



METRO

Agenda

MEETING: METRO COUNCIL WORK SESSION
DATE: November 4, 2008
DAY: Tuesday
TIME: 1:00 PM
PLACE: Metro Council Chamber

CALL TO ORDER AND ROLL CALL

- | | | | |
|----------------|-----------|---|-----------|
| 1:00 PM | 1. | DISCUSSION OF AGENDA FOR COUNCIL REGULAR MEETING, NOVEMBER 6, 2008/ADMINISTRATIVE/CHIEF OPERATING OFFICER COMMUNICATIONS | |
| 1:15 PM | 2. | WASTE REDUCTION AT OUTDOOR SCHOOL | Sherburne |
| 2:05 PM | 3. | SELLWOOD BRIDGE UPDATE | Liberty |
| 2:35 PM | 4. | COUNCIL BRIEFINGS/COMMUNICATION | |

ADJOURN

METRO COUNCIL

Work Session Worksheet

Presentation Date: 11/04/08 **Time:** 2:10pm or 2:20pm (?) **Length:** 50 minutes

Presentation Title: Progress Report: Enhanced Waste Reduction Education at Outdoor School

Department: Sustainability Center

Presenters: Freda Sherburne

ISSUE & BACKGROUND

On May 1, Metro Council voted to amend the 2008-09 budget to include up to \$1.4 million in funding for Outdoor School (ODS) programs conducted for metro-area school districts. The major purposes of this project are:

- to complement and expand Metro's education outreach by integrating waste reduction curriculum and practices into Outdoor School programs in the region; and
- to support and expand the opportunity for sixth graders to attend Outdoor School by providing reimbursements to school districts whose sixth grade students attend approved Outdoor School programs.

Project staff reported on progress in developing the program at the 9/9/08 Council work session. In this presentation we will update Council on further progress and seek Council input on the following:

- Request for Qualifications (RFQ) – We propose to identify qualified organizations for providing enhanced waste reduction education at outdoor immersion programs through the RFQ process. The RFQ includes program purpose, description and funding as well as required qualifications for potential providers. (see attached RFQ) We would then create intergovernmental agreements/contracts with qualified organizations to provide waste reduction education through their programs.
- Out-of-Metro-boundary schools – OMA has reviewed the appropriateness of using solid waste funds for this program and found that there are no legal prohibitions for using Solid Waste funds for this program or for including schools that are outside the Metro boundary, but within Clackamas, Multnomah and Washington counties. We will ask for Council direction on the inclusion of out-of-boundary schools. (See attached background information)
- Communications plan – Public Affairs staff has prepared a plan for communicating with stakeholders and working with ODS providers to increase school participation numbers. (See attached plan)
- Curriculum update – A committee, including Metro Sustainability Center staff, ODS staff and metro-area 6th grade teachers has been working to identify appropriate waste reduction curriculum, activities and evaluation tools for integrating waste reduction education into the ODS setting. Products to date include: vision statement, selection criteria and objectives.

Inclusion of out-of-boundary schools in the program – options for Council consideration

Assumptions

- proposed cost per day per student is \$57, which includes reimbursement to schools and 5% administration fee for ODS providers.
- Out-of-Metro-boundary schools have not paid the Regional System Fee through their payments for solid waste collection service; and
- Student counts are based on public school enrollment of 6th graders as of Oct. 1, 2008. We don't have enrollment numbers for private schools. Approximately 700 6th graders from private schools attended ODS during the 2007-08 school year.

Option 1: include all schools within Clackamas, Multnomah and Washington counties.

Arguments in favor: would increase the numbers of 6th graders receiving waste reduction education compared to option 3; would be consistent with the reach of the Regional Solid Waste Management Plan (RWSMP), which encompasses the entirety of the tri-county area.

Arguments against: may tax the capacity for current ODS providers to serve all eligible students.

Financial implications: the potential additional cost for 1,577 out-of-boundary students at \$57 each - \$89,889

Option 2: include only those schools from districts where the majority of schools are located within the Metro boundary. The excluded districts/schools would be Canby, Colton, Estacada, Molalla River, Oregon Trail (except for one school inside the Metro Boundary that could receive reimbursement), Corbett, Banks, Gaston and Sauvie Island School.

Arguments in favor: increases number of students receiving waste reduction education compared to Option 3; districts have paid into the Regional System Fee for the majority, if not all of their schools.

Arguments against: if schools are included that have not paid into the Regional System Fee, excluded districts may feel unfairly treated

Financial implications: the potential additional cost, compared to Option 3, for 372 students in districts that have a majority of their students within the Metro boundary, at \$57/student is \$21,204.

Option 3: include only those schools that are located inside the Metro boundary and/or pay into the Regional System Fee.

Arguments in favor: all schools will have paid into regional system fee.

Arguments against: inconsistent with the reach of the RSWMP to serve the entirety of the tri-county area.

Financial implications: no additional costs.

IMPLICATIONS AND SUGGESTIONS

QUESTION(S) PRESENTED FOR CONSIDERATION

1. Does the Council have any concerns about moving forward with the plan for implementing the program as reflected in the RFQ, communications plan and curriculum development?
2. How would Council like to define the eligibility of out-of-Metro-boundary schools in this program?
3. Are there any outstanding concerns that staff has not addressed?

LEGISLATION WOULD BE REQUIRED FOR COUNCIL ACTION __Yes __X_No
DRAFT IS ATTACHED __Yes __No



METRO

PEOPLE PLACES
OPEN SPACES

Waste Reduction Education
Outdoor Immersion Program Providers

REQUEST FOR QUALIFICATIONS

Submission Deadline: Responses must be received by Metro no later than 3:00 p.m. January 15, 2009

Project Manager:

Freda Sherburne
Waste Reduction Educator
Metro
(503) 797-1522

[Email: Freda.Sherburne@oregonmetro.gov](mailto:Freda.Sherburne@oregonmetro.gov)

Request for Qualifications

I. INTRODUCTION

Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 NE Grand Avenue, Portland, OR 97232-2736, is requesting proposals to establish a list of qualified providers to receive limited funding for:

Waste Reduction Education Outdoor Immersion Programs

The selected Waste Reduction Education Outdoor Immersion Program Providers (“Approved Providers”) will be placed on Metro’s pre-qualified list of providers approved by Metro as qualified to receive partial reimbursement for a portion of its program. Approved Providers shall remain on Metro’s list for a three (3) year period, subject to an annual program and re-qualification review. Metro, at its discretion, may amend, extend or terminate any or all lists or contracts to reflect the change in service needs.

Responses are due no later than January 15, 2009 by 3pm, in Metro's business offices at 600 NE Grand Avenue, Portland, OR 97232-2736.

Details concerning the Program and proposal requirements are contained in this document.

II. BACKGROUND

What is Metro?

Metro is the directly elected regional government that serves more than 1.4 million residents in Clackamas, Multnomah and Washington Counties, and the 25 cities in the Portland, Oregon metropolitan area. Metro embodies the region’s commitment to maintain and enhance the livability of the region. A regional approach is especially important for purposes of protecting habitat, open space, caring for parks, planning for the best use of land, managing garbage disposal and increasing recycling.

Program purpose

Research shows that outdoor science education programs offer students opportunities to develop their knowledge and skills in ways that add value to their everyday experiences, showing direct cause and effect of their actions, as well as having a positive effect on their long-term memory because of the memorable nature of the setting. Enhancing the waste reduction education these students receive in an on-site, hands-on environment strengthens the lessons being taught, helping to increase behaviors related to environmental sustainability.

There are currently approximately 18,000 sixth-grade students in the Metro region, and only 72% attended an outdoor immersion program during the 2007-08 school year. Lack of funding was the primary reason given by schools for not attending an outdoor immersion program, or for attending only a 3 or 4-day program versus a 6-day program.

On May 1, Metro Council voted to amend its 2008-09 budget to include \$1.4 million in funding to expand waste reduction education through outdoor immersion programs conducted for 6th-grade students in the Metro region (“Waste Reduction Education Outdoor Immersion Program” or “Program”). The purpose of this Program is two-fold:

Request for Qualifications

- Complement and expand Metro's waste reduction education outreach by integrating waste reduction curriculum and practices into outdoor immersion programs in the Metro region. Metro conservation and education staff will work with Approved Providers staff to further refine the waste reduction education and activities currently provided as well as to enhance the programs to add new activities; and
- Support and expand the opportunity to integrate approved waste reduction education curriculum into outdoor immersion programs by providing partial reimbursements to school districts whose sixth-grade students attend an approved Waste Reduction Education Outdoor Immersion Program.

Program Funding

To encourage and enhance waste reduction outdoor science education programs, Metro will provide partial reimbursement to pre-approved Waste Reduction Education Outdoor Immersion Program Providers (“Approved Providers”) for 6.5 hours of approved waste reduction curriculum and activities during the course of each 6th-grade student’s week at an outdoor immersion program, as set forth in this RFQ. It is the intent of this Program that Approved Providers will use these funds to extend or maintain current programs at a six-day outdoor immersion level, so that the waste reduction education component becomes fully integrated into the student’s outdoor school curriculum and experience. It is also the intent of this Program that Approved Providers will pass on the reimbursement amount they receive from Metro to the applicable school district and/or student.

“Reimbursable students” are 6th grade students (or 5th grader students when attending with a 5/6 grade classroom that attends an outdoor immersion program every other year) who either attend schools that are located inside the Metro boundary or **XXXXXX**; and for whom no other reimbursement request has been made by any other Approved Providers, and who has attended a pre-qualified Waste Reduction Education Outdoor Immersion Program by an Approved Provider as set forth herein.

Reimbursement amounts shall be calculated by Metro on a per-student basis at the beginning of each school year, and will be based on the amount of funding available from Metro, expected attendance numbers, and estimated cost for 6.5 hours of waste reduction education instruction in an outdoor immersion program. The Reimbursement Amount payable to Approved Providers under this Program for spring 2009 is estimated to be \$60.00 per student per session, plus a 5% administrative fee. Note: Funds will not be provided in a manner that unconstitutionally promotes or inhibits the establishment of religion.

III. DESCRIPTION OF WASTE REDUCTION EDUCATION OUTDOOR IMMERSION PROGRAM

In order to assist Metro in expanding its waste reduction outreach, Metro is seeking to create a group of qualified Waste Reduction Education Outdoor Immersion Program Providers (“Approved Providers”) who are qualified to seek partial reimbursement from Metro for Waste Reduction Education Outdoor Immersion Programs as set forth herein. Metro will provide waste reduction education resources for use by the Approved Providers, as outlined in the Scope of Work attached to the Personal Services Agreement attached hereto.

An Approved Provider shall demonstrate its ability to provide the following services:

1. Provide at least 6.5 hours of approved waste reduction education curriculum and activities during the course of each student’s week at an outdoor education immersion program, which outdoor education immersion program must align to State curriculum goals;
2. Provider’s waste reduction education activities must align to State curriculum goals and Metro’s waste reduction curriculum goals;

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3. Provider's waste reduction education activities must be integrated into Provider's current program including field study, meal programs, recreation, class time with teachers, etc;
4. Submit statements to Metro following each program season ("season" = each spring and/or fall periods containing weekly sessions) containing detailing the waste reduction education activities completed and the amount of time for each activity;
5. Submit Program assessment to Metro following each program season assessing program's effectiveness through pre- and post evaluations (or other agreed upon tools) of a representative sample of students from the provider's service region;
6. Invoice Metro for the number of eligible students attending each week at the end of each fall or spring season for the not-to-exceed amount set forth in the Personal Service Agreement, and demonstrate that each student is eligible for reimbursement: i.e., that the student has attended a pre-qualified Waste Reduction Education Outdoor Immersion Program by an Approved Provider; is a 6th grade students (or 5th grader students when attending with a 5/6 grade classroom that attends an outdoor immersion program every other year); student attends school that is located inside the Metro boundary or **XXXXXX** ; and for whom no other reimbursement request has been made by any other Approved Providers;
7. Provider shall pass on Metro's per/capita reimbursement to school districts or schools.

IV. REQUIRED QUALIFICATIONS/EXPERIENCE

An Approved Provider shall have the following qualifications and experience:

1. At least five (5) years proven history and track record of providing hands-on, science-based curriculum in a natural setting;
2. A demonstrated commitment to using waste reduction and resource conservation practices throughout the program facility;
3. Knowledgeable, experienced and qualified teaching and program staff, each of whom have successfully passed full background checks showing no criminal records and no child-related offenses for any adults having any interaction or access to students;
4. No complaints, violations, claims, legal actions have ever been threatened or taken against the program or the provider, or any responsible person, employee, volunteer, or subcontractor in the program;
5. A current program curriculum, showing that it is aligned to State science curriculum goals and meets all federal and state statutory and constitutional laws and requirements;
6. Provider has legal rights to provide a natural setting outdoor immersion program in specifically identified and available facilities for a minimum of 3 days and 2 nights;
7. Provider has the ability to provide at least 6.5 hours of approved waste reduction curriculum and activities during the course of each student's week at an outdoor immersion program;
8. Provider has specific and applicable experience, knowledge and skills in evaluating Program success and assessing student learning;
9. Provider has specific plan for assessing the program's effectiveness through pre- and post tests (or other agreed upon tools) of a representative sample of students from the provider's service region, following each program season;
10. Provider has specific plan and method for ensuring accurate accounting of student attendance and for submitting accurate reimbursement requests;
11. Provider has the requisite insurance as set forth in the Personal Services Agreement.

V. STANDARD PERSONAL SERVICES AGREEMENT (Appendix A)

Request for Qualifications

Metro requires that each Approved Provider enter into a Personal Services Agreement in the form attached hereto as Appendix A. Proposer must submit any proposed changes to this contract at the time and along with Proposer's response to this RFQ; later suggested changes may not be considered by Metro.

VI. PROPOSAL CONTENTS

The Proposal shall be organized and presented in the following manner and format:

A. Transmittal Letter.

The letter of transmittal shall contain the identification of the Proposer, including business name, tax i.d. number, address and telephone number; and the name, title, address, telephone number, fax number and e-mail address of the designated project manager. It shall also include a statement that the proposal meets all qualifications set forth in this RFQ and that it shall remain valid for a period of not fewer than 90 days from the due date of the proposals.

B. Program Work Plan and Description of Program and Provider Services

Describe in detail your proposed waste reduction education program curriculum, how it will be delivered/presented to students, and how it will integrate into your current program curriculum.

Describe in detail how your proposed program meets each of the criteria set forth in Section III above ("Description of Waste Reduction Education Outdoor Immersion Program").

Identify the number of days in each weekly session and whether that number is being increased due to this Program.

C. Program Facility

Describe how your facility meets the requirements to provide a waste reduction education outdoor immersion experience.

Identify the number of days and nights in your program.

Identify the number of students and the names of the schools and school districts that you anticipate will attend your program each season.

Describe the current waste reduction practices at your program facilities.

D. Qualifications and Experience

Describe in detail how your organization, the staff, and the proposed program meets each of the criteria set forth in Section IV above (re "Required Qualifications and Experience").

Describe how you select your contractors, subcontractors, employees and volunteers who will work on the Program

E. Staffing/Program Manager Designation

Identify a single person as who will be Metro's main contact.

Identify a single person as Program manager who will be responsible for the day-to-day direction and internal management of the program.

Identify all individuals who have management control or authority over the Program or Provider.

F. Accountability

Describe how your organization will evaluate the success of the program, including assessment of student learning of waste reduction concepts.

Describe how Provider tracks student attendance.

Describe Provider's plan for forwarding the Metro reimbursement on to schools.

G. Curriculum and Assessment Development

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Confirm that Provider will provide staff to work cooperatively with Metro education staff to develop waste reduction curriculum and activities, and to develop program assessment tools.

Describe the outreach efforts your organization will make to expand the number of students served by this Program.

H. Exceptions and Comments to Personal Services Agreement

Proposer shall affirmatively state its acceptance of the PSA as set forth in Attachment A. If a Proposer has a comment or wishes to take exception to any specified criteria within this RFQ or the attached Personal Services Agreement, Proposer shall make such comment or state such exception in its Proposal in a succinct and thorough manner, which Metro shall review in determining whether to accept proposer as an Approved Provider.

I. Other Information

Provide any other information that you believe will be helpful in evaluating your proposal.

VII. PROGRAM ADMINISTRATION

Metro will administer this Program; Freda Sherburne, Metro Waste Reduction Educator, will serve as the Metro Project Manager and will manage the resulting contracts.

VIII. PROPOSAL INSTRUCTIONS

A. Submission of Proposals. The proposal should describe the ability of the consultant to perform the work requested, as outlined below. The proposal should be submitted on recyclable, double-sided recycled paper (post consumer content). No waxed page dividers or non-recyclable materials should be included in the proposal.

B. Proposals be mailed or submitted electronically.

1. Regular Mail. One (1) original and four (4) copies of the proposal shall be furnished to Metro, addressed to:

METRO
Attention: Freda Sherburne
“Waste Reduction Education Immersion Program” Proposal
600 NE Grand Avenue
Portland, OR 97232-2736

2. Electronic Submission. Proposals may also be e-mailed to freda.sherburne@oregonmetro.gov, with a copy to darin.matthews@oregonmetro.gov. It is the Proposer’s sole responsibility to determine that an electronically submitted response has been received. Please label the subject line **“Proposal: Waste Reduction Education Immersion Program”**

C. Proposal Deadline

Proposals must be received no later than **3:00 p.m., Pacific Time, January 15, 2009**. Faxed proposals will not be accepted. Late proposals will not be considered.

D. RFQ as Basis for Proposals

This Request for Qualifications represents the most definitive statement Metro will make concerning the information upon which Proposals are to be based. Any verbal information that is not addressed in this RFQ will not be considered by Metro in evaluating the Proposal. All questions relating to this RFQ should be

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addressed in writing to Freda Sherburne at either 600 NE Grand Ave, Portland Oregon 97232-2736 or electronically at freda.sherburne@oregonmetro.gov . Any questions, which, in the opinion of Metro, warrant a written reply or addendum will be furnished to all parties receiving this RFQ. Metro will not respond to questions received after January 2, 2009.

E. Information Release

All Proposers are hereby advised that Metro may solicit and secure background information based upon the information, including references, provided in response to this RFQ. By submission of a proposal all Proposers agree to such activity and release Metro from all claims arising from such activity. In accordance with Oregon Public Records Law (ORS 192), proposals submitted shall be considered part of the public record, except to the extent they are exempted from disclosure.

F. Minority and Women-Owned Business Program

In the event that any subcontracts are to be utilized in the performance of this agreement, the Proposer's attention is directed to Metro Code provisions 2.04.100, which encourage the use of minority, women and emerging small businesses (MWESB) to the maximum extent practical. Copies of these MWESB requirements are available from the Metro Procurement Office, 600 NE Grand Avenue, Portland, OR 97232, (503) 797-1816.

VIII. EVALUATION OF PROPOSALS

- A. Evaluation Procedure: Proposals received that do not conform to the proposal instructions will not be evaluated. The evaluation will take place using the evaluation criteria identified in the following section. Interviews may be requested by Metro prior to final selection of Approved Providers.
- B. Evaluation Criteria: This section provides a description of the criteria that will be used in the evaluation of the proposals to select qualified Approved Providers:

Curriculum Plan/Approach

40%

- integration of waste reduction education
- assessment plan for student learning of waste reduction concepts
- evaluation of Proposal Contents Sections IV B and C above

Experience/Qualification/Staffing

30%

- science-based curriculum aligned with State standards
- immersion in natural setting
- commitment to waste reduction practices
- evaluation of Proposal Contents Sections IV D and E above

Accountability

30%

- program history
- procedure for program evaluation and documentation
- procedure for tracking student attendance
- commitment to passing cost-savings on to schools
- evaluation of Proposal Contents Sections IV F – H above

IX. MISC.

Request for Qualifications

- A. Limitation and Award: This RFQ does not commit Metro to the award of a contract, nor to pay any costs incurred in the preparation and submission of proposals in anticipation of a contract. Metro reserves the right to waive minor irregularities, accept or reject any or all proposals received as the result of this request, negotiate with all qualified sources, or to cancel all or part of this RFQ. Note: Funds will not be provided in a manner that unconstitutionally promotes or inhibits the establishment of religion.
- B. Billing Procedures: Proposers are informed that the billing procedures of the selected firm are subject to the review and prior approval of Metro before reimbursement of services can occur. Contractor's invoices shall include an itemized statement of schools reimbursed (include student attendance data) during the billing period, and shall be submitted to Metro within thirty days after each season, assuming a two-season per year program. Metro shall pay Contractor within 60 days of receipt of an approved invoice.
- C. Validity Period and Authority: The proposal shall be considered valid for a period of at least ninety (90) days and shall contain a statement to that effect. The proposal shall contain the name, title, address, and telephone number of an individual or individuals with authority to bind any company contacted during the period in which Metro is evaluating the proposal.
- D. Conflict of Interest. A Proposer filing a proposal thereby certifies that no officer, agent, or employee of Metro or Metro has a pecuniary interest in this proposal or has participated in contract negotiations on behalf of Metro; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer for the same call for proposals; the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.
- E. Equal Employment and Nondiscrimination Clause Metro and its contractors will not discriminate against any person(s), employee or applicant for employment based on race, color, religion, sex, national origin, age, marital status, familial status, gender identity, sexual orientation, disability for which a reasonable accommodation can be made, or any other status protected by law. Metro fully complies with Title VI of the Civil Rights Act of 1964 and related statutes and regulations in all programs and activities. For more information, or to obtain a Title VI Complaint Form, see www.oregonmetro.gov.

X. APPEAL OF DECISION

Aggrieved proposers who wish to appeal their failure to be selected as an Approved Provider pursuant to this RFQ must do so in writing within seven (7) days of issuance by Metro of the notice of intent to select Approved Providers. Appeals must be submitted in writing to **Darin Matthews, Procurement Officer, 600 NE Grand, Portland, Oregon 97232** and must specifically state the alleged deviation of rule or statute by Metro. Metro will issue a written response to the appeal in a timely manner.

Request for Qualifications

PERSONAL SERVICES AGREEMENT –

WASTE REDUCTION EDUCATION OUTDOOR IMMERSION PROGRAM PROVIDER

Contract # _____

THIS AGREEMENT is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 N.E. Grand Avenue, Portland, OR 97232-2736, and _____, referred to herein as "Approved Provider," located at _____.

In exchange for the promises and other consideration set forth below, the parties agree as follows:

1. **Duration.** This personal services agreement shall be effective _____ and shall remain in effect until and including _____, unless terminated or extended as provided in this Agreement.
2. **Scope of Work.** Approved Provider shall provide all services and materials specified in the attached "Exhibit A -- Scope of Work," which is incorporated into this Agreement by reference. All services and materials shall be provided by Approved Provider in accordance with the Scope of Work, in a competent and professional manner. To the extent that the Scope of Work contains additional contract provisions or waives any provision in the body of this Agreement, the Scope of Work shall control.
3. **Payment.** Metro shall pay Approved Provider for services performed and materials delivered in the amount(s), manner and at the time(s) specified in the Scope of Work for a maximum sum not to exceed _____ AND _____/100THS DOLLARS (\$___), based on a reimbursement rate per student of \$60.00 per session, up to a maximum number of students per approved season of #__.
4. **Insurance** **TO BE REVIEWED BY INSURANCE PROVIDER**.
 - a. Approved Provider shall purchase and maintain at the Approved Provider's expense, the following types of insurance, covering the Approved Provider, its employees, and agents:
 - (1) Broad form comprehensive general liability insurance covering bodily injury and property damage, with automatic coverage for premises, operations, and product liability, shall be a minimum of \$1,000,000 per occurrence. The *policy* must be endorsed with contractual liability coverage; and
 - (2) automobile bodily injury and property damage liability insurance coverage shall be a minimum of 1,000,000 per occurrence.
 - b. Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS. Notice of any material change or policy cancellation shall be provided to Metro 30 days prior to the change or cancellation.
 - c. Approved Provider, its subcontractors, if any, and all employers working under this Agreement that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. Approved Provider shall provide Metro with certification of Workers' Compensation insurance including employer's liability. If Approved Provider has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached, as Exhibit B, in lieu of the certificate showing current Workers' Compensation.
 - d. If required by the Scope of Work, Approved Provider shall maintain for the duration of this Agreement professional liability insurance covering personal injury and property damage arising from errors, omissions, or malpractice. Coverage shall be in the minimum amount of \$500,000. Approved Provider shall provide to Metro a certificate of this insurance, and 30 days' advance notice of material change or cancellation.

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e. Approved Provider 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.

5. Indemnification. Approved Provider shall indemnify, defend and hold Metro, its agents, employees and elected officials harmless for from and against any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of or in any way connected with the Approved Provider's or its agents, subcontractors, employees, actions or omissions in any way related to the activities contemplated in this Agreement and in the Scope of Work.

6. Ownership of Documents and Maintenance of Records. Unless otherwise provided herein, all documents, instruments and media of any nature produced by Approved Provider pursuant to this agreement are Work Products and are the property of Metro, including but not limited to: drawings, specifications, reports, scientific or theoretical modeling, electronic media, computer software created or altered specifically for the purpose of completing the Scope of Work, works of art and photographs. Unless otherwise provided herein, upon Metro request, Approved Provider shall promptly provide Metro with an electronic version of all Work Products that have been produced or recorded in electronic media. Metro and Approved Provider agree that all work Products are works made for hire and Approved Provider hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such Work Products.

a. Approved Provider and subcontractors shall maintain all fiscal records relating to such contracts in accordance with generally accepted accounting principles. In addition, Approved Provider and subcontractors shall maintain any other records necessary to clearly document:

- (1) The performance of the Approved Provider, including but not limited to the Approved Provider's compliance with contract plans and specifications, compliance with fair contracting and employment programs, compliance with Oregon law on the payment of wages and accelerated payment provisions; and compliance with any and all requirements imposed on the Approved Provider or subcontractor under the terms of the contract or subcontract;
- (2) Any claims arising from or relating to the performance of the Approved Provider or subcontractor under a public contract;
- (3) Any cost and pricing data relating to the contract; and
- (4) Payments made to all suppliers and subcontractors.

b. Approved Provider and subcontractors shall maintain records for the longer period of (a.) six years from the date of final completion of the contract to which the records relate or (b.) until the conclusion of any audit, controversy or litigation arising out of or related to the contract.

c. Approved Provider and subcontractors shall make records available to Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor, within the boundaries of the Metro region, at reasonable times and places regardless of whether litigation has been filed on any claims. If the records are not made available within the boundaries of Metro, the Approved Provider or subcontractor agrees to bear all of the costs for Metro employees, and any necessary consultants hired by Metro, including but not limited to the costs of travel, per diem sums, salary, and any other expenses that Metro incurs, in sending its employees or consultants to examine, audit, inspect, and copy those records. If the Approved Provider elects to have such records outside these boundaries, the costs paid by the Approved Provider to Metro for inspection, auditing, examining and copying those records shall not be recoverable costs in any legal proceeding.

d. Approved Provider and subcontractors authorize and permit Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor, to inspect, examine, copy and audit the books and records of Approved Provider or subcontractor, including tax returns, financial statements, other financial documents and any documents that may be placed in escrow according to any contract requirements. Metro shall keep any such documents confidential to the extent permitted by Oregon law, subject to the provisions of section E.

Request for Qualifications

- e. Approved Provider and subcontractors agree to disclose the records requested by Metro and agree to the admission of such records as evidence in any proceeding between Metro and the Approved Provider or subcontractor, including, but not limited to, a court proceeding, arbitration, mediation or other alternative dispute resolution process.
- f. Approved Provider and subcontractors agree that in the event such records disclose that Metro is owed any sum of money or establish that any portion of any claim made against Metro is not warranted, the Approved Provider or subcontractor shall pay all costs incurred by Metro in conducting the audit and inspection. Such costs may be withheld from any sum that is due or that becomes due from Metro.
7. Program Information. Approved Provider shall share all Program information and fully cooperate with Metro, informing Metro of all aspects of the Program including actual or potential problems or defects. Approved Provider shall abstain from releasing any information or Program news without the prior and specific written approval of Metro.
8. Independent Contractor Status. Approved Provider shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall Approved Provider be considered an employee of Metro. Approved Provider is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement. Approved Provider shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to Metro.
9. Right to Withhold Payments. Metro shall have the right to withhold from payments due to Approved Provider such sums as necessary, in Metro's sole opinion, to protect Metro against any loss, damage, or claim which may result from Approved Provider's performance or failure to perform under this Agreement or the failure of Approved Provider to make proper payment to any suppliers or subcontractors. Note: Funds will not be provided in a manner that unconstitutionally promotes or inhibits the establishment of religion
10. State and Federal Law Constraints. Approved Provider shall comply with all applicable requirements of federal and state statutes, rules and regulations including those of the Americans with Disabilities Act and the federal and state constitution.
11. Situs. The situs of this Agreement is Portland, Oregon. Any litigation over this agreement shall be governed by the laws of the State of Oregon and shall be conducted in the Circuit Court of the state of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.
12. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by either party.
13. Termination. This Agreement may be terminated by mutual consent of the parties. In addition, Metro may terminate this Agreement by giving Approved Provider seven days prior written notice of intent to terminate, without waiving any claims or remedies it may have against Approved Provider. Termination shall not excuse payment for expenses properly incurred prior to notice of termination, but neither party shall be liable for indirect or consequential damages arising from termination under this section.
14. No Waiver of Claims. The failure to enforce any provision of this Agreement shall not constitute a waiver by Metro of that or any other provision.

Request for Qualifications

15. Modification. Notwithstanding and succeeding any and all prior agreement(s) or practice(s), this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing(s), signed by both parties.

By _____
Title _____
Date _____

METRO
By _____
Title _____
Date _____

DRAFT

Request for Qualifications

SCOPE OF WORK

Approved Provider shall provide the following services:

1. Provide at least 6.5 hours of approved waste reduction education curriculum and activities during the course of each student's week at an outdoor education immersion program, which outdoor education immersion program must align to State curriculum goals;
2. Provider's waste reduction education activities must align to State curriculum goals and Metro's waste reduction curriculum goals;
3. Provider's waste reduction education activities must be integrated into Provider's current program including field study, meal programs, recreation, class time with teachers, etc;
4. Submit statements to Metro following each program season ("season" = each spring and/or fall periods containing weekly sessions) containing detailing the waste reduction education activities completed and the amount of time for each activity;
5. Submit Program assessment to Metro following each program season assessing program's effectiveness through pre- and post evaluations (or other agreed upon tools) of a representative sample of students from the provider's service region;
6. Invoice Metro for the number of eligible students attending each week at the end of each fall or spring season for the not-to-exceed amount set forth in the Personal Service Agreement, and demonstrate that each student is eligible for reimbursement: i.e., that the student has attended a pre-qualified Waste Reduction Education Outdoor Immersion Program by an Approved Provider; is a 6th grade students (or 5th grader students when attending with a 5/6 grade classroom that attends an outdoor immersion program every other year); student attends school that is located inside the Metro boundary or **XXXXXX**; and for whom no other reimbursement request has been made by any other Approved Providers;
7. Provider shall pass on Metro's per/capita reimbursement to school districts or schools.

DRAFT

Enhanced waste reduction education at Outdoor School Communication plan Revised draft 10/27/08

Background

One of the primary goals of the Metro Council is to promote sustainability in our region, including protecting and restoring a healthy ecosystem. Using education, outreach and incentive programs, Metro works to inspire the community to create a healthy environment, in part through waste reduction, recycling and greater understanding of the impacts of the waste stream on our surroundings.

Although the metro region is recycling more, aiming toward a recycling goal of 64 percent in 2009, the total amount of waste discarded has also continued to rise. In order to achieve true waste reduction, there is a demonstrated need for increased “environmental literacy” among the region’s residents in order to make informed choices and change behaviors that impact the environment. Sustainability is perhaps the most urgent issue facing the region today, and we need to educate and engage not only adult residents of the region but also youth - the decision-makers of tomorrow – in protecting the health of our environment.

Metro currently employs two full-time staff members to provide waste reduction outreach and education in grades K-12 throughout the metro region. Metro staff work with school teachers to incorporate waste reduction education into the class curriculum, providing assistance, support materials and presentations to the students. State curriculum goals for sixth grade support environmental education, which is often achieved most effectively through residential Outdoor School (ODS) programs. Through waste reduction education and activities, and by living and learning in a natural environment, students gain the knowledge, skills and motivation to make sustainable choices that reduce their impact on the environment.

Of the 18,000 sixth grade students in the metro region, only 72 percent attended Outdoor School during the 2007-08 school year. Lack of funding is one of the primary reasons for schools not participating in Outdoor School or for participating in a 3 or 4-day program (42 percent) rather than a 6-day program (53 percent).

On May 1, 2008, the Metro Council voted to increase solid waste system fees by \$1 per ton (\$1.4 million in the 2008-09 budget) to integrate waste reduction curriculum and practices into Outdoor School programs around the Metro region. The stated purposes of this project are:

1. to complement and expand Metro’s waste reduction education outreach by integrating waste reduction curriculum and practices into Outdoor School programs in the metropolitan region; and
2. to support and expand the opportunity for metro area sixth graders to attend Outdoor School by providing reimbursements to school districts whose sixth

grade students attend approved Outdoor School programs.

Key messages

- Waste reduction is crucial to achieving and maintaining a healthy environment in our region – both now and in the future.
- To achieve waste reduction, residents need to make informed choices about their daily habits that impact the environment. This calls for increased education about waste reduction and recycling and greater understanding of the impacts of the waste stream on our surroundings.
- Educating the youth of the region about the importance of waste reduction will ensure that future generations will protect our environment.
- Through waste reduction education and activities, and by living and learning in a natural environment, students will gain the knowledge, skills and motivation to make sustainable choices that reduce their impact on the environment.
- Waste reduction education and Outdoor School programs support school curriculum to meet state standards.
- Of the 18,000 sixth grade students in the metro region, only 72 percent attended Outdoor School during the 2007-08 school year. Lack of funding is a factor in schools not participating in Outdoor School or participating in a 3 or 4-day program (42 percent) rather than a 6-day program (53 percent).
- Studies have found that immersion experiences, such as that provided by residential Outdoor Schools, allow for richer, more lasting educational benefits. When learning about waste reduction education at Outdoor School, students will be able to relate and apply scientific concepts to hands-on experiences and the impacts on the natural environment.
- Through a small increase in the solid waste tip fee, Metro will fund a day of waste reduction education at Outdoor School, increasing both the opportunity for all metro area sixth grade students to be able to attend ODS and the awareness of the region’s youth of the importance of protecting the environment.
- Metro staff will work with Outdoor School providers to ensure that best practices in accounting, measurement and outcomes are applied to funds supporting waste reduction education at Outdoor School and are subsequently reported to the community.

Stakeholder outreach

Stakeholder/Group	Issue/concern	Key message	Outreach method
6 th grade teachers	Adequate funding for ODS to allow their classes to attend	Metro program provides curriculum and funding for one day of WR education	Letter to schools (template provided to ODS providers and local school districts)

School district administrators	How to pay for ODS	Metro program provides curriculum and funding for one day of WR education Clarity and ease of reimbursement process	Letter Workshops in targeted areas Targeted one-on-one meetings with low attendance districts
Parents	Ensure their child(ren) have opportunity to attend ODS Cost concerns	Metro program provides curriculum and funding for one day of WR education	School newsletters (provide content to schools) Letter templates (provide templates to schools)
Solid waste haulers	Increased fees Include schools outside region that pay into solid waste system	Regional businesses support kids and the environment through ODS Curriculum will directly support the goals adopted by the region in the Regional Solid Waste Master Plan	Letter SWAC (if still meeting) Support materials provided for them to use with their customers
Local governments	Set rates for garbage fees – blamed for increase	Fee increase is minimal (\$.29 per month residential; about \$3.46 annually) Curriculum will directly support the goals adopted by the region in the Regional Solid Waste Master Plan	Breakfast meeting with local govt. solid waste directors Letters Support materials provided for them to use with their constituents

ODS providers	How to increase enrollment in ODS	Clear curriculum and reimbursement criteria	Continued involvement in steering committee Letter templates and web boilerplates
Ratepayers - residential	Increased garbage fees	Fee increase is minimal (\$.29 per month residential; about \$3.46 annually)	No planned outreach
Ratepayers - commercial	Increased garbage fees	Increase in disposal fees can be offset by improved recycling (let us show you how) Regional businesses support kids and the environment through ODS	No planned outreach

Outreach plan

The outreach will primarily be targeted to four specific audiences:

1. School districts identified as having low attendance figures and/or minimal-length ODS programs (3-4 days)
2. All school districts eligible for Metro ODS subsidy
3. Local government partners
4. Solid waste haulers

1. Targeted school districts

Several school districts have gaps in either ODS enrollment rates or length of ODS program. Depending on legal resolution of whether or not schools outside the Metro boundary are eligible for ODS reimbursement, the following schools should receive additional assistance and outreach prior to the launch of Metro's ODS program:

School district	Percent enrollment in ODS	Length of ODS program (days)	Councilor district
Gladstone	0		Collette
Lake Oswego	100%	3, 4	Collette
North Clackamas	75%	3, 4	Collette

Oregon City	55%	4	Collette
Beaverton	1%	3	Harrington
Forest Grove	100%	3	Harrington
Hillsboro	87%	3	Harrington
Sherwood	67%	4	Hosticka
Tigard-Tualatin	93%	3	Hosticka

In addition to the letters which will be sent to all school districts notifying them of the Outdoor School waste reduction education reimbursement program, targeted schools will be invited to attend workshops, one in Clackamas County and one in Washington County, at which application assistance will be provided by Metro and ODS providers. Joint meetings with school district administrators and local elected officials from targeted areas will be set up for Metro councilors as schedules allow. Resource information will include talking points and written procedural information.

2. All eligible school districts

All school districts determined to be eligible for Metro’s waste reduction education at Outdoor School reimbursement program will receive notification by letter of their eligibility and steps to take to participate. Metro will work closely with ODS providers to provide support and assistance to schools wishing to participate. It is anticipated that ODS providers will take the lead in working with school districts, although Metro will provide them with resource materials such as web and letter templates, FAQ, and program description material.

3. Local government partners

Information about the new ODS reimbursement program will be included in standard local government points of contact, including regularly scheduled councilor one-on-ones with other elected officials, councilor newsletters, etc.

At the staff level, all local government partners will be informed about the program through the monthly meetings of local government staff and Metro solid waste and recycling staff. Local government staff will be initially asked for feedback and suggestions on outreach and subsequently provided with resource materials including FAQ.

4. Solid waste haulers

Once the program guidelines are established, a letter will be sent to all solid waste haulers informing them how the money will be used, how it will benefit the community, and emphasizing the potential public relations benefits that could benefit the industry. Depending on the interest level of individual waste haulers, Metro support could range from sample customer messages to include in monthly billing statements (template provided, no printing), sample media releases, or an approved signage template for hauler vehicles.

Communication materials

- 1 Metro website update
- 2 Web announcement update templates for ODS providers
- 3 Letter to school district administrators (or individual school principals)
- 4 Letter to solid waste haulers
- 5 Letter to local government partners
- 6 Program description
- 7 Program FAQ

Media plan (draft)

Once the program guidelines are established and launched, a media release will be sent to all local media.

An article will be included in the Metro Council newsletters and sent to all local government partners for inclusion in local community newsletters.

ODS program staff will inform Metro public affairs staff of increased participation on the part of any of the targeted school districts as a direct result of the program, as this presents an opportunity for additional media outreach and coverage in 2009. Possibilities could include inviting media to observe a day of waste reduction education at Outdoor School.

Sellwood Bridge Project
Update to the Metro Council
November 4, 2008

Presenters

Multnomah County staff and consultants: Ian Cannon, Bridge Services Manager; Marcy Schwartz, CH2MHill

Metro staff: Ross Roberts, Tim Collins

The following are policy questions that the Metro Council should consider with regard to the Sellwood Bridge Project in order to: (1) Provide direction to the Metro Council liaison to the Sellwood Bridge Policy Advisory Group; and (2) Provide direction to our staff regarding other policies or projects that may be related to this transportation project.

Consistency with Metro Regional Plans

- A) Are all, some, or any of the alternatives consistent with the Regional Framework Plan and Regional Transportation Plan designation of SE Tacoma Street as a “main street”?
- B) Do all, some, or any of the alternatives properly address Regional Transportation Plan policies related to increased biking and walking, and enhanced transit service?

Relationship to Other Metro Policies, Projects and Studies

- A) **Streetcar**: Does the Council have any observations or recommendations regarding the Sellwood Bridge Project and its relationship to the Portland to Lake Oswego Transit Alternatives Study, and/or the Milwaukie to Portland Light Rail Project?
- B) **Highway 43**: The possible modifications to the interchange on Highway 43 and the No Build Option will affect congestion on Highway 43. Are there any policy implications of congestion or congestion reduction on Highway 43?
- C) **Trails**: Is there some relationship between the bike and pedestrian elements of the alternatives that the Council needs to consider in the context of the regional trail system for both the current and future trail along the Willamette, and present and potential future routes up the West Hills from Highway 43?



Project Costs, Phasing and Financing

- A) Does the Council have any preferences they would like to express regarding overall cost, phasing and funding the phases? (This includes the related question of whether to spend money for a temporary bridge or, in the alternative, temporarily close the Sellwood Bridge.)
- B) Does the Council have any thoughts about how aspects of the project might qualify for other funding sources, e.g. Federal Small Starts, or a trail easement or right of way up the West Hills using the regional open space bond measure?

Future Briefing and Consultation

The Policy Advisory Group (PAG) will make a recommendation about a preferred alternative to Multnomah County in February 2009. Does the Council wish to be briefed and consulted early next year prior to the PAG recommendation in order to express its own preferences?

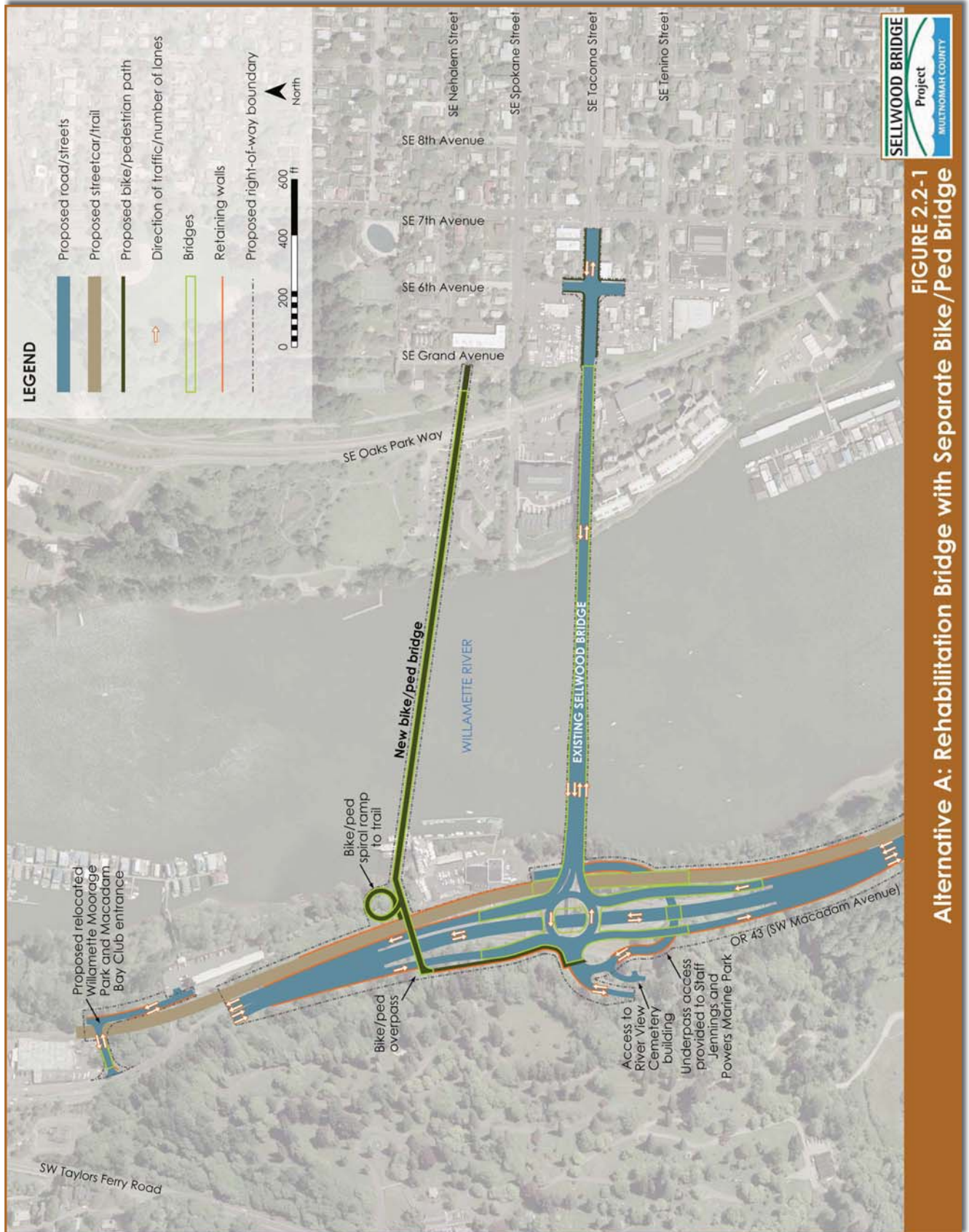
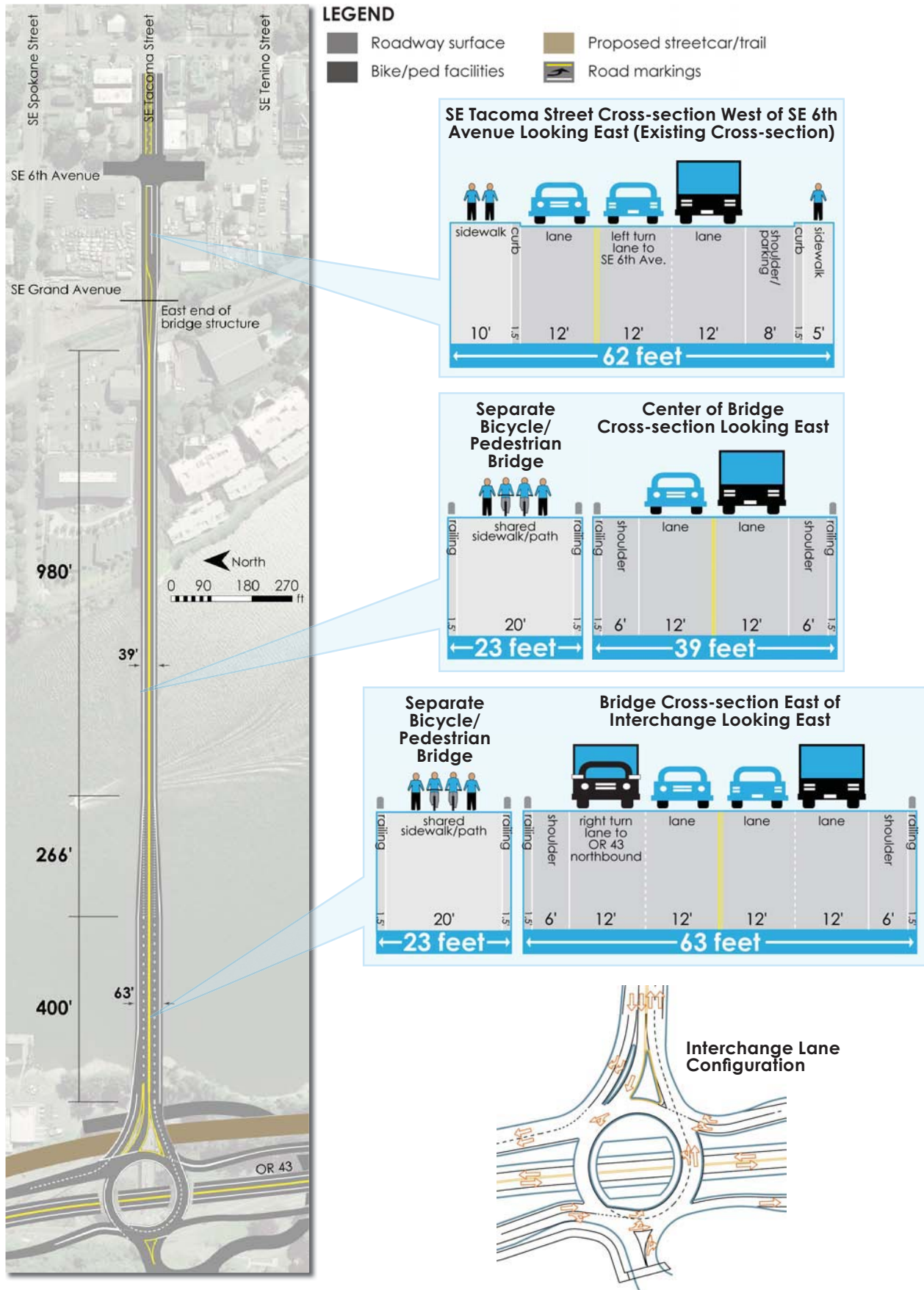


Figure 2.2-2. Alternative A Bridge Configuration.



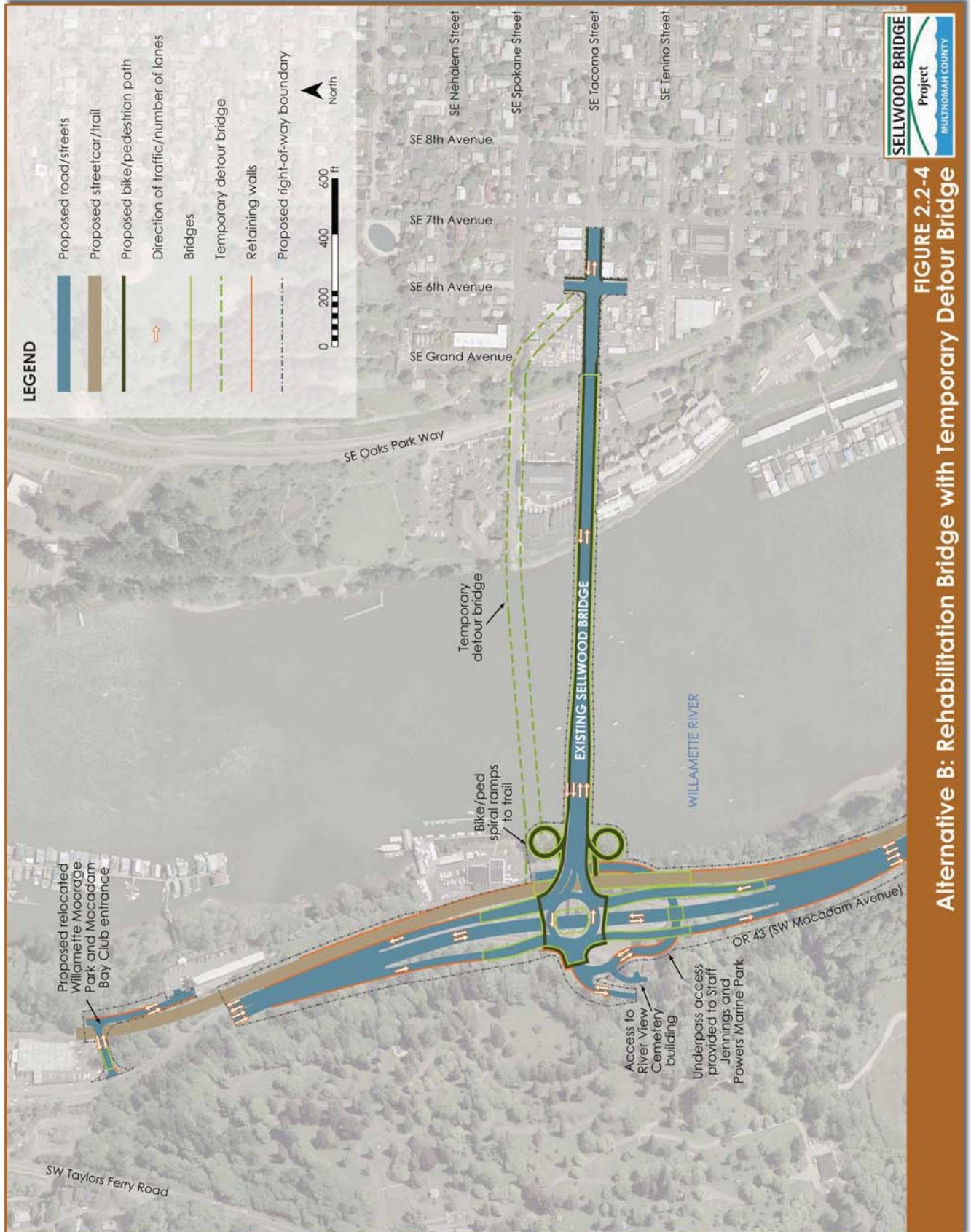
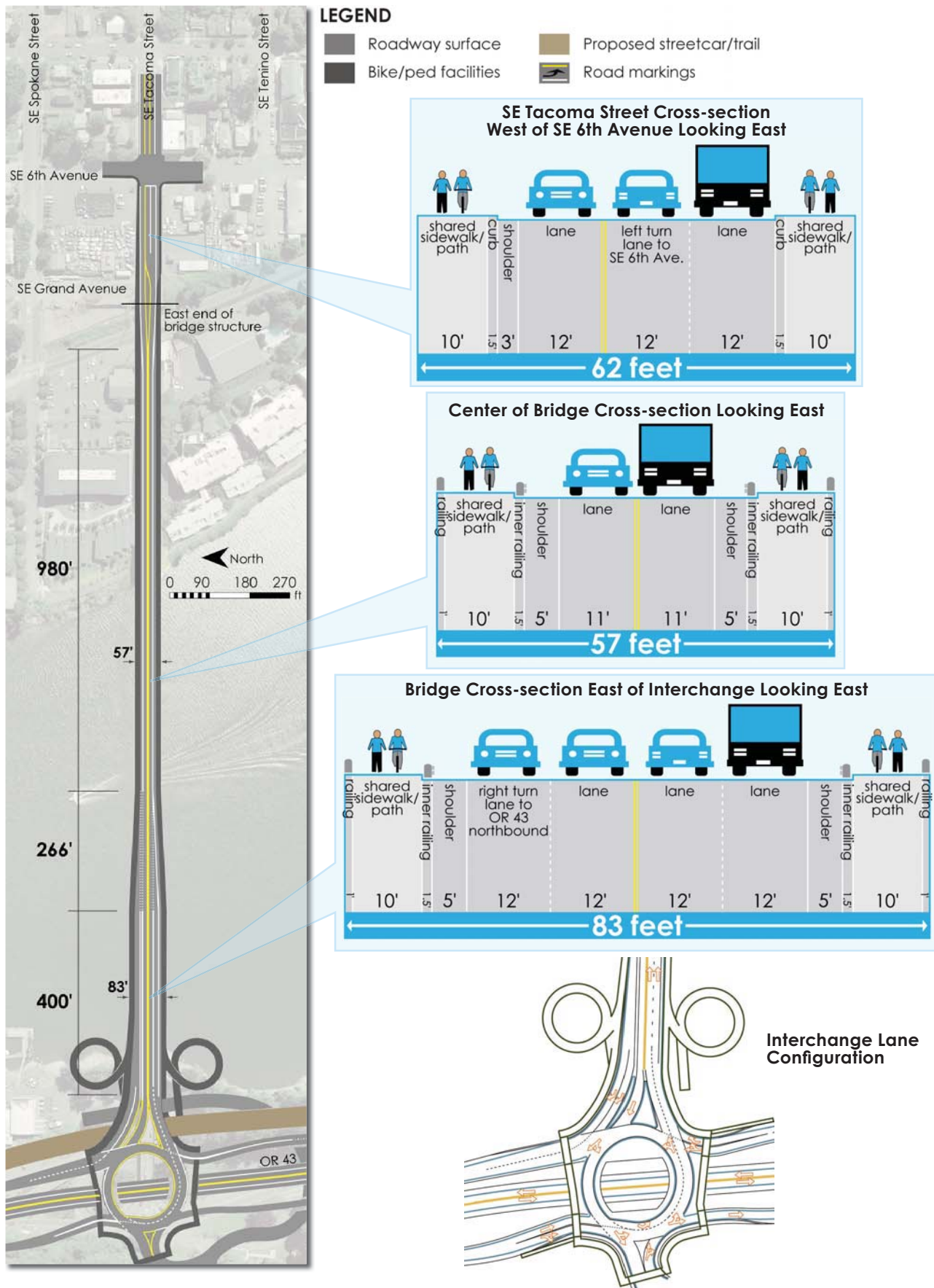


FIGURE 2.2-4 Alternative B: Rehabilitation Bridge with Temporary Detour Bridge

Figure 2.2-5. Alternative B Bridge Configuration.



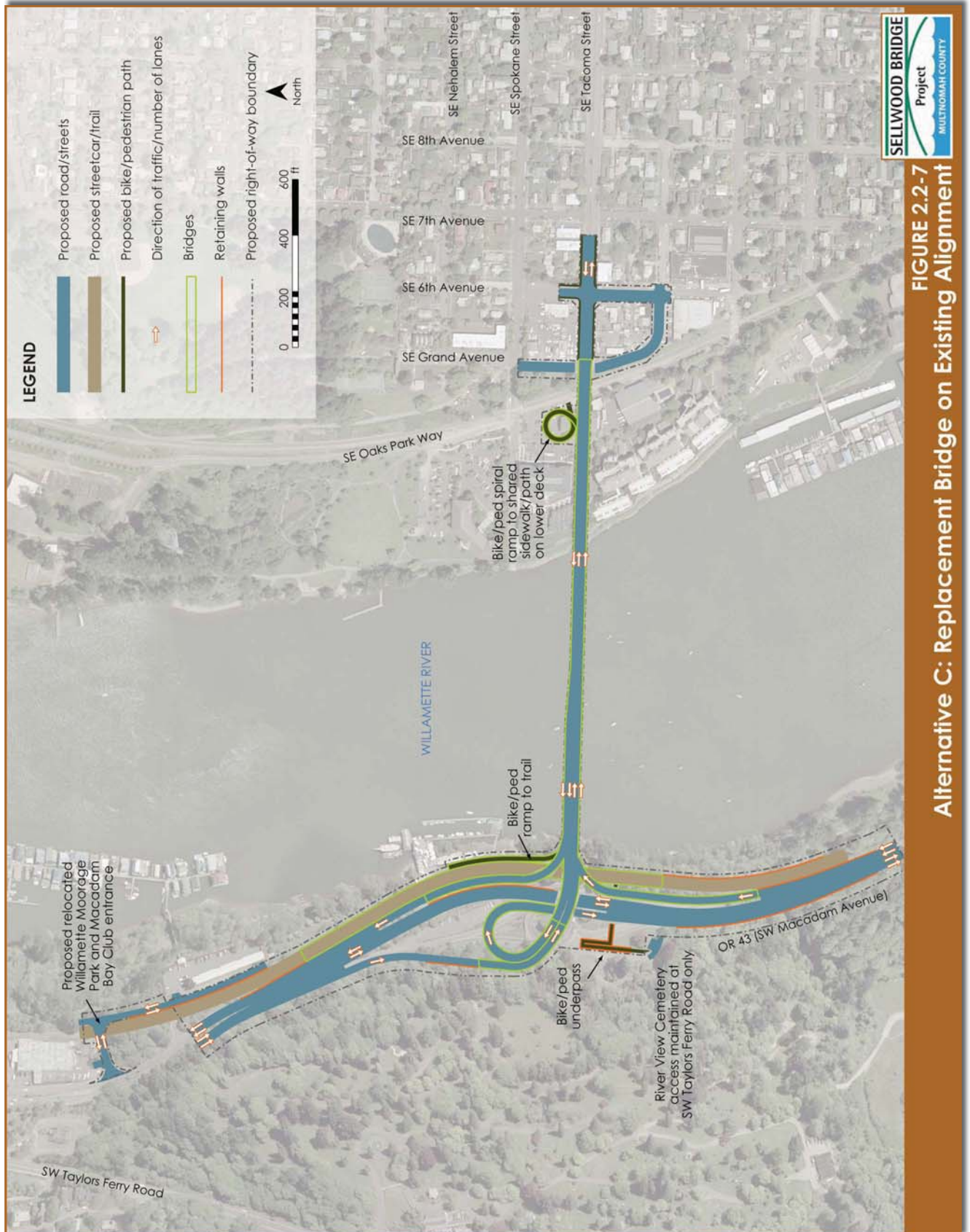
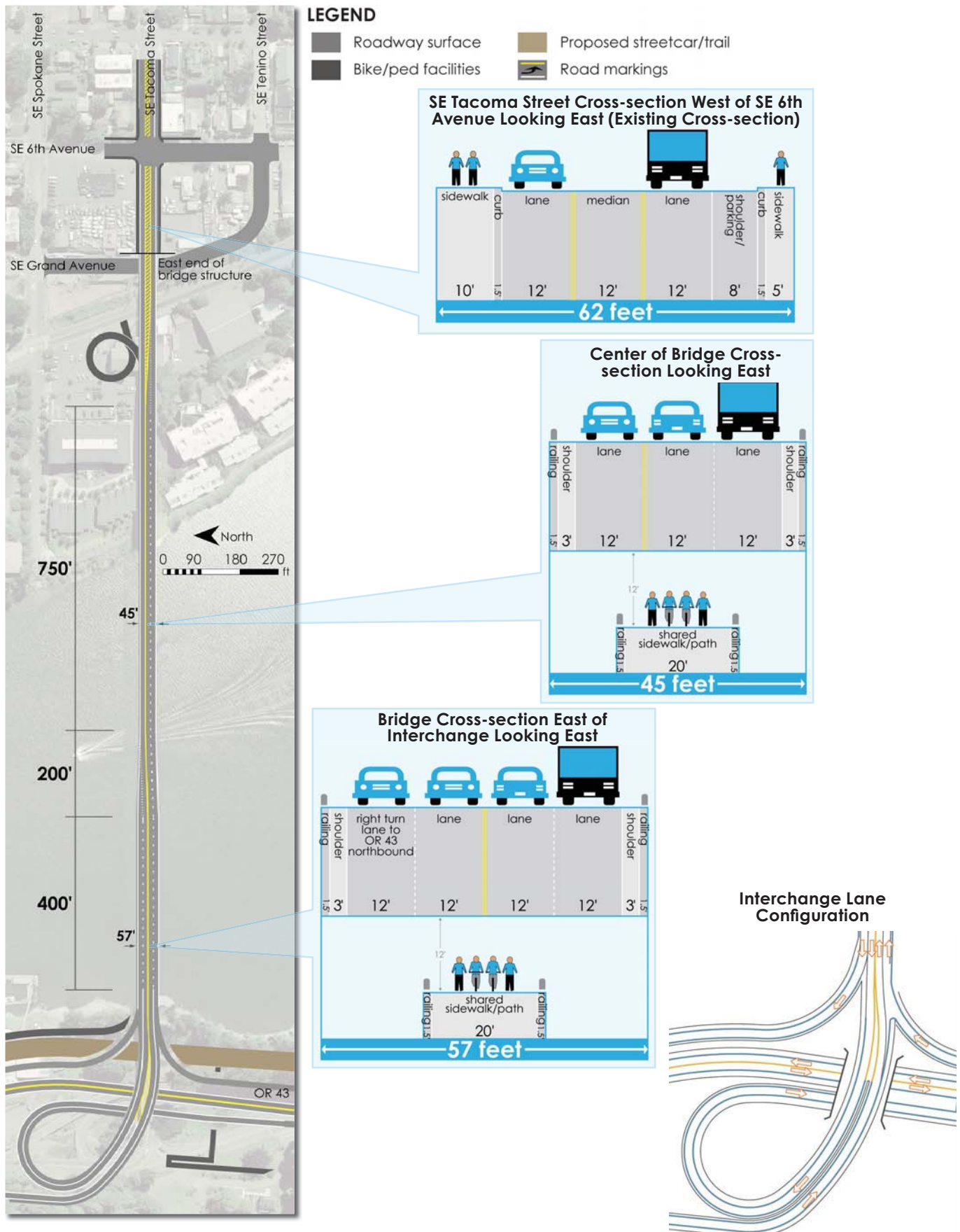


FIGURE 2.2-7 Alternative C: Replacement Bridge on Existing Alignment

Figure 2.2-8. Alternative C Bridge Configuration.



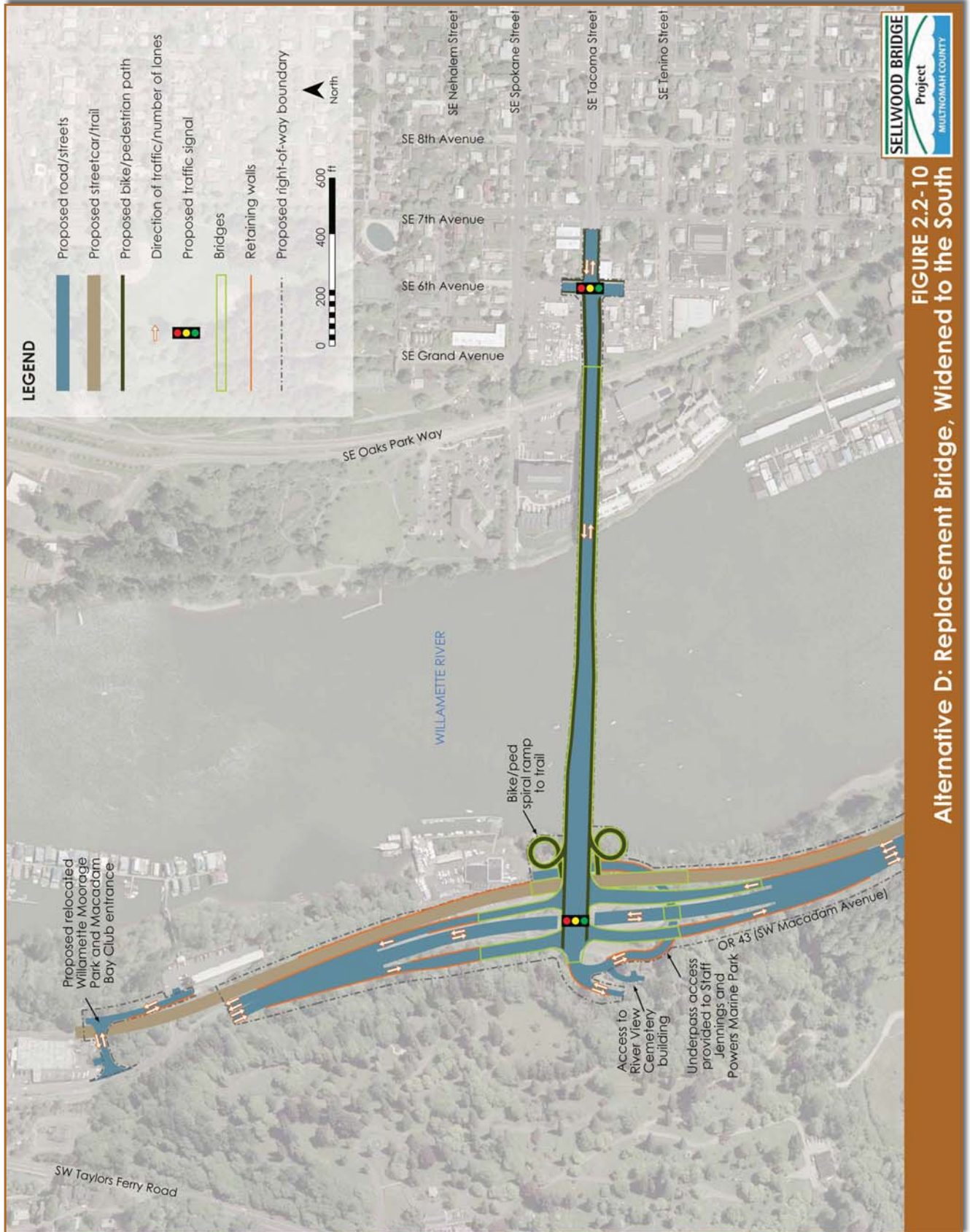
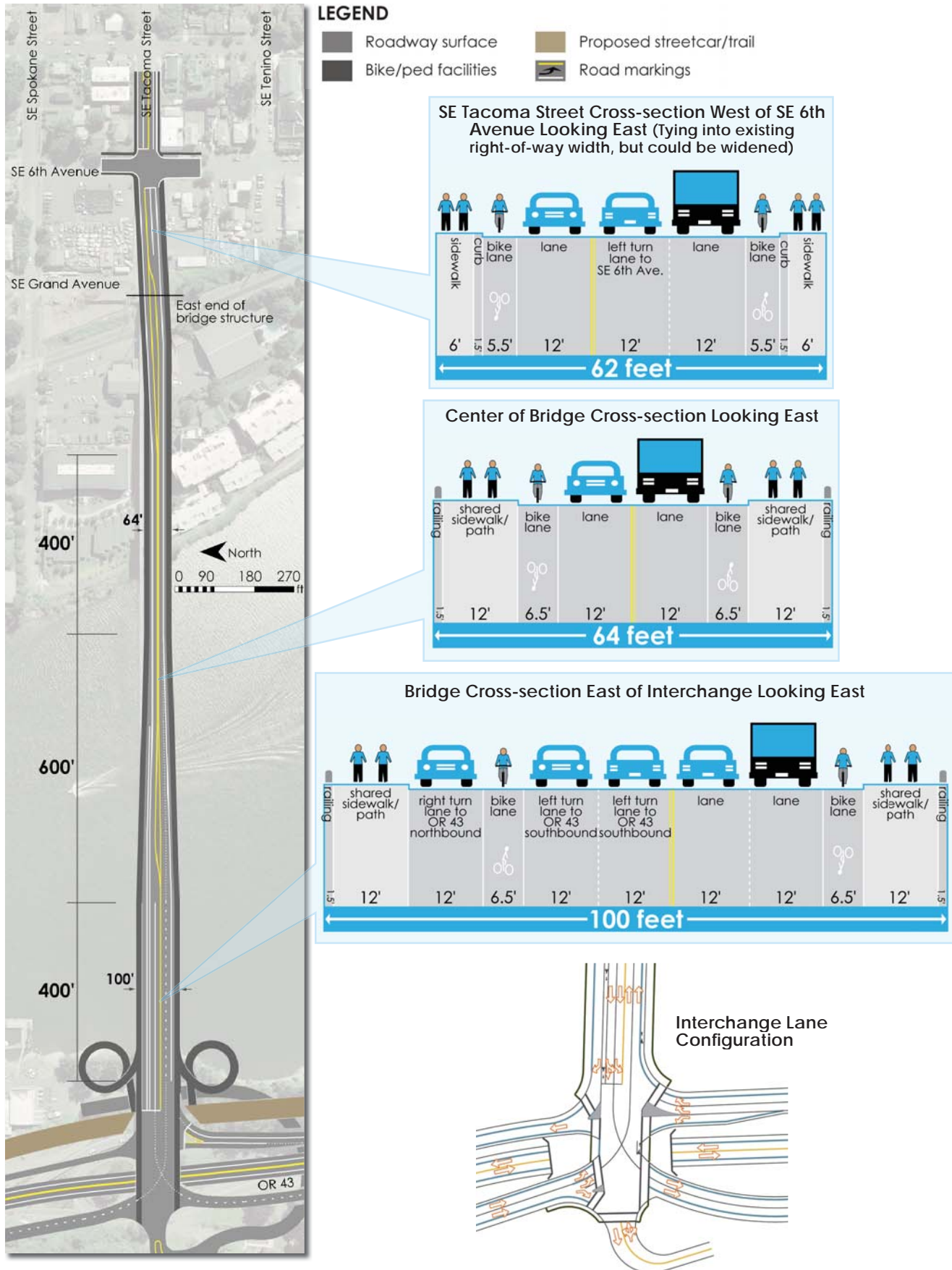


FIGURE 2.2-10 Alternative D: Replacement Bridge, Widened to the South

Figure 2.2-11. Alternative D Bridge Configuration.



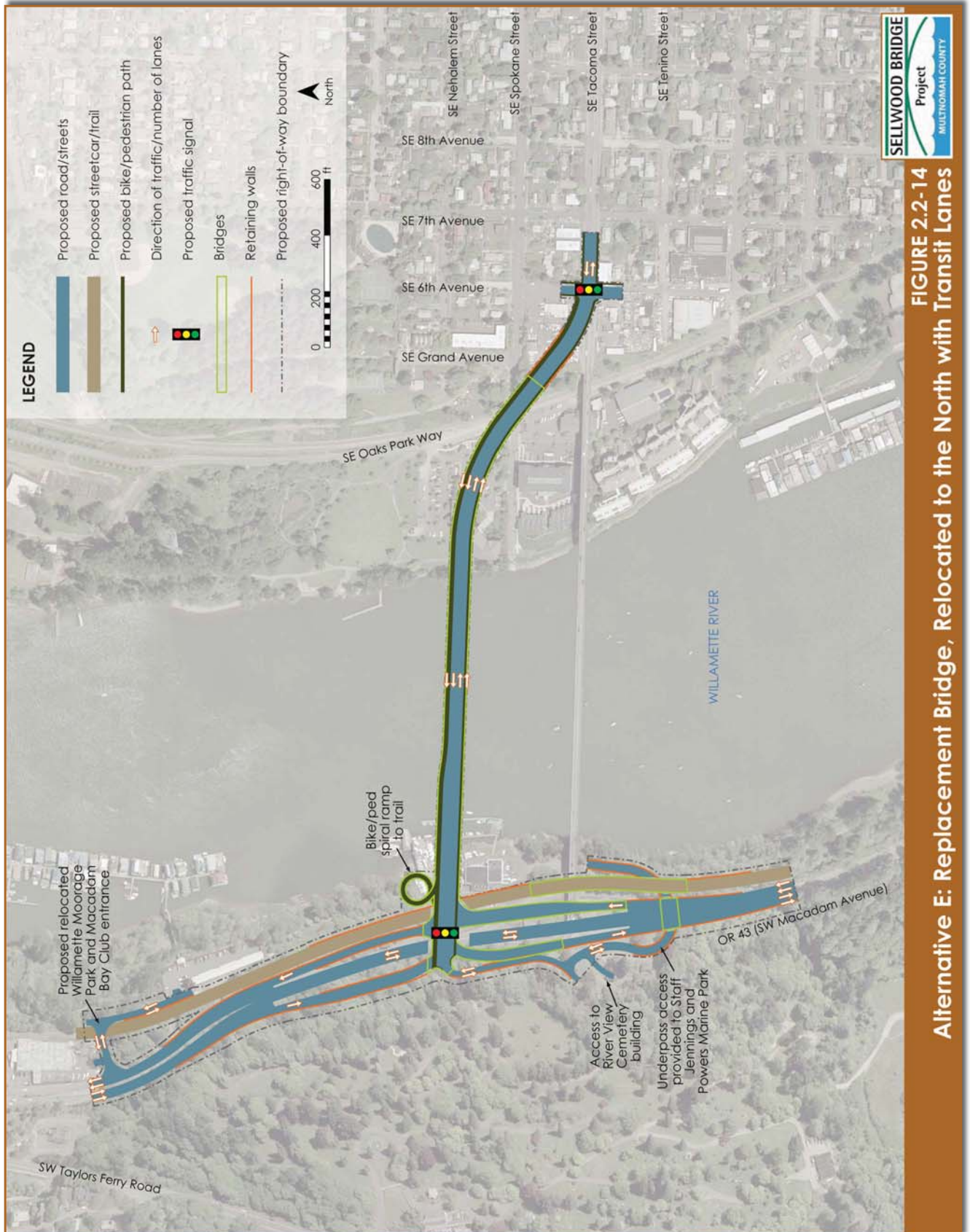
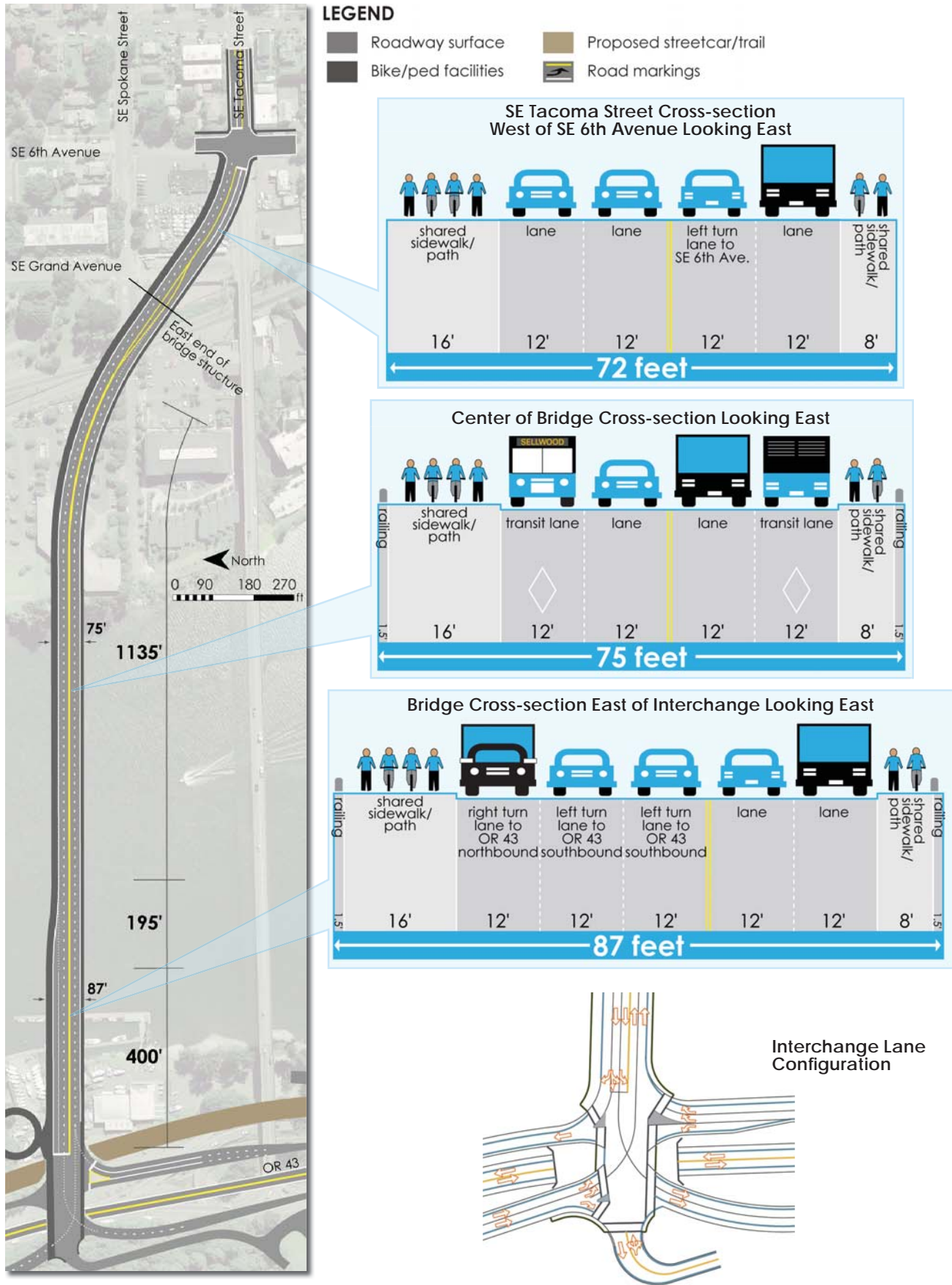
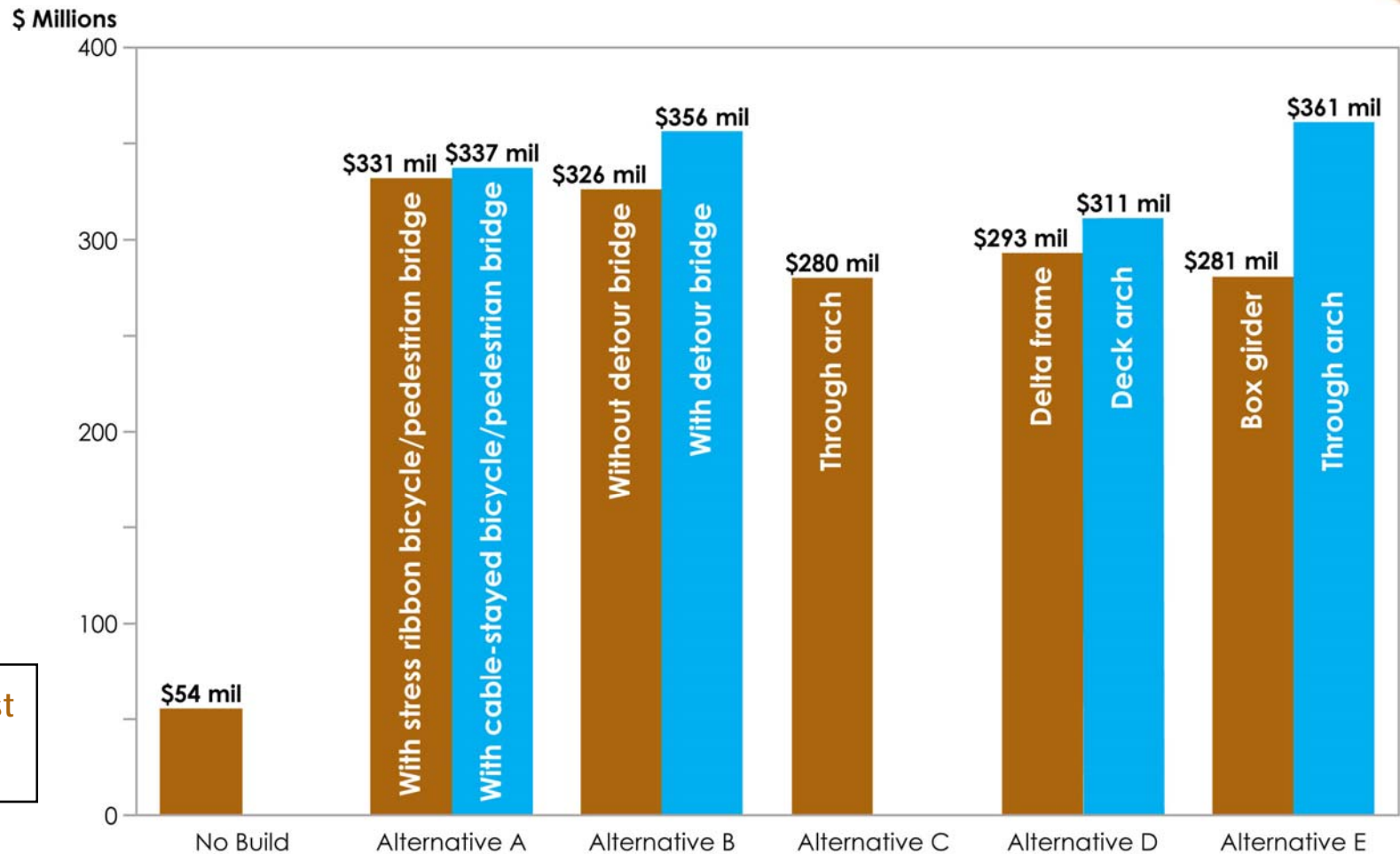


FIGURE 2.2-14 Alternative E: Replacement Bridge, Relocated to the North with Transit Lanes

Figure 2.2-15. Alternative E Bridge Configuration.



Total Project Cost in 2012 Million Dollars



Notes: Cost includes construction costs, incidentals, mobilization, right-of-way, design and construction engineering, and contingency.
 No Build Alternative includes Sellwood Bridge west approach construction, along with main span and east approach maintenance and repairs.
 Alternatives A and B include seismic retrofit as an integral part of the rehabilitation design.

Project Element Costs in 2012 Million Dollars

