritism, the RFP solicitation package will include:

- 1) Detailed Description of the Project
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- 4) The responsive proposers will be selected for negotiation.
- 5) Metro staff will negotiate terms, conditions, donations, equipment, and price with the top ranked firm.

Unsuccessful proposers will be given the opportunity to appeal the award in accordance with Metro Code.

## II B

### FINDINGS REGARDING SUBSTANTIAL COST SAVINGS

ORS 279.015(2) requires that a public agency make certain findings as a part of exempting certain public contracts or classes of public contracts from competitive bidding. ORS 279.015(2) requires an agency to find that: *The awarding of public contracts pursuant to the exemption will result in substantial cost savings to the public contracting agency.* This finding is supported by the following facts:

A) **Negotiation and RFP Process:** Early opportunity to negotiate will result in higher quality decisions by the Zoo staff. Cost and pricing options for materials, equipment, maintenance, and service can be viewed with greater certainty and knowledge. The opportunity to negotiate these options will promote the most favorable terms possible. The RFP Process will encourage greater competition and participation, and help the Zoo achieve its goals.

## II C

### FINDINGS REGARDING UNIQUE PROJECT

A) **Unique Project:** Purchasing a PBX system is a unique project. Special knowledge, equipment, and materials are required. Furthermore, due to the complex technology of these systems, a consultant has been hired to assist with writing this request for proposal and the evaluation/negotiation process.

B) **Agency Capacity:** Metro staff are experienced in the use of this contracting method. Their experience will ensure that the contract is administered appropriately, and that the potential savings and benefits possible through use of this process will accrue to Metro.

**II D**  
**FINDINGS REGARDING INDUSTRY PRACTICES**

It is common industry and governmental practice to use request for proposals when purchasing a PBX system. Recent public entities to use this competitive approach rather than a bid or state contract include Washington County, Cleanwater Services (formerly Unified Sewer District), Bend/La Pine School District, and Oregon City Schools.



EXHIBIT B  
Request for Proposal  
RFP 02-1004-ZOO  
PBX Replacement  
for  
**Oregon Zoo**



February 25, 2002

4001 S.W. Canyon Rd.  
Portland, Oregon 97221

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## SECTION 1 – NOTICE TO PROPOSERS

Sealed proposals will be received by **Judy Case at the Oregon Zoo** hereinafter referred to as "**Purchaser**", at:

Gate B  
4001 S.W. Canyon Rd.  
Portland, Oregon 97221

Proposals are due by 11:00 am local time March 20, 2002. Proposals received after this time and date will be returned unopened. Proposals will not be publicly opened at the time of receipt.

Briefly, the work for this project shall be executed under a single contract and include voice switching and voice messaging systems.

Proposals must be submitted in writing on the Proposal Forms supplied in Sections 9 through 15 of the Proposal documents or acceptable alternates if mentioned.

## PROPOSAL DOCUMENTS

Hard copies of the proposal will be available to proposers on February 25, 2002. A fee of 10 cents per page will be charged for hard copies of the RFP. Electronic copies of this proposal are available at no charge.

This proposal has been prepared by Northwest Information Services, Inc. (NIS), Lincoln Center, 10300 S.W. Greenburg Road, Suite 280, Portland, Oregon 97223, 503-246-8585.

## IMPORTANT DATES

Public notice	2/25/2002
Release of this RFP	2/25/2002
Mandatory Pre-Proposal Meeting (1)	3/6/2002
Last date/time to submit questions	3/13/2002
Proposal Due Date and Time	11:00 A.M. 3/20/2002
Proposer Selection Award Date	3/28/2002
Project Initiation Meeting	April 2002
Commencement of Work	May 2002
Installation complete, ready for cutover	Last week in May 2002
Cutover	Last week in May 2002

The pre-proposal meeting (vendor conference) is mandatory and will be held at the Oregon Zoo. Potential suppliers not in attendance at the pre-proposal meeting will not be given further consideration in this process.

Please notify Randy Whitworth via e-mail at "[whitworthr@metro.dst.or.us](mailto:whitworthr@metro.dst.or.us)": If you are planning to attend the pre-proposal meeting.

## REJECTION OF PROPOSALS

The receipt of proposals from the *Proposers* does not obligate the *Purchaser* in any way.

The right is expressly reserved to reject any and all proposals or any portion of any and all proposals not in compliance with all prescribed proposal procedures and requirements and may reject all proposals if, in the judgment of *Purchaser*, it is in their best interest to do so.

No Proposer may withdraw his proposal after the date set for the receipt thereof and before award of the Contract, unless award is delayed beyond sixty (60) calendar days from proposal due date.

## **BOND REQUIREMENTS**

Proposers shall be required to furnish a bid deposit equal to \$500.00. Bid deposit may be in the form of cashier's check or certified check drawn on a bank in good standing, or a Bid bond issued by a surety authorized to conduct such business in the state of Oregon (A sample bid bond is attached as an appendix to this RFP). The deposit shall serve as a guarantee that the Proposer will not withdraw the Proposal for a period of sixty (60) days after Proposal opening, and if awarded the Contract will execute the Metro contract and furnish all bond(s) as required and within the time frame specified herein.

The Attorney-in-Fact (Resident Agent) who executes any bond on behalf of the Surety must attach a notarized copy of his/her Power of Attorney as evidence of his/her authority to bind the Surety on the date of execution of the bond.

The successful Proposer shall be required to provide a performance bond equal to 100% of the contract sum. Successful Proposer must use the Performance Bond Form attached as an appendix to this RFP, not a Surety Company form.

All provisions of the Oregon Revised Statutes (ORS) are specifically included by reference.

## SECTION 2 – PROJECT OVERVIEW

### OVERVIEW AND BACKGROUND INFORMATION

The Oregon Zoo is located in the west hills of Portland on a 64-acre site. As the most popular paid attraction in the state, the Zoo is expected to draw 1.1 million visitors this fiscal year. The mission of the Oregon Zoo is to inspire our community to create a better future for wildlife and to provide visitors a unique educational and recreational opportunity to experience wildlife in a naturalistic setting.

The Zoo serves as a regional cultural and recreational resource, enhancing the quality of life and assisting in economic development as a tourist attraction and community asset. The Zoo is also an important educational resource, providing learning opportunities for people of all ages. Over 93,000 school children visit the Zoo on school-sponsored field trips annually.

The Oregon Zoo contributes to the conservation of wildlife by educating the public regarding conservation; continuing to research and improve husbandry techniques, exhibit environments, animal management, and captive propagation; cooperating with appropriate American Zoo Association Species Survival Plans and other conservation efforts to house and breed endangered and threatened species.

### PURCHASER'S OBJECTIVES

1. The new system shall be as stable (99.99% up-time) as current PBX technology.
2. Proposers to propose least cost, best application fit alternative.
3. Obsolescence is avoided during the depreciation period that exceeds eight years.
4. Time is of the essence with implementation expected on or about May 31, 2002.
5. High responsiveness to user applications.
6. Minimize any new investment in additional structured cabling at this time.
7. Retain 3 digit dialing at the Oregon Zoo.
8. Provide complete integration with the new voice mail system.
9. Obtain a trade-in allowance and removal of the existing Mitel 200 PBX, voice mail system and obsolete telephones from successful Proposer. (See add alternative 6)

### OREGON ZOO - CURRENT MITEL PBX MATRIX

Card/Equipment	# Of Cards	Ports/card	Total Ports	Ports Used	Open Ports
Universal Card:	1				
DTMF Receivers,		8	8	8	0
MOH		1	1	1	0
Page		2	2	2	0
Console Module		1	1	1	0
DS1 Formatter T1 Card	1	24	24	24	0
* Additional T1 card for growth	1	24	24	24	
CO Trunk Card	1	4	4	3	1
ONS Line Cards	5	12	60	60	0
8 station Line Cards (ONS)	29	8	232	230	2
COV Line Card	1	6	6	6	0
Superset Line Card (COV)	9	8	72	71	1
Digital Line Card	1	12	12	3	9
Slots assigned to Phantom #s (12 ports or 2 slots could be recovered)	3	6	18	17	1
Phones Digital Super sets	3				
Analog Superset 4	60				
Analog single line sets	290				
Emergency Elevator phones	5				
Voice Mail system specs					
Voice Mail	4	4	16	16	0
Total Voice Mail Boxes	389				
Voice Mail boxes telephone cover to	208				
Information Voice Mail boxes	43				
Voice Mail boxes that telephones do not cover to	138				

Notes:

\* additional new hardware to be installed with the system and may or may not be connected to the PSTN at time of system install

1. The current hardware/software is at Release 1003.
2. The voice mail was upgraded approximately one year ago to meet Y2K requirements with new hardware and software, but the COV integration is the original integration interface.
3. The current expansion for this system is limited to about 20 phones. This will require the deletion of most of the phantom routing extensions so that to leave voice mail, the caller will dial the voice mail system and then enter the extension number.
4. There are several telephone stations that have experienced static or other intermittent failures in the past year. To eliminate the cable plant as the cause of this static the Oregon Zoo has had an independent contractor verify these connections. See attachment 3 for the detail of these stations and the results of the cable plant testing.
5. The analog single line sets that are currently in use will be used with the new PBX. It will be the responsibility of the successful proposer to connect the new PBX to the existing analog telephones.

**SCOPE OF PROJECT**

The selected *Proposer* will implement its proposed system in compliance with specifications included in SECTION 8 - SPECIFICATIONS of this RFP. These specifications are preliminary and quantities are subject to change.

It is the intention of *Purchaser* to secure proposals for a "turnkey" project for the complete new or replacement system for station review, programming, installation, testing, user training and placement into operation according to a schedule that complements the *Purchaser's* requirements. The successful proposer will replace the PBX and all digital telephone sets. The new or replacement system must use the existing analog telephone sets.

The Oregon Zoo is interested in implementing a new or replacement system in the most cost effective fashion. The Oregon Zoo will consider proposals that use components from the existing Mitel SX 200 system. In the case of any proposal that uses any equipment from the current configuration, other than the analog telephones, the proposer must clearly identify all exception to the requirements that this proposal does not fully satisfy.

Additionally the Oregon Zoo will consider a used telephone system that the suppliers may have available that fit the requirements of this RFP. It is the expectation of the Oregon Zoo that any used equipment carry a full one-year warranty and maintenance program as called for in the RFP.

It is the expectation of the Oregon Zoo that the new or replacement system and telephone sets will function correctly in all locations that currently have telephones installed.

Since the copper cable plant at the Oregon Zoo is limited it is a requirement that all telephone sets run over a single pair of wires.

*Purchaser* expects the selected Proposer to perform a complete cutover from the existing Mitel SX 200 Software Release 1003 to the replacement system with minimal disruption to the facility users. The new system must mirror the three digit internal dialing in use by the current system.

Additionally the proposer will provide specifications and pricing for a remote location to be located in Clackamas County, Oregon to be connected to the main PBX at the Oregon Zoo. This option will have the ability to use the all the features available at the zoo including but not limited to:

- Dialing plan
- Call forward
- Call coverage
- Voice Mail

Telephone at the remote location will appear to the users as if they were physically connected to the main Zoo PBX.

*Proposer's* implementation plans shall include user training in advance of cutover, coordination with the LEC and *Purchaser's designated* staff. The implementation plans will require cutover scheduling at night during a weekend when the Zoo is normally closed. The Proposer will include any premium cutover charges in the install price of the new system.

The Proposer will supply a back out plan to be used in case the cutover to the new system fails for any reason. Purchaser will approve said plan prior to system cutover.



## SECTION 3 - INSTRUCTIONS TO PROPOSERS

### INTRODUCTION

#### GENERAL COMMENTS

1. Please make the proposal as concise as possible, while including all the required information and proposal forms. Any proposals that do not contain all required information may be considered non-responsive and be eliminated from final consideration.
2. Use enclosed forms for proposal response. Read and comply with all format guidelines. Noncompliance with these guidelines may result in disqualification.

### PROPOSAL PROCEDURES

#### PROPOSAL SUBMISSION

1. *Purchaser* requires one (1) original and two copies of written, sealed proposals.
2. *Purchaser* requires one electronic copy of the proposal.
3. Proposals may be delivered to the address listed below during work days, 7:30 AM to 3:30 P.M. Local time:  
Judy Case,  
Contracts Consultant,  
Gate B  
4001 S.W. Canyon Rd.  
Portland, Oregon 97221
4. All proposals shall be in writing and in a sealed envelope or box addressed as specified above and including the name and address of the Proposer identifying the subject matter of the proposal on the outside of the envelope or box.
5. *Proposers* are required to submit a single proposal based on their expertise and analysis of the requirement in this RFP. The Oregon Zoo will evaluate all proposals based on the evaluation criteria called out in this RFP. It is the responsibility of the proposers to submit a response to this RFP using the alternative that best fits the applications and cost objectives of the Zoo.
6. All proposals shall be submitted to the office designated herein for the receipt of proposals on behalf of *Purchaser*. *Proposals received after the specified hour will not be considered.*
7. The right is expressly reserved by *Purchaser* to reject any and all proposals or any portion of any and all proposals not in compliance with all prescribed proposal procedures and requirements and *Purchaser* may reject all proposals if, in the judgment of *Purchaser*, it is in *Purchaser's* best interest to do so, and new proposals may be called for.
8. The RFP response is to include
  - a) All the proposal forms contained in the RFP
  - b) A positive statement of all exceptions to the RFP. If the proposer has no exceptions to the RFP conditions or requirement the response must so state.
  - c) All forms must contain the proposers company name in the prescribed area.
  - d) Proposals are not to include a copy of the original RFP document.

#### QUESTIONS AND ANSWERS

All questions pertaining to this Request for Proposal shall be directed via e-mail or fax to:

Randy Whitworth  
[whitworthr@metro.dst.or.us](mailto:whitworthr@metro.dst.or.us) - FAX 503-226-2786

Questions must be received by 2/13/2002 by 4:30 P.M. and answers will be provided by 2/15/2002. The Oregon Zoo will not respond to questions received in any form written or verbal other than e-mail to the address provided above. All questions and answers will be provided back to all proposers as part of the clarification process.

**PROPOSAL SECURITY**

Proposals will become the property of the *Purchaser*; as such information in each response will be shared with employees of the *Purchaser*, and other persons who will be involved in the proposals evaluation and project implementation. If there is information in the proposal that the respondent considers proprietary, it must be noted in the proposal.

**PROPOSAL WITHDRAWALS**

All requests to withdraw or resubmit a proposal must be made in writing to *Purchaser* any time prior to the time of the proposal opening.

No respondent may withdraw a proposal within 60 days after the RFP due date.

**EXCEPTIONS**

Exceptions to any part of the requirements stated in this request must be clearly identified as "Exceptions". The stated exceptions and any alternatives offered must be included in SECTION 10 – PROPOSAL FORMS of this response.

**PROPOSAL OPENING**

Proposals received prior to the due date will be kept secure and unopened. *Purchaser* shall determine when the specified due date and time for proposals has arrived. No proposal received thereafter will be considered and all such proposals will be returned to the respondent unopened.

No responsibility will attach to *Purchaser* for premature opening of a proposal not properly addressed and identified.

**PROPOSAL ACCEPTANCE**

*Purchaser* reserves the right to accept or reject any or all proposals and waive formalities or irregularities in the process. A proposal once submitted shall be deemed final and binding on the Proposer, and shall constitute an offer to enter into a contract upon the terms set forth in the proposal.

**EVALUATION CRITERIA**

Evaluation of proposals will be based on criteria defined in ATTACHMENT 2 – EVALUATION MATRIX.

**CLARIFICATION OF RESPONSES**

*Purchaser* or its representative reserves the right to obtain clarification of any point in the Proposer's proposal or to obtain additional information if necessary to properly evaluate a particular proposal. Failure of a Proposer to respond to such a request for additional information or clarifications could result in rejection of that firm's proposal.

**PROPOSAL RESPONSE AND SIGNATURE**

The response must be made on the "PROPOSAL FORMS." Proposer's original of proposal shall be signed in the applicable spaces with ink or indelible pencil, as follows:

1. In the case of an individual Proposer, by such individual Proposer.
2. In the case of a partnership, the name of the partnership must appear upon such proposal, and it shall be signed in the name of such partnership by an authorized agent.
3. In the case of a corporation, the proposal will be signed by the president or other authorized agent, and there shall be set forth, under the signature of such agent, the name of the office he/she holds or the capacity in which he/she acts for such corporation.
4. Proposal envelope or box must have proposal title and related information (as specified in "proposal submission procedure") conspicuously printed on the outside. Proposals not so marked may be accidentally opened and the proposal may be thus disqualified.

**VALID RESPONSE TIME**

Each proposal shall state on the "PROPOSAL FORMS" the period of time for which it is valid. All proposals must be firm for a minimum of 120 days from the due date of the proposal. Prices quoted by the selected Proposer must remain valid for the duration of the project.

## **COST OF BID**

This request for proposal does not commit Metro to pay any costs incurred by any Proposer in the submission of a proposal, or in making necessary studies or designs for the preparation thereof, or for procuring or contracting for the items to be furnished under the request for proposal.

## **WARRANTY**

The Proposer shall represent and warrant that they are sufficiently informed regarding all issues affecting the performance of the work or the furnishing of the labor, supplies, material or equipment called for in the specifications; that the Proposer has checked their proposal for errors and omissions; that the prices stated in their proposal are correct and as intended by them are a complete and correct statement of their prices for performing the work or furnishing the labor, supplies, materials or equipment required by the agreement documents.

In entering into an agreement with the Proposer, the *Purchaser* is relying on the Proposer's skill and judgment in selecting and providing the proper goods and any applicable services for *Purchaser's* particular use. The Proposer warrants to the *Purchaser* and its successors in interest that the goods and any services covered hereby will correspond with the description of the same in the proposal, will conform to all applicable specifications, will be of the best quality unless otherwise specified, will be fit for the purpose for which they are to be used and will conform in all respects both in the manufacture and use thereof with all applicable safety orders or regulations of city, county and state where the goods are to be used. The Proposer also warrants that said goods are free and clear of all liens and encumbrances whatsoever, and that the Proposer has a good and marketable title to same, and Proposer agrees to hold the *Purchaser* and its successors in interest free and harmless against any and all claims to said goods.

The Proposer warrants to *Purchaser* that all system components shall be free from defects of material and workmanship for *twelve (12) months from the date of cutover*.

The Proposer warrants all installation materials and workmanship to be free from defects for twelve (12) months from the date of cutover. The Proposer warrants that defective system components will be repaired or replaced at the sole expense of the Proposer throughout the warranty period.

Copies of the warranties provided by the manufacturer of the proposed system(s) shall be included with the Proposer's proposal.

The Proposer must provide:

- Documented proof that the Proposer is an "AUTHORIZED" distributor of the proposed system(s) in good standing;
- Written certification that the Proposer currently employs factory-trained and certified engineers/technicians who will install and cut over the system(s) in accordance with the manufacturer's specifications;
- Written certification that the Proposer will continue to employ factory-trained and certified engineers/technicians who will provide on-going service according to the manufacturer's recommended level of performance; and
- Written certification that the Proposer will locally maintain a sufficient level of inventory of new, original equipment or manufacturer re-certified spare parts and components that will enable the Proposer to provide on-going service for the *Purchaser's* system(s) according to the manufacturer's recommended level of performance.

If the Proposer is not the manufacturer of the proposed system(s), the proposal shall include a copy of any document, which certifies that warranty and maintenance support for the proposed system(s) shall be provided by the manufacturer of the system(s) in the event that the vendor or distributor fails to fulfill any contractual maintenance obligations.

### **COMPLETENESS OF RESPONSE**

The complete proposal response to this RFP must include:

- The completely filled out and signed "PROPOSAL FORMS".
- Technical information describing the equipment proposed.
- A written list of exceptions (if any) to the General Conditions in this section.
- ***Ensure PROPOSAL FORM pages numbered with a "PF" designation in the footer are returned with the response as well as TECHNICAL QUALIFICATION FORM. Both the Proposal Form and the Technical Qualification Form require signature for a response to be valid.***

### **CONTRACT NEGOTIATIONS**

*Purchaser* reserves the right to negotiate a contract after the successful respondent is selected. Selection will be based only on the proposal and subsequent interviews, if any.

### **CONTRACT DOCUMENTS**

The contract documents consist of this Request for Proposal, together with any addenda issued by *Purchaser*, together with the respondent's proposal, together with any required submittal(s) or drawings.

### **ORDER OF PREFERENCE**

The contract documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the documents is to include all labor, materials, equipment, or other costs necessary for the proper execution of the work. In the event of discrepancies between contract documents, the following shall govern in the order listed below, with the first listed document controlling over those listed below it and so forth: 1. Purchaser/Proposer Agreement; 2. Addenda; 3. Change Orders; 4. Request for Proposal; 5. Proposer's Proposal; 6. Specifications, Drawings or Submittal(s).

### **TERMS AND CONDITIONS**

All Proposers must agree that the terms and conditions of the Contract documents are acceptable and that they will sign a contract including these terms and conditions. Any objections to the terms and conditions must be stated in writing and included in the response. *Purchaser* may distribute copies of such objections to other Proposers at *Purchaser's* discretion. *Any objections not listed in a proposal will not be considered.*

### **AWARD OF CONTRACT**

Within 30 calendar days after the receipt of Proposals, Metro will accept one of the Proposals, or combination of Proposals, or reject all Proposals in accordance with the Basis of Award. The acceptance of the Proposal will be by written Notice of Award, mailed or delivered to the office designated in the Proposal. The Notice of Conditional Award shall not entitle the party to whom it is delivered to any rights whatsoever.

The right is expressly reserved by *Purchaser* to reject any and all proposals or any portion of any and all proposals not in compliance with all prescribed proposal procedures and requirements and *Purchaser* may reject all proposals if, in the judgment of the *Purchaser*, it is in *Purchaser's* best interest to do so, and new proposals may be called for.

### **ADDITIONAL PROVISIONS**

1. All requests for clarification shall be received via e-mail or fax and directed to Purchaser's Representative *Randy Whitworth*, [whitworthr@metro.dst.or.us](mailto:whitworthr@metro.dst.or.us), FAX 503-226-2786. No other persons shall have authority to provide any interpretation with respect to the foregoing requirements or to any RFP specifications.
2. If, in any respect, the foregoing instructions are in anyway inconsistent with the applicable statutory provisions or the administrative rules of the *Purchaser*, the statutory and regulatory provisions shall govern.

### **INTERPRETATION OF CONTRACT DOCUMENTS AND APPROVAL OF MATERIALS**

If any person contemplating the submission of a proposal for the proposed work finds discrepancies in or omissions from, or is in doubt as to the true meaning of any part of the Plans and Specifications or forms of Contract Documents, they shall submit to the *Purchaser's representative* an e-mail request for an interpretation thereof or additions thereto on or before the dates in the "Important Dates" sections of this document.

The person submitting the request will be responsible for its prompt delivery. Any interpretation, addition or revision to the proposed documents, or approval of materials submitted, will be only by addenda duly issued. A copy of such addenda will be e mailed or delivered to each person receiving a set of Plans and Specifications. Any addenda so issued are to be covered in the proposal and they will become a part of the contract Documents. The *Purchaser* will not be responsible for any other explanation or interpretation of the Contract documents.

#### **APPROVAL REQUIRED**

Payment of any sum hereunder by the terms hereof, and all modifications and change orders which in anyway affect the contract price shall be of no binding effect upon the *Purchaser* until approved by the Business Manager of the *Purchaser*.

#### **EXECUTION OF PROPOSAL FORMS**

Except as otherwise provided herein, proposals which are not on the forms provided, incomplete or which are conditioned in any way, or contains errors or omissions, erasures, alterations, or items not called for in the RFP, or which are not in conformity with the law, may be rejected by the *Purchaser*.

The Proposal Form invites proposals on definite Plans and Specifications. Only the amounts and information asked for in the RFP will be considered as the Proposal. Each Proposer shall propose upon the work exactly as specified and as provided in this RFP.

### **GENERAL CONDITIONS**

#### **A. DEFINITIONS**

As used hereafter, the term "*Purchaser*" means Oregon Zoo and the term "Proposer" means the vendor selected to provide the specified system. "Representative" for the *Purchaser* shall be Northwest Information Services, Inc.

#### **B. THE WORK**

The work to be performed shall include the furnishing of all labor, materials, equipment and services necessary, or reasonably incidental to, the installation of telephone and voice mail systems and associated network hardware and software.

#### **C. CHANGE ORDERS, DRAWINGS AND SPECIFICATIONS**

The *Purchaser* shall furnish with reasonable promptness any required additional Instructions, by means of change orders, drawing, or otherwise, necessary for execution of the work. The work shall be performed to conform to the additional instructions. Charges for changes shall be in accordance with the pricing schedules for "Adds and Deletes" in the specifications, or in the event of changes not specifically scheduled, as agreed upon by the *Purchaser* and Proposer.

#### **D. OWNERSHIP OF DRAWINGS AND SPECIFICATIONS**

All drawings, specifications, and copies thereof furnished by the *Purchaser* are the property of the *Purchaser*. They are not to be used on other work, either wholly or in part.

#### **E. EMPLOYEE RELATIONS**

The Proposer shall be wholly responsible for all employee relations and the *Purchaser* shall not be liable in any way for delays or claims arising through such causes.

#### **F. EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of the contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin.

#### **G. PREVAILING RATE WAGE LAW**

This project is covered under the State of Oregon Prevailing Wage Rate (PRW) laws. A listing of applicable prevailing wage rates is attached. (Appendix A). The contractor is required to pay the Oregon Bureau of Labor and Industries (BOLI) a prevailing wage rate fee. The fee consists of a minimum of \$100 or one-tenth of one percent (.001) of the contract price. It is due to BOLI within 60 days of starting work on the project, or within 10 days of receiving the first progress payment, whichever is earlier.

#### **H. MINORITY, ESB AND WOMEN-OWNED BUSINESS PROGRAM**

In the event that any subcontracts are to be utilized in the performance of this agreement, the Bidder's attention is directed to Metro Code Section 2.04.100. Copies of that document are available from the Risk & Contracts Management Division, Metro Regional Center, 600 NE Grand Avenue, Portland, OR 97232 or by calling (503) 797-1816.

## I. LAWS AND ORDINANCES

All work and materials shall comply with all State of Oregon and Federal laws and tariffs, municipal ordinances, regulations, and directions of inspectors appointed by proper authorities having jurisdiction. In the event any of the conditions of these specifications violate the code for any applicable industry, then such code conditions shall prevail.

## J. PERMITS AND CERTIFICATES

The Oregon Zoo has a Facilities Permit Program (FPP) for electrical, construction and similar activities. In any case where permits are required outside of the FPP the Proposer shall obtain and pay for those necessary permits and licenses required and shall post all notices required by the law and comply with all laws, ordinances, and regulations bearing on the conduct of the work specified.

On any work upon which an inspection certificate by local authorities, National Board of Fire Underwriters, or any other governing body is required, such inspection certificate or certificates shall be obtained by the Proposer, and shall be paid for by him.

The Proposer shall procure all necessary certificates of acceptance or of completion required and issued by the state, municipal, or other authorities and deliver these to the *Purchaser*, and the *Purchaser* may withhold any payment which is due or which may become due to the Proposer until the necessary certificates are procured and delivered to the *Purchaser*.

## K. INSURANCE

### 1. Liability

The Proposer shall maintain, in insurance companies acceptable to the *Purchaser*, the equivalent of Comprehensive General Liability insurance, including manufacturers and Proposers and contingent liability coverage, with minimum limits of \$1,000,000 each person, \$1,000,000 each occurrence for Bodily Injury; and a minimum limit of \$1,000,000 for Property Damage Liability. The Proposer shall maintain "Broad Form Property Damage Liability Insurance."

### 2. Worker's Compensation

The Proposer shall maintain, in companies acceptable to the *Purchaser*, such Worker's Compensation insurance as will comply with all applicable statutes. The limit for Employer's Worker's Compensation Liability insurance shall not be less than \$100,000 for each accident.

### 3. Insurance Certificates

Insurance Certificates, or the original policies, shall be subject to approval of the *Purchaser* and shall be filed with the *Purchaser*. METRO, its elected officials, departments, employees, and agents shall be named as an ADDITIONAL INSURED. Notice of any material change or policy cancellation shall be provided to METRO thirty (30) days prior to the change

## L. HAZARD COMMUNICATION

The Contractor shall be required to strictly adhere to, coordinate with Metro and document full compliance with the policies and procedures of the Oregon Occupational Health and Safety Code, OAR Chapter 437, Division 155, Hazard Communication.

Therefore, the Contractor and all subcontractors and suppliers within his control shall notify Metro and all parties to the agreement as to:

- > Hazardous materials to which they may be exposed on site;
- > Employee measures to lessen the possibility of exposure;
- > All contractor measures to reduce the risk;
- > Procedures to follow if exposed.

The Contractor shall provide Metro with all Material Safety Data Sheets (MSDS) prior to delivery or introduction of the material on site.

For further information or clarification, contact the Metro Risk Management Division at 797-1615.

#### M. INDEMNIFICATION

Proposer shall indemnify and hold harmless (and, at *Purchaser's* request, defend) *Purchaser* and all other persons and organizations cooperating in the conduct of the organization known as *Purchaser* and each of their employees, representatives, agents, and partners (each of which persons and organizations are indemnities) from and against any and all claims, loss, damages, liabilities, costs, expenses or obligations whatsoever, for or in connection with injury (including death) or damage to any person or property, resulting from or in any way connected with Proposer's performance hereunder or any default by Proposer or breach of its obligations hereunder.

#### N. MATERIAL AND APPLIANCES

Unless otherwise stipulated, Proposer shall provide and pay for all materials, labor, tools, equipment, transportation, and other facilities necessary for the performance and completion of the work. Proposer shall verify present and planned conditions at the buildings, particularly door openings and passages, to avoid building any items too large for openings. Any pieces too bulky for existing or planned facilities shall be hoisted or otherwise handled with apparatus as required. All special handling equipment charges shall be paid by the Proposer.

#### SERVICES PROVIDED OR FURNISHED BY THE PURCHASER

- A. Temporary power and light required to facilitate the installation of equipment.
- B. Reasonable openings and storage space to permit scheduled delivery of equipment. Equipment will be delivered and stored at each respective installation site.
- C. Adequate Communications Room(s). The Purchaser will provide electrical outlets and other environmental requirements after agreement as to the requirements with Proposer. Proposer must provide detailed environmental requirements specifications to Purchaser for inclusion into the purchase contract. Room ready date will be as established by mutual agreements. **As part of the Proposer's proposal, a detailed electrical, space and installation requirements document must be provided for each communications closet where Proposer requires space for its proposed solution.** This plan must include enough detail to allow the Purchaser to assess the feasibility of installation of the Proposer's equipment.
- D. Proposer will be expected to examine space availability and provide a specific modifications list to the Purchaser. ***Proposers must contact Project Manager to schedule site walk-throughs needed to prepare proposals.***

#### ACCESS AND AUTHORITY

The work shall be available for inspection at any time by the *Purchaser* or its representatives. All materials and work not in conformity with the specifications shall be subject to rejection. All rejected work or materials shall be immediately replaced to conform to the specifications.

The *Purchaser's* representative shall have the right to order the work of the Proposer wholly or partially stopped, if, in their judgment, the materials furnished or the work being done is not in strict accordance with the provisions and specifications, or until any objectionable person or material is removed from the premises; and shall have the right to recommend to *Purchaser* that the contract be terminated for nonperformance when not being executed according to the intent and meaning of the contract, drawings and specifications. Such stoppage, suspension, or termination shall not in any way invalidate any terms of the contract, and no extra charge will be allowed the Proposer by reason of such stoppage or suspension.

If Proposer should fail to supply enough properly skilled workers or proper materials, or if he should fail to make prompt payment to subProposers or for the material or labor, or disregard laws or ordinances, or otherwise be guilty of a violation of any provision of this Contract, then *Purchaser* may, without prejudice to other right or remedy, upon written notice to Proposer, terminate the Contract and finish the work by whatever method *Purchaser* may deem expedient. If a dispute arises regarding termination of this Contract *Purchaser* shall not be liable for default in payment as provided in the Proposer's Sales and Installation Contract.

#### CUTTING AND FITTING

No cutting, notching, drilling or altering of any kind shall be done to the building by any Proposer without first obtaining permission from the *Purchaser*.

## **BUILDING REPAIRS**

Proposer shall be liable and responsible for any building repairs required by reason of this work and caused by negligence of its employees. Repairs of any kind required will be made and charged to the Proposer. Proposer shall take the necessary precautions to protect the building areas adjacent to its work.

## **CLEAR AWAY and EQUIPMENT REMOVAL**

Proposer shall conduct its work in such a manner as to minimize disruption of *Purchaser's* operations. Throughout the progress of the work, the Proposer shall keep the working areas free from debris of all types, and remove from the premises all rubbish resulting from any work being done by the Proposer. At the completion of its work, the Proposer shall leave the premises in a clean and finished condition and be responsible to remove the obsolete PBX and voice mail system as directed by the *Purchaser*.

## **SUPERVISION**

Proposer shall assign a competent Project Manager acceptable to *Purchaser* who will represent the Proposer during the installation of equipment or building modifications. This Project Manager will be on the project throughout its entirety. If the Project Manager is removed by the Proposer, the new Project Manager must be acceptable to the *Purchaser*.

## **SUBPROPOSERS**

The *Purchaser* requires that the Proposer provide direct warranty and non-warranty maintenance support without the use of subProposers. The names and addresses of all other proposed subProposers shall be furnished in writing to the *Purchaser*, and the selection of subProposers must be acceptable to *Purchaser*; and if in *Purchaser's* judgment there is any failure to perform the work in strict accordance with the specifications, the Proposer, after due notice from the *Purchaser*, shall discharge the subProposer, but this shall in no way release the Proposer from his/her obligations and responsibility under the contract.

Every subProposer shall be bound by the items and provisions of the contract documents as far as applicable to their work. Nothing contained herein shall create any contractual relation between any subProposer and the *Purchaser*.

Proposer shall be fully responsible to the *Purchaser* for the acts, errors and omissions of his subProposer(s). Insurance certificates from subProposer(s) shall be provided to *Purchaser* upon request.

## **SEPARATE CONTRACTS**

*Purchaser* reserves the right to let other contracts in connection with this work, such as outside cabling, inside wiring for telephones, computers, and active electronics. The Proposer shall afford these other Proposers reasonable opportunity for the introduction and execution of their work, and shall properly connect and coordinate its work with other Proposers as required.

## **PUBLICITY**

Any publicity giving reference to this project, whether in the form of press releases, brochures, photographic coverage, or verbal announcement, shall be only with specific written approval of the *Purchaser*.

## **TIME DELAY**

No exception to dates shall be allowed unless prior written approval is first obtained from the *Purchaser*. If at any time after the contract has been awarded the Proposer becomes aware of possible problems that could result in delaying the agreed upon schedule, the Proposer shall immediately notify *Purchaser* by telephone, with confirmation in writing giving the cause and probable length of the delay with Proposer's recommendation for alternative action to meet the agreed upon schedule. Failure to comply with the above procedures will be a basis for determining the Proposer negligent.

*Purchaser* may extend the completion date. This article does not exclude the recovery of damages for delay caused by the Proposer under provisions of the Contract documents.

The filing of the Notice of Completion and/or formal acceptance of the project by the *Purchaser* does not constitute an acceptance of defective workmanship and materials in the project.



## EQUIPMENT LAYOUT AND DESIGN

Proposer shall submit to the *Purchaser*, for approval, based upon a phased implementation schedule, and within 30 days prior to installation, details of all custom design pertinent to the Proposer's system. This submittal shall include, but not be limited to, the following:

- A. A detailed layout of the communications equipment rooms showing location of Proposer's equipment, required backboards, electrical outlets (including those for station equipment or other equipment not located in the telecom closet), power distribution panels and breakers, communications line connections, and environmental requirements (such as ventilation, and wall and floor finishes). This layout must be in the form of scaled floor and wall drawings in sufficient detail to allow the *Purchaser* to perform all necessary work without additional *Purchaser* design work.
- B. Anticipated wire and cable routing for each facility to be reviewed and approved by *Purchaser* prior to the commencement of cable placement.
- C. Detailed drawing of any internal modifications to any standard manufactured equipment and components used within the system.

## DISTRIBUTION WIRING DOCUMENTATION

Upon acceptance of system, the Proposer shall provide the *Purchaser* with reproducible plans and other documentation showing system equipment connections. Complete information concerning the final cable routing shall also be provided. Documentation must be presented in such a manner that the *Purchaser* can, without physically auditing units or cable runs, determine the configuration of the installed system. CAD drawings are a preferred documentation form.

## ACCEPTANCE CRITERIA

Prior to final acceptance, the Proposer shall perform complete system tests under the supervision of the *Purchaser* or his representative. The Proposer shall furnish all necessary test equipment and perform all work required to determine or modify the performance of the system. The work shall include, but not be limited to, the following:

- A. Test all functions at each unit and location.
- B. Adjust all equipment components for optimum quality operation.
- C. Provide *Purchaser's* personnel with complete instructions in proper operation of the system, by qualified representative of the Proposer, at a time suitable to the *Purchaser*.
- D. Provide the manufacturer's certification and Year 2000 compliance warranty for all proposed systems.
- E. Ensure that all trunking equipment is properly balanced with Network Services provided by the local telephone company for at least a period of 30 days from the date of cutover.
- F. Arrange for personnel from the local telephone company and toll carriers to be available to insure that all interfaces are correct on the carrier supplied test date(s). This will include arrangements for converting, from a listing provided by the *Purchaser*, the *Purchaser's* currently assigned phone numbers to DID numbers via CO trunk services planned for PSTN access.
- G. Provide the *Purchaser* with an executed "no additional cost" contract covering the complete maintenance of the system including parts and labor, for a period of a minimum of one year from date of final acceptance.
- H. Following complete installation, testing and certification, provide *Purchaser* a letter of completion signed by an authorized representative of Proposer.

See SECTION 6 – TESTING – TEST REPORTS for additional instructions.

## INSTALLATION PRACTICES

- A. In preparation for system cutover, Proposer must complete installation as specified in SECTION 8 - SCOPE OF PROJECT. Equipment shall be firmly held in place. Fastenings, supports, and hangers shall be adequate to support their loads and meet applicable seismic standards.

- B. There is only a limited amount of time the administration office may be out of communications during the installation period. Cutover must occur on a weekend beginning Friday at 5:00p.m. and ending not later than Monday, 6:00a.m. Special conversion time window must be defined within the conversion period for certain public safety related circuits.

**Note: Proposer's RFP response to include a cutover plan (as an attachment to this RFP response) outline and tentative schedule of the proposed system conversion / cut over. This plan will include:**

- In conformance with the RFP requirements, a list of Proposer vs. Purchaser responsibilities related to:
  - Modification of existing cabling infrastructure
  - Modification to existing network infrastructure
  - Operations and service protection
- System design changes related to the cabling infrastructure
- System design changes related to the existing network
- Any procurement requirements other than those met by the Proposer
- Proposer Project Manager name
- Proposer led coordination meetings
- Purchaser technical / administrative training
- Purchaser system user training
- Cutover schedule and process

- C. Care shall be exercised in wiring to avoid damage to wiring and equipment. Connections shall be made with approved mechanical connectors. All wiring and connectors shall be installed in strict adherence to standard communications installation practices and to federal, state or local applicable codes.
- D. The installation must conform to OSHA standards and comply with all local, City, County and State of Oregon safety codes.
- E. All station instruments shall be accurately detailed with mechanically printed station line and feature identification numbers. All stations shall have appropriate faceplates for system usage codes.
- F. Applicable fire codes will be strictly adhered to in regards to plenum ratings for cable and associated cable ties. Fire stopping will be the responsibility of Proposer in areas penetrated as a part of this project.
- G. All installed equipment must meet local requirements for seismic bracing.

## WARRANTIES

In entering into a contract with the Proposer, *Purchaser* is relying on Proposer's skill and judgment in selecting and providing the proper goods and any applicable services for *Purchaser's* particular use. Proposer warrants to *Purchaser* and its successors in interest that the goods and any services covered hereby will correspond with the description of the same in the proposal, will conform to all applicable specifications, will be new and of the best quality unless otherwise specified, will be fit for the purpose for which they are to be used and will conform in all respects both in the manufacture and use thereof with all applicable safety orders or regulations of city, county and state where the goods are to be used. Proposer also warrants that said goods are free and clear of all liens and encumbrances whatsoever, and that Proposer has a good and marketable title to same, and Proposer agrees to hold *Purchaser* and its successors in interest free and harmless against any and all claims to said goods.

Final payments shall not become due until the Proposer submits to the *Purchaser* the following:

- A. An affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work for which the *Purchaser* or his property might in any way be responsible, have been paid or otherwise satisfied.
- B. Consent of surety, if any, to final payment.

## PATENTS, TRADEMARKS AND COPYRIGHTS

If notified promptly in writing of any action brought against the *Purchaser* based on a claim that the equipment sold under this Sales and Installation Contract infringes a United States patent or trademark, Proposer will defend, or cause the manufacturer to defend, such action at its expense and will indemnify *Purchaser* against all costs and expenses incurred and damages awarded in any such action, provided that Proposer shall have sole control of the defense of any such action and all negotiations for its settlement or compromise. In the event that a final injunction shall be obtained against *Purchaser's* use of any equipment sold hereunder by reason of

infringement of a United States patent or trademark, Proposer, at its option and at its expense, either will procure for **Purchaser** the right to continue using the equipment, to modify the same so that it becomes non-infringing without loss of any functions, or grant **Purchaser** a credit for such equipment reasonably depreciated and accept its return.

Proposer shall not have any liability to **Purchaser** under any provision of this paragraph if any patent or trademark infringement, or claim thereof, is based upon the use of the equipment in combination with machines or devices not sold by Proposer, or in a manner for which the equipment was not designed. This paragraph states the entire liability of Proposer with respect to infringement of patents or trademarks by the equipment sold hereunder or any part thereof or by the use of such equipment.

## **PURCHASE PAYMENT SCHEDULE**

Proposer will be issued phased installation Purchase Order releases. The payment schedule will be net 30 days after the following events:

- A. Ninety percent (90%) of the total purchase price of each phase of the system upon the completion of the cutover of that phase of the system, based on the installation schedule, as preliminarily specified in SECTION 8 - SPECIFICATIONS, and in the purchase agreement with Proposer.
- B. Ten percent (10%) of the total purchase price for each phase of the system upon final acceptance by **Purchaser**. See SECTION 6 - TESTING - Final Acceptance of Equipment.
- C. Change Orders
  1. All change orders for **Purchaser** authorized additions, deletions, or changes made to the systems prior to cutover shall be paid according to A and B above based on installation date. In the case of a price reduction as a result of change orders, the Proposer will refund with the final invoice any prepaid amounts of the reduction in cash.
  2. Proposer will submit with final invoice, lien and tax release documentation. The Purchaser will not make final payment for each system without this documentation.

## SECTION 4- GENERAL REQUIREMENTS

GENERAL REQUIREMENTS contains information and requirements that apply to the work specified herein.

### WORK INCLUDED

This section covers the general work necessary to furnish and install the following:

- A. Voice switching systems specified for each site for the *Purchaser* and a centralized voice messaging system.
- B. Add alternatives requested by *Purchaser* in writing.
- C. Coordinated network changes with involved local exchange carriers

### SUBMITTALS DURING CONSTRUCTION

The Proposer shall submit to the *Purchaser* shop drawings indicating rack/bay face layout not less than 5 days (weekends and recognized holidays excluded) before the scheduled work begins. The Proposer will proceed with the installation only after approval from the *Purchaser*.

### TECHNICAL QUALIFICATIONS

**MANDATORY:** Three customer references and systems installed specifying those with equipment of similar size and version/release date of that proposed by Proposer in this RFP response: In the event subProposers are named in this project, like references are required for each subProposer.

- A.
  - 1) At least two installed and supported by Proposer's local organization.
  - 2) One or more may be an installation of Proposer's umbrella organization (distributor, parent company, etc.) or that the manufacturer has installed.

Provide the following information for each reference:

- 1. Reference Customer Organization Name
- 2. Date of initial installation
- 3. Company Name of installing Proposer
- 4. Description of voice system installed: Manufacturer, size (trunks, stations), if networked, how networked, associated peripherals.
- 5. Contact Name, address, phone number, E-mail, Fax number.
- 6. A brief synopsis of how this reference is comparable to the proposed system for this RFP.

Note: Failure to furnish three qualified references will disqualify Proposer's proposal.

- B. Submit a copy of any manufacturer's certification program(s) awarded to Proposer.

### SCOPE

A. All materials and equipment installed under this contract shall be new, unused, free of defects, and of current manufacture. In the case of used or upgraded equipment the proposer must state this on the proposal form "Voice System Pricing Summary" and "Voice Mail System Price" Equipment and materials will carry Underwriters Laboratory certification if required by local, state or national codes. Where the proposal calls for use of any components from the existing system the response forms and exceptions must clearly call out all instances where the system does not fully meet the requirements.

B. The Proposer shall conduct a site survey to ascertain the exact physical and electrical conditions in the equipment rooms, and to become familiar with the physical environment. Purchaser will provide space in the telecommunications closets for the installation of each voice switching system platform location.

C. A significant portion of the structured cabling infrastructure is or will be in place and labeled at both ends with closet, patch panel and port numbers for services. Proposer is responsible for conducting a site survey to determine the applicability of the *Purchaser's* existing, and/or scheduled construction, cabling infrastructure to the Proposer's proposed voice switching system technology. Proposer shall be responsible for grooming the cross connects at the MPOP to the assigned stations on existing house cable and include the cost of preparation in SECTION 13 – PRICE PROPOSAL FORM.

## CONTRACT DOCUMENTS

The contract documents, such as drawings, schedules and specifications are used to describe the required telecommunications systems. The drawings and schedules depict, in general, application-dependent data while the narrative/specifications, in general, define broader requirements, such as overall quality. Each type of document is described in more detail below.

### A. PHYSICAL LOCATION

The location of existing Equipment and Riser IDFs as well as the telecommunications outlets, where available as some sites will not yet be defined, will be provided during the vendor conference and scheduled site survey, where available and per design drawings as completed.

### B. SCHEDULES

Refer to SECTION 1 -- NOTICE TO PROPOSERS "Important Dates".

### C. SPECIFICATIONS

The Proposer shall follow all specifications herein. In case of conflict between drawings and specifications, the latter shall prevail unless authorized in writing by the *Purchaser*.

## QUALITY ASSURANCE

### A. REFERENCE STANDARDS

This section references the latest revisions of the following documents. In case of conflict between the requirements of this section and those of the listed documents, the more stringent shall prevail.

Reference	Title
ANSI/IEEE 802.3	CSMA/CD Access Method and Physical Layer Specifications
ANSI/IEEE 802.3i	Physical Layer Specifications for 10Mbps Transmission over Twisted Pair Cable
ANSI/TIA/EIA-568-A	Commercial Building Telecommunications Wiring Standard
EIA/TA 569	Commercial Building Standard for Telecommunications Pathways and Spaces
EIA RS-310-C	Racks, Panels, and Associated Equipment
UL 94	Tests for Flammability of Plastic Materials and Parts in Devices and Appliances
ANSI/ICEAS-80-576-1988	Communications Wire and Cable for Wiring of Premises
TIA/EIA-607	Commercial Building Grounding and Bonding Requirements for Telecommunications
UL1863	Standard for Communication Circuit Accessories (Wire and Jacks)
ANSI/ICEA S-83-596-1988	Standard for Fiber Optic Premises Distribution Cable
ANSI/EIA/TIA 492AAA (Ref. B1.18)	Detail Specification for 62.5mm Core Diameter / 125 mm Cladding Diameter Multimode Optical Fibers

## LAWS AND REGULATIONS

This section references the latest revisions of the following documents. In case of conflict between the requirements of this section and those listed documents, the requirements of the listed documents shall prevail.

Reference	Title
NEC (NFPA 70)	National Electrical Code
UBC	Uniform Building Code (State of Oregon edition)
UL	Underwriters Laboratories Inc.

Unless otherwise specified, electrical equipment and material shall be listed and labeled for the purpose for which it is used by Underwriters Laboratories (UL). This requirement may be waived only if a UL listing is not available for this type of product. Telecommunications cables are acceptable if UL approved.

## **SECTION 5 - EXECUTION**

### **GENERAL**

Manufacturer's installation instructions and requirements shall be strictly adhered to in the telecommunications equipment installation, fabrication and testing process. Where conflicts arise between the requirements of this specification and the manufacturer's installation instructions, the *Purchaser's* representative, Northwest Information Services, Inc. shall be consulted for resolution.

### **MAIN EQUIPMENT ROOM, INTERMEDIATE CLOSETS, HORIZONTAL CLOSETS**

Equipment shall be installed by the Proposer to satisfy the specific requirements of this contract. Proposer and Purchaser shall jointly compile the data concerning the stations to be wired from these equipment rooms. Before installing equipment, the Proposer shall perform a physical inspection of the state of each closet, in order to confirm backboard and rack placement.

### **TERMINATION AND INSTALLATION**

All termination and installation of equipment and software shall be performed by a technician who has either successfully completed the manufacturer's training course(s) for this type of work or has successfully completed such a training program offered by an authorized distributor of the equipment and software.

### **GROUNDING**

Grounding shall meet applicable NEC Articles 250 and 800 requirements and practices except where other authorities or codes may impose a more stringent requirement or practice. All racks and cable trays will be bonded to a known, code compliant source of ground with a #6 AWG "green" cable.

## SECTION 6 - TESTING

### GENERAL

The Proposer shall provide all tools and instruments used to test the installed telecommunications equipment and software. Test instruments used by the Proposer shall be suitable for the purpose at hand, and shall be of industry-recognized manufacture. Tools leased by the Proposer are acceptable, provided the operator of the test instrument(s) has a sufficient degree of operational awareness to use the rented instrument(s) correctly and obtain test data that is both accurate and relevant.

### VOICE SWITCHING SYSTEM EQUIPMENT

The Proposer shall undertake testing of all voice equipment, at each site, in accordance with specifications provided in SECTION 8 - SPECIFICATIONS.

### TEST REPORTS

The Proposer shall establish and provide test procedures for the installation and verification of compliance. All forms shall be neatly completed and legible when submitted and include: test performed, result, tester, and date and time of test. A representative test plan format is provided in ATTACHMENT 1- REPRESENTATIVE ACCEPTANCE SHEET.

### STANDARD OF PERFORMANCE AND FINAL ACCEPTANCE OF EQUIPMENT

Final acceptance of the system will be made after completion of the installation and after the vendor has demonstrated to the *Purchaser's* satisfaction that it has complied with all of the requirements of this RFP document, as well as the system having operated trouble free for 30 days at completion of the complete installation of the system.

The Proposer shall provide an acceptance test procedure to the *Purchaser* and perform complete system tests under the observation of the *Purchaser* or his representative. The Proposer shall furnish all necessary test equipment and perform all action required to determine or modify the performance of the system to meet specified functions.

## SECTION 7 GENERAL PROVISIONS

### DOCUMENTATION

The entire System Operations, Service and Software Manuals for the equipment as of the date of manufacture of the system, are included in this contract by reference. Proposer will provide an instruction sheet/booklet for each telephone, console, and voice messaging box installed plus an additional 50% extra copies.

### PRICES

- A. Proposer's proposed prices shall apply to the system installation (labor and materials) during the first 12 months from the date of execution of the contract resulting from this RFP.
- B. Proposer must provide pre-cutover and post-cutover prices for modular add on items (i.e. line cards, telephones, etc.) in the form provided with the "Price Proposal Form" in. Proposer price increases for modular add-on items purchased after 12 months from the date of execution of the contract shall not exceed the "U.S. Cities Average" annual rate of inflation, for that annual period, as calculated and reported by the Federal Reserve Bank.

### FCC REGISTRATION

All active electronics shall bear a FCC registration number and meet the specifications as listed with the FCC. Active electronics shall include, but not be limited to, telephones, call control platforms, voice processing telephone network interface cards, PBX/KTS switching matrix, common equipment cards, DSU/CSU equipment, and all other equipment connected to or supported by the telephone and voice messaging systems.

### ADA AND HEARING AID COMPATIBILITY

All equipment must comply with applicable Americans with Disabilities Act (ADA) requirements. In addition, all handsets must be certifiably compatible with hearing aids as outlined in FCC 92-217.

### SERVICE LEVEL AGREEMENT

Proposer and *Purchaser* will execute a Service Level Agreement (SLA) that establishes Proposer's responsibilities, performance metrics and cost penalties for non-performance. Elements of the SLA will include; a) Service order processing; b) Billing for components and services; c) Training; d) Maintenance Response times (MTTR). The following is a detailed review of required Maintenance Response elements of the SLA:

Standard Maintenance (non-emergency) must be available from 8 a.m. to 5 p.m. 5 days per week basis. Non-emergency response time shall be within one business day of the request for service.

Emergency response shall be as follows:

An emergency is defined as follows:

- A. An attendant position is incapable of answering or passing calls.
- B. A majority of any group of toll or central office trunks or system extensions is inoperative.
- C. A majority of lines or stations within the system or within any department are inoperative.
- D. Any other problem identified as an emergency by *Purchaser*.
- E. A substantial portion of the voice messaging system is inoperative - cannot answer or send messages.
- F. The automated attendant feature is substantially inoperative.

The Proposer's emergency response will be as follows:

- A. Appropriate technical personnel contacts *Purchaser* via telephone or messenger within 1 hour to indicate immediate commencement of problem resolution.
- B. Appropriate remote access to begin identification of system problem within 2 hours.
- C. Appropriate technical personnel on site with necessary tools to begin problem resolution within 4 hours.

### MAINTENANCE CONTRACTS AND SPARES

After the first year warranty period, the *Purchaser* desires the option of time and materials maintenance or maintenance contract on a year-to-year basis, depending on circumstances. Proposer's maintenance contract shall be included as a separate item and included as an attachment to SECTION 13 - PRICE PROPOSAL FORM.. Proposer is requested to provide pricing for maintenance contracts and labor rates in SECTION 13 - PRICE PROPOSAL FOARM - Maintenance Contract Labor - Add Alternative 3.



## SECTION 8 - SPECIFICATIONS

### GENERAL

Technical specifications are divided between MANDATORY and DESIRABLE capabilities of the proposed system(s). *Proposers* must demonstrate the ability to provide installation, maintenance and support of MANDATORY capabilities of their proposed solution. DESIRABLE features are those, which the *Purchaser* desires to consider for inclusion in the contract. *Proposers* must detail any costs of desirable capabilities proposed in SECTION 11 – SUMMARY OF PROPOSAL. *Proposer* must provide a positive statement of all exceptions to this RFP. If the *Proposer* can meet all the requirements and has no exceptions to any other requirement called for in this RFP they must so state.

### SWITCHING EQUIPMENT SPECIFICATIONS

*Purchaser* is interested in obtaining the best technology to serve its voice switching requirements. This RFP requires the *Proposer* to propose the technical solution they deem best suited to meet the requirements called out in this RFP.

*Proposer* shall submit for each configuration it proposes in SECTION 12 – BASE PROPOSAL – SYSTEM CONFIGURATIONS, SECTION 13 – PRICE PROPOSAL FORM.

### MANDATORY CAPABILITIES

Each mandatory capability is presented and explained with the *Proposer's* response in the proposal forms. SECTION 11 – SUMMARY OF PROPOSAL. Any additional description or clarification of *Proposer's* capability to satisfy these requirements must accompany the proposal forms responses. *Proposer* will provide exception detail to any of the requirements marked as "No" or "Partial".

### DESIRABLE CAPABILITIES

Each desirable capability is presented and explained with the *Proposer's* response in the proposal forms. SECTION 11 – SUMMARY OF PROPOSAL. Any additional description or clarification of *Proposer's* capability to satisfy these requirements must accompany the proposal forms responses.

### SITE AND CONSTRUCTION CONDITIONS

The *Proposer* or his/her authorized agent is to inspect the sites of the work required to meet the specification herein. The signing of his/her proposal by the *Proposer* is an acceptance of the conditions at the sites of the work currently available, and the *Proposer* will be held responsible for the completion of all of the necessary work in accordance with the Plans and Specifications. Not all facilities will have construction or remodeling completed at the time of *Proposer's* inspection. *Proposer* will be provided construction drawings and specifications for any applicable incomplete construction locations not available.

**SECTION 9 - SAMPLE MATERIAL LIST FORM**

Facility: \_\_\_\_\_ Equipment Type: \_\_\_\_\_

Equipment is: (check one)

New  \_\_\_\_\_  
 Used  \_\_\_\_\_  
 Uses components of the existing system  \_\_\_\_\_

Item	Manufacturer	Part Number	Required
Base System Cabinet			
Digital Line Card			
Analog Message Waiting Line Card			
Power Fail Transfer Unit			
Voice switching system Software			
CSU			
Other Components			

**NOTE:** A material list form is required listing all items proposed by Proposer. A detailed parts listing from a manufacturer's auto quote/auto configurator system is an acceptable and preferable alternative to the form above.

Material lists must be segmented and referenced to each cost item in SECTION 13 PRICE PROPOSAL FORM.

**SECTION 10 - PROPOSAL FORM:**

Submitted By;

Address

City, State, Zip

Contact Name

Contact Phone Number

Contact Fax Number

Contact E-mail Address

WEB Page if applicable

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- \_\_\_\_\_: A corporation organized and existing under the laws of the State of Oregon; or
- \_\_\_\_\_: A corporation organized and existing under the laws of the State of \_\_\_\_\_ and is/is not registered to do business in the State of Oregon as a foreign corporation; or
- \_\_\_\_\_: A corporation organized and existing under the laws of the State of \_\_\_\_\_; or
- \_\_\_\_\_: A partnership consisting of, \_\_\_\_\_, partners; or
- \_\_\_\_\_: A sole proprietor;

hereinafter called the Proposer.

"The undersigned acknowledges that he/she has received and familiarized himself/herself with the following":  
(Signature block is in SECTION 15 AUTHORIZED SIGNATURE AND CERTIFICATIONS Page 44.

Telephone Systems Upgrade RFP Package dated February 25, 2002

Agenda

Number: \_\_\_\_\_ Dated: \_\_\_\_\_

Number: \_\_\_\_\_ Dated: \_\_\_\_\_

Number: \_\_\_\_\_ Dated: \_\_\_\_\_

The undersigned acknowledge that they have familiarized themselves with this entire RFP and accept all provisions or have presented a listing of any exceptions accompanying this proposal.

The undersigned further acknowledge that they have visited the sites and familiarized themselves with current and anticipated local conditions affecting the cost of the work at the place where the work is to be performed. In submitting this proposal, the undersigned agrees:

To furnish all material, labor, tools, expendable supplies, and all utility and transportation services Necessary to perform and complete in a workmanlike manner, all of the Work required for complete Installation and completion as specified in and in accordance with the documents prepared by Northwest Information Services, Inc. for the consideration hereinafter set forth.

To hold said Proposal open for ninety (90) calendar days after the due date of the Request for Proposals.

To submit all qualifications and references as stated in this package.

To begin and complete work at the site selected by the Purchaser as set forth in SECTION 2 – PROJECT OVERVIEW – Scope of Project.

**SPARE PARTS**

The Proposer presently has and will continue to maintain an adequate supply of spare parts, either new or remanufactured, in a local Portland Oregon or immediate vicinity location. Said spare parts will be available and used as part of an ongoing maintenance program to remedy any failure in the proposed system during the expected life cycle of the system being proposed.

**STATEMENT OF UNDERSTANDING AND COMPLIANCE**

**Instructions: Proposers are to indicate in the second column their understanding and compliance with each of these items. Where the item calls for specific information such as 3.2 the answer may be inserted into this table under the question or requirement. If the proposer is not in compliance a detailed description of non-compliance must be included in the exceptions section of the response.**

Item	Page	Understand and Comply, Yes or No
SECTION 1 - NOTICE TO PROPOSERS	5	
PROPOSAL DOCUMENTS	5	
IMPORTANT DATES	5	
REJECTION OF PROPOSALS	5	
BOND REQUIREMENTS	6	
SECTION 2 - PROJECT OVERVIEW	7	
OVERVIEW AND BACKGROUND INFORMATION	7	
PURCHASER'S OBJECTIVES	7	
SCOPE OF PROJECT	8	
SECTION 3 - INSTRUCTIONS TO PROPOSERS	9	
INTRODUCTION	9	
GENERAL COMMENTS	9	
PROPOSAL PROCEDURES	9	
PROPOSAL SUBMISSION	9	
QUESTIONS AND ANSWERS	9	
PROPOSAL SECURITY	10	
PROPOSAL WITHDRAWALS	10	
EXCEPTIONS	10	
PROPOSAL OPENING	10	
PROPOSAL ACCEPTANCE	10	
EVALUATION CRITERIA	10	
CLARIFICATION OF RESPONSES	10	
PROPOSAL RESPONSE AND SIGNATURE	10	
VALID RESPONSE TIME	10	
COST OF BID	11	
WARRANTY	11	
COMPLETENESS OF RESPONSE	12	
CONTRACT NEGOTIATIONS	12	
CONTRACT DOCUMENTS	12	
ORDER OF PREFERENCE	12	
TERMS AND CONDITIONS	12	
AWARD OF CONTRACT	12	
ADDITIONAL PROVISIONS	12	
INTERPRETATION OF CONTRACT DOCUMENTS AND APPROVAL OF MATERIALS	12	
APPROVAL REQUIRED	13	
EXECUTION OF PROPOSAL FORMS	13	
GENERAL CONDITIONS	13	

SERVICES PROVIDED OR FURNISHED BY THE PURCHASER	15	
ACCESS AND AUTHORITY	15	
CUTTING AND FITTING	15	
BUILDING REPAIRS	16	
CLEAR AWAY	16	
SUPERVISION	16	
SUBPROPOSERS	16	
SEPARATE CONTRACTS	16	
PUBLICITY	16	
TIME DELAY	17	
EQUIPMENT LAYOUT AND DESIGN	17	
DISTRIBUTION WIRING DOCUMENTATION	17	
ACCEPTANCE CRITERIA	17	
INSTALLATION PRACTICES	17	
WARRANTIES	18	
PATENTS, TRADEMARKS AND COPYRIGHTS	18	
PURCHASE PAYMENT SCHEDULE	19	
SECTION 4- GENERAL REQUIREMENTS	20	
WORK INCLUDED	20	
SUBMITTALS DURING CONSTRUCTION	20	
TECHNICAL QUALIFICATIONS	20	
SCOPE	20	
CONTRACT DOCUMENTS	21	
QUALITY ASSURANCE	21	
LAWS AND REGULATIONS	21	
SECTION 5 - EXECUTION	22	
GENERAL	22	
MAIN EQUIPMENT ROOM, INTERMEDIATE CLOSETS, HORIZONTAL CLOSETS	22	
TERMINATION AND INSTALLATION	22	
GROUNDING	22	
SECTION 6 - TESTING	23	
GENERAL	23	
VOICE SWITCHING SYSTEM EQUIPMENT	23	
TEST REPORTS	23	
STANDARD OF PERFORMANCE AND FINAL ACCEPTANCE OF EQUIPMENT	23	
SECTION 7 GENERAL PROVISIONS	24	
DOCUMENTATION	24	
PRICES	24	
FCC REGISTRATION	24	
ADA AND HEARING AID COMPATIBILITY	24	
SERVICE LEVEL AGREEMENT	24	
MAINTENANCE CONTRACTS AND SPARES	24	
SECTION 8 - SPECIFICATIONS	25	
GENERAL	25	
SWITCHING EQUIPMENT SPECIFICATIONS	25	
MANDATORY CAPABILITIES	25	
DESIRABLE CAPABILITIES	25	
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SECTION 9 - SAMPLE MATERIAL LIST FORM	26	
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STATEMENT OF UNDERSTANDING AND COMPLIANCE	28	
EXCEPTIONS:	30	

**Exceptions:**

The *Proposer* will describe below in detail all exceptions that they may have to any or all conditions in this proposal. If the *Proposer* does not have any exceptions please so state in this section. All exceptions must refer to the section of the proposal where the exception is noted.

## SECTION 11 - SUMMARY OF PROPOSAL

### VOICE SYSTEM – SUMMARY OF PROPOSAL

*Proposer* is to use this segment of the Price Proposal Forms to present a voice switching system based on circuit switched voice technologies to satisfy the functional specifications and requirements of *Purchaser* as defined in this Request for Proposal.

**NOTE:** *Proposer* shall provide complete information on the recommended alternative configuration to the extent *Purchaser* can evaluate the proposal. Explain in detail why the proposal is for new equipment, used equipment, or an upgrade to the existing system. Explain why this proposal will best meet the requirements of the Oregon Zoo.

*Proposers* are to complete this form by inserting an answer that stipulates, "YES" for full compliance, "NO" for non-compliance and "PARTIAL" for near compliance where applicable. Clarification of each answer is invited and essential for "PARTIAL" answers. If the *Proposer* has an alternative solution that will satisfy the obvious intent of the *Purchaser*, a detailed explanation is invited. Use a separate page referencing the section and item number.

<b>Voice System Mandatory Capabilities</b>	<b>Yes/No/Partial</b>
1. The voice switching system shall be the manufacturer's most recent release at time of installation. If not the most current release provide exception details.	
2. Each voice switching system platform shall be equipped with MAT (Maintenance and Administration Terminal) software that will facilitate administration of the systems through the <i>Purchaser's</i> WAN. Additionally, <i>Purchaser</i> will be supplied with MAT software that can be installed on a <i>Purchaser</i> supplied PC for local direct access (dial up and LAN) to any <i>Proposer</i> supplied switching node. The <i>Purchaser's</i> system administrator may also access each remote voice switching system platform via the Ethernet LAN/WAN using the MAT software provided under this proposal.	
3. Remotely accessible via modem by authorized maintenance personnel. Access should be via a single analog CO circuit.	
4. Any station cable required of <i>Proposer</i> shall be in place prior to the installation of this system.	
5. Emergency elevators telephone either Viking 1600 series or equivalent must be provided for all elevators. Emergency call forward features to be implemented as part of the project.	
6. All voice switching systems must integrate with a centralized Voice Messaging system to the extent that the system will automatically set a visual message waiting indication on the subscriber's telephone set (at all networked sites) (or provide an audible signal if no visual message indicator is available on the telephone set), directly forward callers to voice mail boxes when a telephone extension is busy or not answered and enable caller transfer from the Voice Messaging system to any extension on the <i>Purchaser's</i> network.	
7. The proposed system shall support the flexibility to accommodate growth anticipated of 10% per year for five years.	
8. All end user customer training, to include the preparation of a training room, if required (i.e., extra wiring, set-up), to be included in the proposal. Training shall be provided at each facility or at a central location if requested by <i>Purchaser</i> .	
9. Basic system administration training for two personnel to be included in proposal. The level of training should include items like station relocation, class of service changes, changes to speed call list, pick up group changes, hunt group changes, Voice Mail administration and any other components installed under this proposal.	
10. It will be the responsibility of the <i>Proposer</i> to provide a detailed, written toll fraud prevention plan and certify that all aspects of the plan have been met with each system installation and via system network links.	
11. Provide information and pricing for manufacturer provided training in system administration and database programming. See SECTION 13 – PRICE PROPOSAL FORM - Voice system Manufacturer Provided Training – Add Alternative 4.	
12. Utilizing the <i>Purchaser's</i> WAN with Ethernet interface; the voice switching system platform shall be capable of integration with a call accounting system. The <i>Proposer</i> must define this functional capability. The <i>Proposer</i> is requested to propose such a call accounting system in SECTION 13 – PRICE PROPOSAL FORM – Voice system Manufacturer Provided raining – Add Alternative 2.	

**Voice System Mandatory Capabilities****Yes/No/Partial**

13. E 9-1-1 and 9-1-1 calls from any telephone within the proposed systems must be capable to identify the physical address of the calling station to the PSAP upon implementation of optional PSALI trunks and PSALI database update services. The Proposer shall optionally propose this capability. Purchaser will determine an implementation schedule for this service upon completion of all major phases. Voice services for positive CLID physical location, from each facility, to the PSAP during the phased implementation will be via autonomous Centrex lines. See SECTION 13 - PRICE PROPOSAL FORM - Voice system PSALI Support – Add Alternative 5.
14. The system shall offer virtual extension capability enabling an extension user to log onto any designated station terminal and that station will function with that logged on user's profile, including MWI and COS (class of service).
15. The system shall provide a call accounting system to enable the Oregon Zoo to monitor and charge back long distance calls.
16. The ability to access the overhead paging system (assumes voice switching system platform integration to an appropriately equipped paging system) from any telephone set attached to the PBX, but requiring the user dial a security code for access. Standard 600 ohm trunk port configured for dial access or equivalent.
17. A system capability that enables the system administrator to define and configure "virtual" TNs (Terminal Numbers) with no associated physical hardware. With this capability, the Purchaser can define Directory Numbers and Terminal Numbers without having the required telephone sets. The feature must support directing incoming calls to physical and or "virtual" TNs with "call forward" type programming capabilities. Proposer has provided a detailed explanation of the functionality of this capability as an attachment to this proposal.
18. Proposer will be responsible for coordination of voice services conversion processes with the serving Local Exchange Carrier during cutover. This will include validation of turn-up of all new facilities, re-routing of telephone numbers and post-cutover validation of the specified dial plan and call routing.
19. Proposer will be responsible for conducting a station review, documenting the station locations, verifying the station placement plan with the Purchaser prior to cutover of services.
20. Telephone sets shall be the most recent manufacturer's software release at time of installation. The exceptions section of the proposal must clearly provide details if any of the telephones are or have been previously been used.
21. Proposer will be responsible for placing and testing each telephone set and verifying it's proper functionality.
22. Proposer will be responsible for verifying analog station ports for facsimile, modems, etc. functionality.
23. The system shall provide DID (Direct Inward Dial) capabilities.
24. A methodology for managing calls in the event of a power failure exceeding the battery backup capacity.
25. Support for Centralized Attendant Services (CAS) and Network Attendant Services (NAS). Displays call processing status, directory and related information windows for call control and monitoring.
26. Attendant PC Workstation Optional Capability
27. All end user customer training, to include the installation of a training room, if required (i.e. extra wiring, set-up), to be included in the proposal.
28. Capability for a centralized attendant including a multi-key digital telephone set suitable for attendant functions.
29. Attended Transfer a call to another station with the ability to first announce the call.
30. Ability to enter Authorization Code for Class of Service to over ride calling restrictions set on an individual station.
31. Ability to transfer a call to another station without having to contact the other station.
32. Ability to dial a set of emergency numbers like 911 without having to dial an access code, and guarantee of outside access availability.
33. Voice Mail Message Waiting Display on Telephone Set



**Voice System Mandatory Capabilities****Yes/No/Partial**

34. Includes the facilities provisioning and costs in SECTION 13 – PRICE PROPOSAL FORM – Voice Mail System Price to equip the voice switching system platform with VMS (Voice Mail System) circuits.

37. Access codes for making long distance calls can be used from any phone at the Zoo.

38. The ability to switch to night service either on a prescheduled and automatic basis or a manual basis as the need arises.

39. Call to the Zoo security office will be routed to a "two way radio patch" during hours when the Zoo switchboard is closed.

**Voice System Desirable Capabilities****Yes/No/Partial**

1) On-line access to training materials, instruction guides and system feature descriptions.

2) A web based interactive training program that may be implemented on the *Purchaser's* web server which may be accessed by telephone users to learn or re-learn system applications, features or instructions on how to use the telephone system features including voice mail, automated attendant, telephone set feature keys, call forwarding, etc.

3) A networking capability enabling *Purchaser's* Clackamas "Condor Breeding" location users to make and receive calls within the *Purchaser's* Oregon Zoo local extensions and maintain existing voice mailboxes at the centralized voice mail system at Zoo PBX.

4) A program commonly referred to as "train the trainer" will be provided to train *Purchaser's* staff personnel who will be ongoing trainers of other *Purchaser* employees on the applications and use of the proposed system.

5) A wireless telephone set upgrade option. (Example – 900MHz or 2.4GHz)

6) The ability to receive a voice page (intercom call) over the telephone set speaker even if call receiving is restricted or disabled by the user having selected call forwarding.

7) Display telephone sets offer the capability to mask password digits dialed such as for voice mailbox access or long distance account codes.

8) The programmable ability to direct calls to a phone during a non-restricted schedule, but restrict calls during a pre-determined schedule of hours by forwarding them to voice mail.

9) Ethernet LAN interface for system administration and future CTI applications

10) Unanswered calls can be forwarded to voice mail, attendant, another extension or group, or to an outside number. Coverage conditions should be configurable differently for inside and outside calls.

11) Call Duration Indication

12) Call Forwarding, Calls can be simultaneously forwarded to another extension or outside number.

13) Call Hold

14) Call Hold Return, Notification of a call that has been left on hold for too long.

15) Call Park, Park a call to a common area so it can be retrieved from another phone station.

16) Call Restriction, Ability to define sets of numbers that stations will not have access to unless overridden by an authorization code.

17) Display telephone sets offer the capability to mask password digits dialed such as for voice mailbox access or long distance account codes.

18) Call Waiting, Indication of additional call events, and the ability to toggle between calls.

19) Caller ID

20) CTI Call Control and Information for PC Workstations, PC application for Windows 95/98/NT to provide call control and display directory information.

21) Distinctive Inside / Outside Ringing

22) Do Not Disturb, Calls will not ring and transfer immediately to voice mail or coverage.

23) Extensions List, visual display of all extensions on the system.

24) Group Call Pick up, Pick up an undetermined ringing station from another station.

25) Group Extensions and Ringing, Groups of stations can have the same extension number.

26) Individual Call Pick up, Pick up a specific ringing station from another station.

27) Multiple Call Handling, Ability for a single station to handle of 10 or more simultaneous calls.

28) Multiple Extension Assignments per Station

29) Optional Music on Hold

<b>Voice System Desirable Capabilities</b>	<b>Yes/No/Partial</b>
30) Mute	
31) Personal Telephone Directory	
32) Recent Callers List and Call back	
33) Redial	
34) Storage/ Memory of Conference Party Phone Numbers,	
35) Three or more Party Conferencing	
36) Transfer Indication, Indication of where incoming call has been transferred from	
37) Variable Ring Sound. Ability to distinguish between the sounds that the ring makes.	
38) Visual Indication of Parked Calls and Time on Park	
35. Redundancy of the central hub switching voice switching system platform) to meet at a minimum:	
a. Redundant CPU such that a single CPU failure will not cause a loss of calls or ability to establish calls.	
b. Power supplies such that no single power supply failure will cause total system failure; power supply failure should not impact more than a single shelf or module.	

<b>Voice Mail System Mandatory Capabilities</b>	<b>Yes/No/Partial</b>
1. Centralized System Initially equipped with 16 ports and sufficient storage to accommodate toe voice mail boxes described in the configuration.	
2. Expandable to meet the Zoo growth parameters.	
3. LAN/WAN based access for system administration. The Voice Mail system shall be equipped with Maintenance and Administration software that will facilitate administration of the systems through the <i>Purchaser's</i> WAN. Additionally, <i>Purchaser</i> will be supplied with software that can be installed on a <i>Purchaser</i> supplied PC for direct access to the Voice Mail system from any port on the <i>Purchaser's</i> LAN/WAN	
4. The VMS will automatically set a visual message waiting indication on the subscriber's telephone set (at the host system site and remote switch sites) or if the telephone set is not equipped with a visual indicator, then stutter dial tone must be provided to indicate to the user that a message is waiting.	
5. Station users may directly forward callers to voice mailboxes when a telephone extension is busy or not answered.	
6. Callers forwarded to the VMS will be able to press a DTMF key to escape to an operator or to the automated attendant for accessing another extension.	
7. Automatic Overnight Maintenance.	
8. Toll Fraud control capabilities. Proposer will explain plans available to enable the system administrator to manage toll fraud risks.	
9. Automated Attendant with at least the following capabilities:	
9.1. Single digit menu selection.	
9.2. Supports multiple automated attendants, accessible manually by dialing a mailbox number or automatically resulting from the voice switching system call routing routines.	
9.3. Automatic Time of Day, weekend, holiday scheduling of after hours call processing with separate greeting options for time scheduled call handling which will be automatically selected.	
9.4. DID addressable, multiple alternate automated attendant scenarios. For example a department in the Purchaser may create its own, unique and separate automated attendant scenarios by programming an Automated Attendant mailbox with its own menu choices such as transfer to another extension, mailbox or even a speed dial code	
9.5. Call screening option, assignable as a class of service feature.	
9.6. Single key or multi-key options. Programmable to enable callers to enter an extension or limit callers to only a single key choice from a menu.	
9.7. A capability for the system administrator to establish informational mailboxes with single digit exit options to other mailboxes or pre-designated extensions and/or the ability for the caller to access an automated attendant directory and dial a specific extension.	
9.8. Callers can bypass the mailbox holder's greeting by pressing a single DTMF key.	

<b>Voice Mail System Mandatory Capabilities</b>	<b>Yes/No/Partial</b>
10. Multiple directory groups, one for each department with Automated Attendant capabilities	
11. Backup and restore capabilities	
12. Future upgradability to Unified (Universal) Messaging	

13. The Proposer will assist **Purchaser** with the initial design and implementation of the voice mail system including recommended administration policies, automated attendants and announcement-only message boxes.

***Voice Mail System Desirable Capabilities***

***Yes/No/Partial***

1. High reliability/fault tolerance
2. Text-to-speech option
3. Off line database administration. (Proposer should describe ability of the system to import and export directory database for off-line creation update and administration.)
4. Future upgrade to a VPIM compliant platform
5. Integrated Fax Mailbox option
6. Multi-lingual mailbox option
7. Voice Recognition option.

***Extensions and Telephone Sets***

**Purchaser** will select telephone sets from the Proposer's proposed set types. Proposer shall include a detailed description, photographic representation and feature specification of each telephone set proposed in SECTION 11 – SUMMARY OF PROPOSAL.

Describe structured cabling specifications for deployment of digital telephone sets:

***Voice System Structured Cabling Requirements***

***Response***

1. Proposer's maximum distance limit from voice switching system platform
2. Proposer's proposed system is line powered, yes/no/other (if no or other, describe fully with attached document)
3. Proposer's minimum structured cabling required (specify i.e. - Cat 6, Cat 5e, Cat 5, Cat 3, 24 gauge, 22 gauge, other. If other describe with attached document)
4. Is home run to port on voice switching system required by Proposer? (Yes, no, other – if not yes, explain no or other on an attached document.)

***Implementation schedule.***

Proposers are requested to provide a schedule of implementation including physical installation of hardware, software programming, testing, training and cutover.

**SECTION 12 – BASE PROPOSAL -SYSTEM CONFIGURATIONS**

Provide and install voice switching systems, and any modifications or additions to the cable infrastructure, according to the physical configurations and capacities provided below

All installations will be based on *Purchaser* supplied wiring that will be either certified and tested Category 5e or existing inside wiring that currently supplies existing telephones. Proposer will cross-connect its voice switching system platform supply to *Purchaser* supplied 110/66 blocks.

<b>Oregon Zoo PBX Configuration</b>			
	<b>Equipped (2)</b>	<b>Wired (3)</b>	<b>Maximum (4)</b>
DS1 – Pt2Pt T1			
DID Trunks			
Ground Start Trunks			
Analog Station Ports Local Ext's			
Digital Station Ports			
Voice Mail System Ports			
Paging Interface Ports (See Note 1)			
Power Failure Transfer Port			
Attendant Consoles			

Note 1: Proposer to specify if the paging port interface is supported by a standard trunk port, it can be one of the Analog Trunks specified.

Note 2 - "Equipped" means the voice switching system platform is equipped to serve the quantity indicated at the time of cutover.

Note 3 - "Wired" means the voice switching system platform is wired to accept expansion via additional hardware and/or software to serve the total quantity indicated.

Note 4 - "Maximum" means the voice switching system platform is expandable to the quantity indicated without replacement of the primary cabinet or expansion cabinets but requires only expansion by the addition of hardware and/or software.

**SECTION 13 - PRICE PROPOSAL FORM**

**BASIC VOICE SWITCHING SYSTEM**

**NOTE:** Proposer shall provide complete information on the configuration to the extent *Purchaser* can evaluate the configuration proposed on SECTION 12 – BASE PROPOSAL – SYSTEM CONFIGURATIONS. SECTION 13 – PRICE PORPOSAL FORM and SECTION 13 – PRICE PROPOSAL FORM.

The Voice Switching Equipment is: (check one)

- New \_\_\_\_\_
- Used \_\_\_\_\_
- Uses components of the existing system \_\_\_\_\_

Complete the following price proposal forms for the base system configuration. Use additional sheets for explanations as needed.

Voice Switching System Price Summary	Base System (1)	Install & Programming (2)	Total (3)
<b>TOTALS</b>			

- 1) Base Price for Common Equipment includes all equipment for initial installation except telephone sets.
- 2) Installation, including all work to define system programming requirements, coordination and programming of coordinated dialing plan, training, maintenance, etc. Define the numbers of training and support hours available to the Zoo during the first year of operation.
- 3) Sum of Base System and Installation/Programming.

**Station Equipment and Expansion**

Price each type of telephone and/or hardware/software option for feature or port expansion available. Exact number of each type of telephone to be purchased will be determined at the time of contracting. This form is strictly to establish pricing for each item offered by the Proposer. Note: *Purchaser* has listed specific types of telephone sets but requires that Proposer present it's pricing for every "proprietary" telephone set it offers. Attach additional sheets for telephone sets offered, but not listed here.

<b>VOICE SYSTEM STATION EQUIPMENT, PORT EXPANSION</b>	<b>Quantity</b>	<b>Pre Install Price</b>	<b>Post Cutover Price<sup>1</sup></b>
Added extension number range	100 ext.		
Telephone Sets - Single Line – Analog	1		
Telephone Sets - Single Line – Digital	1		
Feature Phone with display, Hands-free and 9 or more feature keys	1		
Feature Phone with display, Hands-free and 16 or more feature keys.	1		
Feature Phone with display, Hands-free and 25 or more feature keys	1		
Key-based expansion module with 24 or more busy lamp field keys	1		
Attendant Console	1		
IP telephone Set. With display and Hands-free. Basic Set (Assumes availability of station cable.)	1		
IP telephone Set. With display and Hands-free. Advanced Features Set (Assumes availability of station cable.)	1		
Other IP Telephone (Soft Phone, etc)			
Other IP Telephone (Soft Phone, etc)			
Analog CO Trunk Cards (Each)	1		
DID Trunk Cards	1		
E&M Trunk Cards	1		
Station Cards			
Single line Analog (Each)			
#Stations	1		
Station Cards			
Single line Digital (Each)			
#Stations	1		
Digital Trunk Cards (DS-1)	1		
IP Telephone Station Card			
Note the number of IP station ports served from each common equipment card.	1 Ports =		
Loud Bell/Chime	1		
Phone/Headset – Wireless (Provides the ability to walk away from the desk phone while talking)	1		
Phone/Headset – wireless (Allows ability to make and receive calls from wireless unit)	1		
Headset – (Style 1)			
Noise Canceling - (Describe - Monaural, Binaural, over ear, over head, etc.	1		
Headset -(Style 2)			
Noise Canceling - (Describe - Monaural, Binaural, over ear, over head, etc.	1		

<sup>1</sup> Refer to SECTION 7 GENERAL PROVISIONS - PRICES for price guaranties for phased labor and materials implementation dates beyond 12 months from the execution date of the contract.

<b>VOICE SYSTEM STATION EQUIPMENT, PORT EXPANSION</b>	<b>Quantity</b>	<b>Pre Install Price</b>	<b>Post Cutover Price<sup>1</sup></b>
Headset -(Style 3) Noise Canceling - (Describe - Monaural, Binaural, over ear, over head, etc.)	1		
Cable run CAT5e	1		
Other	1		
Other	1		
Other	1		
Other	1		
Other	1		

<b>Remote Voice Switching System (Not Included in Price Quoted Above)</b>	<b>Quantity</b>	<b>Pre Install Price</b>	<b>Post Cutover Price</b>
Remote system at Clackamas Condor facility with 5 analog phones			

(Use Continuation Sheet if Necessary)

<b>Voice system Call Accounting System – Mandatory Alternative</b>	<b>Yes/No/Partial</b>
Proposers are invited to propose a centralized Call Accounting system including hardware and software, or software only when applicable, which will interface to a CDR (Call Detail Recording) interface of the proposed voice switching system platform. The Call Accounting system should be capable of capturing the extension where the call is made or received, the destination country.ac.npa.nxxx number, the trunk circuit used, the start/stop time of the call, call duration, call purpose, account number, department, division and group membership of the extension. The cost of the call should be rated from an on-board rate table of rates used by <i>Purchaser's</i> LD carrier. The system should be capable of printing reports, on demand, of traffic for various purposes such as phone bill verification, network optimization and personnel management. Capacity for storing six (6) months of off net calls.	
Capable to associate traffic to ANI and DNIS data.	
Freight	
Installation	
Total	

<b>Voice system Maintenance contract labor – Add Alternative 3</b>	<b>Quantity</b>	<b>Price</b>
Base Price 1 year maintenance contract after year one warranty period including parts (define year 2 through 5)	1	
Base Price of training and support (by hour) after year on warranty has elapsed	1	
Hourly labor rate for installation, maintenance and repair, M-F 8:00am to 5:00 pm. Standard Rate.	1	
Minimum billing for Standard Rate Service	1	
After hours emergency service hourly labor rate.	1	
(Attach Additional Sheets as necessary to explain variations)		

**Voice system Manufacturer Provided Training – Add Alternative 4**      **Quantity**      **Price**

Price per student for manufacturer provided training in system administration and database programming.

-----

Estimated Travel and Per Diem per student -----

**Voice system PSALI Support – Add Alternative 5**      **Quantity**      **Price**

Proposers are invited to propose a PSALI trunk support for E-9-1-1 services. Provide representative quantity of PSALI database records as the number of station ports served by all systems in the proposed network.

-----

Price per PSALI trunk, minimum of two, for the voice switching system platform.

-----

**Voice system IP Enabled – Add Alternative 6**      **Quantity**      **Price**

Provide a detailed textual description (Use product literature to supplement text description only) of how Proposer can support an IP Telephone configuration via the *Purchaser's* Ethernet LAN including sizing increments, capacity limitations, station cabling requirements, line speeds supported and training options.

**Voice system Trade In Allowances offered – Add Alternative 7**      **Quantity**      **Allowance**

-----	1	-----
-----	1	-----
-----	1	-----
-----	1	-----
-----	1	-----
-----	1	-----
-----	1	-----
-----	1	-----
-----	1	-----
-----	1	-----
-----	1	-----
-----	1	-----

Totals -----

**Voice system redundancy Add alternative 8**      **Quantity**      **Price**

Base price of redundant CPU

Base price of redundant power

Other required pricing (Explain)

Total price for redundancy -----

The Voice Mail Equipment is: (check one)

New

Used

Uses components of the existing system

**Voice Mail System Price –**      **Quantity**      **Price**

Base Price Common Equipment – 16 Voice Ports, Automated Attendant  
Includes all equipment for initial installation

-----

Software Licenses for number of voice mail boxes in specifications -----

Freight -----

Installation, Programming and Training -----

Total -----



<b>Voice Mail System redundancy Add alternative 9</b>	<b>Quantity</b>	<b>Price</b>
Base price of redundant CPU		
Base price of redundant power		
Other required pricing (Explain)		
Total price for redundancy		

<b>Voice Mail System Growth Price -</b>	<b>Quantity</b>	<b>Price</b>
Additional Ports		
Additional licenses for voice mail boxes		
Additional hours of storage		
Total		

**SECTION 14 - TECHNICAL QUALIFICATION**

Proposer: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

FAX: \_\_\_\_\_

To: **The Oregon Zoo**

Attn: RFP for VOICE SWITCHING SYSTEM

As requested in the project documents, the following information is being submitted to establish the technical qualifications of this Proposer and all named subProposers. Also included are itemized material lists, one per each facility, showing quantities, manufacturer, and part numbers for all major components utilized within our proposal. (A sample reference list is attached that may be modified to meet Proposer's proposed product set.) Modifications to these lists, if awarded the contract, shall be allowed only through written approval of the *Purchaser*.

This proposal includes an introductory proposal letter that explains Proposer's proposed solutions with Proposer's assertions as to why its proposal best suits the criteria established in this RFP.

**References and Qualifications**

Provide three mandatory references of similar scope (as defined in SECTION 4 – GENERAL REQUIREMENTS TECHNICAL QUALIFICATIONS).

Basic guidelines:

1. Provide a description of Proposer's organization including:
  - 1.1. Base location
    - ◆ Number of Qualified technicians (and their qualifications)
    - ◆ Number of 2nd tier engineers (and their qualifications)
    - ◆ Distance of base location from *Purchaser*.
2. Attach a copy of manufacturer's certification program(s) awarded to Proposer.
3. Attach the itemized material lists for each facility and each type of equipment.
4. Return this form with authorized signature acknowledging the above criteria.

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

## SECTION 15 AUTHORIZED SIGNATURE AND CERTIFICATIONS

The undersigned acknowledges that they have familiarized themselves with this entire RFP and accepts all provisions or has presented a listing of any exceptions accompanying this proposal response :

Telephone Systems Upgrade RFP Package dated February, 2002.

---

### Addenda

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Number: \_\_\_\_\_ Dated: \_\_\_\_\_

Number: \_\_\_\_\_ Dated: \_\_\_\_\_

Number: \_\_\_\_\_ Dated: \_\_\_\_\_

The undersigned proposes SubProposers as listed in a separate "Listing of SubProposers", submitted with this package.

In submitting this proposal, the undersigned agrees:

- 1) To hold said Proposal open for ninety (90) calendar days after the due date of the Request for Proposals.
- 2) To submit all qualifications and references as required in this RFP.
- 3) To furnish all material, labor, tools, expendable supplies, and all utility and transportation services necessary to perform and complete in a workmanlike manner, all of the Work required for complete installation and completion as specified in and in accordance with the documents prepared by Northwest Information Services, Inc., for the consideration hereinafter set forth.

The undersigned further acknowledges that they have visited the site(s) and familiarized themselves with current and anticipated local conditions affecting the cost of the work at the place where the work is to be performed.

In submitting this Proposal, it is understood that the right to reject any and all Proposals and to waive irregularities in the proposal process has been reserved by **Purchaser**. In addition, the **Purchaser** reserves the right to:

1. Award less than the total Proposal package on a site-by-site basis.
2. Award any combination of alternatives for individual site locations.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2001

\_\_\_\_\_  
Signature of Proposer

\_\_\_\_\_  
Printed Name of Proposer

\_\_\_\_\_  
Address of Proposer

\_\_\_\_\_  
Authorized Officer

\_\_\_\_\_  
Telephone, including Area Code

## Proposer's Checklist

- a) An executive summary letter that explains Proposer's proposed solutions with Proposer's assertions as to why its proposal best suits the criteria established in this RFP.
- b) All blanks filled in on Proposal Form
- c) THE PROPOSAL FORM IS SIGNED
- d) Addenda Acknowledged
- e) SubProposer List
- f) Materials List(s) Attached
- g) Proposer Qualification/References
- h) Proposer's detailed space and installation requirements document for each communications closet
- i) A written list of exceptions (if any) to the General Conditions
- j) Technical information describing the equipment proposed
- k) Proposer's preliminary implementation schedule per SECTION 11 – SUMMARY OF PROPOSAL Implementation schedule
- l) Documented proof that the Proposer is an "AUTHORIZED" distributor of the proposed product.
- m) Written certification that the Proposer currently employs factory-trained and certified engineers/technicians who will install and cut over the system(s) in accordance with the manufacturer's specifications.
- n) Written certification that the Proposer will locally maintain a sufficient level of inventory of new, original equipment or manufacturer re-certified spare parts and components that will enable the Proposer to provide on-going service for the *Purchaser's* system(s) according to the manufacturer's recommended level of performance.
- o) If the Proposer is not the manufacturer of the proposed system(s), the proposal shall include a copy of any document, which certifies that warranty, and maintenance support for the proposed system(s) shall be provided by the manufacturer of the system(s) in the event that the vendor or distributor fails to fulfill any contractual maintenance obligations.
- p) A positive statement that the proposer can either meet the entire requirement for a details list of any exceptions to the requirements and or description of any "No" or "Partial" answers called for in the system requirement forms.

**ATTACHMENT 1 - REPRESENTATIVE ACCEPTANCE SHEET**

[EXAMPLE]

<b>Client:</b>	
<b>Building #:</b>	
<b>Inspector Name:</b>	
<b>Date:</b>	
<b>Building Name:</b>	
<b>Technician Name:</b>	

Test Description	Pass/Fail	Technician	Date	Inspector	Date
Make a Test Call					
Test Attendant Console					
Test External Ringing					
Test Queue Warning Indicator					
Test Loudspeaker Paging					
Test Music on Hold					
Test Emergency Transfer					
Test Remote Site Tie Trunks					
Test 9-1-1					
Procedure – Dial Repeating Outgoing Tie Trunk					
Test Direct Inward Dialing					
Test Central Office (CO) Trunk					
Terminating Trunk Transmission Test					
Test Call Detail Recording					
Test Adjuncts					
Compare Administration and Wiring					
Test Administration Terminal					
Test Remote Administration					
Test Night Service					
Test CDR					
Test Voice Mail Administration					
Test Automated Attendant					
Test					
Test					
Test					

ATTACHMENT 2 – EVALUATION MATRIX

Date:

Re: Voice Switching System Request for Proposal

Reference	EVALUATION CRITERIA	POINTS	Proposal A	Proposal B	Proposal C
	<b>Mandatory Elements Satisfied</b>	Yes/No	Yes/No	Yes/No	Yes/No
	Proposal received by required date/time				
	Required original and number of copies received				
	Bid Bond				
	Materials List				
	Mandatory pre-proposal conference attendance				
	Site visit conducted				
	Hold Proposal Open 90 days				
	Addenda Acknowledged				
	Proposer Qualification/References				
	<b>Proposal Response Completeness</b> <input type="checkbox"/> Proposer's adherence to proposal instructions and requirements and Proposer's understanding of work to be performed. <input type="checkbox"/> An introductory proposal letter that explains Proposer's proposed solutions with Proposer's assertions as to why its proposal best suits the criteria established in this RFP.	10 points			
SECTION 14 PROPOSER QUALIFICATIONS SECTION	<b>References</b> <input type="checkbox"/> Management's ability to meet their commitments <input type="checkbox"/> Planning <input type="checkbox"/> Maintenance <input type="checkbox"/> Order processing <input type="checkbox"/> Status reports (keeping customer informed) <input type="checkbox"/> Accurate and timely billing <input type="checkbox"/> Expectations met or exceeded.	20 points			
SECTION 15	<b>Company</b> <input type="checkbox"/> Company's financial strength, stability and experience <input type="checkbox"/> Size, structure and resources	15 points			
SECTION 7 MAINTENANCE SECTION 14 PROPOSER QUALIFICATIONS	<b>Technical Operations Organization</b> <input type="checkbox"/> Qualified, manufacturer-certified technicians and engineers <input type="checkbox"/> Management and technician experience including installation, training and maintenance of systems and projects of comparable size and complexity <input type="checkbox"/> Second tier technical support availability <input type="checkbox"/> Location and numbers of qualified technicians	30 points			
SECTION 5 EXECUTION AND 6 TESTING	<b>Technical Standards</b> <input type="checkbox"/> Recognition and application of technical standards (i.e. EIA/TIA)	10 points			

SECTION 11 SUMMARY OF PROPOSAL	<b>Base voice Switching System Mandatory Capabilities</b> Proposer's satisfaction of Mandatory Capabilities for voice switching system platform.	30 points			
SECTION 11 SUMMARY OF PROPOSAL	<b>Voice Messaging System – Mandatory Capabilities</b> Proposer's satisfaction of Mandatory Capabilities for Voice Messaging	20 points			
SECTION 8 SPECIFICATIONS	<b>Desirable Capabilities</b> <input type="checkbox"/> QSIG <input type="checkbox"/> On-line (Internet) access to training materials, etc. <input type="checkbox"/> WEB based interactive training <input type="checkbox"/> Train the trainer	15 points			
SECTION 13 PRICE PROPOSAL FORM	<b>Price</b> <input type="checkbox"/> Systems and parts	40 points			
SECTION 13 PRICE PROPOSAL FORM	<b>Total Life Cycle Costs, Including Equipment and Services</b> <input type="checkbox"/> Delivery, installation and integration <input type="checkbox"/> Maintenance (cost factors) <input type="checkbox"/> Station equipment, Port expansion	40 points			
SECTION 13 PRICE PROPOSAL FORM	<b>Add Alternative Support and Pricing</b> <input type="checkbox"/> Completeness and sufficiency of response to Add Alternatives requested	10 points			
SECTION 13 PRICE PROPOSAL FORM	<b>Pricing Methodology</b> <input type="checkbox"/> Understandable and logical, can be audited	10 points			
	<b>TOTAL POINTS</b>	<b>250 points</b>			

ATTACHMENT 3 – Cable Plant Analysis

OREGON ZOO Chronic station technical review								
Date:				Completed by:				
Ext	location	(1) Station call through (comments)	(2) "Class A" inspection	(3) Loop resistance (ohms)	(4) 1000 hz loss (db)	(5) Short freq run (db) **	(6) Steady noise (dbrnco) **	Remarks
231	Hospital	ok	ok	98.1	1.8	n/a	n/a	
232	Cascade Crest	ok	ok	73.1	0.6	n/a	n/a	
236	Education	ok	ok	77.0	0.8	n/a	n/a	
271	Africafe	ok	ok	95.4	0.8	n/a	n/a	
276	Elephants	ok	ok	129.6	1.4	n/a	n/a	
285	Birds O'Prey	ok	ok	154.3	1.6	n/a	n/a	
292	Africafe							could not locate; abandon search per Randy
302	Africafe	ok	ok	92.6	1.4	n/a	n/a	
348	Cascade Grill	ok	ok	74.1	1.0	n/a	n/a	
390	Cascade Grill	ok	ok	75.9	0.6	n/a	n/a	
468	Kiosk	ok	ok	22.9	0.2	n/a	n/a	
488	Elk Barn	ok	ok	103.1	1.1	n/a	n/a	
494	Africafe	ok	ok	94.9	1.0	n/a	n/a	
671	Old Admin Bldg	ok	ok	21.5	0.5	n/a	n/a	
713	Birds O'Prey	ok	ok	161.4	1.3	n/a	n/a	
722	Fm	ok	ok	30.4	0.4	n/a	n/a	
725	Snow Shed	ok	ok	131.8	1.9	n/a	n/a	
765	Animal Mgmt	ok	ok	95.4	1.2	n/a	n/a	
** Only complete the steady noise (5) and freq run (6) test in the event that tests 1,2,3 &4 are found significantly abnormal.								



**ATTACHMENT 4 – BID BOND**

BOND NO. \_\_\_\_\_

AMOUNT: \$ \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_  
hereinafter called the PRINCIPAL, and \_\_\_\_\_

\_\_\_\_\_ a corporation duly organized under the laws of the State of \_\_\_\_\_ having its principal place of business at \_\_\_\_\_ in the state of \_\_\_\_\_, and authorized to do business in the state of Oregon, as SURETY, are held and firmly bound unto \_\_\_\_\_ hereinafter called the OBLIGEE, in the penal sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS PRINCIPAL IS SUCH THAT:

WHEREAS the PRINCIPAL is herewith submitting a BID FOR \_\_\_\_\_ said Bid, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE, if the Bid submitted by the PRINCIPAL is accepted, and the Contract awarded to the PRINCIPAL, and if the PRINCIPAL shall execute the proposed Contract and shall furnish any bond(s) required by the Contract Documents within the time fixed by the Documents, then this obligation shall be void; if the PRINCIPAL shall fail to execute the proposed Contract and furnish the bond(s), the SURETY hereby agrees to pay to the OBLIGEE the penal sum as liquidated damages, within ten (10) days of such failure.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
PRINCIPAL

By: \_\_\_\_\_

By: \_\_\_\_\_

Attorney-in-Fact

## ATTACHMENT 5 - NOTICE TO ALL BIDDERS

The public contract included herein is a standard agreement approved for use by Metro's General Counsel. This is the contract the successful bidder will enter into with Metro; it is included for your review prior to submitting a bid.

### SAMPLE - STANDARD PUBLIC CONTRACT

CONTRACT NO. \_\_\_\_\_

#### PUBLIC CONTRACT

THIS Contract is entered into between Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, whose address is 600 NE Grand Avenue, Portland, Oregon 97232-2736, and \_\_\_\_\_, whose address is \_\_\_\_\_, hereinafter referred to as the "CONTRACTOR."

THE PARTIES AGREE AS FOLLOWS:

#### ARTICLE I SCOPE OF WORK

CONTRACTOR shall perform the work and/or deliver to METRO the goods described in the Scope of Work attached hereto as Attachment A. All services and goods shall be of good quality and, otherwise, in accordance with the Scope of Work.

#### ARTICLE II TERM OF CONTRACT

The term of this Contract shall be for the period commencing \_\_\_\_\_, 20\_\_\_\_, through and including \_\_\_\_\_, 20\_\_\_\_.

#### ARTICLE III CONTRACT SUM AND TERMS OF PAYMENT

METRO shall compensate the CONTRACTOR for work performed and/or goods supplied as described in the Scope of Work. METRO shall not be responsible for payment of any materials, expenses or costs other than those which are specifically included in the Scope of Work.

#### ARTICLE IV LIABILITY AND INDEMNITY

CONTRACTOR is an independent contractor and assumes full responsibility for the content of its work and performance of CONTRACTOR'S labor, and assumes full responsibility for all liability for bodily injury or physical damage to person or property arising out of or related to this Contract, and shall indemnify, defend and hold harmless METRO, its agents and employees, from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Contract. CONTRACTOR is solely responsible for paying CONTRACTOR'S subcontractors and nothing contained herein shall create or be construed to create any contractual relationship between any subcontractor(s) and METRO.

#### ARTICLE V TERMINATION

METRO may terminate this Contract upon giving CONTRACTOR seven (7) days written notice. In the event of termination, CONTRACTOR shall be entitled to payment for work performed to the date of termination. METRO shall not be liable for indirect or consequential damages. Termination by METRO will not waive any claim or remedies it may have against CONTRACTOR.

## ARTICLE VI INSURANCE

CONTRACTOR shall purchase and maintain at CONTRACTOR'S expense, the following types of insurance covering the CONTRACTOR, its employees and agents.

A. Broad form comprehensive general liability insurance covering personal injury, property damage, and bodily injury with automatic coverage for premises and operation and product liability. The policy must be endorsed with contractual liability coverage.

B. Automobile bodily injury and property damage liability insurance. Insurance coverage shall be a minimum of \$1,000,000 per occurrence. METRO, its elected officials, departments, employees, and agents shall be named as an ADDITIONAL INSURED. Notice of any material change or policy cancellation shall be provided to METRO thirty (30) days prior to the change.

This insurance as well as all workers' compensation coverage for compliance with ORS 656.017 must cover CONTRACTOR'S operations under this Contract, whether such operations be by CONTRACTOR or by any subcontractor or anyone directly or indirectly employed by either of them.

CONTRACTOR shall provide METRO with a certificate of insurance complying with this article and naming METRO as an additional insured within fifteen (15) days of execution of this Contract or twenty-four (24) hours before services under this Contract commence, whichever date is earlier.

CONTRACTOR shall not be required to provide the liability insurance described in this Article only if an express exclusion relieving CONTRACTOR of this requirement is contained in the Scope of Work.

## ARTICLE VII PUBLIC CONTRACTS

All applicable provisions of ORS chapters 187 and 279, and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if such provision were a part of this Agreement, including, but not limited to, ORS 279.310 to 279.320. Specifically, it is a condition of this contract that Contractor and all employers working under this Agreement are subject employers that will comply with ORS 656.017 as required by 1989 Oregon Laws, Chapter 684.

For public work subject to ORS 279.348 to 279.365, the Contractor shall pay prevailing wages and shall pay an administrative fee to the Bureau of Labor and Industries pursuant to the administrative rules established by the Commissioner of Labor and Industries. Contractors must promptly pay, as due, all persons supplying to such contractor labor or material used in this contract. If the contractor or first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the public contracting agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus shall pay interest in accordance with ORS 279.314. If the contractor or first-tier subcontractor fails, neglects, or refuses to make payment the person may file a complaint with the Construction Contractors Board unless to a good faith dispute as defined by ORS 297.445. Contractor must pay any and all contributions and amounts due to the Industrial Accident Fund from contractor or subcontractor and incurred in the performance of the contract. No liens or claims are permitted to be filed against Metro on account of any labor or material furnished. Contractors are required to pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

For public improvement work all contractors must demonstrate that an employee drug-testing program is in place.

## ARTICLE VIII ATTORNEY'S FEES

In the event of any litigation concerning this Contract, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to any appellate courts.

**ARTICLE IX  
QUALITY OF GOODS AND SERVICES**

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. All workers and subcontractors shall be skilled in their trades. CONTRACTOR guarantees all work against defects in material or workmanship for a period of one (1) year from the date of acceptance or final payment by METRO, whichever is later. All guarantees and warranties of goods furnished to CONTRACTOR or subcontractors by any manufacturer or supplier shall be deemed to run to the benefit of METRO.

**ARTICLE X  
OWNERSHIP OF DOCUMENTS**

All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by CONTRACTOR pursuant to this agreement are the property of METRO and it is agreed by the parties hereto that such documents are works made for hire. CONTRACTOR does hereby convey, transfer and grant to METRO all rights of reproduction and the copyright to all such documents.

**ARTICLE XI  
SUBCONTRACTORS**

CONTRACTOR shall contact METRO prior to negotiating any subcontracts and CONTRACTOR shall obtain approval from METRO before entering into any subcontracts for the performance of any of the services and/or supply of any of the goods covered by this Contract.

METRO reserves the right to reasonably reject any subcontractor or supplier and no increase in the CONTRACTOR'S compensation shall result thereby. All subcontracts related to this Contract shall include the terms and conditions of this agreement. CONTRACTOR shall be fully responsible for all of its subcontractors as provided in Article IV.

**ARTICLE XII  
RIGHT TO WITHHOLD PAYMENTS**

METRO shall have the right to withhold from payments due 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.

If a liquidated damages provision is contained in the Scope of Work and if CONTRACTOR has, in METRO's opinion, violated that provision, METRO shall have the right to withhold from payments due CONTRACTOR such sums as shall satisfy that provision. All sums withheld by METRO under this Article shall become the property of METRO and CONTRACTOR shall have no right to such sums to the extent that CONTRACTOR has breached this Contract.

**ARTICLE XIII  
SAFETY**

If services of any nature are to be performed pursuant to this agreement, CONTRACTOR shall take all necessary precautions for the safety of employees and others in the vicinity of the services being performed and shall comply with all applicable provisions of federal, state and local safety laws and building codes, including the acquisition of any required permits.

**ARTICLE XIV  
INTEGRATION OF CONTRACT DOCUMENTS**

All of the provisions of any bidding documents including, but not limited to, the Advertisement for Bids, General and Special Instructions to Bidders, Proposal, Scope of Work, and Specifications which were utilized in conjunction with the bidding of this Contract are hereby expressly incorporated by reference. Otherwise, this Contract represents the entire and integrated agreement between METRO and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both METRO and CONTRACTOR. The law of the state of Oregon shall govern the construction and interpretation of this Contract.

**ARTICLE XV  
COMPLIANCE**

**CONTRACTOR shall comply with federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, non-discrimination, safety and health, environmental protection, waste reduction and recycling, fire protection, permits, fees and similar subjects.**

**ARTICLE XVI  
ASSIGNMENT**

**CONTRACTOR shall not assign any rights or obligations under or arising from this Contract without prior written consent from METRO.**

**CONTRACTOR NAME**

**METRO**

By \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**ATTACHMENT 6 - PERFORMANCE BOND**

**(NOTE: CONTRACTORS MUST USE THIS FORM, NOT A SURETY COMPANY FORM)**

KNOW BY ALL MEN BY THESE PRESENTS:

We the undersigned \_\_\_\_\_  
as PRINCIPAL (hereinafter called CONTRACTOR), and \_\_\_\_\_  
\_\_\_\_\_ a corporation organized and existing under and by virtue of the laws of  
the state of \_\_\_\_\_ duly authorized to do surety business in the  
state of Oregon and named on the current list of approved surety companies acceptable  
on federal bonds and conforming with the underwriting limitations as published in the  
Federal Register by the audit staff of the Bureau of Accounts and the U.S. Treasury  
Department and is of the appropriate class for the bond amount as determined by Best's  
Rating System, as SURETY, hereby hold and firmly bind ourselves, our heirs,  
executors, administrators, successors and assigns, jointly and severally, to pay to  
METRO as OBLIGEE (hereinafter called METRO), the amount of \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful money of the  
United States of America.

WHEREAS, the CONTRACTOR entered into a contract with METRO dated  
\_\_\_\_\_, 20\_\_\_\_, which Contract is hereunto annexed and made a part  
hereof, for accomplishment of the project described as follows: \_\_\_\_\_  
\_\_\_\_\_.

NOW, THEREFORE, the condition of this obligation is such that if the  
CONTRACTOR shall promptly, truly and faithfully perform all the undertakings,  
covenants, terms, conditions, and agreements of the aforesaid \_\_\_\_\_  
\_\_\_\_\_, METRO having performed its obligations thereunder,  
then this obligation shall be null and void; otherwise it shall remain in full force and  
effect.

Whenever CONTRACTOR shall be declared by METRO to be in default under  
the Contract Documents for the project described herein, the SURETY may promptly  
remedy the default, or shall promptly complete the \_\_\_\_\_ in  
accordance with the Contract Documents and the project Specifications. SURETY, for  
value received, further stipulates and agrees that all changes, extensions of time,  
alterations, or additions to the terms of the Contract or Specifications for \_\_\_\_\_  
\_\_\_\_\_ are within the scope of the SURETY's undertaking on this  
bond, and SURETY hereby waives notice of any such change, extension of time,  
alteration or addition to the terms of the \_\_\_\_\_ or to the Work or to the  
Specifications. Any such change, extension of time, alteration or addition to the terms  
of the \_\_\_\_\_ or to the Work or to the Specifications shall automatically  
increase the obligation of the Surety hereunder in a like amount, provided that such  
increase shall not exceed twenty-five percent (25%) of the original amount of the  
obligation without the consent of the Surety.

This obligation shall continue to bind the PRINCIPAL and SURETY,  
notwithstanding successive payments made hereunder, until the full amount of the  
obligation is exhausted.

No right of action shall accrue on this bond to or for the use of any person or corporation other than METRO or its heirs, executors, administrators, successors or assigns.

If more than one SURETY is on this bond, each SURETY hereby agrees that it is jointly and severally liable for obligations on this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
SURETY

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City State ZIP

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
CONTRACTOR

By: \_\_\_\_\_

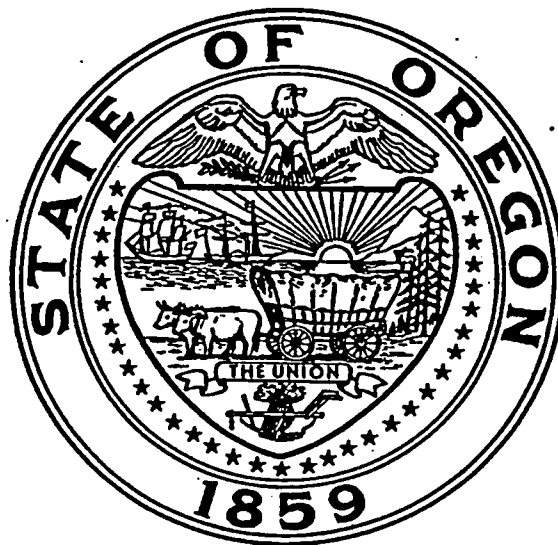
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**PREVAILING WAGE RATES**  
**for**  
**Public Works Contracts in Oregon**



**OREGON BUREAU OF LABOR AND INDUSTRIES**

**Jack Roberts**  
**Commissioner**  
**Bureau of Labor and Industries**

**Effective: January 1, 2002**



January 1, 2002

Under Oregon law, the Commissioner of the Bureau of Labor and Industries publishes the state's prevailing wage rates twice annually, in January and July, with quarterly updates in April and October. The rates are determined using a statewide construction industry wage survey of occupations and crafts performing commercial, heavy and highway construction in 14 specific geographic regions of the state. The 2001 survey collected over 900,000 hours of construction employment wage information for 77 craft occupations, reported by contractors for a peak week of employment between June 24 and August 18, 2001.

Prevailing wage rates are the minimum wages that must be paid to all workers employed in the construction, reconstruction, major renovation or painting of all public works, unless specifically exempted by state law. Copies of these rates must be incorporated into all bid specifications when the advertisement for such public works contracts is issued. A provision that prevailing wage rates must be paid must also appear in the contract. The rates in effect at the time the bid specifications are first advertised are those that apply for the duration of the project, with one exception: If, during the bidding process, the prevailing wage rates change, the public contracting agency has the option of amending the bid specifications to reflect such changes.

If you identify any errors in the rates published, please bring them to the attention of the Prevailing Wage Rate Coordinator in Portland at (503) 731-4709. If you have any questions about the manner in which the prevailing wage rates are enforced, contact the Wage and Hour Division in Portland at (503) 731-4074, or any of the bureau's field offices.



JACK ROBERTS  
Commissioner  
Bureau of Labor & Industries

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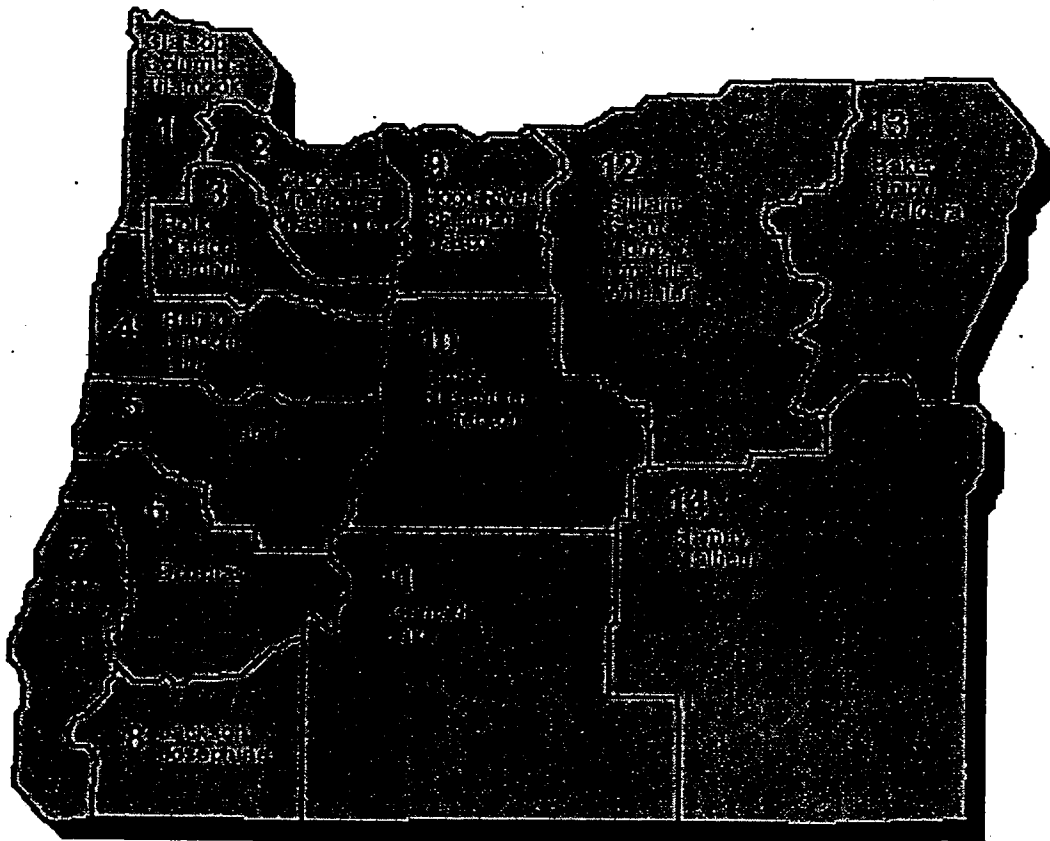
The Appendix section is to be used only for regions/trades specified in pages 14 through 41. Refer to pages 14 through 41 before using rates in the Appendix section.

A list of debarred contractors and all forms necessary to comply with ORS 279.348 through ORS 279.375 may be found in the back of this booklet.

Contractors are encouraged to use and keep on file the forms provided as master copies for use on future prevailing wage rate projects.

# Wage and Hour: Prevailing Wage

## PREVAILING WAGE RATE REGIONAL MAP, January 1, 2002



## DEFINITIONS OF COVERED OCCUPATIONS

### 1. Asbestos Workers/Insulators

Install insulation on mechanical systems for thermal and acoustical purposes. Also install fire stop penetrations on electrical and mechanical systems.

Mechanical systems include pipes, boilers, ducts, flues, breaching, grease ducts and acid ducts. This also includes all labor connected with the handling and distribution of materials for these systems.

*NOTE: See also #16 - Hazardous Material Handlers*

### 2. Boilermakers

Construct, assemble, maintain and renovate stationary steam boilers and boiler house auxiliaries. Align structures or plate sections to assemble boiler frame tanks or vats, following blueprints. Work involves use of hand and power tools, plumb bobs, levels, wedges, dogs or tumbuckles. Assist in testing assembled vessels. Direct cleaning of boilers and boiler furnaces. Inspect and reconstruct boiler fittings, such as safety valves, regulators, automatic-control mechanisms, water columns, and auxiliary machines.

### 3. Bricklayers/Stonemasons

#### Bricklayers

Lay building materials, such as brick, structural tile, concrete, cinder, glass, gypsum and terra cotta block (except stone), to construct or renovate walls, partitions, arches, sewers, and other structures. Include Refractory Brickmasons when working on site of construction.

#### Stonemasons

Build stone structures, such as piers, walls, and abutments. Lay walks, curbstones, or special types of masonry for vats, tanks and floors.

### 4. Carpenters

Construct, erect, install and renovate structures, fixtures and equipment of wood, plywood and wallboard using carpentry tools and woodworking machines.

#### Carpenters, 1

Includes Auto Nailing Machine Operators, Form Strippers, Floor Layers, Stationary Power Saw Operators. Includes installation of furniture systems by attaching furniture to floor or walls. Includes Framers. Also includes scaffold erection if 14 feet or over, unless erecting for Masons or Plasterers.

*NOTE: See also #36 - Tenders to Masons and #37 - Tenders to Plasterers*

#### Carpenters, 2

Includes Cabinet and Shelving Installers, Floor Finishers, Wall & Ceiling Insulators, and Irritating Insulation. Includes Finishers.

#### Drywall/Acoustical Carpenters

Includes Ceiling Tile Installers and Acoustical Carpenters (excludes carpet, wood or hard tile installers). Drywall Installers apply plasterboard or other wallboard to ceilings and interior walls.

## DEFINITIONS OF COVERED OCCUPATIONS

### Carpenters (Continued)

#### Marine Carpenters

Includes Bridge, Dock and Wharf Builders, Piledrivermen, Boom Men, and Marine Piledrivers.

#### 5. Cement Masons

Apply cement, sand, pigment or marble chips to floors, stairways and cabinet fixtures to finish and attain durable and decorative surfaces, according to specifications and drawings. Finish surfaces to remove imperfections from freshly poured concrete walls, roads, walkways and ornamental stone facings of concrete structural products. Include Concrete Rubbers.

Cement Mason includes finishing, hand chipping, patching, grouting, end pointing, screed setting, plugging, filling bolt holes, dry packing, setting curb forms, planks, stakes, lines and grades. Also includes grinding of concrete done as preparatory to patching or when done to produce a finished concrete product.

Composition Worker includes installation of epoxy and other resinous toppings and power machine operation.

Includes Cement Masons working on suspended, swinging and/or hanging scaffold.

*NOTE: Tenders to Cement Masons are found under #19 - Concrete/Cement Laborers*

#### 6. Divers & Divers' Tenders

##### Divers

Work underwater supplied with air, usually by a pipeline from the surface. Lay foundations for bridge piers, reconstruct underwater walls, and use underwater cutting and welding tools and the cement gun. May also do underwater carpentry, steel plating and shipwright's work.

##### Divers' Tenders

Work on the surface to monitor gauges for divers.

#### 7. Dredgers

Operate power-driven dredge to mine sand, gravel or other materials from bays, lakes, ponds, rivers or streams, and to excavate and maintain navigable channels in waterways (excludes Floating Construction Equipment – see #30 - Power Equipment Operators). This classification includes Assistant Engineers (including Machinists, Mechanics, Oilers, Watch Engineers, and Welders), Assistant Mates ("Deckhands"), Boatmen, Fill Equipment Operators, and Levermen.

#### 8. Drywall Applicator (Drywall/Wetwall) See #4 - Carpenters, Drywall/Acoustical Carpenters.

#### 9. Drywall Tapers

Seal joints between plasterboard and other wallboards to prepare wall surface for painting or papering.

#### 10. Electricians

Install, in new construction or reconstruction, electrical wiring, equipment and fixtures. Insure that work is in accordance with relevant codes. Includes all inside wiring or cable splicing. May read blueprints.

## DEFINITIONS OF COVERED OCCUPATIONS

### Electrical Material Handlers

Handle and maintain order of all electrical material, tools and equipment on job site, delivering materials to licensed electricians. Must not install electrical material or utilize equipment (i.e. switch gear, motor control centers, transformers, motors, light fixtures, etc.).

*NOTE: This classification applies exclusively to electrical materials. The Electrical Material Handler may perform clean-up work in connection with the work of an electrical contractor.*

### 11. Elevator Construction

#### Installers and Mechanics

Assemble, install and renovate electric and hydraulic freight and passenger elevators, escalators and dumbwaiters.

#### Assistants to Mechanics

Work at direction of Elevator Mechanics.

### 12. Fence Erectors (Metal)

Erect and renovate *metal* fences, fence gates and ornamental metal fencing around highways, industrial and commercial establishments, using hand and power tools.

*NOTE: See also #19 – Laborers, Group 1 for Wood Fence Builders*

### 13. Flaggers

Control vehicular traffic by means of brightly colored flags and/or signs.

### 14. Floor Covering Layers (Soft tile, linoleum and carpet) See #34 - Soft Floor Layers.

### 15. Glaziers

Install glass in windows, skylights, storefronts or on surfaces such as building fronts, interior walls, or ceilings at construction sites.

### 16. Hazardous Materials Handlers/Mechanics

The removal of all regulated materials from mechanical systems is exclusively the work of Hazardous Materials Handlers, unless the mechanical systems are going to be scrapped. Laborers do all removal of regulated materials on mechanical systems to be scrapped and any non-mechanical (walls, ceiling floors, beams, etc.) insulation. Laborers also do loading of any regulated material after it has been removed, bagged, and tagged, as well as cleanup at the removal site and all work done at the disposal site. Persons performing the removal of contained regulated materials are classified as Laborers (#19).

*NOTE: Regulated materials are those materials that are regulated for the purpose of protecting the environment or for personal protection by EPA, OSHA, DEQ, or Federal OSHA.*

### 17. Highway and Parking Strippers

Paint highway and parking structural surfaces of streets, highways, parking lots, airports, curbs, etc., using manually or mechanically propelled machines, brushes, rollers, and/or spray guns. Include Installers of any device or application of any material used in lieu of paint for traffic delineation, such as buttons, tapes, plastics, rumble bars, etc.

## DEFINITIONS OF COVERED OCCUPATIONS

### 18. Ironworkers

#### Bridge, Structural, Ornamental & Reinforcing Metal Workers

Raise, place, install and erect all structural steel beams, columns, steel joists and trusses, including prefabricated or pre-cast beams to form completed structures and structural frameworks. The erection and structural steel work of pre-engineered metal buildings, including bolting of members, girts, perkins, and attaching sheet metal siding, roofing, insulation, down spouts, gutters, and flashing to same. Reinforcing metal work such as performing layout work for rods within project area. Fastening rods in place with wire or pliers, bending or adjusting as required, using cutting, welding or rod bending machine. Performing layout work and place steel in concrete forms, including prefabricated assembly for placement complete in forms. Fabrication, and installation of ornamental metal such as balconies, stairs, walkways, catwalks, and handrails. May spin suspension bridge cables or perform other related ironwork duties.

### 19. Laborers, Material Movers (Hand), Flaggers

Include all General Laborers, Material Movers, and Flaggers, not classified separately.

*NOTE: Use Laborer classifications for moving materials and incidental assistance. Use Tender classifications when the primary duty is to assist a particular occupational class. (See #36 and #37 for Tender classifications.) Also includes scaffold erection when scaffold is under 14 feet and is not for the Mason or Plasterers trade.*

Applicators  
Asbestos Removal  
(Scrapped and Contained)  
Asphalt Rakers  
Asphalt Spreaders  
Batch Weighmen  
Bit Grinders  
Broomers  
Brush Burners/Cutters  
Brush Cutters  
Burners  
Car and Truck Loaders  
Carpenter Tenders  
Cement/Concrete Laborers  
(hand)  
Change-House Men  
Chipper Operators  
Choke Setters  
Choker Splicers  
Clay Power Spreaders  
Clean-Up Laborers  
Clean Up Laborers (Building)

#### Laborers (Continued)

Laser Beam Operators  
(tunnel), applicable when  
employee is assigned to  
move, set up, align laser  
beam  
Levermen or Aggregate  
Spreaders  
Loading Spotters  
Loop Installers

Clean Up Nozzlemen-Green  
Cutters  
Concrete Curing Laborers  
Concrete Power Buggymen  
Concrete Saw Operators  
Crusher Feeders  
Demolition, Wrecking  
(Charred Materials)  
Demolition, Wrecking, Moving  
(Building)  
Demolition, Wrecking, Moving  
(Industrial)  
Doping & Wrapping Pipe  
Drill Doctors  
Drill Operators  
Driller Assistants  
Drillers  
Dry-Shack Men  
Dumpers, Road Oiling Crew  
Dumpmen for Grading Crew  
Elevator Feeders  
Erosion Control Specialists  
Fine Graders

Manhole Builders  
Material Yard Men  
Motormen - Dinky  
Locomotive  
Nippers and Timbermen  
Nuclear Plant Workers (lead  
shield)  
Pipe Layers (all types)

Fire Watchers  
Flaggers (*NOTE: See #13 –  
Flaggers*)  
Form Strippers  
General Laborers  
Grade Checkers  
Guardrail, Median Rail  
Gunite / Sandblasting Pot  
Tenders  
Gunite Nozzleman Tenders  
Gunite Nozzlemen  
Handlers or Mixers of  
materials of an irritating  
nature, including cement  
and lime  
High Scalers  
Landscape Laborers – see  
#20  
Laser Beam Operators

Post Hole Diggers (air, gas  
or electric)  
Powderman Helpers  
Powdermen  
Power Saw Operators  
Power Tool Operators  
Pumpcrete Nozzlemen  
Railroad Track Laborers  
Ribbon Setters

## DEFINITIONS OF COVERED OCCUPATIONS

Rip/Rap Men (hand placed)  
Road Pump Tenders and  
Movers  
Sandblasting Operators  
(wet)  
Sandblasting Operators (dry)  
Scaffold Tenders  
Sewer Laborers  
Sewer Timbermen  
Shield Operators  
Signalmen  
Skipmen  
Slopers

Spraymen  
Stake Chasers  
Stake Setters  
Stockpilers  
Strippers  
Tampers  
Tie Back Shoring Laborers  
Timber Fallers / Buckers  
(hand labor)  
Toolroom Men (job site)  
Track Liners  
Tugger Operators  
Tunnel - Chuck Tenders

Tunnel Bull Gang Laborers  
(above ground)  
Tunnel Miners  
Tunnel Muckers /Brakemen/  
Concrete Crew/Bull Gang  
(underground)  
Tunnel Powdermen  
Vibrating Screed  
Vibrators (all)  
Water Blasters  
Weight-Man-Crushers  
Welders  
Wood Fence Builders

### 20. Landscape Construction

Beautification of a plot of land by changing its natural features through the addition or modification of lawns, trees and bushes.

#### Landscape Laborers/Technicians

Perform seeding, planting, mulching, land clearing and topsoil spreading by the use of hand tools. With hand tools and power equipment less than 90 horsepower: clear land, trench to maximum depth of three feet below finish grade, hydroseed, apply chemicals and fertilizers. Till, spread and grade topsoil. Establish lawns and plant trees, shrubs and plants. Install, service, or replace above ground and under ground lawn or landscape irrigation systems. Install French drains or other subsurface water collection systems to a maximum depth of three feet below finish grade. Install, service, or repair low voltage outdoor landscape lighting and irrigation valves. Assemble or place pre-manufactured and custom fabrication trelliswork, play equipment, benches and picnic tables.

### 21. Lathers (Drywall/Wetwall)

Fasten wooden, metal or rockboard lath to walls, ceilings and partitions of buildings to provide supporting base for plaster, fireproofing or acoustical material.

### 22. Limited Energy Electricians

May only be used for electrical work not exceeding 100 va in class II and III installations (as defined in Article 725 of the National Electrical Code). This classification includes computer cabling, telephone and cable television line installation, and security alarm installation.

### 23. Line Constructors

Install and reconstruct cable or wires used in electrical power or distribution systems. Install insulators, erect wood poles and light or heavy-duty transmission towers. This classification includes cable splicers and troubleshooters. Excludes repairers of transformers and substation equipment and telephone and telegraph communications workers.

#### Line Constructors (Continued)

#### Cable Splicers, Leadmen, Pole Sprayers

Splice and/or terminate power cables which are designed to be used for voltages above 2,000. Splice and/or terminate gas or liquid filled power cables when part of a distribution system outside of buildings.



## DEFINITIONS OF COVERED OCCUPATIONS

This classification also includes:

**Certified Lineman Welders  
Groundmen  
Head Groundmen  
Heavy Line Equipment Men**

**Jackhammer Men  
Line Equipment Men  
Linemen**

**Pole Sprayers  
Powdermen  
Tree Trimmers**

### 24. Marble Setters

Cut, tool and set marble slabs in floors and walls of buildings and renovate and polish slabs previously set in buildings. Trim, face and cut marble to specified size using power sawing, cutting and facing equipment and hand tools. Drill holes in slabs and attach brackets. Spread mortar on bottom of slab and on sides of adjacent slabs. Set blocks in position, tamp them into place, and anchor bracket attachments with wire. Fill joints with grout. Remove excess grout from marble with sponge. Clean and bevel cracks or chips on slabs using hand tools and power tools. Heat cracked or chipped area with blowtorch and fill defect with composition mastic that matches grain of marble. Polish marble and other ornamental stone to high luster, using power tools or by hand.

### 25. Marine Carpenters (See #4 - Carpenters, Marine Carpenters)

### 26. Millwrights/Machine Erectors

Work as mechanics specializing in setting and aligning or removing mechanical, hydraulic, pneumatic, electrical machinery (new and used) in commercial and industrial sites.

### 27. Painters

Paint walls, equipment, buildings, bridges, and other structural surfaces, using brushes, rollers and spray guns. May mix colors or oils to obtain desired color or consistency. Also apply wall coverings.

Include Painters: Brush, Roller, Machine (Spray and Sandblasting)

### 28. Plasterers and Stucco Masons

Apply coats of plaster onto interior or exterior walls, ceilings, or partitions or buildings to produce finished surface according to blueprints, architect's drawings or oral instructions.

**Nozzlemen  
Swinging Scaffold  
All Other Work**

### 29. Plumbers and Steamfitters/Pipefitters

Assemble, install, alter, and replace pipe systems (metal, plastic, ceramic, composition, etc.) that carry water, steam, air or other liquids or gases. Fabricate on site and install piping and tubing systems, which are to conduct water, steam, air, and other fluids or gases in and around buildings. Also install vacuum piping systems. Install drainage and sewage lines (laterals) from buildings to the point of attachment to mains. Install plumbing fixtures such as sinks, faucets, drinking fountains, commodes, etc. Install refrigeration equipment. Perform cutting, welding and burning which is incidental to the work of plumbing or pipefitting, except as is described under lead burner. May do other work in connection with the installation and testing of heating and cooling apparatus and control devices.

*NOTE: See also #35 - Sprinkler Fitters*

### 30. Power Equipment Operators (equipment used on construction site)

## DEFINITIONS OF COVERED OCCUPATIONS

### **Asphalt Paving Equipment: Asphalt Paver Operators, Asphalt Plant Operators, Roller Operators, Screed Operators (any asphalt mix)**

Operate equipment used for applying asphalt or other material compositions to roadbeds, airport runways, taxiways and street paving. Includes asphalt paving machine operators, asphalt plant operators, screed operators and roller operators (any asphalt mix, breakdown or finish). Excludes any residential work.

### **Asphalt/Concrete Profilers: Roto-Mill, Pavement Profiler Operators, Concrete Planer, Grinder or Grooving Machine Operators**

Operate equipment used for the removal of excess surface material (concrete, asphalt) during paving, texturing or other work on road surfaces (either concrete or asphalt). Classification includes removal and recycling of asphalt road surface material.

### **Auxiliary Equipment: Operators of Compressors, Generators, Pumps**

Control, maintain or operate various auxiliary equipment, such as compressors, condensers, electricity generators, feedwater heaters, filters and pumps that transfer or supply water, fuel, lubricants, gasses, air, liquids, slurries and auxiliary power for turbines, generators, boilers, power equipment at the construction site. Operate other auxiliary equipment not otherwise classified (tool grinders, conveyor tender).

### **Blade: Blade/Grader Operators**

Operate Blade/Grader machine or vehicle equipped with blades to remove, distribute, grade and level earth, aggregate or other material to a specific grade, slope or elevation.

### **Bulldozer, Rubber-Tired Scraper, Material Haulers: Bulldozer Operators, Rubber-Tired Scraper Operators and Material Haulers (including "Cat Wagons", DJB's, Volvos and other similar models)**

Operate machines or off road vehicles that push, remove, pick up, distribute or haul rock, earth, debris and other material on construction sites.

### **Compactors/Rollers (not asphalt): Operators**

Operate Compactors, Rollers or similar equipment used for compacting crushed rock, dirt or other fill material on construction site. (Includes airport runways, taxiways and roadbeds.)

### **Power Equipment Operators (Continued)**

**Concrete: Batch Plant and or Wet Mix Operators, Concrete Finishing Machine, Brooming, Tining or Wire Mat Machine Operators, Concrete Spreader/Placer Operators, Pump Operators (concrete or grout), Concrete Slip Form Paving Machine Operators (for installing curbs/gutters, guardrails and/or street paving), Concrete Curing Equipment Operators, Concrete Saw Operators.**

Operate equipment used for applying, curing, finishing, mixing, pumping, sawing or spreading of concrete; installing concrete curbs/gutters, sidewalks or guardrails, and concrete street or highway paving.

### **Crane Operators (Hydraulic, Tower, Whirley, Lattice Boom, Dragline & Clamshell); Signalmen**

Operate boom and cable equipment to lift and move materials, machines, or other items in a variety of directions on a construction site. Includes operations, remote or otherwise, such as hoisting, piledriver, clamshell, dragline, skip box or bucket to place material.

### **Crushing: Crusher Plant Operators or Oilers**

## DEFINITIONS OF COVERED OCCUPATIONS

Operate machinery used to crush rock or recycled materials into aggregates for use in asphalt, concrete, base and fill materials for use in highways, streets, airports and construction sites.

**Drilling: Earth Boring Machine Operators (horizontal & vertical), Directional Drilling (includes well drilling)**

Operate equipment used to drill or bore for any construction purpose, including preparation for the installation of foundations, pipe, utilities and soil stabilization.

### **Floating Construction Equipment**

Operators of Floating Crane (or "Derrick Barge"), Clamshell or Pile Driver used in conjunction with a construction project, Underwater Equipment Operators (excludes Dredging Operations, which is a separate classification; See #7).

Operate any floating equipment. Classification includes any assistants to operators (such as Boatmen, Deckhands, Diesel-Electric Engineers, Firefighters, etc.); underwater equipment operators, remote or otherwise.

### **Fork Lifts: Industrial Lift Truck Operators and Material Handlers**

Operate industrial lift trucks or loaders equipped with forks used to unload, load, place, stack and distribute materials on a construction site.

### **Front End Loaders, Hydraulic Hoes, Excavators**

Operate machinery equipped with scoops, shovels or buckets to excavate, load or move dirt, aggregate and other materials.

**Guardrail Equipment: Guardrail Punch Operators (all types), Guardrail Punch Oilers, Operators of Combination Guardrail Machines (Punch, Auger, etc.)**

Operate any power equipment used to install guardrails.

### **Power Equipment Operators (Continued)**

#### **Repairmen, Heavy Duty (Mechanics, Welders) and Oilers**

Repair heavy equipment at the construction site (such as cranes, bulldozers, loaders, excavators, etc.). This classification includes any mobile heavy equipment mechanics employed by the contractor. This also includes maintenance workers who change parts, lubricate machinery, and perform other routine maintenance functions at the construction site.

#### **Sweepers**

Include Broom Operators, self-propelled, Sweeper Operators (Wayne type) self-propelled.

### **31. Riggers**

*NOTE: Classify riggers in the craft performing the work for which rigging is incidental. For example, a carpenter doing rigging is classified as a carpenter; an ironworker doing rigging is classified as an ironworker.*

### **32. Roofers: General roofing materials and Irritable bituminous materials**

(For sheet metal roof, see #33 - Sheet Metal Workers).

Cover roofs of commercial structures with slate, asphalt, wood and related materials using brushes, knives,

## DEFINITIONS OF COVERED OCCUPATIONS

punches, hammers and other tools. May spray roofs, sidings and walls with material to bind, seal, insulate or soundproof sections of structures.

### 33. Sheet Metal Workers and Sheet Metal Duct Installers

On a construction site, fabricate, assemble, install and replace sheet metal products and equipment, such as control boxes, drainpipes and furnace casings. Work may involve any of the following: set up and operate fabricating machines to cut, bend and straighten sheet metal; shape metal over anvils, blocks or forms using hammer; operate soldering and welding equipment to join sheet metal parts; inspect; assemble and smooth seams and joints of burred surfaces. Install prefabricated sheet metal ducts used for heating, air conditioning or other purposes in commercial buildings and similar structures. (Includes metal roofs)

### 34. Soft Floor Layers

#### Floor Covering Layers (soft tile, linoleum and carpet)

Apply blocks, strips or sheets of shock-absorbing, sound-deadening or decorative coverings to floors and cabinets. Includes laying soft tile and linoleum. Lay carpets or rugs in buildings.

### 35. Sprinkler Fitters

Install all piping and auxiliary devices which are necessary for the complete installation of sprinkling systems for fire protection in buildings. Excludes systems operated with steam.

*NOTE: See also #29 – Plumbers and Steamfitters/Pipefitters*

### 36. Tenders to Mason Trades: Brick and Stonemasons, Mortar Mixers, Hod Carriers

Directly assist Brickmasons and Stonemasons by performing duties of lesser skill. Duties include mixing, supplying and holding materials or tools, and cleaning work area and equipment. Performed on block walls and may include scaffolding work. Erect scaffolding for Masons, any height.

*NOTE: Exclude cement and concrete flat work and cement pumping which is performed by concrete/cement laborers. (See #19 for Laborer classifications.)*

### 37. Tenders to Plasterers: Assistants to Plasterers and Stucco Masons

Assist plasterers or stucco masons by performing duties of lesser skill. Duties include supplying or holding materials or tools and cleaning work area and equipment. Erect scaffolding for Plasterers, any height.

*NOTE: Exclude construction or maintenance laborers who do not primarily assist plasterers or stucco masons (See #19 for Laborer classifications).*

### 38. Tile Setter/Terrazzo Worker: Hard Tile Setters

Apply tile to walls, floors, ceilings and promenade roof decks following design specifications. Apply glazed, unglazed, mosaic and other ceramic tiles which are used as a surface on floors, walls, ceilings, and other surfaces and which must be set to a specified grade. Apply and float all setting beds into which these tiles are set. Level and plumb these tiles to the specified grade.

*NOTE: Tenders for tile setters and terrazzo workers are classified under #39 - Tile, Terrazzo and Marble Finishers*

## DEFINITIONS OF COVERED OCCUPATIONS

### 39. Tile, Terrazzo and Marble Finishers

Supply and mix construction materials for Marble Setter, Terrazzo Worker and Tile Setter. Apply grout and finish surface of installed marble, terrazzo and tile. Mix mortar and grout, move mortar and grout manually or using wheelbarrow. Clean installed marble, terrazzo and tile surfaces, work and storage areas. May renovate and fill chipped, cracked or broken pieces. May assist Marble Setter, Terrazzo Worker, and Tile Setter. Grind and polish surfaces.

### 40. Truck Drivers, Heavy or Tractor-Trailer

Drive a tractor-trailer combination or a truck with a capacity of at least 3 tons, to transport goods or materials.

#### Group 1

A-frame or Hydra-Lift Truck w/load bearing surface  
Battery Rebuilders  
Bus or Man-Haul Drivers  
Concrete Buggy Drivers (power operated) Drivers  
Dump Trucks, side, end and bottom dumps up to and including 10 cu. yds., including semi-trucks and trains or combinations thereof  
Fork Lifts used in loading, unloading and transporting material on job site  
Truck Drivers Group 1 (Continued)

Truck and Truck Mechanic Assistants  
Wash Rack Operators

Fuel Truck Drivers  
Lift Jitney Drivers  
Loader and/or Leverman on concrete dry batch plant, manually operated  
Lubrication Men  
Pilot Car Drivers  
Slurry Truck Drivers or Levermen  
Solo Flat Bed Drivers (and misc. body trucks)  
Steam Cleaner or combination  
Tiremen  
Transit Mix & Wet or Dry Mix Truck Drivers, 5 cu. yds. and under

Water Wagons, up to 3,000 gallons

#### Group 2

Dumpsters or similar equipment  
Flaherty Spreader Drivers or Levermen  
Low Bed Equipment, Flat Bed Semi-Truck & Trailer or doubles drivers transporting equipment or wet or dry materials  
Lumber Carriers, Driver-Straddle Carriers used in loading, unloading and transportation of material on job site

Oil Distributor Drivers or Levermen  
Transit Mix and Wet or Dry Mix Truck Drivers, over 5 cu. yds. and including 7 cu. yds.  
Water Wagons, 3,000 to 5,000 gallons

#### Group 3

Body Repairmen  
Dump Trucks, side, end and bottom dumps over 10 cu. yds. and including 30 cu. yds., including semi-trucks and trains or combinations thereof

Transit Mix and Wet or Dry Mix Trucks over 7 cu. yds. and including 11 cu. yds.  
Truck Mechanics – Welders – Body Repairmen  
Water Wagons, 5,000 to 10,000 gallon

#### Group 4

Dump Trucks, side, end and bottom dumps over 30 cu. yds. and including 50 cu. yds., including semi-trucks and trains or combinations thereof

Transit Mix and Wet or Dry Mix Trucks, over 11 cu. yds. and including 15 cu. yds.  
Water Wagons, 10,000 to 15,000 gallons

## DEFINITIONS OF COVERED OCCUPATIONS

### Group 5

Dump Trucks, side, end and bottom dumps over 50 cu. yds. and including 60 cu. yds., including semi-trucks and trains or combinations thereof

### Group 6

Dump Trucks, side, end and bottom dumps over 60 cu. yds. and including 80 cu. yds., including semi-trucks and trains or combinations thereof

### Group 7

Dump Trucks, side, end and bottom dumps over 80 cu. yds. and including 100 cu. yds., including semi-trucks and trains or combinations thereof

### 41. Welders

*NOTE: Classify welders in the craft performing the work for which welding is incidental. For example, a carpenter doing hand welding is classified as a carpenter; an ironworker doing welding is classified as an ironworker.*

**LIST OF CONTRACTORS INELIGIBLE  
TO RECEIVE PUBLIC WORKS CONTRACTS**

**Publication Date: October 10, 2001**

**To: All Oregon Contracting Agencies**

Pursuant to ORS 279.361, contractors on this list are ineligible to receive public works contracts subject to the Prevailing Wage Rate Law. These contractors and subcontractors, as well as any firm, corporation, partnership or association in which the contractor or subcontractor has a financial interest are ineligible to receive public works contracts until removed from this list.

If you have questions regarding the list or for the most current information regarding persons ineligible to receive prevailing wage contracts, please contact the Prevailing Wage Rate Coordinator, (Portland) (503) 731-4723.

<u>CONTRACTOR NAME</u>	<u>DATE PLACED</u>	<u>REMOVAL DATE</u>
1. Tracy Alexander 16004 SW Tualatin-Sherwood, Suite 256 Sherwood, OR 97140	May 15, 2000	May 14, 2003
2. Sanford Beals 61000 Brosterhaus Rd #373 Bend, OR 97703	October 11, 2000	October 10, 2003
3. Black Hawk, Inc. dba Columbia Construction Company Steven W. Francis P.O. Box 352 Longview, WA 98632	December 4, 2000	December 3, 2003
4. Kevin Brazell Debra Brazell 155 Lyon Drive Femley, NV 89408	October 6, 1999	October 5, 2002
5. Norman S. Brown 4324 'B' Street Springfield, OR 97478	July 15, 1999	July 14, 2002
6. Cameron Creations Steven Cameron Nancy Cameron PO Box 2 Lowell, OR 97452	May 25, 2000	Not to be Removed
7. Cascade Concrete Construction, Inc. 1262 Duncan Creek Road Skamania, WA 98648	December 4, 2000	December 3, 2003
8. Curtis A. Chaves 1262 Duncan Creek Road Skamania, WA 98648	December 4, 2000	December 3, 2003
9. Collier Mechanical Contractors, Inc. Aaron Collier PO Box 743 North Bend, OR 97459	March 29, 2001	March 28, 2004
10. Diamond Drywall 61000 Brosterhaus Rd #373 Bend, OR 97703	December 4, 2000	December 3, 2003

**LIST OF CONTRACTORS INELIGIBLE  
TO RECEIVE PUBLIC WORKS CONTRACTS**  
Publication Date: October 10, 2001  
Page 2

11. Michael Duquette 19428 Seminole Circle Bend, OR 97702	February 6, 2001	February 5, 2004
12. E. Gene Kasey dba Empire Landscaping 4714 SE 104th Portland, OR 97266	April 1, 1999	March 31, 2002
13. Energy Exchange, Inc. dba Energy Exchange 4204 SE Crystal Springs Portland, OR 97206	May 10, 2001	May 9, 2004
14. Four Seasons Heating & Cooling Specialists, Inc. PO Box 536 224 Leisure St Glide, OR 97443	October 10, 2001	October 9, 2004
15. William C. Fraser, Jr. PO Box 536 224 Leisure St Glide, OR 97443	October 10, 2001	October 9, 2004
16. Wayne Fromdahl 900 NE Butler Market Rd #V-2 Bend, OR 97701	October 11, 2000	October 10, 2003
17. Del Gilman dba Del Gilman Painting 1766 Henderson Eugene, OR 97403	April 1, 1999	March 31, 2002
18. Gregory D. Jones Gregg's Custom Carpet Installation 42958 SE Wildcat Mountain Drive Sandy, OR 97055	October 25, 2000	October 24, 2003
19. Arthur A. Harding III dba Arthur Harding Mason Contractor Arthur Harding Masonry Art Harding Masonry 602 SE 28 <sup>th</sup> Ave Portland, OR 97214	August 2, 2001	August 1, 2004
20. Bruce D. Huhta P.O. Box 352 Longview, WA 98632	July 2, 2001	July 1, 2004
21. HydroTech, Inc. 155 Lyon Drive Femley, NV 89408	October 6, 1999	October 5, 2002
22. I-5 Excavating, Inc. dba I-5 Contracting, Inc. E. F. Dunn 3655 Brooklake Rd Brooks, OR 97305	July 25, 2001	July 24, 2004
23. Interstate Concrete, Inc. 1262 Duncan Creek Road Skamania, WA 98648	December 4, 2000	December 3, 2003



**LIST OF CONTRACTORS INELIGIBLE  
TO RECEIVE PUBLIC WORKS CONTRACTS**  
Publication Date: October 10, 2001  
Page 3

24. Julie M. Loveday, dba Jewels Flagging Service PO Box 2013 Redmond, OR 97756	October 10, 2001	October 9, 2004
25. Karl Johnson 576 Clearview Roseburg, OR 97470	September 6, 2000	September 5, 2003
26. Johnson Builders, Inc. Laine Johnson 3545 SW Falcon Portland, OR 97219	October 25, 2000	October 24, 2003
27. Kylemac 4413 Zirkle Court Longview, WA 98632	December 4, 2000	December 3, 2003
28. Scott Little Rhonda Little 9106-BN NE Highway 99 Vancouver, WA 98665	April 25, 2000	April 24, 2003
29. Anthony Lockett, Sr. 16004 SW Tualatin-Sherwood, Suite 256 Sherwood, OR 97140	May 15, 2000	May 14, 2003
30. Magic Numbers Estimating, Inc. c/o Russell D. Bevans, Registered Agent 895 Country Club Rd., Suite C-175 Eugene, OR 97401-6006	December 6, 1999	December 5, 2002
31. Quality Homes N.W., Inc. 9106-BN NE Highway 99 Vancouver, WA 98665	April 25, 2000	April 24, 2003
32. Pedro Ramos, dba P & A Painting Enterprises P & A Painting Enterprises, Inc. 3027 NW Overlook Dr., #925 Hillsboro, OR 97124	August 2, 2001	August 1, 2004
33. Russell L. Rich 84901 Battle Creek Road Eugene, OR 97402	July 15, 1999	July 14, 2002
34. Single-Ply Roofing Systems, Inc. c/o Russell L. Rich, Registered Agent 84901 Battle Creek Road Eugene, OR 97402	July 15, 1999	July 14, 2002
35. Michael D. Slover 4204 SE Crystal Springs Portland, OR 97206	May 10, 2001	May 9, 2004
36. Keith Testerman dba Testerman Masonry 1940 NE Sams Loop, #4 Bend, OR 97701	June 6, 2000	June 5, 2003
37. Top Notch Construction & Roofing Top Notch Construction William George Allmendinger 84920 Ridgeway Road Pleasant Hill, OR 97455	January 8, 2001	January 7, 2004

**LIST OF CONTRACTORS INELIGIBLE  
TO RECEIVE PUBLIC WORKS CONTRACTS  
Publication Date: October 10, 2001  
Page 4**

- |  |                  |                  |
|--|------------------|------------------|
| 38. <b>Western Integrity Drywall</b><br>16004 SW Tualatin-Sherwood, Suite 256<br>Sherwood, OR 97140                            | May 15, 2000     | May 14, 2003     |
| 39. <b>Veneta Roofing Company</b><br>C/o Douglas Minger, Registered Agent<br>541 Willamette St., Suite 110<br>Eugene, OR 97401 | July 15, 1999    | July 14, 2002    |
| 40. <b>Bernard J. Woodard dba</b><br><b>Woodard Enterprises</b><br>33939 Row River Rd.<br>Cottage Grove, OR 97424              | December 6, 1999 | December 5, 2002 |

**JACK ROBERTS, COMMISSIONER  
OREGON BUREAU OF LABOR AND INDUSTRIES**

REGION #2  
Clackamas, Multnomah and Washington Counties

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Asbestos Workers/Insulators	See Appendix	See Appendix
Boilermakers	See Appendix	See Appendix
Bricklayers/Stonemasons	See Appendix	See Appendix
Carpenters	See Appendix	See Appendix
Cement Masons	See Appendix	See Appendix
Divers / Divers' Tenders	See Appendix	See Appendix
Dredgers	See Appendix	See Appendix
Drywall Applicators/Acoustical Carpenters (Drywall/Wetwall)	See Appendix	See Appendix
Drywall Tapers (Painters and Drywall Tapers)	See Appendix	See Appendix
Electricians	See Appendix	See Appendix
Elevator Constructors, Installers and Mechanics	See Appendix	See Appendix
Fence Constructors (not metal)	See Appendix	See Appendix
Fence Erectors (metal)	\$16.27	\$3.60
Flaggers (Laborers)	See Appendix	See Appendix
Floor Covering Layers (Soft tile, linoleum and carpet)	\$20.49	\$6.17
Glaziers	See Appendix	See Appendix
Hazardous Materials Handlers/Mechanics	See Appendix	See Appendix
Highway and Parking Stripers	\$24.58	\$4.38
Ironworkers (Structural & Reinforcing Metal Workers)	See Appendix	See Appendix
Laborers and Material Movers (Hand)	See Appendix	See Appendix
Landscape Laborers/Technicians	\$13.84	\$2.14
Lathers (Drywall/Wetwall)	See Appendix	See Appendix
Limited Energy Electricians	See Appendix	See Appendix
Line Constructors	See Appendix	See Appendix
Marble Setters	See Appendix	See Appendix
Marine Carpenters	See Appendix	See Appendix
Millwrights; Machine Erectors (Carpenters)	See Appendix	See Appendix
Painters	See Appendix	See Appendix
Plasterers and Stucco Masons (Plasterers)	See Appendix	See Appendix
Plumbers and Steamfitters/Pipefitters (Plumbers)	See Appendix	See Appendix
<b>Power Equipment Operators I:</b>		
Auxiliary Equipment: Compressors, Generators, Pumps		
Compactors/Roller Operators: (not asphalt)		
Crushing: Crusher Plant Operators or Oilers		
Drilling: Earth Boring Machine Operators (horizontal & vertical), Directional Drilling	\$21.60	\$5.02
Fork Lifts: Industrial Lift Truck Operators and Material Handlers		
Repairmen, Heavy Duty (Mechanics, Welders) & Oilers		
Sweepers		

Power Equipment Operators II:

\$23.00

\$5.47

REGION #2  
 Clackamas, Multnomah, Washington Counties

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Asphalt/Concrete Profilers: Roto-Mill, Pavement Profiler Operators, Concrete Planers, Grinder or Grooving Machine Operators		
Blade: Blade/Grader Operators		
Bulldozers, Rubber-Tired Scrapers, Material Haulers: Bulldozer Operators, Rubber-Tired Scraper Operators, and Material Haulers (including "Cat wagons", DJB's, Volvos and other similar models)		
Concrete: Batch Plant and or Wet Mix Operators, Concrete Finishing Machine, Brooming, Tining or Wire Mat Machine Operators, Concrete Spreader/Placer Operators, Pump Operators (concrete or grout), Concrete Slip Form Paving Machine (for installing curbs/gutters, guardrails, and/or street paving), Concrete Curing Equipment, Concrete Saw		
Front End Loaders, Hydraulic Hoes, Excavators		
<b>Power Equipment Operators III:</b> Asphalt Paving Equipment: Asphalt Paver Operators, Asphalt Plant Operators, Roller Operators, Screed Operators (any asphalt mix)	See Appendix	See Appendix
Crane Operation: Hydraulic, Tower, Whirley, Lattice Boom, Dragline & Clamshell, Signal Men		
Floating Construction Equipment: Floating Crane (or "Derrick Barge"), Clamshell or Pile Driver used In conjunction with a construction project, Underwater Equipment Operators. (Excluding Dredging Operations, which is a separate classification - see "Dredgers")		
Guardrail Equipment: Guardrail Punch Operators (all types), Guardrail Punch Oilers, Combination Guardrail Machines, Punches, Augers, etc)		
Riggers	Receive rate for craft performing operation to which rigging is incidental.	Receive rate for craft performing operation to which rigging is incidental.
Roofers	See Appendix	See Appendix
Sheet Metal Duct Installers; Sheet Metal Workers	See Appendix	See Appendix
Sprinkler Fitters	See Appendix	See Appendix
Telephone and Data Cabling (Limited Energy Electricians)	See Appendix	See Appendix
Tenders to Mason Trades: Brick and Stonemasons	See Appendix	See Appendix
Tenders to Plasterers and Stucco Masons	See Appendix	See Appendix
Tile, Terrazzo, Brick and Marble Finishers	See Appendix	See Appendix
Tile Setter/Terrazzo Workers: Hard Tile Setters	See Appendix	See Appendix
Tree Trimmers (Line Constructors)	See Appendix	See Appendix
Truck Drivers	\$15.87	\$4.15
Welders (Incidental)	Receive rate for craft performing operation to which welding is incidental.	Receive rate for craft performing operation to which welding is incidental.

PRIME CONTRACTOR

SUBCONTRACTOR

Business Name (DBA):	CCB Registration Number:	Project Name:	Project Number:
Phone: ( )	Type of Work:		
Street Address:	Project Location:		
Mailing Address:	Project County		

Date Pay Period Began:	Date Pay Period Ended:
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<p><b>THIS SECTION FOR PRIME CONTRACTORS ONLY</b></p> Public Contracting Agency Name: Phone: ( ) CCB Registration Number: Date Contract Specifications First Advertised for Bid: Contract Amount:	<p><b>THIS SECTION FOR SUBCONTRACTORS ONLY</b></p> Subcontract Amount: Prime Contractor Business Name (DBA): Phone: ( ) CCB Registration Number: Date You Began Work on the Project:
--	---

(1)	(2)	(3) DAY AND DATE	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)							
NAME AND ADDRESS OF EMPLOYEE	TRADE CLASSIFICATION (INCLUDE GROUP # IF APPLICABLE)	HOURS WORKED EACH DAY							TOTAL HOURS	BASE HOURLY RATE OF PAY	HOURLY FRINGE BENEFIT AMOUNTS PAID AS WAGES TO EMPLOYEE	GROSS AMOUNT EARNED	TOTAL DEDUCTIONS FICA, FED, STATE, ETC.	NET WAGES PAID FOR WEEK	HOURLY FRINGE BENEFITS PAID TO BENEFIT PARTY, PLAN, FUND, OR PROGRAM	NAME OF BENEFIT PARTY, PLAN, FUND, OR PROGRAM	
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THIS FORM CONTINUED ON REVERSE

(1)	(2)	(3) DAY AND DATE							(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	
NAME AND ADDRESS OF EMPLOYEE	TRADE, CLASSIFICATION (INCLUDE GROUP # IF APPLICABLE)								TOTAL HOURS	BASE HOURLY RATE OF PAY	HOURLY FRINGE BENEFIT AMOUNTS PAID AS WAGES TO EMPLOYEE	GROSS AMOUNT EARNED	TOTAL DEDUCTIONS FICA, FED, STATE, ETC.	NET WAGES PAID FOR WEEK	HOURLY FRINGE BENEFITS PAID TO BENEFIT PARTY, PLAN, FUND, OR PROGRAM	NAME OF BENEFIT PARTY, PLAN, FUND, OR PROGRAM	
		HOURS WORKED EACH DAY															
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**CERTIFIED STATEMENT**

I, \_\_\_\_\_ DO HEREBY STATE:  
 (NAME OF SIGNATORY PARTY) (TITLE)

(1) THAT I PAY OR SUPERVISE THE PAYMENT OF THE PERSONS EMPLOYED BY: \_\_\_\_\_ ON THE \_\_\_\_\_  
 (CONTRACTOR, SUBCONTRACTOR OR SURETY) (BUILDING OR WORK)  
 THAT DURING THE PAYROLL PERIOD COMMENCING ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_  
 (MONTH) (YEAR) AND ENDING THE \_\_\_\_\_ DAY OF \_\_\_\_\_  
 (MONTH) (YEAR) ALL PERSONS EMPLOYED ON SAID PROJECT HAVE BEEN PAID THE FULL WEEKLY WAGES EARNED, THAT NO REBATES HAVE BEEN OR WILL BE MADE EITHER DIRECTLY OR INDIRECTLY TO OR ON BEHALF OF SAID \_\_\_\_\_ FROM THE FULL WEEKLY WAGES EARNED BY ANY PERSON, AND THAT NO DEDUCTIONS HAVE BEEN MADE EITHER DIRECTLY OR INDIRECTLY FROM THE FULL WAGES EARNED BY ANY PERSON, OTHER THAN PERMISSIBLE DEDUCTIONS AS SPECIFIED IN ORS 652.610, AND DESCRIBED AS FOLLOWS:

(2) THAT ANY PAYROLLS OTHERWISE UNDER THIS CONTRACT REQUIRED TO BE SUBMITTED FOR THE ABOVE PERIOD ARE CORRECT AND COMPLETE; THAT THE WAGE RATES FOR WORKERS CONTAINED THEREIN ARE NOT LESS THAN THE APPLICABLE WAGE RATES CONTAINED IN ANY WAGE DETERMINATION INCORPORATED IN THE CONTRACT; THAT THE CLASSIFICATION SET FORTH THEREIN FOR EACH WORKER CONFORMS WITH WORK PERFORMED.  
 (3) THAT ANY APPRENTICES EMPLOYED IN THE ABOVE PERIOD ARE DULY REGISTERED IN A BONA FIDE APPRENTICESHIP PROGRAM REGISTERED WITH A STATE APPRENTICESHIP AGENCY RECOGNIZED BY THE BUREAU OF APPRENTICESHIP AND TRAINING, UNITED STATES DEPARTMENT OF LABOR, OR IF NO SUCH RECOGNIZED AGENCY EXISTS IN A STATE, ARE REGISTERED WITH THE BUREAU OF APPRENTICESHIP AND TRAINING, UNITED STATES DEPARTMENT OF LABOR.

I HAVE READ THIS CERTIFIED STATEMENT, KNOW THE CONTENTS THEREOF AND IT IS TRUE TO MY KNOWLEDGE.

\_\_\_\_\_  
 NAME AND TITLE SIGNATURE

NOTE TO CONTRACTORS: YOU MUST ATTACH COPIES OF THIS FORM TO EACH OF YOUR PAYROLL SUBMISSIONS ON THIS PROJECT. SEE THE BOLI PUBLICATION PREVAILING WAGE RATES FOR PUBLIC WORKS CONTRACTS IN OREGON FOR INSTRUCTIONS ON COMPLETING THIS FORM.

FILE THIS FORM WITH THE CONTRACTING AGENCY



**BUREAU OF LABOR AND INDUSTRIES  
NOTICE OF AWARD OF PUBLIC WORKS CONTRACT  
(For use by Public Agencies in Complying with ORS 279.363)**

**NOTE: Effective January 1, 2001, ORS 279.363 was amended to require that public contracting agencies include with this form a copy of the disclosure of first-tier subcontractors submitted pursuant to ORS 279.027.**

<b>1. CONTRACTING AGENCY INFORMATION</b>	
Agency Name _____	Agency Number _____
Address _____	
City, State, Zip _____	
Agency Representative _____	Phone _____

<b>2. CONTRACT INFORMATION</b>	
Project Name _____	Project Number _____
Project Manager Name _____	FAX Number _____
	Phone Number _____
Project Location (Street(s), City, State) _____	
Project County _____	Contract Amount _____
Source of Funds (i.e., 100% Federal Funds, 50/50 Federal/State, 100% Local, etc.) _____	

**If this project is federally funded and subject to the Davis-Bacon Act, do not submit this form to the Oregon Bureau of Labor and Industries. If federal funds are involved, but the project is subject to the Oregon Prevailing Wage Rate Law, please specify.**

Date Contract Specification First Advertised for Bid _____
Date Contract Awarded _____ Date Work Expected to Begin _____
Date First Progress Payment Due _____ Expected Date of Completion _____

<b>3. PRIME CONTRACTOR INFORMATION</b>	
Name _____	
Address _____	
City, State, Zip _____	Phone _____
Construction Contractors Board Registration Number _____	
Name of Bonding Company _____	
Address _____	
Agent Name/Phone _____	
Bond Number _____	

Copy of first-tier subcontractors attached (see NOTE above).

Signature of person completing form \_\_\_\_\_

Printed name \_\_\_\_\_ Date \_\_\_\_\_

**THIS FORM WILL BE RETURNED TO THE CONTRACTING AGENCY FOR CORRECTION AND RESUBMITAL IF INCOMPLETE.**

RETURN THIS COMPLETED FORM TO:

Prevailing Wage Rate Unit  
Wage and Hour Division, Room 1160  
Bureau of Labor and Industries  
800 N.E. Oregon Street, #32  
Portland, OR 97232  
Telephone: (503) 731-4723  
FAX: (503) 731-4606



## PLANNED PUBLIC IMPROVEMENT SUMMARY

FISCAL YEAR: \_\_\_\_\_

\_\_\_\_\_  
(Name of State or Local Government Agency)

PAGE \_\_\_\_ OF \_\_\_\_

Project Number	Project Name	Project Type	Project Location	Estimated Project Cost	Agency or Contract Work

ORS 279.023 requires that not less than 30 days prior to adoption of its budget for the subsequent budget period, each public agency shall prepare and file with the Commissioner of the Bureau of Labor and Industries a list of every public improvement known to the agency that the agency plans to fund in the budget period, identifying each improvement by name and estimating the total on-site construction costs. The list shall also contain a statement as to whether the agency intends to perform the construction by a private contractor. If the agency intends to perform construction work using the agency's own equipment and personnel on a project estimated to cost more than \$125,000, the agency must also show that its decision conforms to the state's policy that public agencies make every effort to construct public improvements at the least cost to the public agency. Public agencies are required to keep and preserve a full, true and accurate account of the costs of performing the work, including all engineering and administrative expenses, and the cost, including investment costs, of any equipment used.

This form (WH-118) may be used to list planned public improvements. Form WH-119 (Capital Improvement Project Cost Comparison Estimate) may be used to report the agency's least cost analysis.

Completed forms should be mailed to:

Prevailing Wage Rate Unit  
Wage and Hour Division  
Bureau of Labor and Industries  
800 N.E. Oregon St., # 32  
Portland, OR 97232





CONTRACT FEE SECTION  
PREVAILING WAGE RATE UNIT  
BUREAU OF LABOR AND INDUSTRIES  
800 N.E. OREGON ST., #32  
PORTLAND, OR 97232  
PHONE: (503) 731-4723  
FAX: (503) 731-4606

**PUBLIC WORK CONTRACT FEE INFORMATION FORM**

(For use by contractors in complying with ORS 279.375)

**CONTRACTORS:** Please complete and mail this form to BOLI at the above address, along with the appropriate fee (1/10th of 1% of the contract price\*) payable to BOLI. The minimum fee is \$100; the maximum fee is \$5,000.00. Without the following completed information, the bureau may be unable to properly credit you for payment received.

**BUSINESS NAME (DBA):** \_\_\_\_\_ **CCB#:** \_\_\_\_\_

**MAILING ADDRESS:** \_\_\_\_\_ **PHONE:** ( ) \_\_\_\_\_

**PROJECT NAME:** \_\_\_\_\_

**PROJECT NUMBER:** \_\_\_\_\_ **PROJECT LOCATION:** \_\_\_\_\_

**AGENCY AWARDING CONTRACT:** \_\_\_\_\_

**AGENCY CONTACT PERSON:** \_\_\_\_\_ **PHONE:** ( ) \_\_\_\_\_

**CONTRACT AMOUNT:** \_\_\_\_\_ **DATE AWARDED:** \_\_\_\_\_

**DATE WORK BEGAN:** \_\_\_\_\_

\*Contract amount X .001

(Please duplicate this form for future use)



CONTRACT FEE SECTION  
PREVAILING WAGE RATE UNIT  
BUREAU OF LABOR AND INDUSTRIES  
800 N.E. OREGON ST., #32  
PORTLAND, OR 97232  
PHONE: (503) 731-4723  
FAX: (503) 731-4606

**PUBLIC WORK CONTRACT FEE ADJUSTMENT FORM**

THIS FORM TO BE USED FOR RECONCILIATION OF FEES UPON COMPLETION OF  
PUBLIC WORKS PROJECTS

(As required by ORS 279.375 and OAR 839-016-0210)

**CONTRACTORS:** Complete and mail this form to BOLI at the above address after completion of the public work project and not less than 30 days after the final payment by the contracting agency. Contractors are required to determine the final contract price, including all change orders or other adjustments to the original contract price, and to calculate the adjusted prevailing wage rate fee based on the revised contract price. Documentation must be included to support the final contract price. Documentation of the final contract price may consist of change orders or other contract documents substantiating the amount of the contract. The prevailing wage rate fee of .001 (1/10th of 1%) shall be applied to the final contract price, with credit taken for fees already submitted. The contractor must submit any additional fee payable to BOLI with the adjustment form or requests for refund if applicable. **NO ADDITIONAL FEE IS REQUIRED TO BE PAID, AND REFUNDS WILL NOT BE MADE, FOR RECONCILED AMOUNTS OF LESS THAN \$100.00.**

**BUSINESS NAME (DBA):** \_\_\_\_\_ **CCB#:** \_\_\_\_\_

**MAILING ADDRESS:** \_\_\_\_\_ **PHONE:** (\_\_\_\_) \_\_\_\_\_  
(STREET OR PO BOX #, CITY, STATE, ZIP)

**PROJECT NAME:** \_\_\_\_\_

**PROJECT NUMBER:** \_\_\_\_\_ **PROJECT LOCATION:** \_\_\_\_\_

**AGENCY AWARDED CONTRACT:** \_\_\_\_\_

**DATE AWARDED:** \_\_\_\_\_

**FINAL CONTRACT AMOUNT:** \_\_\_\_\_  
(Include all change orders and adjustments to the contract price)

**FINAL FEE DUE:** \_\_\_\_\_  
(Final Contract amount X .001)

**ORIGINAL CONTRACT AMOUNT:** \_\_\_\_\_

**INITIAL FEE PAID:** \_\_\_\_\_  
(Contract amount X .001)

**BALANCE DUE\*:** \_\_\_\_\_

**REFUND DUE\*:** \_\_\_\_\_

\*Final contract fee less initial fee paid

<b>Sample Calculation:</b>			
<b>Final Contract Amount:</b>	<b>\$ 400,000.00</b>	<b>Final Fee Due:</b>	<b>\$ 400.00</b>
<b>Original Contract Amount:</b>	<b>- 300,000.00</b>	<b>Initial Fee Paid:</b>	<b>- 300.00</b>
<b>Total Adjustment:</b>	<b>\$ 100,000.00</b>	<b>Additional Amount Due:</b>	<b>\$ 100.00</b>

(Please duplicate this form for future use)

## **GOVERNMENTAL AFFAIRS COMMITTEE REPORT**

**CONSIDERATION OF RESOLUTION NO. 01-3158A, FOR THE PURPOSE OF EXEMPTING FROM COMPETITIVE BIDDING REQUIREMENTS AND AUTHORIZING THE RELEASE OF RFP# 02-1004 ZOO FOR PBX REPLACEMENT AT THE OREGON ZOO**

---

Date: February 19, 2002

Presented by: Councilor Monroe

**Committee Recommendation:** At its February 14 meeting, the committee considered Resolution No. 01-3158A and voted unanimously to send the resolution, as amended, to the Council for adoption. Voting in favor: Councilors Burkholder and Monroe and Chair Bragdon.

**Background:** Metro Code section 2.04.054 authorizes the use of a request for proposals contracting process provided that findings are made that the use of such an approach does not discourage competition.

### **Committee Discussion:**

Kathy Kiaunis, Deputy Zoo Director, presented the staff report. She explained that the zoo's current telephone system is the system that was used at the old Metro Regional Center prior to 1993. The system is no longer technologically current and need now exceeds the system's capacity. The zoo is requesting the use of a request for proposals contracting process to allow it to explore a variety of options for the purchase of a new or used system to replace the current system. The proposed system replacement is not in the current budget or the adopted CIP. A budget amendment concerning the project will be filed with Council shortly.

It was noted that the resolution documentation did not include a project detail sheet, which is necessary to amend the CIP amendment. Ms. Kiaunis introduced a detail sheet which was acceptable to the committee and the CIP coordinator. The committee amended the resolution to include the detail sheet.

The committee had no other questions.

Agenda Item Number 9.1

**Resolution No. 02-3159, For the purpose of Authorizing the Executive Officer to Purchase the Taber Property as an Addition to Howell Territorial Park.**

*Executive Session*

Metro Council Meeting  
Thursday, February 28, 2002  
Metro Council Chamber

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING THE ) RESOLUTION NO 02-3159  
EXECUTIVE OFFICER TO PURCHASE THE TABER )  
PROPERTY AS AN ADDITION TO HOWELL ) Introduced by: Mike Burton  
TERRITORIAL PARK ) Executive Officer

WHEREAS, in July 1992, Metro completed the Metropolitan Greenspaces Master Plan which identified a desired system of natural areas interconnected with greenways and trails, and designated Howell Territorial Park as an area of regional significance; and

WHEREAS, at the election held on May 16, 1995, the Metro area voters approved the Open Spaces, Parks and Streams bond measure (Ballot Measure 26-26) which authorized Metro to issue \$135.6 million in general obligation bonds to finance land acquisition and capital improvements; and

WHEREAS, The Open Space, Parks and Streams bond measure set aside funds for local government projects, and Metro agreed to be responsible for the Multnomah County portion of the local share funds; and

WHEREAS, Metro Resolution No. 96-2349, authorized Metro to enter into a Right of First Refusal and to acquire the Taber Property, if funds became available; and

WHEREAS, Metro Resolution No. 02-3147, established the Taber Property as a Multnomah County local share project; and

WHEREAS, Judith Taber-Bridge ("Seller") will only sell the Taber Property on the condition that Metro accept the Property "AS-IS, WHERE-IS" as to its environmental condition; and

WHEREAS, Metro's Phase I environmental assessment revealed "no evidence of recognized environmental conditions" in connection with the Taber Property; and

WHEREAS, because the "AS-IS, WHERE-IS" disclaimer demanded by the Seller shifts liability, requiring Metro to assume a larger share of the risk that the Taber Property may suffer from some latent environmental defect, it is necessary that the Metro Council approve Metro's acquisition of the Taber Property subject to such terms; now therefore

BE IT RESOLVED,

That the Metro Council authorizes the Metro Executive Officer to purchase the Taber Property, legally described in Exhibit A attached hereto, as an addition to Howell Territorial Park.

ADOPTED by the Metro Council this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

\_\_\_\_\_  
Carl Hosticka, Presiding Officer

Approved as to Form:

\_\_\_\_\_  
Daniel B. Cooper, General Counsel

**EXHIBIT "A"**  
**Legal Description**

A tract of land being in Section 21, Township 2 North, Range 1 West of the Willamette Meridian, in the County of Multnomah and State of Oregon, more particularly described as follows:

Beginning at a 1 inch iron pipe, said iron pipe being located South 47° 36' 01" East 2106.61 feet from the Northwest corner of the James F. Bybee Donation Land Claim; thence South 17° 21' 00" East 272.31 feet; thence South 72° 39' 00" West 418.97 feet; thence South 45° 43' 00" East 254.00 feet; thence North 72° 39' 00" East 1460.14 feet; thence North 17° 21' 00" West 209.00 feet; thence North 72° 39' 00" East 536.14 feet to the Westerly bank of the Gilbert River; thence along said Westerly river bank Northwesterly 317.50 feet, more or less, to a 5/8 inch iron rod; thence leaving said Westerly river bank South 72° 28' 10" West 1575.76 feet to the point of beginning.

## **STAFF REPORT**

### **IN CONSIDERATION OF RESOLUTION NO. 02-3159 FOR THE PURPOSE OF AUTHORIZING THE EXECUTIVE OFFICER TO PURCHASE THE TABER PROPERTY AS AN ADDITION TO HOWELL TERRITORIAL PARK**

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Date: January 25, 2002

Prepared by: Nancy Chase  
Joel Morton

## **BACKGROUND**

This resolution requests that the Metro Council authorize the Executive Officer to purchase property with "AS-IS, WHERE-IS" conditions from Judith Taber-Bridge (the "Taber Property" or "Property").

In 1996, Metro purchased 20.76 acres from Marge Taber, adjacent to Howell Territorial Park on Sauvie Island in unincorporated Multnomah County. The transaction also included a Right of First Refusal for Metro to acquire 19.5 adjacent acres, representing most of Marge Taber's remaining property.

The original Howell family pioneer homestead encompassed the Taber Property as well as what is now Howell Territorial Park. Consequently, the Taber Property has been considered integral to the long-range vision for the Park. The Howell Territorial Park Master Plan, adopted by the Metro Council in April 1997, identified this property as a desirable addition to the park.

Benefits would include:

- Legally buildable lot for future caretaker residence.
- Expands buffer between park facilities and adjacent farm operations.
- Recaptures an additional portion of the historic Bybee Donation Land Claim.
- Provides enhanced opportunity to re-establish savannah Oregon white oak habitat.

Judith Taber-Bridge, Marge Taber's heir, now wishes to sell the Taber Property and recently offered it to Metro as required under the Right of First Refusal. The Executive Officer subsequently entered into an Agreement of Purchase and Sale to acquire the Taber Property at appraised value. The property contains a manufactured home, several outbuildings, and has 319 feet of frontage on the Gilbert River.

A standard Metro contract includes a number of clauses wherein the owner makes representations regarding the condition of the property and warrants their truthfulness. In this case, Judith Taber-Bridge has recently received the Property and is unwilling to make the standard representation that the Property suffers from no environmental defects. Therefore, she has disclaimed all representations and warranties about the environmental condition of the Property, requiring that Metro purchase it "AS-IS, WHERE-IS." Because all of Judith Taber-Bridge's predecessors in interest to the Property are now dead, Metro will have no recourse to either the Seller or a prior owner if a claim arises related to the Taber Property's environmental condition.

Metro has commissioned a Phase I environmental site assessment on the Taber Property. The results of this assessment will be known by the time this resolution reaches Metro Council. However, confidence is high that the Phase I assessment will report that no "recognized environmental conditions" exist, based on the initial assessment of Metro staff and a recent visit to the Property by hazardous waste technicians from Metro's Central Transfer station, who removed several intact drums of old, unused farm chemicals.

The "AS-IS, WHERE-IS" clause demanded by Judith Taber-Bridge requires Metro to assume a larger share of the risk in the event that the property suffers from some latent environmental defect. It is therefore necessary that the Metro Council approve of Metro's acquisition of the property under these conditions.

### **ANALYSIS/INFORMATION**

#### **1. Known Opposition**

Not aware of any at this time.

#### **2. Legal Antecedents**

Metro Council Resolution 96-2349 authorized the Executive Officer to enter into both an Agreement of Purchase and Sale for 20 acres subsequently bought by Metro, and a Right of First Refusal to buy another 19.5 acres owned by Marge Taber, Judith Taber-Bridge's mother. Metro Council Resolution 02-3147, a companion piece of legislation, proposes to reallocate Multnomah County Local Share funds, authorizing the expenditure of Bond Measure 26-26 Multnomah County Local Share funds to acquire the Taber Property.

#### **3. Anticipated Effects**

Refer to Background section.

#### **4. Budget Impacts**

The funds used to pay for the property are from the Multnomah County Local Share component of the Open Space, Parks and Streams bond measure. There are sufficient funds available.

### **RECOMMENDED ACTION**

The Executive Officer recommends passage of Resolution No. 02-3159



Agenda Item Number 9.2

**Resolution No. 02-3162, For the Purpose of Authorizing the Executive Officer to Purchase the Sho International Property in the Willamette Narrows Section of the Willamette River Greenway Target Area.**

*Executive Session*

Metro Council Meeting  
Thursday, February 28, 2002  
Metro Council Chamber

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING THE	)	RESOLUTION NO. 02-3162
EXECUTIVE OFFICER TO PURCHASE THE SHO	)	
INTERNATIONAL PROPERTY IN THE WILLAMETTE	)	
NARROWS SECTION OF THE WILLAMETTE	)	Introduced by Mike Burton,
RIVER GREENWAY TARGET AREA	)	Executive Officer

WHEREAS, in July 1992, Metro completed the Metropolitan Greenspaces Master Plan which identified a desired system of natural areas interconnected with greenways and trails; and

WHEREAS, at the election held on May 16, 1995, the Metro area voters approved the Open Spaces, Parks and Streams bond measure (Ballot Measure 26-26) which authorized Metro to issue \$135.6 million in general obligation bonds to finance land acquisition and capital improvements; and

WHEREAS, on March 14, 1996, via Resolution 96-2307, the Metro Council adopted a refinement plan for the Willamette Narrows section of the Willamette River Greenway regional target area, which included a confidential tax-lot specific map identifying priority properties for acquisition; and

WHEREAS, Sho International has agreed to sell and Metro has agreed to buy an approximately 30-acre parcel that lies in Tier I of the Willamette Narrows target area, as described in the attached Exhibit A, conditional on Metro Council approval; and

WHEREAS, on September 27, 2001, the Metro Council approved Resolution 01-3106, modifying the Open Spaces Implementation Work Plan and Open Spaces Acquisition regional target area refinement plans to require Metro Council approval of all acquisitions in target areas where minimum acreage goals have been met; and

WHEREAS Metro has exceeded the minimum 75-acre goal established for the Willamette Narrows Section of the Willamette River Greenway target area, and therefore purchase of the Sho International property requires formal Metro Council authorization pursuant to Council Resolution 01-3106; now therefore

BE IT RESOLVED that the Metro Council authorizes the Metro Executive Officer to purchase the Sho International Property as identified in Exhibit A, in accordance with the terms and conditions set forth in the Agreement of Purchase and Sale for this Property.

ADOPTED by the Metro Council this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

\_\_\_\_\_  
Carl Hosticka, Presiding Officer

Approved as to Form:

\_\_\_\_\_  
Daniel B. Cooper, General Counsel

## Exhibit A

A parcel of land in the Southeast one-quarter of Section 3 and the Northeast one-quarter of Section 10, Township 3 South, Range 1 East of the Willamette Meridian, and in the Mahlan Brock Donation Land Claim No. 55, in the County of Clackamas and State of Oregon, said parcel being more particularly described as follows:

Beginning at the most Northerly corner of Partition Plat 1993-166 Parcel I; thence South  $66^{\circ}32'45''$  West, 729.92 feet; thence South 44.26 feet; thence South  $23^{\circ}57'25''$  East, 52.95 feet; thence South  $14^{\circ}01'58''$  East, 22.17 feet; thence South  $05^{\circ}11'35''$  East, 79.19 feet; thence South  $32^{\circ}36'44''$  East, 53.19 feet; thence South  $25^{\circ}24'07''$  East, 79.36 feet; thence South  $06^{\circ}03'39''$  East, 147.54 feet; thence South  $39^{\circ}07'28''$  West, 187.58 feet; thence South  $16^{\circ}58'28''$  East, 36.17 feet; thence South  $17^{\circ}33'15''$  West, 60.47 feet; thence South  $56^{\circ}19'51''$  West, 317.19 feet; thence South  $00^{\circ}10'09''$  East, 48.35 feet; thence South  $06^{\circ}34'43''$  East, 60.90 feet; thence South  $13^{\circ}27'07''$  West, 289.51 feet; thence North  $86^{\circ}54'28''$  West, 116.10 feet (from this point, the Northeast corner of the Mahlan Brock Donation Land Claim No. 55 bears South  $00^{\circ}23'14''$  West, 64.22 feet); thence continuing North  $86^{\circ}54'28''$  West, 720.88 feet; thence South  $00^{\circ}14'50''$  West, 115.57 feet; thence North  $88^{\circ}27'04''$  East, 22.27 feet; thence South  $89^{\circ}49'44''$  East, 210.14 feet; thence South  $79^{\circ}52'15''$  East, 59.86 feet; thence North  $88^{\circ}05'24''$  East, 63.17 feet; thence South  $33^{\circ}40'42''$  East, 37.95 feet; thence South,  $12^{\circ}40'30''$  East, 86.32 feet; thence South 42.11 feet; thence South  $29^{\circ}31'40''$  West, 72.59 feet; thence South  $03^{\circ}21'54''$  West, 35.86 feet; thence South  $39^{\circ}16'37''$  East, 59.84 feet; thence South  $63^{\circ}25'29''$  East, 42.36 feet; thence North  $83^{\circ}24'54''$  East, 55.08 feet; thence North  $45^{\circ}41'41''$  East, 120.58 feet; thence North  $27^{\circ}32'32''$  East, 54.62 feet; thence North 105.28 feet; thence East 71.56 feet; thence South  $73^{\circ}00'07''$  East, 79.23 feet; thence South  $18^{\circ}25'36''$  West, 93.21 feet; thence South  $06^{\circ}17'28''$  West, 288.09 feet; thence South  $38^{\circ}11'55''$  West, 125.92 feet; thence South  $23^{\circ}47'47''$  West, 352.31 feet; thence South  $42^{\circ}48'49''$  West, 265.93 feet; thence South  $14^{\circ}15'09''$  West, 215.91 feet; thence South  $64^{\circ}47'17''$  West, 235.47 feet; thence South  $09^{\circ}17'26''$  West, 85.26 feet; thence South  $43^{\circ}38'33''$  East, 107.83 feet; thence South  $17^{\circ}21'07''$  West, 87.98 feet; thence South  $67^{\circ}26'24''$  West, 142.24 feet; thence South  $05^{\circ}50'32''$  West, 221.67 feet; thence South  $19^{\circ}02'40''$  West, 54.67 feet; thence South  $04^{\circ}37'55''$  West, 34.88 feet; thence South  $15^{\circ}28'21''$  West, 185.51 feet; thence South  $04^{\circ}51'39''$  East, 86.14 feet; thence South  $01^{\circ}58'24''$  West, 158.97 feet; thence South  $09^{\circ}27'18''$  East, 33.32 feet; thence South  $09^{\circ}44'01''$  West, 28.11 feet; thence South  $23^{\circ}04'12''$  West, 83.00 feet; thence South  $04^{\circ}57'58''$  West, 57.81 feet; thence South  $22^{\circ}49'07''$  West, 51.61 feet; thence South  $04^{\circ}18'46''$  West, 66.54 feet; thence South  $21^{\circ}00'19''$  West, 121.44 feet; thence South  $34^{\circ}41'41''$  West, 57.48; thence South  $12^{\circ}07'00''$  West, 13.47 feet; thence South  $07^{\circ}16'27''$  West, 77.02 feet; thence South  $71^{\circ}51'07''$  East, 31.54 feet to a point on the Westerly line of that parcel described in Deed Fee No. 76-21330 as recorded in the Clackamas County Deed Records on June 25, 1976; thence Northeasterly tracing said Westerly line the following courses and distances; North  $18^{\circ}08'13''$  East, 173.58 feet; thence North  $15^{\circ}32'45''$  East, 1371.75 feet; thence North  $38^{\circ}05'37''$  East, 945.66 feet to a point on the East line of the Mahlan Brock Donation Land Claim No. 55; thence North  $00^{\circ}23'14''$  East, along said East line, 437.48 feet to the Southerly Southwest corner of Lot 1 of Section 10, Township 3 South, Range 1 East, of the Willamette Meridian; thence leaving said East line along the South line of said Lot 1, South  $89^{\circ}45'10''$  East, 885.67 feet to a point on the left bank of the Willamette River; thence downstream, tracing said left bank the following courses and distances; North  $05^{\circ}09'51''$  East, 457.00 feet; thence North  $32^{\circ}26'55''$  East, 372.06 feet; thence leaving said left bank, North  $60^{\circ}56'50''$  West, 535.51 feet; thence North  $26^{\circ}31'54''$ , 1047.86 feet to the point of beginning.

## STAFF REPORT

### IN CONSIDERATION OF RESOLUTION NO. 02-3162 FOR THE PURPOSE OF AUTHORIZING THE EXECUTIVE OFFICER TO PURCHASE THE SHO INTERNATIONAL PROPERTY IN THE WILLAMETTE NARROWS SECTION OF THE WILLAMETTE RIVER GREENWAY TARGET AREA

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Date: February 11, 2002

Presented by: Charles Ciecko  
Jim Desmond

## BACKGROUND

Resolution No. 02-3162 requests authorization for the Executive Officer to purchase the 30-acre Sho International property (hereafter referred to as "the Property") in the Willamette Narrows section of the Willamette River Greenway.

This resolution proposes to authorize the purchase of the Property subject to the terms of Purchase and Sale Agreement executed by the Property owners and Metro. The purchase of the Property requires Metro Council authorization pursuant to Resolution 01-3106 ("For The Purpose of Modifying The Open Spaces Implementation Work Plan and Open Spaces Acquisition Regional Target Area Refinement Plans To Direct Future Acquisitions Of Properties That Satisfy Specific Identified Criteria") because Metro has previously exceeded the minimum 75-acre goal established for the target area.

Acquisition of the property is recommended because:

- (a) the Property meets the specific criteria identified in Resolution 01-3106;
- (b) the Property was identified as an acquisition necessary for the completion of the target area at the discussions held in connection with the adoption of Resolution 01-3106; and
- (c) the Property was identified as a "Tier 1" acquisition priority in the confidential tax lot map approved in connection with the adoption the refinement plan for the Willamette Narrows target area, which outlined a land protection strategy for target area, all pursuant to Resolution 96-2307 ("For The Purpose Of Approving A Refinement Plan For The Willamette Narrows Section Of The Willamette River Greenway, As Outlined In The Open Space Implementation Work Plan").

Metro has entered into an agreement with the owner, Sho International, to purchase approximately 30 acres located below the Oregon Golf Course, adjacent to the Willamette River, just south of West Linn, Oregon. The Property comprises a number of tax parcels that are zoned for forest use and contains 947 feet of Willamette River frontage. An adjacent 3-acre parcel, formerly owned by Sho International, was foreclosed for property taxes by Clackamas County and may be available to Metro in the future. The parcels also contain easements for golf course use, however the property is still essential for open space purposes. This site provides a critical connection between existing Metro properties, is a key connection for a trail and wildlife corridor along the Willamette River and is highly visible to recreation users on the river. The site has been harvested for timber in the past but still contains stands of oak and madrone with scattered Douglas fir. Of special interest is a logging road that bisects the Property and could serve as an informal trail.

Currently, the Property represents a gap in public ownership in the Willamette Narrows target area. Metro owns other parcels immediately adjacent to the Property on the north and south. Because the Property is located amidst Metro lands, it remains key to the assemblage of the regional scale natural area contemplated by the target area refinement plan. The acquisition of this 30-acre parcel would result in total assemblage of 231 contiguous acres under the ownership of Metro or State Of Oregon Parks.

Acquiring the Property meets two Tier I objectives of the target area refinement plan:

- “Acquire the steeply sloped areas north of the state parcel that are undergoing timber harvesting.”
- “Acquire large blocks of contiguous wooded area for habitat value, including remnant areas of oak on the south facing slopes.”

## **FINDINGS**

Acquisition of the Property with the above-stated terms is recommended based on the following:

- The Property lies in Tier I of the Willamette Narrows section of the Willamette River Greenway target area and fulfills the goals of the refinement plan.
- The Property has significant natural and scenic resource values, including approximately 947 feet of frontage on the Willamette River and oak and madrone habitat.
- The Property bordered on the north and south by existing Metro ownership and is one of the last key parcels necessary to accomplish the assemblage of a regional scale natural area, consistent with the goals and objectives as set forth in the target area refinement plan.
- While the overall minimum acreage goal of the target area has been exceeded, the acquisition of this Property is highly desirable from a regional perspective due to its natural area features, connectivity to previously acquired Metro Open Space sites, Willamette River frontage, opportunity to preserve important woodland habitat, and its proximity to the rapidly growing West Linn area.

## **ANALYSIS/INFORMATION**

### **1. Known Opposition**

None.

### **2. Legal Antecedents**

In May 1995, the Metro area voters approved the Open Spaces, Parks and Streams Bond Measure that authorized Metro to issue \$135.6 million in general obligation bonds to finance land acquisition and certain park-related capital improvements. Metro Code 2.04.026 (a) (3) requires that the Executive Officer obtain the authorization of the Metro Council prior to executing any contract for the purchase of real property. The Open Spaces Implementation Work Plan, adopted by the Metro Council via Resolution 96-2424 (“For The Purpose Of Authorizing The Executive Officer To Purchase Property With Accepted Acquisition Guidelines As Outlined In The Amended Open Spaces Implementation Work Plan”) established acquisition parameters that authorize the Executive Officer to purchase property, within the Council-approved target area refinement plan maps. Via Resolution 96-2307 (“For The Purpose Of Approving A Refinement Plan For the Willamette Narrows Section Of The Willamette River Greenway, As Outlined In The Open Space Implementation Work Plan”), the Metro Council adopted a refinement plan, which outlined a land protection strategy for the Willamette Narrows. Through that

resolution, the Metro Council also approved the target area refinement plan tax-lot specific map, which includes the subject Sho International property as a Tier I priority.

On September 27, 2001, the Metro Council adopted Resolution 01-3106, which modifies the Open Spaces Implementation Work Plan. Section A of that resolution requires that the Metro Council formally authorize all acquisitions that do not satisfy at least one of six criteria, including two criteria that would apply to this acquisition, as a result of the Property being "located in existing identified gaps in public ownership in critical wildlife corridors, trails or greenways identified in the bond measure," and the Property being "adjacent to existing Metro or other public ownership or conservation group-owned properties, and are key remaining parcels necessary to accomplish the assemblage of a regional scale natural area..." Section B of Resolution 01-3106 requires Metro Council approval of new acquisitions in target areas where minimum acreage goals (as established in the bond measure) have been met.

During the consideration of Resolution 01-3106, the Property was specifically identified by staff as one that Metro had been trying to acquire because it was considered essential to the completion of the target area. Staff was in fact engaged in negotiations to purchase the Property for a long period prior to the adoption of Resolution 01-3106.

This resolution proposes to authorize the purchase of the Property subject to the terms of Purchase and Sale Agreement executed by the Property owners and Metro. The proposed acquisition satisfies more than one of the listed criteria set forth in Resolution 01-3106(A), but because Metro has exceeded the minimum 75-acre goal established for the target area, Resolution 01-3106(B) requires that the purchase of the Property be authorized by the Metro Council prior to acquisition.

### **3. Anticipated Effects**

Acquisition of this property will achieve contiguous ownership of public properties, and is a key connection for future trail access.

### **4. Budget Impacts**

After the acquisition of this Property, approximately \$9,331,515 will remain of unrestricted regional bond funds.

## **RECOMMENDED ACTION**

The Executive Officer recommends passage of Resolution No. 02-3162.

**NATURAL RESOURCES COMMITTEE REPORT**

CONSIDERATION OF RESOLUTION NO. 02-3159, FOR THE PURPOSE OF AUTHORIZING THE EXECUTIVE OFFICER TO PURCHASE THE TABER PROPERTY AS AN ADDITION TO HOWELL TERRITORIAL PARK

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Date: February 28, 2002

Presented by: Councilor McLain

**Committee Action:** At its February 20, 2002 meeting, the Natural Resources Committee voted 3-1 to recommend Council adoption of Resolution 02-3159. Voting in favor: Councilors Atherton, Hosticka and McLain. Voting no: Councilor Park.

**Background:** Charlie Ciecko, Regional Parks and Greenspaces department director, made the staff presentation. This resolution authorizes purchase of a 19.5 acre parcel adjacent to Howell Territorial Park, on Sauvie Island. A 20.76 acre parcel was purchased by Metro in 1996 from the same seller, as part of Multnomah County's "local share" program. In 1997, the Howell Territorial Park Master plan, adopted by the Metro Council, identified this parcel as a desirable addition to the park.

**Existing Law:** This purchase is consistent with the Howell Territorial Park masterplan, and with the IGA governing Metro's management of Multnomah local share funds.

**Budget Impact:** There are sufficient funds in the parks department budget to purchase this property. A companion resolution 02-3147, reallocated some Multnomah County local share dollars to assist in the purchase of this property.

**Committee Issues/Discussion:** The committee discussed certain aspects of this resolution in executive session. At issue in public discussion is whether Multnomah County is, or will be, willing to allow further development of the park to move forward. At this time the answer to that issue is not fully resolved. Several committee members support this purchase because it is consistent with the park masterplan, because it is supported by the Regional Parks and Greenspaces Technical Advisory Committee and because they feel that it complements the financial value of parcels already owned by Metro at the park.

**NATURAL RESOURCES COMMITTEE REPORT****CONSIDERATION OF RESOLUTION NO. 02-3147, FOR THE PURPOSE OF REALLOCATING A PORTION OF THE MULTNOMAH COUNTY LOCAL SHARE FUNDS FROM THE METRO OPEN SPACES BOND**

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Date: February 26, 2002

Presented by: Councilor Atherton

**Committee Action:** At its February 20, 2002 meeting, the Natural Resources Committee voted 4-0 to recommend Council adoption of Resolution 02-3147. Voting in favor: Councilors Atherton, Hosticka, Park and McLain.

**Background:** Charlie Ciecko, director, Regional Parks and Greenspaces Dept., made the staff presentation. Proposed allocation of Multnomah County local share money affects four projects, as detailed in the staff report: Ancient Forest Capital Improvements, Howell Territorial Park Capital Improvements M. James Gleason Boat Ramp Improvements, and Smith and Bybee Lakes Capital Improvements.

In the case of Howell Territorial Park on Sauvie Island, the resolution proposes to fund up to \$310,000 for land acquisition, rather than for capital improvements.

**Existing Law:** Metro Resolution 99-2763 established the current allocation of funds for Multnomah County local greenspace projects. The Intergovernmental Agreement with Multnomah County involving local share funds, requires that any reallocation of funds must be approved by the Metro Council through a public process.

**Budget Impact:** The reallocation of these funds does not affect the Department's budget.

**Committee Issues/Discussion:**

A committee discussion ensued concerning aspects of Multnomah County's position relative to these expenditures in aggregate, and related to Howell Park specifically. The county chair's office has verbally OK'd the components of resolution 02-3147, but has sent no formal letter. At the same time the county has delayed permits for further improvements at the park. The committee also focused on the proposed acquisition of a parcel adjacent to the park. This acquisition was subject of a separate resolution later in the committee's agenda. Several councilors questioned acquiring additional acreage for the park, if the County prohibits further development of it.

The committee put aside action on the resolution and took action on resolution 02-3159, approving purchase of the adjacent property.

After resuming action on this resolution, the committee agreed to recommend council adoption on a 4-0 vote.



**METRO**

Date: February 28, 2002

To: Carl Hosticka, Presiding Officer  
Metro Council

From: Suzanne Myers Harold ~~et al~~  
MPAC Coordinator

RE: MPAC Action on Proposed Methodology for Subregional Analysis

After a lively debate, MPAC took the following action at its meeting last night:

**Motion:**

Commissioner Neeley, with a second from Mr. Hartsock, moved to recommend to the Metro Council to consider the proposed approach and determine whether to forward the methodology to LCDC.

**Vote on Motion:**

The motion passed 11 to 6.  
In favor: Mayor Becker, Ms. Darcy, Mayor Drake, Mayor Grant, Mr. Gronke, Mr. Hartsock, Mayor Hughes, Chair Jordan, Mayor Kidd, Mr. Knudsen, Commissioner Neeley.  
Opposed: Mr. Giusto, Mayor Katz, Ms. Mattson, Councilor Ripma, Commissioner Saltzman, Mr. Zehren.

Debate focused on the question of whether MPAC's action constituted a policy decision, and whether it would be possible to delay action until the next meeting to allow for further debate.

# M E M O R A N D U M

600 NORTHEAST GRAND AVENUE | PORTLAND, OREGON 97232 2736  
TEL 503 797 1700 | FAX 503 797 1797



**METRO**

Date: February 21, 2002

To: Metro Policy Advisory Committee

From: Andy Cotugno, Director  
Planning Department

Re: ***MPAC Subregional Subcommittee Recommendation***

In your agenda packet is a memorandum listed under agenda item 7, " Policy Analysis of Subregional Issues – Proposed Methodology." The memorandum contains the MPAC subcommittee recommendation on a methodological approach to the subregional issue. Subregional analysis is part of Metro's Urban Growth Boundary Periodic Review work program. The recommendation from the subcommittee does not provide specifics as to the viability or conclusions of a subregional analysis. What is recommended is an approach that is consistent with regional policies and locally identified policy issues.

## Summary

The foundation for the analysis focuses on the 2040 centers and industrial areas. The analysis will begin with the centers and industrial areas as a focal point for data analysis on factors such as trip length, labor force and housing affordability. Likely, through the analysis process we will learn that we can aggregate the centers into large subareas. The main questions we will explore are: "Are we achieving the 2040 goals?" and "Are there unintended negative consequences on a subregional basis as a result of our land use policies?" Some of the proposed measures are:

- Percent of workers drawn from the larger subarea to work in the center
- Average work trip length
- Non-SOV mode share for work trips
- Percent of non-work trips to each town center
- Percent of work trips to each industrial area
- Identify affordable housing problems
- Identify excess commutes
- Evaluate key transportation indicators

A complete set of the measures is contained in the memorandum on pages 6 through 9.

The proposed methodology is to carry out a subregional evaluation using MetroScope. A subregional case study will allow us to evaluate whether we can reasonably expect this option

Memorandum  
February 21, 2002  
Page 2

urban growth boundary amendments, on a subregional basis. If there is a conclusion that Metro should proceed with a subregional decision, it would be necessary to introduce code amendments defining the requirements to be addressed for such a decision. If it is concluded that a subregional decision is unnecessary or inappropriate, there will be no further action taken and Metro will complete its Periodic Review on strictly a regional basis.

**Requested MPAC Action**

The subcommittee requests that MPAC make a recommendation to the Metro Council on the adequacy of the proposed approach and recommend whether to forward the methodological approach to the Land Conservation and Development Commission (Commission) for review and comment. The Commission is very interested in reviewing the methodology and has proposed putting it on the April 25-26, 2002 Commission agenda. To facilitate this date, the Metro Council must formally submit the proposal to the Department of Land Conservation and Development early in March.

AC/MW/srb  
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