

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF AUTHORIZING) RESOLUTION NO. 89-1171
ISSUANCE OF REQUEST FOR PROPOSALS)
FOR PHOTOGRAMMETRIC SERVICES AT) Introduced by Rena Cusma,
THE ST. JOHNS LANDFILL) Executive Officer

WHEREAS, Landfill closure requires filling to engineered final contours; and

WHEREAS, The Metropolitan Service District must have a design tool to measure remaining refuse capacity, plan when the engineered final contours will be reached, and monitor settlement; and

WHEREAS, A three-year contract will enhance accuracy by providing increased measurement consistency; and

WHEREAS, Photogrammetric services (including aerial photography, topographic mapping, and volumetric computations to determine the remaining capacity) at the St. Johns Landfill have been provided since 1980; and

WHEREAS, The latest three-year contract to provide photogrammetric services, #86-10-177SW, has been completed (with the exception of receipt of a final report); and

WHEREAS, Resolution No. 89-1155 authorized issuance of a Request for Bids for Photogrammetric Services at St. Johns Landfill; and

WHEREAS, only one bid was received and it was deemed to be non-responsive; and

WHEREAS, letters and comments received from prospective bidders indicated photogrammetric services are generally solicited through Requests for Proposals; and

WHEREAS, the Metro Code Section 2.04.010 defines a personal services contract for services to include photogrammetric services such as surveying and aerial photography; and

WHEREAS, Metro Code 2.04.053 allows for personal contracts over \$10,0000 to use the Request for Proposals process; and

WHEREAS, attached to this resolution as Exhibit #1 is a Request for Proposals for Photogrammetric Services; now, therefore,

BE IT RESOLVED,

That the Council of the Metropolitan Service District approves the issuance of the Request for Proposals (Exhibit #1) for photogrammetric services at the St. Johns Landfill.

ADOPTED by the Council of the Metropolitan Service this 14th day of December, 1989.



Mike Ragsdale, Presiding Officer

REQUEST FOR PROPOSALS

**PHOTOGRAMMETRIC SERVICES
For Ten (10) Flyover Events**

METROPOLITAN SERVICE DISTRICT

SOLID WASTE DEPARTMENT

**2000 S.W. First Avenue
Portland, Oregon 97201-5398**

(503) 221-1646

December 1989

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REQUEST FOR PROPOSALS

FOR AERIAL PHOTOGRAPHY AT ST. JOHNS LANDFILL

I. INTRODUCTION

The Solid Waste Department of the Metropolitan Service District (Metro) is requesting proposals for aerial photography, topographic mapping, and volumetric calculations for St. Johns Landfill.

The term of the contract is three years and shall include aerial photography, topographic mapping, and computations and data reports of the landfill's remaining volume. The attached Scope of Work lists tasks to be performed.

The proposals will be due on Monday, January 8, 1990 at 3pm in Metro's business offices at 2000 S.W. First Avenue. Details concerning the project and proposal are contained in this document.

II. BACKGROUND/HISTORY OF PROJECT

The 50-year-old St. Johns Landfill is a full service general use sanitary landfill serving nearly all of the Portland metropolitan region. It is proposed to close on February 1, 1991.

The landfill is located in North Portland at 9363 N. Columbia Boulevard (See attachment 6). The entire landfill, consisting of five distinct Subareas (See Attachment 7), is 254 acres. Existing controls are both horizontal and vertical (circled on the sample topographic map, Attachment 8). Coordinates of the existing controls will be supplied upon award of the contract.

The Metropolitan Service District (Metro) of Portland, Oregon is responsible for managing all aspects of solid waste disposal in the Portland metropolitan area. Metro has operated St. Johns Landfill, which is owned by the City of Portland, since 1980.

III. PROPOSED SCOPE OF WORK/SCHEDULE

The following provisions for each flyover event (excepting Tasks 1 and 3):

1. The Contractor shall identify a single person as project manager to work with Metro. The Contractor shall be responsible for any subcontractor work and shall be responsible for the day-to-day direction and internal management of the Contractor and subcontractor effort.

2. Verify locations of pre-established permanent ground reference points at the St. Johns Landfill and/or establish new ones as necessary in order to determine available landfill space by photogrammetry.
3. Fly and photograph the landfill quarterly for the first two (2) years of the contract, and semi-annually the third year of the contract. These flyover dates shall not be later than January 28, April 28, July 28, and October 28 as follows unless weather conditions make this impossible:

YEAR 1: Jan 1990, Apr 1990, July 1990, and Oct 1990.
YEAR 2: Jan 1991, Apr 1991, July 1991, and Oct 1991
YEAR 3: Apr 1992, and Oct 1992
4. Produce and deliver to Metro 9" x 9" stereoscopic contact prints and negatives at 1"/500 foot scale. Also produce and deliver one (1) 30" x 36" color photographic print of the entire St. Johns Landfill.
5. Deliver one full size (Scale: 1"=100' with 2' contours) and one 8-1/2" x 17" mylar of a topographic map of the full landfill to Metro. Also deliver one computer "floppy" disk of the data used for the topographic mapping. The following data shall be included in the margin of each map: "St. Johns Landfill", date, map scale, north arrow, accuracy note, and bar scale.

The topographic maps shall be consistent with previous topographic maps. If a different coordinate system is used from the system in our existing maps (E9,000-E14,500 and N1,000-N4,500 in 500' intervals), a conversion shall be shown on each topographic map, as well as within the written data report described in Task 8.
6. Deliver one (1) topographic map of the landfill to Metro staff (for review and designation of active and inactive fill areas). Delivery should be approximately fourteen (14) days before each flyover event is scheduled in order to provide adequate time for staff to make the designations and return the topographic maps.
7. Digitize final grades provided by Metro for designated portions of the landfill. The designation will be based on a distinction between areas of active fill and post-closure settlement, as determined by Metro prior to each flyover event (Task 6). Compute the remaining volumes of the designated landfill portions. (Note: In the event of an incremental approval of the landfill's final contours, Metro may change the final grades a number of times throughout the three-year contract.)

8. Deliver three (3) copies of a written data report to Metro, summarizing the remaining landfill volumes. Include a brief discussion of the computational method being used, the overall accuracy of the resulting volumes, and any specific problems encountered. Append to the report all digitized cross sections of the existing and final grades, field survey records, control descriptions, computations, and related materials. Also, deliver one (1) digitized record on computer "floppy" disk for present and final grades.
9. All materials described in Tasks 4, 5, and 8 shall be delivered to Metro on or before March 1, June 1, September 1, and December 1 respectively.
10. Metro may require that Tasks 7 and 8 - the volume computation and written and computerized data reports - be delayed or deleted after completing the flyover (for example, due to final engineering design and pending approval of new final grades for the St. Johns Landfill). Such notification by Metro will be given the Contractor at least fourteen (14) calendar days before the final day for flying and photographing the landfill. Metro also reserves the option to cancel an entire flyover event. If the entire event is to be canceled, notification by Metro will be given the Contractor at least thirty (30) calendar days before the final day for flying and photographing the landfill.

IV. QUALIFICATIONS/EXPERIENCE

Each proposal must include a description of both the firm's experience and the individual's experience which directly relates to the work identified in the Scope of Work.

V. PROJECT ADMINISTRATION

Proposals must identify a single person as project manager to work with Metro. The contractor must assure responsibility for any subcontractor work and shall be responsible for the day-to-day direction and internal management of the project. The prime contractor shall have, or be capable of obtaining, professional liability insurance, general liability insurance, business automobile insurance, and workers compensation insurance covering the services to be performed, as shown in Attachment 2. Metro shall be named as an additional insured.

VI. PROPOSAL INSTRUCTIONS

A. Submission of Proposals

Three (3) copies of the proposal shall be furnished to Metro addressed to:

Joanna Karl
Metropolitan Service District
Solid Waste Department
2000 S.W. First Avenue
Portland, OR 97201-5398

B. Deadline

Proposals will not be considered if received after 3pm Monday, January 8, 1990. Postmarks are not acceptable.

C. RFP as Basis for Proposals

This RFP presents the most definitive statement Metro will make concerning information upon which proposals are to be based. Any verbal information which is not contained in this RFP will not be considered by Metro in evaluating the proposals. All questions relating to the RFP, or the project must be submitted in writing to Joanna Karl, Senior Solid Waste Engineer. Any questions which in the opinion of Metro warrant a written reply or RFP amendment will be furnished to all parties receiving a copy of this RFP. Metro will not respond to questions received after Friday, December 22, 1989.

D. Subconsultants; Disadvantaged Business Program

A subcontractor is any person or firm proposed to work for the prime Contractor on this project. Metro does not wish any subcontractor selection to be finalized prior to Contract award. For any task or portion of a task to be undertaken by a subcontractor, the prime contractor shall not sign up a subcontractor on an exclusive basis.

In the event that any subcontractors are to be used in the performance of this Agreement, the Contractor agrees to reach the goal of subcontracting 7 percent of the Contract amount to Disadvantaged Business Enterprises, and 5 percent of the Contract amount to Women-Owned Business Enterprises or make good faith efforts to reach the goals as defined in Metro's Disadvantaged Business Program (Section 2.04.160 of the Metro Code). The Contractor shall contact Metro prior

to negotiating any subcontracts. Metro reserves the right, at all times during the period of this Agreement, to monitor compliance with the terms of this paragraph and Metro's Disadvantaged Business Program.

A copy of the Metro Code relating to the Disadvantaged Business Program, Section 2.04, is attached. (See Attachment 4.)

All questions regarding DBE/WBE requirements should be addressed to the Contracts Officer, Mr. A. M. Hazen at (503) 221-1646.

VII. Proposal Contents

The proposal should contain not more than ten (10) pages of written material (excluding biographies and brochures and Proposal Forms, which may be included in an appendix), describing the ability of the consultant to perform the work required. Contents of the proposal should be as follows:

A. Transmittal Letter

Indicate who will be assigned to the project, who will be project manager, and that the proposal will be valid for ninety (90) days.

B. Proof of insurance as described in the Proposal Forms.

C. All Proposal Forms must be attached.

D. A project work plan describing how each task in the Scope of Work will be completed within the given time frame. Include a proposed work plan and schedule.

E. Technical information as follows: Indicate the proposed flight height and the stereoplottting equipment and associated computer software to be used for the aerial photography and topographic mapping, as well as the anticipated resulting accuracy.

For the volume computations, indicate the coordinate system to be used (i.e. State Plane, UTM, etc.). Indicate computer software and computational method to be used and their anticipated accuracy. Provide all necessary information for Metro to obtain the computer software to be used in the volume computations, such as its name, where to purchase it, its estimated cost, what kind of computer system is necessary to run it (i.e. is it PC compatible?, etc.).

A budget not to exceed \$40,000 has been established for the first year of this work.

- F. **Costs.** Indicate the following: (1) the cost per task in the Scope of Work for each flyover itemized by labor and expenses and (2) the total cost per flyover, (3) the annual cost of each task, (4) the total annual cost of the proposal. The total cost of this contract should be included in the Proposal Form as "Total Amount Proposed."

Costs shall include all labor, expenses, and any other costs associated with the project. Costs should be itemized by labor and expenses.

- G. A representative list of projects that the proposer's firm has conducted in the past three (3) years that are similar to the work required for this project. Include a description of each project and its scope (work tasks and project cost). For each project, include the name of the contact person, his/her title, role on the project, and telephone number.

Identify persons on the proposed team who worked on each project, and their respective roles. Include resumes of individuals proposed for this contract.

- H. **Staffing/project manager designation:** Identify specific personnel assigned to major project tasks, their roles in relation to the work required, percent of their time on the project, and special qualifications they may bring to the project.

Designate which tasks will be done by subcontractors.

- I. **Exceptions and Comments**

To facilitate evaluation of proposals, Metro wishes that all responding firms adhere to the format outlined within this RFP.

Firms wishing to take exception to, or comment on, any specified criteria within this RFP are encouraged to document their concerns in this part of their proposal. Exceptions or comments should be succinct, thorough, and organized.

VIII. GENERAL PROPOSAL/CONTRACT CONDITIONS

A. Limitation and Award

This RFP does not commit Metro to the award of a contract, nor to pay any costs incurred in the preparation and submission of proposals in anticipation of a contract. Metro reserves the right to accept or reject any or all proposals received as the result of this request, to negotiate with all qualified sources, or to cancel all or part of this RFP.

B. Contract Type

Metro intends to award a personal services contract with the selected form for this project. A copy of the standard form contract which the successful consultant will be required to execute is attached.

C. 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 the services can occur. A monthly billing, accompanied by a progress report, will be prepared for review and approval.

D. 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.

IX. EVALUATION OF PROPOSALS

A. Evaluation Procedure

Proposals received that conform to the proposal instructions will be evaluated. The evaluation will take place using the evaluation criteria identified in the following section. The evaluation process will result in Metro developing a short list of the firms who, in its opinion, are most qualified. Interviews with these firms will be requested prior to final selection of one firm.

B. Evaluation Criteria

This section provides a description of the criteria which will be used in the evaluation of the proposals submitted to accomplish the work defined in the RFP.

EVALUATION CRITERIA

GENERAL		15%
• Compliance with the RFP	5%	
• Completeness of response	5%	
• Clarity and understandability	5%	
		5%
PROJECT ORGANIZATION		
• Project management, assignment of personnel, and use of sub-consultants clearly described and project manager designated	5%	
PROJECT WORKPLAN/APPROACH		30%
• Project Work Plan. Demonstration of understanding of the project's objectives (including work schedule deadlines) and responsiveness of the proposal to those objectives.	10%	
• Product quality or accuracy proposed (field survey work, aerial photography, topographic map, and volume computations)	20%	
PROJECT STAFFING EXPERIENCE		15%
• Qualifications and favorable references indicating the expertise of the project manager, project team, and sub-consultants	5%	
• Demonstrated knowledge of photogrammetry at landfills and evidence of related, successful work record of the firm and sub-consultants	5%	
• Work schedule deadlines adequately met in previous jobs	5%	
COST PROPOSAL		35%
• Cost	35%	
		100%

ATTACHMENTS

1. Proposal Forms
2. Insurance
3. Standard Public Contract
4. Disadvantaged Business Program
5. Sample Data Reports
6. Site Location Map
7. Subarea Boundaries
8. Sample Topographic Map

Attachment 1. PROPOSAL FORMS

PROPOSAL FORMS

(TO BE SUBMITTED AT THE TIME OF PROPOSAL OPENING)

TECHNICAL INFORMATION

(The proposer may reconstruct the form for ease of word processing and to complete responses.)

Proposed flight height: _____

Stereo plotting equipment: _____

Computer software
to be used for plotting:

 Software name: _____

 Where to purchase it: _____

 Estimated cost: _____

 Type of computer system
 necessary to run it: _____

Anticipated accuracy for aerial
photography and mapping: _____

Coordinate system to be used: _____

Volume computations:

 Computational method: _____

 Computer software:

 Software name: _____

 Where to purchase it: _____

 Estimated cost: _____

 Type of computer system
 necessary to run it: _____

Anticipated accuracy for
volume computations: _____

METROPOLITAN SERVICE DISTRICT
COST SCHEDULE
FOR
PHOTOGRAMMETRIC SERVICES

	<u>EACH FLYOVER</u> COST/TASK	<u>ANNUAL</u> COST/TASK
<u>YEAR 1: 1990*</u> (4 times)		
2. Verify locations:	Labor _____	_____
	Expenses _____	_____
	SUBTOTAL	_____
3. Fly/photograph:	Labor _____	_____
	Expenses _____	_____
	SUBTOTAL	_____
4. Prints/negatives:	Labor _____	_____
	Expenses _____	_____
	SUBTOTAL	_____
5. Topographic map:	Labor _____	_____
	Expenses _____	_____
	SUBTOTAL	_____
7. Compute volumes:	Labor _____	_____
	Expenses _____	_____
	SUBTOTAL	_____
8. Data report:	Labor _____	_____
	Expenses _____	_____
	SUBTOTAL	_____
TOTAL	_____	_____

*YEAR 1: Jan 1990, Apr 1990, July 1990, Oct 1990

COST SCHEDULE - Page 2

	<u>EACH FLYOVER</u> COST/TASK	<u>ANNUAL</u> COST/TASK
<u>YEAR 2: 1991*</u> (4 times)		
2. Verify locations:	Labor _____	_____
	Expenses _____	_____
	SUBTOTAL _____	_____
3. Fly/photograph:	Labor _____	_____
	Expenses _____	_____
	SUBTOTAL _____	_____
4. Prints/negatives:	Labor _____	_____
	Expenses _____	_____
	SUBTOTAL _____	_____
5. Topographic map:	Labor _____	_____
	Expenses _____	_____
	SUBTOTAL _____	_____
7. Compute volumes:	Labor _____	_____
	Expenses _____	_____
	SUBTOTAL _____	_____
8. Data report:	Labor _____	_____
	Expenses _____	_____
	SUBTOTAL _____	_____
TOTAL	_____	_____

*YEAR 2: Jan 1991, Apr 1991, July 1991, Oct 1991

	<u>EACH FLYOVER</u> COST/TASK	<u>ANNUAL</u> COST/TASK
<u>YEAR 3: 1992*</u> (2 times)		
2. Verify locations:	Labor _____	_____
	Expenses _____	_____
	SUBTOTAL _____	_____
3. Fly/photograph:	Labor _____	_____
	Expenses _____	_____
	SUBTOTAL _____	_____
4. Prints/negatives:	Labor _____	_____
	Expenses _____	_____
	SUBTOTAL _____	_____
5. Topographic map:	Labor _____	_____
	Expenses _____	_____
	SUBTOTAL _____	_____
7. Compute volumes:	Labor _____	_____
	Expenses _____	_____
	SUBTOTAL _____	_____
8. Data report:	Labor _____	_____
	Expenses _____	_____
	SUBTOTAL _____	_____
TOTAL	_____	_____

*YEAR 3: Apr 1992, October 1992

TOTAL AMOUNT BID:

YEAR 1: _____
 YEAR 2: _____
 YEAR 3: _____
 TOTAL AMOUNT BID \$ _____

DISADVANTAGED BUSINESS PROGRAM COMPLIANCE FORM

(To be submitted with Proposal)

Name of Metro Project: Photogrammetric Services

Name of Bidder:

Address:

Telephone: _____

In accordance with Metro's Disadvantaged Business Program, the above-named Bidder has accomplished the following:

- _____ 1. Has fully met the Contract goals and will subcontract _____ percent of the Contract amount to DBEs and _____ percent to WBEs.
- _____ 2. Has partially met the Contract goals and will subcontract _____ percent of the Contract amount to DBEs and _____ percent to WBEs. Contractor has made good faith efforts prior to Bid opening (or proposal submission date, as applicable) to meet the full goals and will submit documentation of the same to Metro within two d\working days of Bid opening (or proposal submission date).
- _____ 3. Will not subcontract any of the contract amount of DBEs or WBEs but has made good faith efforts prior to Bid opening (or proposal submission date, as applicable) to meet the contract goals and will submit documentation of such good faith efforts to Metro within two working days of Bid opening (or proposal submission date).

Authorized Signature

Date

DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION FORM

1. Name of Metro Project Photogrammetric Services

2. Name of Bidder _____

Address of Bidder _____

3. The above-named bidder intends to subcontract _____ percent of the Total Bid Price to the following Disadvantaged Business Enterprises (DBEs):

Names, Contact Persons, Addresses, and Telephone Numbers of DBE Firms Bidder Anticipates Utilizing	Nature of Participation	Dollar Value of Participation
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

	Total	_____
Amount of Total Bid Price		_____
DBE Percent of Total Bid Price		_____

Authorized Signature

Date: _____

THIS FORM IS TO BE COMPLETED, SIGNED AND SUBMITTED BY THE CLOSE OF THE NEXT WORKING DAY FOLLOWING PROPOSAL SUBMISSION

WOMEN-OWNED BUSINESS ENTERPRISE UTILIZATION FORM

1. Name of Metro Project Photogrammetric Services

2. Name of Bidder _____

Address of Bidder _____

3. The above-named bidder intends to subcontract _____ percent of the Total Bid Price to the following Women-Owned Business Enterprises (WBEs):

Names, Contact Persons, Addresses, and Telephone Numbers of WBE Firms Bidder Anticipates Utilizing	Nature of Participation	Dollar Value of Participation
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

	Total	_____
Amount of Total Bid Price		_____
WBE Percent of Total Bid Price		_____

Authorized Signature

Date: _____

THIS FORM IS TO BE COMPLETED, SIGNED AND SUBMITTED BY THE CLOSE OF THE NEXT WORKING DAY FOLLOWING PROPOSAL SUBMISSION

SAMPLE OF REQUIRED LETTER OF AGREEMENT
BETWEEN GENERAL CONTRACTOR AND DISADVANTAGED BUSINESS SUBCONTRACTOR

(Company Letterhead)

Date:

DISADVANTAGED BUSINESS VENDOR
Name and Address

Reference: (Project Title)

Appropriate Salutation:

This letter is to advise that our firm is to be awarded a contract from the Metropolitan Service District for the above mentioned project.

Please sign this letter of agreement to verify that you will be entering into a subcontract with our company for furnishing (name of equipment, supplies, personal services, etc.)

_____ for an amount not less than \$_____ .

OR

Please sign this letter of agreement to verify that you will be entering into a subcontract with our company for construction of (list to exact work to be provided under this subcontract)

_____ for an amount not less than \$_____ .

Appropriate Closing,
Company Name

Name and Title of Person Signing

Signature
Disadvantaged Business/Vendor

NOTICE: This letter must be specific. If the disadvantaged business subcontractor intends to enter subcontract for furnishing materials only, then the specific material(s) and dollar value must be stated in this letter of agreement.

If the disadvantaged business subcontractor intends to provide labor, equipment, and materials for the construction of a certain part of the project, then a complete description must be stated in this letter of agreement.

Attachment 2. INSURANCE

CERTIFICATE OF INSURANCE

The Bidder agrees to furnish to Metro, before commencing the work under this Contract, any certificates of insurance required by these Documents.

INSURANCE REQUIREMENTS

The Contractor shall provide (from insurance companies acceptable to Metro) the insurance coverage designated hereinafter and pay all costs therefor.

Before commencing work under this contract, the Contractor shall furnish Metro with certificates of insurance evidencing coverage as specified, naming Metro as an additional named insured and showing the expiration of policies. The Insurance Carriers, policies, and certificates shall meet the following criteria and/or contain substantially the following statements:

1. Carrier(s) shall have an A+ or better insurance rating.
2. This/these policy(ies) shall be considered as primary insurance and exclusive of any insurance carried by Metro and the insurance endorsed by this certificate shall be exhausted first, notwithstanding the fact that Metro may have other valid and collectible insurance covering the same risk.
3. This/these policy(ies) shall not be cancelled, reduced in coverage, nor materially altered until after sixty (60) days written notice of such cancelled, reduction or alteration in coverage shall have been received by Metro.
4. No act on the part of the insured shall effect the coverage afforded to Metro under the insurance covered by this certificate.
5. This/these policy(ies) consist only of insurance on an occurrence basis, not on a claims made basis.

Contract shall immediately increase the amounts of insurance required to reflect any changes in Oregon Law to ensure that the insurance provided shall cover, at a minimum and in addition to the designated insurance requirements listed below, the maximum limits under the Oregon Tort Claims Act, or any other applicable tort claims act.

Designated Insurance Requirements:

		LIMITS
1.	(a) Workers' compensation covering all employees who are engaged in any under the contract	Statutory (State of Oregon/Federal)
	(b) Employers' liability including bodily injury caused by disease. Not less than	\$500,000
2.	Commercial Automobile Liability including owned, now-owned and hired vehicles	
	(a) Bodily injury (including death)	
	(b) Property damage	
	(a and b coverage)	\$1,000,000 combined single limit
3.	Comprehensive General Liability and Protection and Indemnity, if applicable	
	(a) Contractor's Public Liability:	
	(i) Bodily injury (including death) and personal injury	
	(ii) Broad Form Property Damage and Broad Form Property Damage including Completed Operations	
	(i and ii coverage)	\$1,000,000 per occurrence/aggregate combined single limit bodily injury and property damage
	(b) Metro's and Contractors' Protective Liability	
	(i) Bodily injury (including death)	
	(ii) Broad Form Property Damage and Broad Form Property Damage including Completed Operations	
	(i and ii coverage)	\$1,000,000 per occurrence/aggregate combined single limit bodily injury and property damage

Attachment 3. PERSONAL SERVICES CONTRACT

Contract No. _____

PERSONAL SERVICES CONTRACT

THIS AGREEMENT dated this ____ day of _____, 19____, is between the METROPOLITAN SERVICE DISTRICT, a municipal corporation, hereinafter referred to as "METRO," whose address is 2000 S.W. First Avenue, Portland, Oregon 97201-5398, and _____, hereinafter referred to as "CONTRACTOR," whose address is _____, for the period of _____, 19____, through _____, 19 ____, and for any extensions thereafter pursuant to written agreement of both parties.

W I T N E S S E T H:

WHEREAS, This Agreement is exclusively for Personal Services; NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

CONTRACTOR AGREES:

1. To perform the services and deliver to METRO the materials described in the Scope of Work attached hereto;
2. To provide all services and materials in a competent and professional manner in accordance with the Scope of Work;
3. 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.

4. To maintain records relating to the Scope of work on a generally recognized accounting basis and to make said records available to METRO at mutually convenient times;

5. To indemnify and hold METRO, its agents and employees harmless 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 Agreement, with any patent infringement arising out of the use of CONTRACTOR's designs or other materials by METRO and for any claims or disputes involving subcontractors;

6. To comply with any other "Contract Provisions" attached hereto as so labeled; and

7. CONTRACTOR shall be an independent contractor for all purposes, shall be entitled to no compensation other than the compensation provided for in the Agreement. CONTRACTOR hereby certifies that it is the direct responsibility employer as provided in ORS 656.407 or a contributing employer as provided in ORS 656.411.

In the event CONTRACTOR is to perform the services described in this Agreement without the assistance of others, CONTRACTOR hereby agrees to file a joint declaration with METRO to the effect that CONTRACTOR services are those of an independent contractor as provided under Chapter 864 Oregon Laws, 1979.

METRO AGREES:

1. To pay CONTRACTOR for services performed and materials delivered in the maximum sum of _____ AND ____/100THS (\$_____) DOLLARS and in the manner and at the time designated in the Scope of Work; and

2. To provide full information regarding its requirements for the Scope of Work.

BOTH PARTIES AGREE:

1. That METRO may terminate this Agreement upon giving CONTRACTOR five (5) days written notice without waiving any claims or remedies it may have against CONTRACTOR;

2. That, in the event of termination, METRO shall pay CONTRACTOR for services performed and materials delivered prior to

the date of termination; but shall not be liable for indirect or consequential damages;

3. That, in the event of any litigation concerning this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to an appellate court;

4. That this Agreement may be amended only by the written agreeemnt of both parties.

CONTRACTOR NAME

METROPOLITAN SERVICE DISTRICT

By: _____

By: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Date: _____

Attachment 4.

DISADVANTAGED BUSINESS PROGRAM

**Due to the volume of the document, Attachment 4. has not been reprinted in this agenda packet. Parties wanting copies of the document should contact the Clerk of the Council at 221-1646 ext. 206.

Attachment 5. SAMPLE DATA REPORTS

AERO-GEODETTIC CORP.

DEC. 13, 1988

CROSS SECTION VOLUME COMPUTATIONS

VOLUMES BY AVERAGE-END-AREA

CUT TIMES 1.00, FILL TIMES 1.00
 LEFT CATCH, CUT .0 , FILL .0
 RIGHT CATCH, CUT .0 , FILL .0

TERRAIN: 1000 JOB #884145...FLOWN 11-2-88...LOT3A
 DESIGN: 1000 EXTRACTED FROM DESIGN BLUE PRINT

STATION	CUT AREA	FILL AREA	CUT VOL	FILL VOL	ACCUM CUT	ACCUM FILL
-----	---(SQUARE FEET)---	---	-----	-----	-----	-----
					(CUBIC YARDS)	(CUBIC YARDS)
112+00.00	.0	-608.2	.0	.0	0.	0.
113+00.00	168.2	-89.1	311.5	-1291.3	311.	-1291.
1000 11400.00	IS NOT IN THE DESIGN FILE					
115+00.00	20.7	-318.8	699.8	-1510.5	1011.	-2802.
116+00.00	7.9	-371.0	53.0	-1277.4	1064.	-4079.
117+00.00	431.0	-1312.5	812.7	-3117.7	1877.	-7197.
118+00.00	371.9	-1280.8	1486.9	-4802.4	3364.	-11999.
119+00.00	222.1	-1587.5	1100.2	-5311.6	4464.	-17311.
1000 12000.00	IS NOT IN THE DESIGN FILE					
120+40.00	514.2	-2032.0	1909.0	-9384.0	6373.	-26695.
1000 12100.00	IS NOT IN THE DESIGN FILE					
122+00.00	167.4	-829.7	2019.5	-8479.2	8393.	-35174.
123+00.00	81.1	-249.1	460.3	-1997.9	8853.	-37172.
124+00.00	16.1	-447.5	180.2	-1290.0	9033.	-38462.
125+00.00	7.1	-779.8	43.1	-2272.7	9076.	-40735.
126+00.00	68.0	-1040.8	139.0	-3371.5	9215.	-44106.
127+00.00	.0	-636.0	125.9	-3105.2	9341.	-47211.

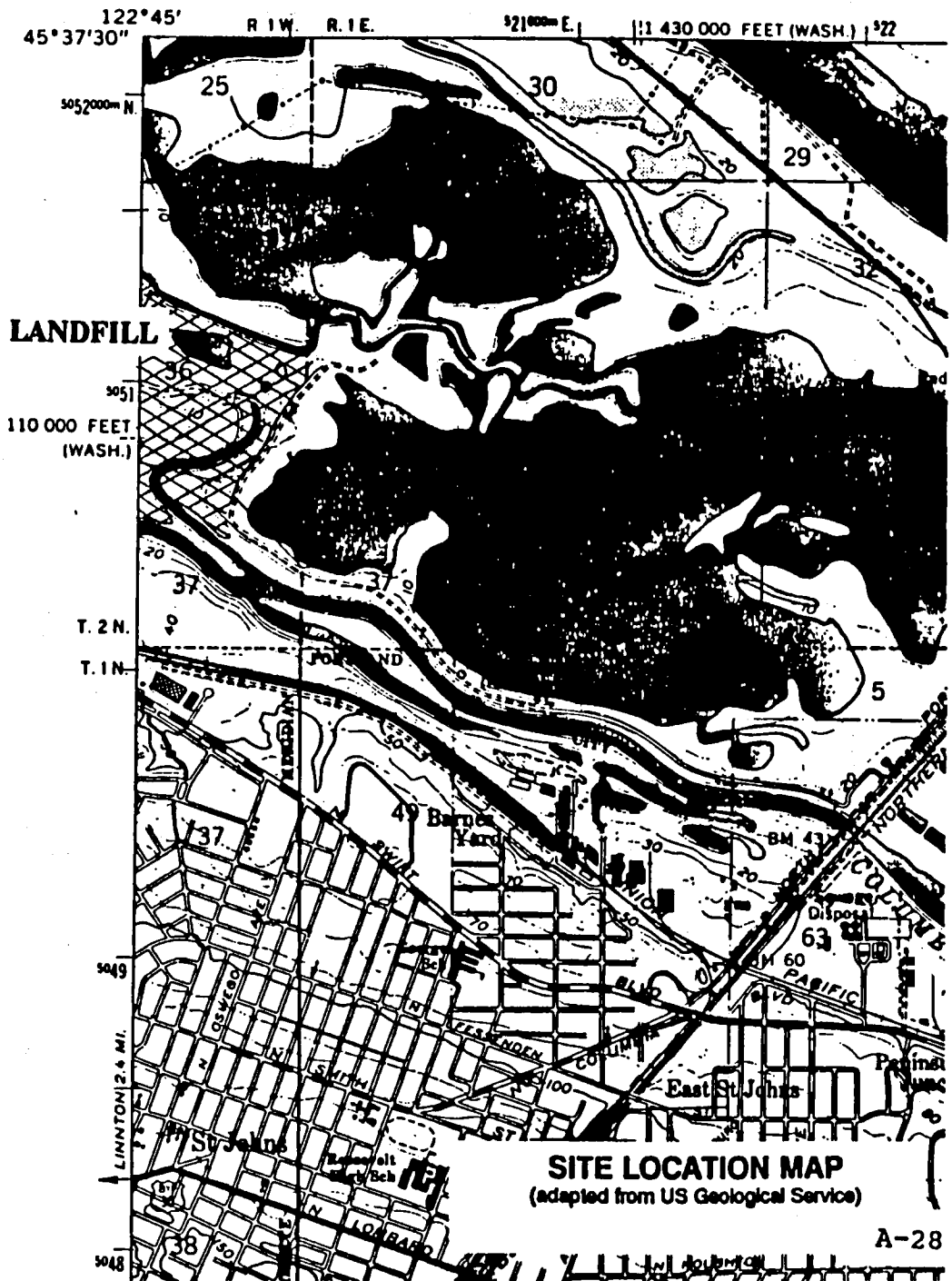
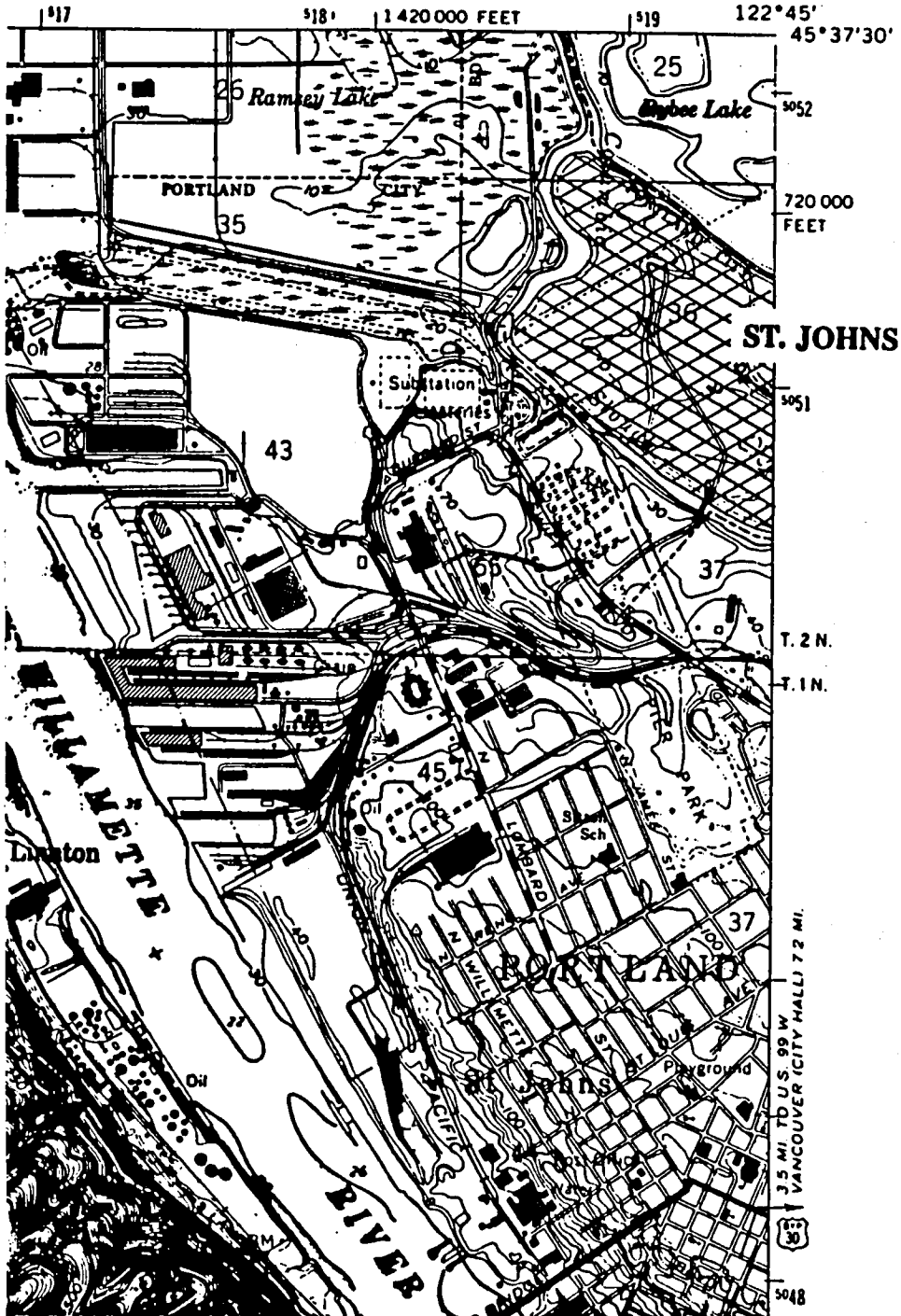
HORIZONTAL AREA = 666494. SF

TOTAL VOLUMES, CUT = 9341., FILL = -47211., NET = -37870.

Attachment 6. SITE LOCATION MAP
 LINNONTON QUADRANGLE
 OREGON
 7.5 MINUTE SERIES (TOPOGRAPHIC)
 SE/4 HILLSBORO 15' QUADRANGLE

1473 II NW
 (VANCOUVER)

PORTLAND QUADRANGLE
 OREGON-WASHINGTON
 7.5 MINUTE SERIES (TOPOGRAPHIC)
 SW/4 PORTLAND 15' QUADRANGLE



ST. JOHNS LANDFILL

SITE LOCATION MAP
 (adapted from US Geological Service)

SAMPLE DATA REPORTS (cont)

AERO-GEODETTIC CORP.
TERRAIN CROSS SECTIONS

DEC. 13, 1988

BASELINE 1000 JOB #884145...FLOWN 11-2-88...LOT3A

112+00.00

1281.76	35.24	1288.58	36.74	1296.10	38.38	1300.07	39.35
1308.72	40.48	1315.79	42.42	1323.07	44.44	1332.70	46.31
1336.51	47.51	1342.52	48.48	1349.29	50.12	1357.80	52.14
1363.77	53.71	1371.66	54.54	1377.99	55.13	1385.94	55.88
1391.62	56.41	1406.31	57.08	1417.22	57.68	1429.69	57.75
1442.11	58.42	1454.63	59.17	1490.00	61.00		

113+00.00

1280.55	36.37	1287.88	37.86	1292.95	38.98	1303.56	40.63
1308.34	42.35	1319.94	43.77	1330.42	45.79	1340.67	48.33
1348.17	50.13	1354.91	51.40	1361.02	52.89	1367.20	54.39
1372.37	55.36	1378.53	56.41	1384.97	57.08	1390.67	57.31
1400.88	57.90	1409.98	58.28	1418.62	58.58	1426.73	58.80
1439.65	58.80	1450.91	58.87				

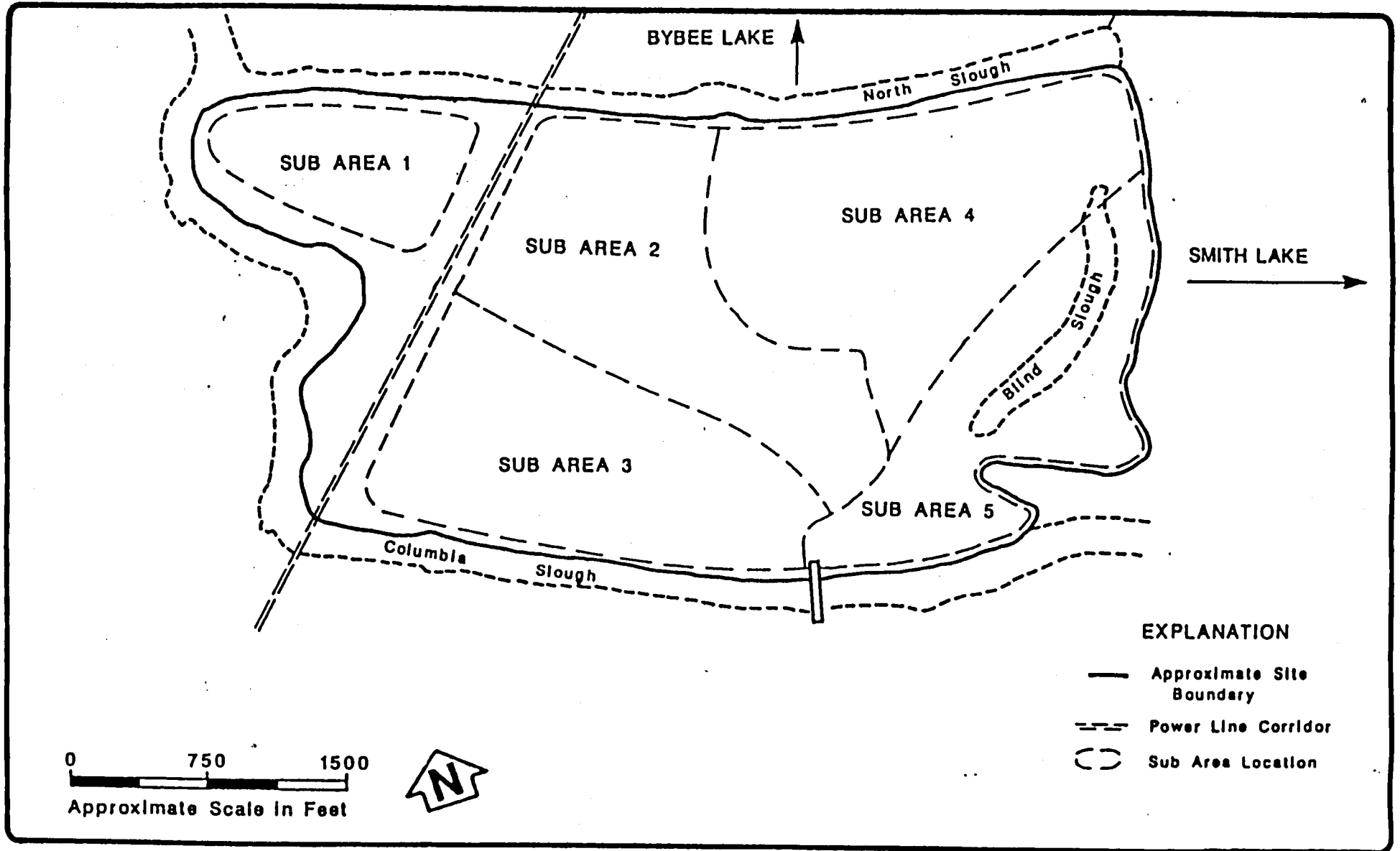
114+00.00

1173.69	6.68	1181.97	10.72	1186.49	17.15	1197.05	20.59
1206.30	22.83	1210.79	23.66	1217.08	23.58	1224.43	23.28
1227.88	22.68	1233.30	23.88	1241.01	26.27	1250.52	28.59
1260.37	31.88	1272.32	34.72	1279.61	36.74	1286.16	38.46
1299.35	40.41	1311.68	42.35	1318.21	44.15	1328.86	45.72
1336.87	47.59	1346.56	49.75	1355.64	52.37	1364.57	54.24
1371.24	55.66	1377.62	57.08	1389.95	57.91	1403.26	58.50
1414.59	58.50	1422.20	58.73	1432.36	58.80	1442.75	58.80
1454.90	59.40	1467.13	60.00	1475.65	60.30	1483.58	60.67

115+00.00

1284.98	39.81	1291.52	41.16	1299.72	42.35	1309.31	43.85
1314.29	45.12	1323.50	46.69	1332.02	48.71	1344.49	51.10
1356.74	53.42	1365.08	55.74	1374.29	56.94	1386.18	57.61
1394.16	57.91	1404.46	57.98	1415.08	58.28	1426.11	58.88
1435.89	59.48	1443.29	59.55	1454.62	60.37	1464.32	60.45
1476.77	60.45	1484.63	60.60	1494.25	60.97		

Attachment 7. SUBAREA BOUNDARIES



32

Sweet-Edwards
EMCON

METRO/ST. JOHNS LANDFILL
Sub Area Boundaries

Figure 9

DATE	1-24-89
DWN.	mmm
APP.	AWK
REVIS.	
PROJECT NO	T6403.02



STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 89-1171 FOR THE PURPOSE OF AUTHORIZING ISSUANCE OF A REQUEST FOR PROPOSALS FOR PHOTOGRAMMETRIC SERVICES AT ST. JOHNS LANDFILL

Date: November 14, 1989

Presented by: Bob Martin
Jim Watkins

FACTUAL BACKGROUND AND ANALYSIS

Since November 1986, photogrammetric services at St. Johns Landfill - such as aerial photography, topographic mapping, and volumetric computations to determine the remaining capacity - have been provided as part of Contract #86-10-177SW. Upon receipt of final reports this contract, which also provides independent landfill inspections, will be completed.

As the St. Johns Landfill gets closer to closure, it becomes imperative that information regarding remaining refuse capacity and refuse settlement be updated regularly and consistently. In order to provide regular updates, the Request for Proposals requires two years of quarterly flyovers - twice the frequency of the current contract - until after the landfill is closed. To provide an accurate and comparable measurement tool until closure, it is important that the remaining refuse volume data be as consistent as possible from year to year. A three (3) year contract with the same vendor each year will promote such consistency.

A Request for Bids for Photogrammetric Services at St. Johns Landfill was released October 13, 1989. Only one bid was received and it was deemed non-responsive. A number of prospective bidders did respond with letters and comments indicating that photogrammetric services are generally solicited through a Request for Proposals process, rather than the Request for Bids process.

It is recommended that at this time a Request for Proposals (Exhibit #1 to Resolution #1171) be issued for the purpose of obtaining photogrammetric services for St. Johns Landfill.

BUDGET IMPACTS

\$100,000 has been allocated in fiscal year 1989-90 for Engineering Services for the Annual Report, which is for both photogrammetric and inspection services at St. Johns Landfill. The inspection services will be solicited on a separate Request

for Proposals.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends adoption of Resolution No. 89-1171 which authorizes the issuance of an RFP for solicitation of photogrammetric services at St. Johns Landfill.

JW:JK:ay
FLY-RFP\SW891171.RES
November 17, 1989

SOLID WASTE COMMITTEE REPORT

RESOLUTION NO. 89-1171, FOR THE PURPOSE OF AUTHORIZING
ISSUANCE OF A REQUEST FOR PROPOSALS FOR PHOTOGRAMMETRIC
SERVICES AT ST. JOHNS LANDFILL

Date: November 29, 1989

Presented by: Councilor
Gary Hansen

Committee Recommendation: The Solid Waste Committee voted 5 to 0 to recommend Council adoption of Resolution No. 89-1171. Voting: Councilors Hansen, DeJardin, Buchanan, Ragsdale and Wyers. This action taken November 28, 1989.

Committee Discussion/Issues: A Request for Bids (RFB) for Photogrammetric Services at St. Johns Landfill (aerial photography) was released October 13, 1989. Only one bid was received and it was deemed non-responsive. A number of prospective bidders indicated services are generally solicited through a Request for Proposals (RFP) process.

As the St. Johns Landfill gets closer to closure, it is important that information regarding remaining refuse capacity and refuse settlement be updated regularly and consistently. The proposed flyover frequency is twice that provided in the current contract.

The proposed three year contract would provide the following flyovers:

Year 1: January 1990, April 1990, July 1990, and October 1990

Year 2: January 1991, April 1991, July 1991, and October 1991

Year 3: April 1992 and October 1992

One hundred thousand dollars (\$100,000) has been allocated in fiscal year 1989-90 for engineering services for photogrammetric and inspection services at St. Johns Landfill. The inspection services will be solicited in a separate Request for Proposals.

The Solid Waste Committee asked the following questions:

1. Why are flyovers necessary after the landfill closes? Staff indicated that they are necessary because of landfill settlement and we need to know where to fill in order to achieve the final contours.
2. Do we have the right to eliminate any of the flyover events without cost to Metro? Staff stated that we do.

SOLID WASTE COMMITTEE REPORT

Resolution No. 89-1171

November 29, 1989

Page 2

3. Who is going to evaluate the proposals for photogrammetric services? Staff stated that the Solid Waste staff will do the evaluation.

It was noted that the proposed contract is for professional services and, therefore, not subject to the bid process.

There being no further discussion, the Committee voted to recommend Council adoption of the resolution.

GH:RB:pa
RB.129

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 89-1171 FOR THE PURPOSE
OF AUTHORIZING ISSUANCE OF A REQUEST FOR PROPOSALS FOR
PHOTOGRAMMETRIC SERVICES AT ST. JOHNS LANDFILL

Date: November 14, 1989

Presented by: Bob Martin
Jim Watkins

FACTUAL BACKGROUND AND ANALYSIS

Since November 1986, photogrammetric services at St. Johns Landfill - such as aerial photography, topographic mapping, and volumetric computations to determine the remaining capacity - have been provided as part of Contract #86-10-177SW. Upon receipt of final reports this contract, which also provides independent landfill inspections, will be completed.

As the St. Johns Landfill gets closer to closure, it becomes imperative that information regarding remaining refuse capacity and refuse settlement be updated regularly and consistently. In order to provide regular updates, the Request for Proposals requires two years of quarterly flyovers - twice the frequency of the current contract - until after the landfill is closed. To provide an accurate and comparable measurement tool until closure, it is important that the remaining refuse volume data be as consistent as possible from year to year. A three (3) year contract with the same vendor each year will promote such consistency.

A Request for Bids for Photogrammetric Services at St. Johns Landfill was released October 13, 1989. Only one bid was received and it was deemed non-responsive. A number of prospective bidders did respond with letters and comments indicating that photogrammetric services are generally solicited through a Request for Proposals process, rather than the Request for Bids process.

It is recommended that at this time a Request for Proposals (Exhibit #1 to Resolution #1171) be issued for the purpose of obtaining photogrammetric services for St. Johns Landfill.

BUDGET IMPACTS

\$100,000 has been allocated in fiscal year 1989-90 for Engineering Services for the Annual Report, which is for both photogrammetric and inspection services at St. Johns Landfill. The inspection services will be solicited on a separate Request



METRO

2000 S.W. First Avenue
Portland, OR 97201-5398
503/221-1646

Memorandum

DATE: November 21, 1989
TO: Contracts Office
FROM: Paulette Allen, Committee Clerk
RE: RFP - PHOTOGRAMMETRIC SERVICES

I certify that the above RFP entitled "Photogrammetric Services" was received and filed in the Council Department November 20, 1989.

Paulette Allen 11/21/89
Acting Clerk of the Council Date

cc: Gary Hansen
Ray Barker
Ray Phelps
Neil E. Saling
Joanna Karl



METRO

2000 S.W. First Avenue
Portland, OR 97201-5398
503/221-1646

Memorandum

RECEIVED NOV 21 1989

Date: November 20, 1989
To: Gwen Ware-Barrett, Clerk of the Council
From: Amha M. Hazen, Contracts Administrator *Amha*
Regarding: RFP: Photogrammetric Services

I have attached the RFP entitled "Photogrammetric Services" for filing with Metro Council. The contract is a Type "A" Multi-Year, as designated by the Council during the budget process.

AMH:JP

cc: Ray Phelps, Director - Finance & Administration
Neil E. Saling, Construction Projects Manager
Joanna Karl, Senior Engineer Planner

REQUEST FOR PROPOSALS

**PHOTOGRAMMETRIC SERVICES
For Ten (10) Flyover Events**

METROPOLITAN SERVICE DISTRICT

SOLID WASTE DEPARTMENT

**2000 S.W. First Avenue
Portland, Oregon 97201-5398**

(503) 221-1646

December 1989

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REQUEST FOR PROPOSALS

FOR AERIAL PHOTOGRAPHY AT ST. JOHNS LANDFILL

I. INTRODUCTION

The Solid Waste Department of the Metropolitan Service District (Metro) is requesting proposals for aerial photography, topographic mapping, and volumetric calculations for St. Johns Landfill.

The term of the contract is three years and shall include aerial photography, topographic mapping, and computations and data reports of the landfill's remaining volume. The attached Scope of Work lists tasks to be performed.

The proposals will be due on Monday, January 8, 1990 at 3pm in Metro's business offices at 2000 S.W. First Avenue. Details concerning the project and proposal are contained in this document.

II. BACKGROUND/HISTORY OF PROJECT

The 50-year-old St. Johns Landfill is a full service general use sanitary landfill serving nearly all of the Portland metropolitan region. It is proposed to close on February 1, 1991.

The landfill is located in North Portland at 9363 N. Columbia Boulevard (See attachment 6). The entire landfill, consisting of five distinct Subareas (See Attachment 7), is 254 acres. Existing controls are both horizontal and vertical (circled on the sample topographic map, Attachment 8). Coordinates of the existing controls will be supplied upon award of the contract.

The Metropolitan Service District (Metro) of Portland, Oregon is responsible for managing all aspects of solid waste disposal in the Portland metropolitan area. Metro has operated St. Johns Landfill, which is owned by the City of Portland, since 1980.

III. PROPOSED SCOPE OF WORK/SCHEDULE

The following provisions for each flyover event (excepting Tasks 1 and 3):

1. The Contractor shall identify a single person as project manager to work with Metro. The Contractor shall be responsible for any subcontractor work and shall be responsible for the day-to-day direction and internal management of the Contractor and subcontractor effort.

2. Verify locations of pre-established permanent ground reference points at the St. Johns Landfill and/or establish new ones as necessary in order to determine available landfill space by photogrammetry.
3. Fly and photograph the landfill quarterly for the first two (2) years of the contract, and semi-annually the third year of the contract. These flyover dates shall not be later than January 28, April 28, July 28, and October 28 as follows unless weather conditions make this impossible:

YEAR 1: Jan 1990, Apr 1990, July 1990, and Oct 1990.

YEAR 2: Jan 1991, Apr 1991, July 1991, and Oct 1991

YEAR 3: Apr 1992, and Oct 1992

4. Produce and deliver to Metro 9" x 9" stereoscopic contact prints and negatives at 1"/500 foot scale. Also produce and deliver one (1) 30" x 36" color photographic print of the entire St. Johns Landfill.
5. Deliver one full size (Scale: 1"=100' with 2' contours) and one 8-1/2" x 17" mylar of a topographic map of the full landfill to Metro. Also deliver one computer "floppy" disk of the data used for the topographic mapping. The following data shall be included in the margin of each map: "St. Johns Landfill", date, map scale, north arrow, accuracy note, and bar scale.

The topographic maps shall be consistent with previous topographic maps. If a different coordinate system is used from the system in our existing maps (E9,000-E14,500 and N1,000-N4,500 in 500' intervals), a conversion shall be shown on each topographic map, as well as within the written data report described in Task 8.

6. Deliver one (1) topographic map of the landfill to Metro staff (for review and designation of active and inactive fill areas). Delivery should be approximately fourteen (14) days before each flyover event is scheduled in order to provide adequate time for staff to make the designations and return the topographic maps.
7. Digitize final grades provided by Metro for designated portions of the landfill. The designation will be based on a distinction between areas of active fill and post-closure settlement, as determined by Metro prior to each flyover event (Task 6). Compute the remaining volumes of the designated landfill portions. (Note: In the event of an incremental approval of the landfill's final contours, Metro may change the final grades a number of times throughout the three-year contract.)

8. Deliver three (3) copies of a written data report to Metro, summarizing the remaining landfill volumes. Include a brief discussion of the computational method being used, the overall accuracy of the resulting volumes, and any specific problems encountered. Append to the report all digitized cross sections of the existing and final grades, field survey records, control descriptions, computations, and related materials. Also, deliver one (1) digitized record on computer "floppy" disk for present and final grades.
9. All materials described in Tasks 4, 5, and 8 shall be delivered to Metro on or before March 1, June 1, September 1, and December 1 respectively.
10. Metro may require that Tasks 7 and 8 - the volume computation and written and computerized data reports - be delayed or deleted after completing the flyover (for example, due to final engineering design and pending approval of new final grades for the St. Johns Landfill). Such notification by Metro will be given the Contractor at least fourteen (14) calendar days before the final day for flying and photographing the landfill. Metro also reserves the option to cancel an entire flyover event. If the entire event is to be canceled, notification by Metro will be given the Contractor at least thirty (30) calendar days before the final day for flying and photographing the landfill.

IV. QUALIFICATIONS/EXPERIENCE

Each proposal must include a description of both the firm's experience and the individual's experience which directly relates to the work identified in the Scope of Work.

V. PROJECT ADMINISTRATION

Proposals must identify a single person as project manager to work with Metro. The contractor must assure responsibility for any subcontractor work and shall be responsible for the day-to-day direction and internal management of the project. The prime contractor shall have, or be capable of obtaining, professional liability insurance, general liability insurance, business automobile insurance, and workers compensation insurance covering the services to be performed, as shown in Attachment 2. Metro shall be named as an additional insured.

VI. PROPOSAL INSTRUCTIONS

A. Submission of Proposals

Three (3) copies of the proposal shall be furnished to Metro addressed to:

Joanna Karl
Metropolitan Service District
Solid Waste Department
2000 S.W. First Avenue
Portland, OR 97201-5398

B. Deadline

Proposals will not be considered if received after 3pm Monday, January 8, 1990. Postmarks are not acceptable.

C. RFP as Basis for Proposals

This RFP presents the most definitive statement Metro will make concerning information upon which proposals are to be based. Any verbal information which is not contained in this RFP will not be considered by Metro in evaluating the proposals. All questions relating to the RFP, or the project must be submitted in writing to Joanna Karl, Senior Solid Waste Engineer. Any questions which in the opinion of Metro warrant a written reply or RFP amendment will be furnished to all parties receiving a copy of this RFP. Metro will not respond to questions received after Friday, December 22, 1989.

D. Subconsultants; Disadvantaged Business Program

A subcontractor is any person or firm proposed to work for the prime Contractor on this project. Metro does not wish any subcontractor selection to be finalized prior to Contract award. For any task or portion of a task to be undertaken by a subcontractor, the prime contractor shall not sign up a subcontractor on an exclusive basis.

In the event that any subcontractors are to be used in the performance of this Agreement, the Contractor agrees to reach the goal of subcontracting 7 percent of the Contract amount to Disadvantaged Business Enterprises, and 5 percent of the Contract amount to Women-Owned Business Enterprises or make good faith efforts to reach the goals as defined in Metro's Disadvantaged Business Program (Section 2.04.160 of the Metro Code). The Contractor shall contact Metro prior

to negotiating any subcontracts. Metro reserves the right, at all times during the period of this Agreement, to monitor compliance with the terms of this paragraph and Metro's Disadvantaged Business Program.

A copy of the Metro Code relating to the Disadvantaged Business Program, Section 2.04, is attached. (See Attachment 4.)

All questions regarding DBE/WBE requirements should be addressed to the Contracts Officer, Mr. A. M. Hazen at (503) 221-1646.

VII. Proposal Contents

The proposal should contain not more than ten (10) pages of written material (excluding biographies and brochures and Proposal Forms, which may be included in an appendix), describing the ability of the consultant to perform the work required. Contents of the proposal should be as follows:

A. Transmittal Letter

Indicate who will be assigned to the project, who will be project manager, and that the proposal will be valid for ninety (90) days.

B. Proof of insurance as described in the Proposal Forms.

C. All Proposal Forms must be attached.

D. A project work plan describing how each task in the Scope of Work will be completed within the given time frame. Include a proposed work plan and schedule.

E. Technical information as follows: Indicate the proposed flight height and the stereoplotting equipment and associated computer software to be used for the aerial photography and topographic mapping, as well as the anticipated resulting accuracy.

For the volume computations, indicate the coordinate system to be used (i.e. State Plane, UTM, etc.). Indicate computer software and computational method to be used and their anticipated accuracy. Provide all necessary information for Metro to obtain the computer software to be used in the volume computations, such as its name, where to purchase it, its estimated cost, what kind of computer system is necessary to run it (i.e. is it PC compatible?, etc.).

A budget not to exceed \$40,000 has been established for the first year of this work.

- F. Costs. Indicate the following: (1) the cost per task in the Scope of Work for each flyover itemized by labor and expenses and (2) the total cost per flyover, (3) the annual cost of each task, (4) the total annual cost of the proposal. The total cost of this contract should be included in the Proposal Form as "Total Amount Proposed."

Costs shall include all labor, expenses, and any other costs associated with the project. Costs should be itemized by labor and expenses.

- G. A representative list of projects that the proposer's firm has conducted in the past three (3) years that are similar to the work required for this project. Include a description of each project and its scope (work tasks and project cost). For each project, include the name of the contact person, his/her title, role on the project, and telephone number.

Identify persons on the proposed team who worked on each project, and their respective roles. Include resumes of individuals proposed for this contract.

- H. Staffing/project manager designation: Identify specific personnel assigned to major project tasks, their roles in relation to the work required, percent of their time on the project, and special qualifications they may bring to the project.

Designate which tasks will be done by subcontractors.

- I. Exceptions and Comments

To facilitate evaluation of proposals, Metro wishes that all responding firms adhere to the format outlined within this RFP.

Firms wishing to take exception to, or comment on, any specified criteria within this RFP are encouraged to document their concerns in this part of their proposal. Exceptions or comments should be succinct, thorough, and organized.

VIII. GENERAL PROPOSAL/CONTRACT CONDITIONS

A. Limitation and Award

This RFP does not commit Metro to the award of a contract, nor to pay any costs incurred in the preparation and submission of proposals in anticipation of a contract. Metro reserves the right to accept or reject any or all proposals received as the result of this request, to negotiate with all qualified sources, or to cancel all or part of this RFP.

B. Contract Type

Metro intends to award a personal services contract with the selected form for this project. A copy of the standard form contract which the successful consultant will be required to execute is attached.

C. 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 the services can occur. A monthly billing, accompanied by a progress report, will be prepared for review and approval.

D. 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.

IX. EVALUATION OF PROPOSALS

A. Evaluation Procedure

Proposals received that conform to the proposal instructions will be evaluated. The evaluation will take place using the evaluation criteria identified in the following section. The evaluation process will result in Metro developing a short list of the firms who, in its opinion, are most qualified. Interviews with these firms will be requested prior to final selection of one firm.

B. Evaluation Criteria

This section provides a description of the criteria which will be used in the evaluation of the proposals submitted to accomplish the work defined in the RFP.

EVALUATION CRITERIA

GENERAL		15%
• Compliance with the RFP	5%	
• Completeness of response	5%	
• Clarity and understandability	5%	
		5%
PROJECT ORGANIZATION		
• Project management, assignment of personnel, and use of sub-consultants clearly described and project manager designated	5%	
PROJECT WORKPLAN/APPROACH		30%
• Project Work Plan. Demonstration of understanding of the project's objectives (including work schedule deadlines) and responsiveness of the proposal to those objectives.	10%	
• Product quality or accuracy proposed (field survey work, aerial photography, topographic map, and volume computations)	20%	
PROJECT STAFFING EXPERIENCE		15%
• Qualifications and favorable references indicating the expertise of the project manager, project team, and sub-consultants	5%	
• Demonstrated knowledge of photogrammetry at landfills and evidence of related, successful work record of the firm and sub-consultants	5%	
• Work schedule deadlines adequately met in previous jobs	5%	
COST PROPOSAL		35%
• Cost	35%	
		100%

ATTACHMENTS

1. Proposal Forms
2. Insurance
3. Standard Public Contract
4. Disadvantaged Business Program
5. Sample Data Reports
6. Site Location Map
7. Subarea Boundaries
8. Sample Topographic Map

Attachment 1. PROPOSAL FORMS

PROPOSAL FORMS

(TO BE SUBMITTED AT THE TIME OF PROPOSAL OPENING)

TECHNICAL INFORMATION

(The proposer may reconstruct the form for ease of word processing and to complete responses.)

Proposed flight height: _____

Stereo plotting equipment: _____

Computer software
to be used for plotting: _____

 Software name: _____

 Where to purchase it: _____

 Estimated cost: _____

 Type of computer system
 necessary to run it: _____

Anticipated accuracy for aerial
photography and mapping: _____

Coordinate system to be used: _____

Volume computations: _____

 Computational method: _____

 Computer software: _____

 Software name: _____

 Where to purchase it: _____

 Estimated cost: _____

 Type of computer system
 necessary to run it: _____

Anticipated accuracy for
volume computations: _____

**METROPOLITAN SERVICE DISTRICT
COST SCHEDULE
FOR
PHOTOGRAMMETRIC SERVICES**

	<u>EACH FLYOVER COST/TASK</u>	<u>ANNUAL COST/TASK</u>
<u>YEAR 1: 1990*</u> (4 times)		
2. Verify locations:	Labor _____	_____
	Expenses _____	_____
	SUBTOTAL _____	_____
3. Fly/photograph:	Labor _____	_____
	Expenses _____	_____
	SUBTOTAL _____	_____
4. Prints/negatives:	Labor _____	_____
	Expenses _____	_____
	SUBTOTAL _____	_____
5. Topographic map:	Labor _____	_____
	Expenses _____	_____
	SUBTOTAL _____	_____
7. Compute volumes:	Labor _____	_____
	Expenses _____	_____
	SUBTOTAL _____	_____
8. Data report:	Labor _____	_____
	Expenses _____	_____
	SUBTOTAL _____	_____
TOTAL	_____	_____

*YEAR 1: Jan 1990, Apr 1990, July 1990, Oct 1990

	<u>EACH FLYOVER</u> COST/TASK	<u>ANNUAL</u> COST/TASK
<u>YEAR 2: 1991*</u> (4 times)		
2. Verify locations:	Labor _____	_____
	Expenses _____	_____
	SUBTOTAL _____	_____
3. Fly/photograph:	Labor _____	_____
	Expenses _____	_____
	SUBTOTAL _____	_____
4. Prints/negatives:	Labor _____	_____
	Expenses _____	_____
	SUBTOTAL _____	_____
5. Topographic map:	Labor _____	_____
	Expenses _____	_____
	SUBTOTAL _____	_____
7. Compute volumes:	Labor _____	_____
	Expenses _____	_____
	SUBTOTAL _____	_____
8. Data report:	Labor _____	_____
	Expenses _____	_____
	SUBTOTAL _____	_____
TOTAL	_____	_____

*YEAR 2: Jan 1991, Apr 1991, July 1991, Oct 1991

	<u>EACH FLYOVER</u> COST/TASK	<u>ANNUAL</u> COST/TASK
<u>YEAR 3: 1992* (2 times)</u>		
2. Verify locations:	Labor _____	_____
	Expenses _____	_____
	SUBTOTAL _____	_____
3. Fly/photograph:	Labor _____	_____
	Expenses _____	_____
	SUBTOTAL _____	_____
4. Prints/negatives:	Labor _____	_____
	Expenses _____	_____
	SUBTOTAL _____	_____
5. Topographic map:	Labor _____	_____
	Expenses _____	_____
	SUBTOTAL _____	_____
7. Compute volumes:	Labor _____	_____
	Expenses _____	_____
	SUBTOTAL _____	_____
8. Data report:	Labor _____	_____
	Expenses _____	_____
	SUBTOTAL _____	_____
TOTAL	_____	_____

*YEAR 3: Apr 1992, October 1992

TOTAL AMOUNT BID:

YEAR 1: _____
 YEAR 2: _____
 YEAR 3: _____
TOTAL AMOUNT BID \$ _____

DISADVANTAGED BUSINESS PROGRAM COMPLIANCE FORM

(To be submitted with Proposal)

Name of Metro Project: Photogrammetric Services

Name of Bidder:

Address:

Telephone:

In accordance with Metro's Disadvantaged Business Program, the above-named Bidder has accomplished the following:

- _____ 1. Has fully met the Contract goals and will subcontract _____ percent of the Contract amount to DBEs and _____ percent to WBEs.

- _____ 2. Has partially met the Contract goals and will subcontract _____ percent of the Contract amount to DBEs and _____ percent to WBEs. Contractor has made good faith efforts prior to Bid opening (or proposal submission date, as applicable) to meet the full goals and will submit documentation of the same to Metro within two d\working days of Bid opening (or proposal submission date).

- _____ 3. Will not subcontract any of the contract amount of DBEs or WBEs but has made good faith efforts prior to Bid opening (or proposal submission date, as applicable) to meet the contract goals and will submit documentation of such good faith efforts to Metro within two working days of Bid opening (or proposal submission date).

Authorized Signature

Date

DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION FORM

1. Name of Metro Project Photogrammetric Services

2. Name of Bidder _____

Address of Bidder _____

3. The above-named bidder intends to subcontract _____ percent of the Total Bid Price to the following Disadvantaged Business Enterprises (DBEs):

Names, Contact Persons, Addresses, and Telephone Numbers of DBE Firms Bidder Anticipates Utilizing	Nature of Participation	Dollar Value of Participation
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

	Total	_____
Amount of Total Bid Price		_____
DBE Percent of Total Bid Price		_____

Authorized Signature

Date: _____

THIS FORM IS TO BE COMPLETED, SIGNED AND SUBMITTED BY THE CLOSE OF THE NEXT WORKING DAY FOLLOWING PROPOSAL SUBMISSION

WOMEN-OWNED BUSINESS ENTERPRISE UTILIZATION FORM

1. Name of Metro Project Photogrammetric Services

2. Name of Bidder _____

Address of Bidder _____

3. The above-named bidder intends to subcontract _____ percent of the Total Bid Price to the following Women-Owned Business Enterprises (WBEs):

Names, Contact Persons, Addresses, and Telephone Numbers of WBE Firms Bidder Anticipates Utilizing	Nature of Participation	Dollar Value of Participation
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Total _____
Amount of Total Bid Price _____
WBE Percent of Total Bid Price _____

Authorized Signature

Date: _____

THIS FORM IS TO BE COMPLETED, SIGNED AND SUBMITTED BY THE CLOSE OF THE NEXT WORKING DAY FOLLOWING PROPOSAL SUBMISSION

SAMPLE OF REQUIRED LETTER OF AGREEMENT
BETWEEN GENERAL CONTRACTOR AND DISADVANTAGED BUSINESS SUBCONTRACTOR

(Company Letterhead)

Date:

DISADVANTAGED BUSINESS VENDOR
Name and Address

Reference: (Project Title)

Appropriate Salutation:

This letter is to advise that our firm is to be awarded a contract from the Metropolitan Service District for the above mentioned project.

Please sign this letter of agreement to verify that you will be entering into a subcontract with our company for furnishing (name of equipment, supplies, personal services, etc.)

_____ for an amount not less than \$_____ .

OR

Please sign this letter of agreement to verify that you will be entering into a subcontract with our company for construction of (list to exact work to be provided under this subcontract)

_____ for an amount not less than \$_____ .

Appropriate Closing,
Company Name

Name and Title of Person Signing

Signature
Disadvantaged Business/Vendor

NOTICE: This letter must be specific. If the disadvantaged business subcontractor intends to enter subcontract for furnishing materials only, then the specific material(s) and dollar value must be stated in this letter of agreement.

If the disadvantaged business subcontractor intends to provide labor, equipment, and materials for the construction of a certain part of the project, then a complete description must be stated in this letter of agreement.

Attachment 2. INSURANCE

CERTIFICATE OF INSURANCE

The Bidder agrees to furnish to Metro, before commencing the work under this Contract, any certificates of insurance required by these Documents.

INSURANCE REQUIREMENTS

The Contractor shall provide (from insurance companies acceptable to Metro) the insurance coverage designated hereinafter and pay all costs therefor.

Before commencing work under this contract, the Contractor shall furnish Metro with certificates of insurance evidencing coverage as specified, naming Metro as an additional named insured and showing the expiration of policies. The Insurance Carriers, policies, and certificates shall meet the following criteria and/or contain substantially the following statements:

1. Carrier(s) shall have an A+ or better insurance rating.
2. This/these policy(ies) shall be considered as primary insurance and exclusive of any insurance carried by Metro and the insurance endorsed by this certificate shall be exhausted first, notwithstanding the fact that Metro may have other valid and collectible insurance covering the same risk.
3. This/these policy(ies) shall not be cancelled, reduced in coverage, nor materially altered until after sixty (60) days written notice of such cancelled, reduction or alteration in coverage shall have been received by Metro.
4. No act on the part of the insured shall effect the coverage afforded to Metro under the insurance covered by this certificate.
5. This/these policy(ies) consist only of insurance on an occurrence basis, not on a claims made basis.

Contract shall immediately increase the amounts of insurance required to reflect any changes in Oregon Law to ensure that the insurance provided shall cover, at a minimum and in addition to the designated insurance requirements listed below, the maximum limits under the Oregon Tort Claims Act, or any other applicable tort claims act.

Designated Insurance Requirements:

	LIMITS
1. (a) Workers' compensation covering all employees who are engaged in any any under the contract	Statutory (State of Oregon/Federal)
(b) Employers' liability including bodily injury caused by disease. Not less than	\$500,000
2. Commercial Automobile Liability including owned, now-owned and hired vehicles	
(a) Bodily injury (including death)	
(b) Property damage	
(a and b coverage)	\$1,000,000 combined single limit
3. Comprehensive General Liability and Protection and Indemnity, if applicable	
(a) Contractor's Public Liability:	
(i) Bodily injury (including death) and personal injury	
(ii) Broad Form Property Damage and Broad Form Property Damage including Completed Operations	
(i and ii coverage)	\$1,000,000 per occurrence/aggregate combined single limit bodily injury and property damage
(b) Metro's and Contractors' Protective Liability	
(i) Bodily injury (including death)	
(ii) Broad Form Property Damage and Broad Form Property Damage including Completed Operations	
(i and ii coverage)	\$1,000,000 per occurrence/aggregate combined single limit bodily injury and property damage

Attachment 3. PERSONAL SERVICES CONTRACT

Contract No. _____

PERSONAL SERVICES CONTRACT

THIS AGREEMENT dated this ____ day of _____, 19____, is between the METROPOLITAN SERVICE DISTRICT, a municipal corporation, hereinafter referred to as "METRO," whose address is 2000 S.W. First Avenue, Portland, Oregon 97201-5398, and _____, hereinafter referred to as "CONTRACTOR," whose address is _____, for the period of _____, 19____, through _____, 19 ____, and for any extensions thereafter pursuant to written agreement of both parties.

W I T N E S S E T H:

WHEREAS, This Agreement is exclusively for Personal Services; NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

CONTRACTOR AGREES:

1. To perform the services and deliver to METRO the materials described in the Scope of Work attached hereto;
2. To provide all services and materials in a competent and professional manner in accordance with the Scope of Work;
3. 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.

4. To maintain records relating to the Scope of work on a generally recognized accounting basis and to make said records available to METRO at mutually convenient times;

5. To indemnify and hold METRO, its agents and employees harmless 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 Agreement, with any patent infringement arising out of the use of CONTRACTOR's designs or other materials by METRO and for any claims or disputes involving subcontractors;

6. To comply with any other "Contract Provisions" attached hereto as so labeled; and

7. CONTRACTOR shall be an independent contractor for all purposes, shall be entitled to no compensation other than the compensation provided for in the Agreement. CONTRACTOR hereby certifies that it is the direct responsibility employer as provided in ORS 656.407 or a contributing employer as provided in ORS 656.411.

In the event CONTRACTOR is to perform the services described in this Agreement without the assistance of others, CONTRACTOR hereby agrees to file a joint declaration with METRO to the effect that CONTRACTOR services are those of an independent contractor as provided under Chapter 864 Oregon Laws, 1979.

METRO AGREES:

1. To pay CONTRACTOR for services performed and materials delivered in the maximum sum of _____ AND ____/100THS (\$_____) DOLLARS and in the manner and at the time designated in the Scope of Work; and

2. To provide full information regarding its requirements for the Scope of Work.

BOTH PARTIES AGREE:

1. That METRO may terminate this Agreement upon giving CONTRACTOR five (5) days written notice without waiving any claims or remedies it may have against CONTRACTOR;

2. That, in the event of termination, METRO shall pay CONTRACTOR for services performed and materials delivered prior to

the date of termination; but shall not be liable for indirect or consequential damages;

3. That, in the event of any litigation concerning this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to an appellate court;

4. That this Agreement may be amended only by the written agreeemnt of both parties.

CONTRACTOR NAME

METROPOLITAN SERVICE DISTRICT

By: _____

By: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Date: _____

CODE OF THE METROPOLITAN SERVICE DISTRICT

Chapter 2.04, Metro Contract Procedures
Disadvantaged Business Program

Revised July 7, 1988

2.04.100 Disadvantaged Business Program, Purpose and Authority:

(a) It is the purpose of this ordinance to establish and implement a program to encourage the utilization by Metro of disadvantaged and women-owned businesses by creating for such businesses the maximum possible opportunity to compete for and participate in Metro contracting activities.

(b) The portions of this ordinance which relate to federally funded contracts are adopted pursuant to 49 CFR 23 and are intended to comply with all relevant federal regulations. Federal regulation 49 CFR 23 and its amendments implement section (105) (f) of the Surface Transportation Assistance Act of 1982 relating to the participation by Minority Business Enterprises in Department of Transportation programs.

(c) This ordinance shall be known and may be cited as the "Metro Disadvantaged Business Program," hereinafter referred to as the "Program."

(d) This ordinance supersedes the Metro "Minority Business Enterprise (MBE) Program" dated October 1980 and amended December 1982.

(Ordinance No. 83-165, Sec. 1; amended by Ordinance No. 84-181, Sec. 1; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1)

2.04.105 Policy Statement:

(a) Through this Program, Metro:

(1) expresses its strong commitment to provide maximum opportunity to disadvantaged and women-owned businesses in contracting;

(2) informs all employees, governmental agencies and the general public of its intent to implement this pol statement; and

(3) assures conformity with applicable federal regulations as they exist or may be amended.

(b) It is the policy of Metro to provide equal opportunity all persons to access and participate in the projects, programs and services of Metro. Metro and Metro contractors will not discriminate against any person or firm on the basis of race, color, national origin, sex, sexual orientation, age, religion, physical handicap, political affiliation or marital status.

(c) The policies, practices and procedures established by this ordinance shall apply to all Metro departments and project areas except as expressly provided in this ordinance.

(d) The objectives of the program shall be:

(1) to assure that provisions of this ordinance are adhered to by all Metro departments, contractors, employees and USDOT subrecipients and contractors.

(2) to initiate and maintain efforts to increase program participation by disadvantaged and women businesses.

(e) Metro accepts and agrees to the statements of 49 CFR §23.43(a) (1) and (2), and said statements shall be included in all USDOT agreements with USDOT subrecipients and in all USDOT assisted contracts between Metro or USDOT subrecipients and any contractor.

(Ordinance No. 83-165, Sec. 2; amended by Ordinance No. 84-181, Sec. 1; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1)

2.04.110 Definitions: For purposes of this Ordinance, the following definitions shall apply:

(a) **APPLICANT** -- one who submits an application, request or plan to be approved by a USDOT official or by Metro as a condition to eligibility for Department of Transportation (USDOT) financial assistance; and "application" means such an application, request or plan.

(b) **CONSTRUCTION CONTRACT** -- means a contract for construction of buildings or other facilities, and includes reconstruction, remodeling and all activities which are appropriately associated with a construction project.

(c) **CONTRACT** -- means a mutually binding legal relationship or any modification thereof obligating the seller to furnish supplies or services, including construction, and the buyer to pay

for them. For purposes of this ordinance a lease or a purchase order of \$500.00 or more is a contract.

(d) **CONTRACTOR** -- means the one who participates, through a contract or subcontract, in the Program and includes lessees.

(e) **DEPARTMENT** or "USDOT" -- means the United States Department of Transportation, including its operating elements.

(f) **DISADVANTAGED BUSINESS ENTERPRISE** or DBE -- means a small business concern which is certified by an authorized agency and:

- (a) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly-owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and
- (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

For purposes of USDOT assisted contracts, the term Disadvantaged Business Enterprise shall be deemed to include Women-Owned Business Enterprises.

(g) **EXECUTIVE DEPARTMENT** -- means the State of Oregon's Executive Department.

(h) **JOINT VENTURE** -- is defined as an association of two or more businesses to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills and knowledge. In a joint venture between a DBE/WBE and non-DBE/WBE, the DBE/WBE must be responsible for a clearly defined portion of the work to be performed and must share in the ownership, control, management responsibilities, risks and profits of the joint venture. A joint venture of a DBE/WBE and a non-DBE/WBE must receive Metro approval prior to contract award to be counted toward any DBE/WBE contract goals.

(i) **LABOR AND MATERIALS CONTRACT** -- is a contract including a combination of service and provision of materials other than construction contracts. Examples may include plumbing repair, computer maintenance or electrical repair, etc.

(j) **LESSEE** -- means a business or person that leases, or is negotiating to lease, property from a recipient or the Department on the recipient's or Department's facility for the purpose of operating a transportation-related activity or for the provision of goods or services to the facility or to the public on the facility.

(k) **OREGON DEPARTMENT OF TRANSPORTATION** OR "ODOT" -- means the State of Oregon's Department of Transportation.

(2) informs all employees, governmental agencies and the general public of its intent to implement this pol. statement; and

(3) assures conformity with applicable federal regulations as they exist or may be amended.

(b) It is the policy of Metro to provide equal opportunity all persons to access and participate in the projects, programs and services of Metro. Metro and Metro contractors will not discriminate against any person or firm on the basis of race, color, national origin, sex, sexual orientation, age, religion, physical handicap, political affiliation or marital status.

(c) The policies, practices and procedures established by this ordinance shall apply to all Metro departments and project areas except as expressly provided in this ordinance.

(d) The objectives of the program shall be:

(1) to assure that provisions of this ordinance are adhered to by all Metro departments, contractors, employees and USDOT subrecipients and contractors.

(2) to initiate and maintain efforts to increase program participation by disadvantaged and women businesses.

(e) Metro accepts and agrees to the statements of 49 CFR §23.43(a)(1) and (2), and said statements shall be included in all USDOT agreements with USDOT subrecipients and in all USDOT assisted contracts between Metro or USDOT subrecipients and any contractor.

(Ordinance No. 83-165, Sec. 2; amended by Ordinance No. 84-181, Sec. 1; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1)

2.04.110 Definitions: For purposes of this Ordinance, the following definitions shall apply:

(a) **APPLICANT** -- one who submits an application, request or plan to be approved by a USDOT official or by Metro as a condition to eligibility for Department of Transportation (USDOT) financial assistance; and "application" means such an application, request or plan.

(b) **CONSTRUCTION CONTRACT** -- means a contract for construction of buildings or other facilities, and includes reconstruction, remodeling and all activities which are appropriately associated with a construction project.

(c) **CONTRACT** -- means a mutually binding legal relationship or any modification thereof obligating the seller to furnish supplies or services, including construction, and the buyer to pay

for them. For purposes of this ordinance a lease or a purchase order of \$500.00 or more is a contract.

(d) **CONTRACTOR** -- means the one who participates, through a contract or subcontract, in the Program and includes lessees.

(e) **DEPARTMENT** or "USDOT" -- means the United States Department of Transportation, including its operating elements.

(f) **DISADVANTAGED BUSINESS ENTERPRISE** or DBE -- means a small business concern which is certified by an authorized agency and:

- (a) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly-owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and
- (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

For purposes of USDOT assisted contracts, the term Disadvantaged Business Enterprise shall be deemed to include Women-Owned Business Enterprises.

(g) **EXECUTIVE DEPARTMENT** -- means the State of Oregon's Executive Department.

(h) **JOINT VENTURE** -- is defined as an association of two or more businesses to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills and knowledge. In a joint venture between a DBE/WBE and non-DBE/WBE, the DBE/WBE must be responsible for a clearly defined portion of the work to be performed and must share in the ownership, control, management responsibilities, risks and profits of the joint venture. A joint venture of a DBE/WBE and a non-DBE/WBE must receive Metro approval prior to contract award to be counted toward any DBE/WBE contract goals.

(i) **LABOR AND MATERIALS CONTRACT** -- is a contract including a combination of service and provision of materials other than construction contracts. Examples may include plumbing repair, computer maintenance or electrical repair, etc.

(j) **LESSEE** -- means a business or person that leases, or is negotiating to lease, property from a recipient or the Department on the recipient's or Department's facility for the purpose of operating a transportation-related activity or for the provision of goods or services to the facility or to the public on the facility.

(k) **OREGON DEPARTMENT OF TRANSPORTATION** OR "ODOT" -- means the State of Oregon's Department of Transportation.

(l) **PERSONAL SERVICES CONTRACT** -- means a contract for services of a personal or professional nature.

(m) **PROCUREMENT CONTRACT** -- means a contract for the purchase or sale of supplies, materials, equipment, furnishings or other good not associated with a construction or other contract.

(n) **RECIPIENT** -- means any entity, public or private, to whom USDOT financial assistance is extended, directly or through another recipient for any program.

(o) **SMALL BUSINESS CONCERN** -- means a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

(p) **SOCIALLY AND ECONOMICALLY DISADVANTAGED INDIVIDUALS OR DISADVANTAGED INDIVIDUALS** -- means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans or Asian-Indian Americans and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act. Certifying recipients shall make a rebuttable presumption that individuals in the following groups are socially and economically disadvantaged. Certifying recipients also may determine, on a case-by-case basis, that individuals who are not a member of one of the following groups are socially and economically disadvantaged:

(1) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;

(2) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Portuguese-American, Spanish culture or origin, regardless of race;

(3) "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

(4) "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas; and

(5) "Asian-Indian Americans," which includes persons whose origins are from India, Pakistan, and Bangladesh.

(q) **USDOT ASSISTED CONTRACT** -- means any contract or modification of a contract between Metro and a contractor which is paid for in whole or in part with USDOT financial assistance.

(r) **USDOT FINANCIAL ASSISTANCE** -- means financial aid provided by USDOT or the United States Railroad Association to a recipient, but does not include a direct contract. The financial aid may be provided directly in the form of actual money, or indirectly in the form of guarantees authorized by statute as financial assistance services of Federal personnel, title or other interest in real or personal property transferred for less than fair market value, or any other arrangement through which the recipient benefits financially, including licenses for the construction or operation of a Deep Water Port.

(s) **WOMEN-OWNED BUSINESS ENTERPRISE or WBE** -- means a small business concern, as defined pursuant to section 3 of the Small Business Act and implementing regulations which is owned and controlled by one or more women and which is certified by an authorized agency. "Owned and controlled" means a business which is at least 51 percent owned by one or more women or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by one or more women, and whose management and daily business operations are controlled by one or more women.

For purposes of USDOT assisted contracts, the term Disadvantaged Business Enterprise shall be deemed to include Women-Owned Business Enterprises.

(Ordinance No. 165, Sec. 3; amended by Ordinance No. 84-181, Sec. 2; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1; and Ordinance No. 88-252, Sec. 1)

2.04.115 Notice to Contractors, Subcontractors and Subrecipients:

Contractors, subcontractors and subrecipients of Metro accepting contracts or grants under the Program which are USDOT-assisted shall be advised that failure to carry out the requirements set forth in 49 CFR 23.43(a) shall constitute a breach of contract and, after notification by Metro, may result in termination of the agreement or contract by Metro or such remedy as Metro deems appropriate. Likewise, contractors of Metro accepting locally-funded contracts under the Program shall be advised that failure to carry out the applicable provisions of the Program shall constitute a breach of contract and, after notification by Metro, may result in termination or such other remedy as Metro deems appropriate.

(Ordinance No. 83-165, Sec. 4; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1)

2.04.120 Liaison Officer:

(a) The Executive Officer shall by executive order, designate a Disadvantaged Business Liaison Officer and, if necessary, other staff adequate to administer the Program. The Liaison Officer shall report directly to the Executive Officer on matters pertaining to the Program.

(b) The Liaison Officer shall be responsible for developing, managing and implementing the program, and for disseminating information on available business opportunities so that DBEs and WBEs are provided an equitable opportunity to bid on Metro contracts. In addition to the responsibilities of the Liaison Officer, all department heads and program managers shall have responsibility to assure implementation of the Program.

(Ordinance No. 83-165, Sec. 5; amended by Ordinance No. 86-197, Sec. 1; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1)

2.04.125 Directory:

A directory of DBEs and WBEs certified by ODOT or the Executive Department, as applicable shall be maintained by the Liaison Officer to facilitate identifying such businesses with capabilities relevant to general contracting requirements and particular solicitations. The directory shall be available to contract bidders and proposers in their efforts to meet Program requirements.

(Ordinance No. 83-165, Sec. 6; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1)

2.04.130 Minority-Owned Banks: Metro will seek to identify minority-owned banks within the policies adopted by the Metro Council and make the greatest feasible use of their services. In addition, Metro will encourage prime contractors, subcontractors and consultants to utilize such services by sending them brochures and service information on certified DBE/WBE banks.

(Ordinance No. 83-165, Sec. 7; amended by Ordinance No. 84-181, Sec. 3; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1)

2.04.135 Affirmative Action and Equal Opportunity Procedures:

Metro shall use affirmative action techniques to facilitate DBE and WBE participation in contracting activities. These techniques include:

(a) Arranging solicitations, time for the presentation of bids, quantities specifications, and delivery schedules so as to facilitate the participation of DBEs and WBEs.

(b) Referring DBEs and WBEs in need of management assistance to established agencies that provide direct management assistance to such businesses.

(c) Carrying out information and communications programs on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate.

(d) Distribution of copies of the program to organizations and individuals concerned with DBE/WBE programs.

(e) Periodic reviews with department heads to insure that they are aware of the program goals and desired activities on their parts to facilitate reaching the goals. Additionally, departmental efforts toward and success in meeting DBE/WBE goals for department contracts shall be factors considered during annual performance evaluations of the department heads.

(f) Monitor and insure that Disadvantaged and Women Business Enterprise planning centers and likely DBE/WBE contractors are receiving requests for bids, proposals and quotes.

(g) Study the feasibility of certain USDOT-assisted contracts and procurements being set aside for DBE/WBE participation.

(Ordinance No. 83-165, Sec. 8, amended by Ordinance No. 84-181, Sec. 4)

(h) Distribution of lists to potential DBE/WBE contractors of the types of goods and services which Metro regularly purchases.

(i) Advising potential DBE/WBE vendors that Metro does not certify DBE/WBEs, and directing them to ODOT until December 31, 1987, and, thereafter, to the Executive Department.

(j) Specifying purchases by generic title rather than specific brand name whenever feasible.

(k) Establishing an interdepartmental contract management committee which will meet regularly to monitor and discuss, among other issues, potential DBE and WBE participation in contracts. In an effort to become more knowledgeable regarding DBE and WBE resources, the committee shall also invite potential DBE and WBE contractors to attend selected meetings.

(l) Requiring that at least one DBE or WBE vendor or contractor be contacted for all contract awards which are not exempt from Metro's contract selection procedures and which are 1) for more than \$500 but not more than \$15,001 in the case of non-personal services contracts; and 2) for more than \$2,500 but not more than \$10,001 for personal services contracts. The Liaison Officer may waive this requirement if he/she determines that there are no DBEs or WBEs on the certification list capable of providing the service or item. For contracts over the dollar amounts indicated in this section, all known DBEs and WBEs in the business of providing the service or item(s) required shall be mailed bid or proposal information.

(m) The Executive Officer or his/her designee, may establish and implement additional affirmative action techniques which are designed to facilitate participation of DBEs and WBEs in Metro contracting activities.

(Ordinance No. 83-165, Sec. 8; amended by Ordinance No. 84-181, Sec. 4; Ordinance No. 86-197, Sec. 1; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1)

2.04.140 Certification of Disadvantaged Business Eligibility:

(a) To participate in the Program as a DBE or WBE, contractor, subcontractors and joint ventures must have been certified by an authorized certifying agency as described in subsection (b) of this section.

(b) Metro will not perform certification or recertification of businesses or consider challenges to socially and economically disadvantaged status. Rather Metro will rely upon the certification and recertification processes of ODOT and will utilize ODOT's certification list until December 31, 1987, and, thereafter, the Executive Department's list in determining whether a prospective contractor or subcontractor is certified as a DBE or WBE. A prospective contractor or subcontractor must be certified as a DBE or WBE by one of the above agencies, as applicable, and appear on the respective certification list of said agency, prior to the pertinent bid opening or proposal submission date to be considered by Metro to be an eligible DBE or WBE and be counted toward meeting goals. Metro will adhere to the Recertification Rulings resulting from 105(f) or state law, as applicable.

(c) Prospective contractors or subcontractors which have been denied certification by one of the above agencies may appeal such denial to the certifying agency pursuant to applicable law. However, such appeal shall not cause a delay in any contract award by Metro. Decertification procedures for USDOT-assisted contractor or potential contractors will comply with the requirements of Appendix A "Section by Section Analysis" of the July 21, 1983, Federal Register, Vol. 45, No. 130, p. 45287, and will be administered by the agency which granted certification.

(d) Challenges to certification or to any presumption of social or economic disadvantage with regard to the USDOT-assisted portion of this Program, as provided for in 49 CFR 23.69, shall conform to and be processed under the procedures prescribed by each agency indicated in paragraph (b) of this section. That challenge procedure provides that:

"(1) Any third party may challenge the socially and economically disadvantaged status of any individual (except an individual who has a current 8(a) certification from the Small Business Administration) presumed to be socially and economically disadvantaged if that individual is an owner of a firm certified by or seeking certification from the certifying agency as a disadvantaged business. The challenge shall be made in writing to the recipient.

"(2) With its letter, the challenging party shall include all information available to it relevant to a determination of whether the challenged party is in fact socially and economically disadvantaged.

"(3) The recipient shall determine, on the basis of the information provided by the challenging party, whether there is reason to believe that the challenged party is in fact not socially and economically disadvantaged.

" (i) If the recipient determines that there is not reason to believe that the challenged party is not socially and economically disadvantaged, the recipient shall so inform the challenging party in writing. This terminates the proceeding.

" (ii) If the recipient determines that there is reason to believe that the challenged party is not socially and economically disadvantaged, the recipient shall begin a proceeding as provided in paragraphs (b), (4), (5) and (6) of this paragraph.

"(4) The recipient shall notify the challenged party in writing that his or her status as a socially and economically disadvantaged individual has been challenged. The notice shall identify the challenging party and summarize the grounds for the challenge. The notice shall also require the challenged party to provide to the recipient, within a reasonable time, information sufficient to permit the recipient to evaluate his or her status as a socially and economically disadvantaged individual.

"(5) The recipient shall evaluate the information available to it and make a proposed determination of the social and economic disadvantage of the challenged party. The recipient shall notify both parties of this proposed determination in writing, setting forth the reasons for its proposal. The recipient shall provide an opportunity to the parties for an informal hearing, at which they can respond to this proposed determination in writing and in person.

"(6) Following the informal hearing, the recipient shall make a final determination. The recipient shall inform the parties in writing of the final determination, setting forth the reasons for its decision.

"(7) In making the determinations called for in paragraphs (b)(3)(5) and (6) of this paragraph, the recipient shall use the standards set forth in Appendix C of this subpart.

"(8) During the pendency of a challenge under this section, the presumption that the challenged party is a socially and economically disadvantaged individual shall remain in effect." 49 CFR 23.69.

(Ordinance No. 83-165, Sec. 9; amended by Ordinance No. 84-181, Sec. 5; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1; and Ordinance No. 88-252, Sec. 1)

2.04.145 Annual Disadvantaged Business Goals:

(a) The Metro Council shall, by resolution each June, establish annual DBE goals and for locally-funded contracts, separate WBE goals for the ensuing fiscal year. Such annual goals shall be established separately for construction contracts, labor and materials contracts, personal services contracts, procurement contracts, and USDOT assisted contracts regardless of type.

(b) Annual goals will be established taking into consideration the following factors:

- (1) projection of the number and types of contracts to be awarded by Metro;
- (2) projection of the number, expertise and types of DBEs and WBEs likely to be available to compete for the contracts;
- (3) past results of Metro's efforts under the Program; and
- (4) for USDOT-assisted contract goals, existing goals of other local USDOT recipients and their experience in meeting these goals.
- (5) for locally-funded contract goals, existing goals of other Portland metropolitan area contracting agencies, and their experience in meeting these goals.

(c) Annual goals for USDOT-assisted contracts must be approved by the United States Department of Transportation. 49 CFR §23.45(g)(3).

(d) Metro will publish notice that the USDOT-assisted contract goals are available for inspection when they are submitted to USDOT or other federal agencies. They will be made available for 30 days following publication of notice. Public comment will be accepted for 45 days following publication of the notice. (Ordinance No. 83-165, Sec. 10)

(e) Metro will publish notice regarding proposed locally-funded contract goals not later than ten (10) days prior to adoption of the goals.

(Ordinance No. 83-165, Sec. 10; amended by Ordinance No. 86-197, Sec. 1; all previous Ordinances repealed by Ordinance No. 87-216; amended by Ordinance No. 87-231, Sec. 1; and Ordinance No. 88-252, Sec. 1)

2.04.150 Contract Goals:

(a) The annual goals established for construction contracts shall apply as individual contract goals for construction contracts over \$50,000.

(b) The Liaison Officer may set a contract goal for any contract other than construction contracts over \$25,000. The setting of such contract goal shall be made in writing prior to the solicitation of bids for such contract. Contract goals for contracts other than construction contracts over \$50,000 shall be set at the discretion of the Liaison Officer and shall not be tied, necessarily, to the annual goal for such contract type.

(c) Even though no DBE/WBE goals are established at the time that bid/proposal documents are drafted, the Liaison Officer may direct the inclusion of a clause in any RFP or bid documents for any contract described in this section which requires that the prime contractor, prior to entering into any subcontracts, make good faith efforts, as that term is defined in Section 2.04.160, to achieve DBE/WBE participation in the same goal amount as the current annual goal for that contract type.

(d) Contract goals may be complied with pursuant to Section 2.04.160 and/or 2.04.175. The extent to which DBE/WBE participation will be counted toward contract goals is governed by the latter section.

(Ordinance No. 83-165, Sec. 11; repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1; and Ordinance No. 88-252, Sec. 1)

2.04.155 Contract Award Criteria:

(a) To be eligible for award of contracts containing a DBE/WBE goal, prime contractors must either meet or exceed the specific goal for DBE and WBE participation, or prove that they have made good faith efforts to meet the goal prior to the time bids are opened or proposal are due. Bidders/Proposers are required to utilize the most current list of DBEs and WBEs certified by ODOT until December 31, 1987, and, thereafter, by the Executive Department, in all of the bidders'/proposers' good faith efforts solicitations. The address where certified lists may be obtained shall be included in all applicable bid/proposal documents.

(b) All invitations to bid or request for proposals on contracts for which goals have been established shall require all bidders/proposers to submit with their bids and proposals a statement indicating that they will comply with the contract goal or that they

have made good faith efforts as defined in Section 2.04.160 to do so. To document the intent to meet the goals, all bidders and proposers shall complete and endorse a Disadvantaged Business Program Compliance form and include said form with bid or proposal documents. The form shall be provided by Metro with bid/proposal solicitations.

(c) Agreements between a bidder/proposer and a DBE/WBE in which the DBE/WBE promises not to provide subcontracting quotations to other bidders/proposers are prohibited.

(d) Apparent low bidders/proposers shall by the close of the next working day following bid opening, (or proposal submission date when no public opening is had), submit to Metro detailed DBE and WBE Utilization Forms listing names of DBEs and WBEs who will be utilized and the nature and dollar amount of their participation. This form will be binding upon the bidder/proposer. Within five working days of bid opening or proposal submission date, such bidders/proposers shall submit to Metro signed Letters of Agreement between the bidder/proposer and DBE/WBE subcontractors and suppliers to be utilized in performance of the contract. A sample Letter of Agreement will be provided by Metro. The DBE and WBE Utilization Forms shall be provided by Metro with bid/proposal documents.

(e) An apparent low bidder/proposer who states in its bid/proposal that the DBE/WBE goals were not met but that good faith efforts were performed shall submit written evidence of such good faith efforts within two working days of bid opening or proposal submission in accordance with Section 2.04.160. Metro reserves the right determine the sufficiency of such efforts.

(f) Except as provided in paragraph (g) of this section, apparent low bidders or apparent successful proposers who state in their bids/proposals that they will meet the goals or will show good faith efforts to meet the goals, but who fail to comply with paragraph (d) or (e) of this section, shall have their bids or proposals rejected and shall forfeit any required bid security or bid bond. In that event the next lowest bidder or, for personal services contracts, the firm which scores second highest shall, within two days of notice of such ineligibility of the low bidder, submit evidence of goal compliance or good faith effort as provided above. This process shall be repeated until a bidder or proposer is determined to meet the provisions of this section or until Metro determines that the remaining bids are not acceptable because of amount of bid or otherwise.

(g) The Liaison Officer, at his or her discretion, may waive minor irregularities in a bidder's or proposer's compliance with the requirements of this section provided, however, that the bid or proposal substantially complies with public bidding requirements as required by applicable law.

(Ordinance No. 83-165, Sec. 12; amended by Ordinance No. 86-197, Sec. 1; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1)

2.04.160 Determination of Good Faith Efforts:

(a) Bidders or Proposers on USDOT-assisted contracts to which DBE goals apply must, to be eligible for contract award, comply with the applicable contract goal or show that good faith efforts have been made to comply with the goal. Good faith efforts should include at least the following standards established in the amendment to 49 CFR §23.45(h), Appendix A, dated Monday, April 27, 1981. A showing of good faith efforts must include written evidence of at least the following:

(1) Attendance at any presolicitation or prebid meetings that were scheduled by Metro to inform disadvantaged and women business enterprises of contracting and subcontracting or material supply opportunities available on the project;

(2) Advertisement in trade association, general circulation, minority and trade-oriented, women-focus publications, if any and through a minority-owned newspaper or minority-owned trade publication concerning the subcontracting or material supply opportunities at least 10 days before bids or proposals are due.

(3) Written notification to a reasonable number but no less than five (5) DBE firms that their interest in the contract is solicited. Such efforts should include the segmenting of work to be subcontracted to the extent consistent with the size and capability of DBE firms in order to provide reasonable subcontracting opportunities. Each bidder should send solicitation letters inviting quotes or proposals from DBE firms, segmenting portions of the work and specifically describing, as accurately as possible, the portions of the work for which quotes or proposals are solicited from DBE firms and encouraging inquiries for further details. Letters that are general and do not describe specifically the portions of work for which quotes or proposals are desired are discouraged, as such letters generally do not bring responses. It is expected that such letters will be sent in a timely manner so as to allow DBE sufficient opportunity to develop quotes or proposals for the work described.

(4) Evidence of follow-up to initial solicitations of interest, including the following:

- A. the names, addresses, telephone numbers of all DBE contacted;
- B. a description of the information provided to DBE firms regarding the plans and specifications for portions of the work to be performed; and

C. a statement of the reasons for non-utilization of DBE firms, if needed to meet the goal.

(5) Negotiation in good faith with DBE firms. The bidder shall not, without justifiable reason, reject as unsatisfactory bids prepared by any DBE firms;

(6) Where applicable, the bidder must provide advice and assistance to interested DBE firms in obtaining bonding, lines of credit or insurance required by Metro or the bidder;

(7) Overall, the bidder's efforts to obtain DBE participation must be reasonably expected to produce a level of participation sufficient to meet Metro's goals; and

(8) The bidder must use the services of minority community organizations, minority contractor groups, local, state and federal minority business assistance offices and other organizations identified by the Executive Department's Advocate for Minority and Women Business that provide assistance in the recruitment and placement of DBEs and WBEs.

(b) Bidders or proposers on locally-funded contracts to which DBE/WBE goals apply shall achieve the applicable contract goal or demonstrate that they have made good faith efforts to achieve the goals. Good faith efforts shall include written documentation of at least the following actions by bidders:

(1) Attendance at any presolicitation or prebid meetings that were scheduled by Metro to inform DBEs and WBEs of contracting and subcontracting or material supply opportunities available on the project;

Documentation required: Signature of representative of bidder or proposer on prebid meeting attendance sheet.

(2) Identifying and selecting specific economically feasible units of the project to be performed by DBEs or WBEs to increase the likelihood of participation by such enterprises;

Minimum documentation required: At least the documentation required under subsection (4) below.

(3) Advertising in, at a minimum, a newspaper of general circulation, and trade association, minority and trade-oriented, women-focused publications, if any, concerning the subcontracting or material supply opportunities on the project at least ten (10) days before bids or proposals are due;

Documentation required: copies of ads published.

(4) Providing written notice soliciting sub-bids/proposals to not less than five (5) DBEs or WBEs for each subcontracting or material supply work item selected pursuant to (2) above not less than ten (10) days before bids/proposals are due.

If there are less than five certified DBEs/WBEs listed for that work or supply specialty then the solicitation must be mailed to at least the number of DBEs/WBEs listed for that specialty. The solicitation shall include a description of the work for which subcontract bids/proposals are requested and complete information on bid/proposal deadlines along with details regarding where project specifications may be reviewed.

Documentation required: Copies of all solicitation letters sent to DBE/WBE along with a written statement from the bidder/proposer that all of the letters were sent by regular or certified mail not less than 10 days before bids/proposals were due.

(5) Making, not later than five days before bids/proposals are due, follow-up phone calls to all DBEs/WBEs who have not responded to the solicitation letters to determine if they would be submitting bids and/or to encourage them to do so.

Minimum documentation required: Log showing a) dates and times of follow-up calls along with names of individuals contacted and individuals placing the calls; and b) results attained from each DBE/WBE to whom a solicitation letter was sent (e.g., bid submitted, declined, no response). In instances where DBE/WBE bids were rejected, the dollar amount of the bid rejected from the DBE/WBE must be indicated along with the reason for rejection and the dollar amount of the bid which was accepted for that subcontract or material supply item.

(6) Using the services of minority community organizations, minority contractor groups, local, state and federal minority business assistance offices and other organizations identified by the Executive Department's Advocate for Minority and Women Business that provide assistance in the recruitment and placement of DBEs and WBEs; where applicable, advising and assisting DBEs and WBEs in obtaining lines of credit or insurance required by Metro or the bidder/proposer; and, otherwise, making efforts to encourage participation by DBEs and WBEs which could reasonably be expected to produce a level of participation sufficient to meet the goals.

Minimum documentation required: Letter from bidder/proposer indicating all special efforts made to facilitate attainment of contract goals, the dates such actions were taken and results realized.

(7) Notwithstanding any other provision of this section, bidders and proposers on locally-funded contracts to which DBE/WBE goals apply need not accept the bid of a DBE or WBE on any particular subcontract or material supply item if the bidder/proposer demonstrates that none of the DBEs or WBEs submitting bids were the lowest responsible, responsive and qualified bidders/proposers on that particular subcontract item and that the subcontract item was awarded to the lowest responsible, responsive bidder/proposer.

Metro reserves the right to require additional written documentation of good faith efforts and bidders and proposers shall comply with all such requirements by Metro. It shall be a rebuttable presumption that a bidder or proposer has made a good faith effort to comply with the contract goals if the bidder has performed and submits written documentation of all of the above actions. It shall be a rebuttable presumption that the bidder has not made a good faith effort if the bidder has not performed or has not submitted documentation of all of the above actions.

(Ordinance No. 83-165, Sec. 13; amended by Ordinance No. 84-181, Sec. 6 and Ordinance No. 86-197, Sec. 1; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1; and Ordinance No. 88-252, Sec. 1)

2.04.165 Replacement of DBE or WBE Subcontractors:

Prime contractors shall not replace a DBE/WBE subcontractor with another subcontractor, either before contract award or during contract performance, without prior Metro approval. Prime contractors who replace a DBE or WBE subcontractor shall replace such DBE/WBE subcontractor with another certified DBE/WBE subcontractor or make good faith efforts as described in the preceding section to do so.

(Ordinance No. 83-165, Sec. 14; amended by Ordinance No. 86-197, Sec. 1; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1)

2.04.170 Records and Reports:

(a) Metro shall develop and maintain a recordkeeping system to identify and assess DBE and WBE contract awards, prime contractors' progress in achieving goals and affirmative action efforts. Specifically, the following records will be maintained:

(1) Awards to DBEs and WBEs by number, percentage and dollar amount.

(2) A description of the types of contracts awarded.

(3) The extent to which goals were exceeded or not met and reasons therefor.

(b) All DBE and WBE records will be separately maintained. Required DBE and WBE information will be provided to federal agencies and administrators on request.

(c) The Liaison Officer shall prepare reports, at least semi-annually, on DBE and WBE participation to include the following:

(1) the number of contracts awarded;

(2) categories of contracts awarded;

(3) dollar value of contracts awarded;

(4) percentage of the dollar value of all contracts awarded to DBE/WBE firms in the reporting period; and

(5) the extent to which goals have been met or exceeded.

(Ordinance No. 83-165, Sec. 15; amended by Ordinance No. 84-181, Sec. 7, and Ordinance No. 86-197, Sec. 1; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1)

2.04.175 Counting Disadvantaged Business Participation Toward Meeting Goals:

(a) DBE/WBE participation shall be counted toward meeting the goals on each contract as follows:

(1) Subject to the limitations indicated in paragraphs (2) through (8) below, the total dollar value of a prime contract or subcontract to be performed by DBEs or WBEs is counted toward the applicable goal for contract award purposes as well as annual goal compliance purposes.

(2) The total dollar value of a contract to a disadvantaged business owned and controlled by both disadvantaged males and non-disadvantaged females is counted toward the goals for disadvantaged businesses and women, respectively, in proportion to the percentage of ownership and control of each group in the business.

The total dollar value of a contract with a disadvantaged business owned and controlled by disadvantaged women is counted toward either the disadvantaged business goal or the goal for women, but not to both. Metro shall choose the goal to which the contract value is applied.

(3) Metro shall count toward its goals a portion of the total dollar value of a contract with an eligible joint venture equal to the percentage of the ownership and control of the disadvantaged or female business partner in the joint venture.

(4) Metro shall count toward its goals only expenditures to DBEs and WBEs that perform a commercially useful function in the work of a contract. A DBE or WBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing and supervising the work involved. To determine whether a DBE or WBE is performing a commercially useful function, Metro shall evaluate the amount of work subcontracted, industry practices and other relevant factors.

(5) Consistent with normal industry practices, a DBE or WBE may enter into subcontracts. If a DBE or WBE contractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the DBE or WBE shall be presumed not to be performing a commercially useful function. The DBE or WBE may present evidence to Metro to rebut this presumption. Metro's decision on the rebuttal of this presumption is subject to review by USDOT for USDOT-assisted contracts.

(6) A DBE or WBE which provides both labor and materials may count toward its disadvantaged business goals expenditures for materials and supplies obtained from other than DBE or WBE suppliers and manufacturers, provided that the DBE or WBE contractor assumes the actual and contractual responsibility for the provision of the materials and supplies.

(7) Metro shall count its entire expenditure to a DBE or WBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters them before resale).

(8) Metro shall count against the goals 60 percent of its expenditures to DBE or WBE suppliers that are not manufacturers, provided that the DBE or WBE supplier performs a commercially useful function in the supply process.

(9) When USDOT funds are passed-through by Metro to other agencies, any contracts made with those funds and any DBE participation in those contracts shall only be counted toward Metro's goals. Likewise, any USDOT funds passed-through to Metro from other agencies and then used for contracting shall count only toward that agency's

goals. Project managers responsible for administration of pass-through agreements shall include the following language in those agreements:

" (a) Policy. It is the policy of the Department of Transportation that minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this agreement. Consequently, the MBE requirements of 49 CFR Part 23 apply to this agreement.

" (b) MBE Obligation. The recipient or its contractor agrees to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of USDOT-assisted contracts."

(b) DBE or WBE participation shall be counted toward meeting annual goals as follows:

(1) Except as otherwise provided below, the total dollar value of any contract which is to be performed by a DBE or WBE is counted toward meeting annual goals.

(2) The provisions of paragraphs (a)(2) through (a)(8) of this section, pertaining to contract goals, shall apply equally to annual goals.

(Ordinance No. 83-165, Sec. 16; amended by Ordinance No. 84-181, Sec. 8; and Ordinance No. 86-197, Sec. 1; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1; and Ordinance No. 88-252, Sec. 1)

2.04.180 Compliance and Enforcement:

(a) Metro shall reserve the right, at all times during the period of any contract, to monitor compliance with the terms of this chapter and the contract and with any representation made by a contractor prior to contract award pertaining to DBE and WBE participation in the contract.

(b) The Liaison Officer may require, at any stage of contract completion, documented proof from the contractor of actual DBE and WBE participation.

(Ordinance No. 83-165, Sec. 17; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1)

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Attachment 5. SAMPLE DATA REPORTS

AERO-GEODETTIC CORP.

DEC. 13, 1982

CROSS SECTION VOLUME COMPUTATIONS

VOLUMES BY AVERAGE-END-AREA

CUT TIMES 1.00, FILL TIMES 1.00
 LEFT CATCH, CUT .0 , FILL .0
 RIGHT CATCH, CUT .0 , FILL .0

TERRAIN: 1000 JOB #884145...FLOWN 11-2-88...LOT3A
 DESIGN: 1000 EXTRACTED FROM DESIGN BLUE PRINT

STATION	CUT AREA	FILL AREA	CUT VOL	FILL VOL	ACCUM CUT	ACCUM FILL
-----	---(SQUARE FEET)---	---	-----	-----	-----	-----
					(CUBIC YARDS)	
112+00.00	.0	-608.2	.0	.0	0.	0.
113+00.00	168.2	-89.1	311.5	-1291.3	311.	-1291.
1000 11400.00	IS NOT IN THE DESIGN		FILE			
115+00.00	20.7	-318.8	699.8	-1510.5	1011.	-2802.
116+00.00	7.9	-371.0	53.0	-1277.4	1064.	-4079.
117+00.00	431.0	-1312.5	812.7	-3117.7	1877.	-7197.
118+00.00	371.9	-1280.8	1486.9	-4802.4	3364.	-11999.
119+00.00	222.1	-1587.5	1100.2	-5311.6	4464.	-17311.
1000 12000.00	IS NOT IN THE DESIGN		FILE			
120+40.00	514.2	-2032.0	1909.0	-9384.0	6373.	-26695.
1000 12100.00	IS NOT IN THE DESIGN		FILE			
122+00.00	167.4	-829.7	2019.5	-8479.2	8393.	-35174.
123+00.00	81.1	-249.1	460.3	-1997.9	8853.	-37172.
124+00.00	16.1	-447.5	180.2	-1290.0	9033.	-38462.
125+00.00	7.1	-779.8	43.1	-2272.7	9076.	-40735.
126+00.00	68.0	-1040.8	139.0	-3371.5	9215.	-44106.
127+00.00	.0	-636.0	125.9	-3105.2	9341.	-47211.

HORIZONTAL AREA = 666494. SF

TOTAL VOLUMES, CUT = 9341., FILL = -47211., NET = -37870.

SAMPLE DATA REPORTS (cont)

AERO-GEODETTIC CORP.
TERRAIN CROSS SECTIONS

DEC. 13, 1988

BASELINE 1000 JOB #884145...FLOWN 11-2-88...LOT3A

112+00.00

1281.76	35.24	1288.58	36.74	1296.10	38.38	1300.07	39.35
1308.72	40.48	1315.79	42.42	1323.07	44.44	1332.70	46.31
1336.51	47.51	1342.52	48.48	1349.29	50.12	1357.80	52.14
1363.77	53.71	1371.66	54.54	1377.99	55.13	1385.94	55.88
1391.62	56.41	1406.31	57.08	1417.22	57.68	1429.69	57.75
1442.11	58.42	1454.63	59.17	1490.00	61.00		

113+00.00

1280.55	36.37	1287.88	37.86	1292.95	38.98	1303.56	40.63
1308.34	42.35	1319.94	43.77	1330.42	45.79	1340.67	48.33
1348.17	50.13	1354.91	51.40	1361.02	52.89	1367.20	54.39
1372.37	55.36	1378.53	56.41	1384.97	57.08	1390.67	57.31
1400.88	57.90	1409.98	58.28	1418.62	58.58	1426.73	58.80
1439.65	58.80	1450.91	58.87				

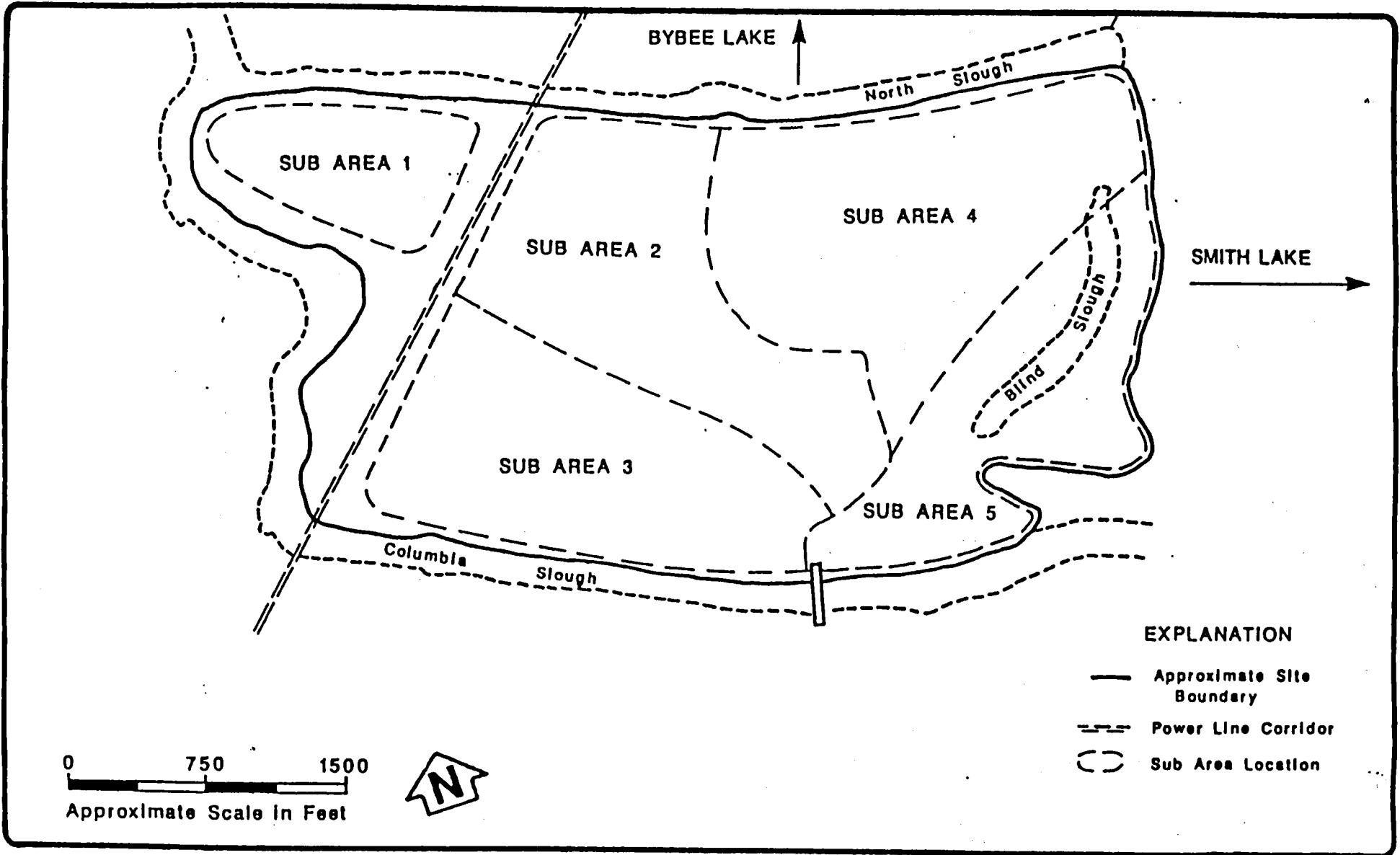
114+00.00

1173.69	6.68	1181.97	10.72	1186.49	17.15	1197.05	20.59
1206.30	22.83	1210.79	23.66	1217.08	23.58	1224.43	23.28
1227.88	22.68	1233.30	23.88	1241.01	26.27	1250.52	28.59
1260.37	31.88	1272.32	34.72	1279.61	36.74	1286.16	38.46
1299.35	40.41	1311.68	42.35	1318.21	44.15	1328.86	45.72
1336.87	47.59	1346.56	49.75	1355.64	52.37	1364.57	54.24
1371.24	55.66	1377.62	57.08	1389.95	57.91	1403.26	58.50
1414.59	58.50	1422.20	58.73	1432.36	58.80	1442.75	58.80
1454.90	59.40	1467.13	60.00	1475.65	60.30	1483.58	60.67

115+00.00

1284.98	39.81	1291.52	41.16	1299.72	42.35	1309.31	43.85
1314.29	45.12	1323.50	46.69	1332.02	48.71	1344.49	51.10
1356.74	53.42	1365.08	55.74	1374.29	56.94	1386.18	57.61
1394.16	57.91	1404.46	57.98	1415.08	58.28	1426.11	58.88
1435.89	59.48	1443.29	59.55	1454.62	60.37	1464.32	60.45
1476.77	60.45	1484.63	60.60	1494.25	60.97		

Attachment 7. SUBAREA BOUNDARIES



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EXPLANATION

- Approximate Site Boundary
- - - Power Line Corridor
- (- - -) Sub Area Location

0 750 1500
Approximate Scale in Feet



Sweet-Edwards
EMCON

METRO/ST. JOHNS LANDFILL
Sub Area Boundaries

Figure 9

DATE	1-24-89
DWN.	mmm
APPN.	AWA
REVIS.	
PROJECT NO	T6403.02

Attachment 6. SITE LOCATION MAP
 LINNONTON QUADRANGLE
 OREGON
 7.5 MINUTE SERIES (TOPOGRAPHIC)
 SE/4 HILLSBORO 15' QUADRANGLE

1475 II NW
 (VANCOUVER)

PORTLAND QUADRANGLE
 OREGON-WASHINGTON
 7.5 MINUTE SERIES (TOPOGRAPHIC)
 SW/4 PORTLAND 15' QUADRANGLE

