

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF) RESOLUTION NO. 95-2254
AUTHORIZING THE RELEASE OF)
TWO REQUESTS FOR PROPOSALS) INTRODUCED BY Mike Burton,
FOR PUBLIC AND TECHNICAL) Executive Officer
COMPONENTS OF THE CONGESTION)
PRICING STUDY AND WAIVING THE)
REQUIREMENT FOR COUNCIL)
APPROVAL OF THE CONTRACT AND)
AUTHORIZING THE EXECUTIVE)
OFFICER TO EXECUTE THE)
CONTRACT SUBJECT TO)
CONDITIONS)

WHEREAS, The Request for Proposals and contract form attached hereto will provide a means to locate a firm to continue the previously provided and necessary services; and

WHEREAS, Council approval of this Request for Proposals is required pursuant to Metro Code Section 2.04.033(b); now, therefore,

BE IT RESOLVED,

That the Metro Council Authorizes issuance of the Requests for Proposals for the Public Involvement and Technical Components for Congestion Pricing Study for the period December 26, 1995, to June 30, 1998, in a form substantially similar to the attached Exhibit "A" and authorizes the Executive Officer to execute contracts with the most favorable proposers.

ADOPTED by the Metro Council this 30 day of January, 1996.



Jon Kvistad, Presiding Officer

Approved as to Form:

Daniel B. Cooper, General Counsel

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 95-2254 FOR THE PURPOSE OF AUTHORIZING THE RELEASE OF TWO REQUESTS FOR PROPOSALS FOR PUBLIC AND TECHNICAL COMPONENTS OF THE CONGESTION PRICING STUDY AND WAIVING THE REQUIREMENT FOR COUNCIL APPROVAL OF THE CONTRACT AND AUTHORIZING THE EXECUTIVE OFFICER TO EXECUTE THE CONTRACT SUBJECT TO CONDITIONS.

Date: December 14, 1995

Presented by: Mike Hoglund

PROPOSED ACTION

Adoption of Resolution No. 95-2254, authorizing the release of a Request for Proposals for the Public Involvement and Technical Components of the Congestion Pricing Study and authorizing the Executive Officer to execute contracts with the lowest qualified proposers..

FACTUAL BACKGROUND AND ANALYSIS

With the approval of the Metro Council and JPACT, staff has pursued and ODOT and Metro have been awarded "pre-project study" funding to evaluate a potential congestion pricing demonstration project for the region. Federal funding and obligation authority totals \$1.032 million for the study. A twenty percent local/state match of \$258,000 accounts for the remainder of the \$1.290 million study. A budget amendment has been submitted to authorize Metro's expenditures for the study.

As part of the study, two contracts are proposed for consultant assistance in the technical and public involvement components of the study. The technical component totals \$320,000 and work will focus on modifying the regional travel forecasting model to integrate "stated preference" survey results which are sensitive to pricing, to identify and analyze congestion pricing alternatives, develop evaluation criteria, and test pricing implementation technology.

The public involvement piece is proposed at \$365,000. The selected consultant will develop a regional public awareness and education program about congestion pricing, conduct focus group interviews, conduct extensive surveys, and lead an overall public involvement program which may include any combination of mailings/newspaper inserts, town hall and public meetings, cable access programming, and outreach into communities. FHWA recognizes that pricing will be new to most of the community and agrees with staff that the public involvement program should remain flexible.

This resolution will allow for consultant selection by ODOT and Metro to proceed in conjunction with other study start-up activity. The Executive Officer and staff will provide ongoing communication with the Metro Council on the study start-up components over the next few months.

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BUDGET IMPACT

The project is multi-year and will conclude in FY 1998. Metro Council has previously authorized Metro share of the matching funds and will be reviewing the full budget amendment in January. Release of the RFP's will be made contingent upon Council approval of the budget amendment.

EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 95-2254.

REQUEST FOR PROPOSAL
for
Portland Area
Pre-Project Study of Congestion Pricing
Technical Work Component

Requested by:
Metro (the Portland region MPO) and the
Oregon Department of Transportation (ODOT)

Metro
600 N.E. Grand Avenue
Portland, OR 97232-2736

ODOT
123 N.W. Flanders Street
Portland, OR 97209-4037

December 19, 1995

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Request for Proposal
Portland Area Pre-Project Study of Congestion Pricing
Metro and The Oregon Department of Transportation (ODOT)

Introduction

Metro and ODOT, hereafter known as agency is seeking the services of a qualified consultant to develop the **Technical Work** component for the two-year, two-phase pre project study of congestion pricing in the Portland area.

In a recent values and beliefs study conducted by the Oregon Business Council, congestion ranked with crime and education as a major concern held by the residents of the Portland area. Although the rush hour commute in Portland appears relatively tame when compared with other major urban areas across the country, it is an increasing concern and problem, especially in light of the population projections for the metro region.

In August, 1995 the Federal Highway Administration (FHWA) approved a joint Metro/ODOT application to conduct a pre-project study of congestion pricing in the Portland area. The study is authorized by Section 1012(b) of the Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991 as published in the November 24, 1992 Federal Register.

The Portland region views the study approval as an important opportunity to conduct a comprehensive investigation of the benefits and costs of congestion pricing, and the technical and political feasibility of pricing as a market-based strategy to affect the amount of travel, mode choice, direction and time of travel to relieve traffic congestion. The overall study will focus on the following issues:

- Defining and evaluating pricing alternatives, including their geographic location and the population which would be affected.
- Evaluation of the technology to implement a congestion pricing demonstration project.
- Determination of the impacts of congestion pricing on business, land development, and low income drivers.
- Assessment of the environmental impacts that might be created, and the development of appropriate mitigation measures.
- Determination of the appropriate fees for congestion pricing, an estimation of revenues, and a determination of how best to utilize the revenue.

- Identification of the legal barriers which may prevent the implementation of congestion pricing in the Portland area, and development of a strategy to overcome them.

In order to address these issues, the Congestion Pricing Pre-Project Study has two components: Technical Work and Public Involvement. Metro and ODOT have separated the consulting effort into two contracts so that decision makers can have direct lines of management and communication with the experts in both areas. While there is a recognized contractual separation between public involvement and technical work, it is important for this study that the overall study focus be a single and coordinated effort. Consequently, the teams/firms which propose on either study component should be aware of and reflect a strategy to assure that the overall study effort is coordinated.

The Consulting services for the **Technical Work** component will provide model refinement and technical evaluation of alternatives in order to assess the practical feasibility of congestion pricing in the Portland region. Individual teams will be evaluated on the soundness of their approach with particular emphasis on an understanding of congestion pricing as a transportation demand management tool. Proposers are encouraged to submit proposals that include more and/or less tasks and associated funding amounts than suggested in this SOP as deemed appropriate to complete the study. However, Metro reserves the right to approve the final workscope.

The contract is anticipated to start in March 1996, and will cover approximately a two-year period. The total value of the contract is estimated to be \$320,000. The Agency reserves the right to amend this contract for additional time and/or money contingent upon need and the availability of approved funding.

Section 1: SOP Submittal and Closing Date

One reproducible original and five copies of the Statement of Proposal (SOP) must be received by 5:00 p.m. on Friday, February 2, 1996

Neither late nor faxed submittals will be accepted. Firms submitting SOP not in compliance with Section 4 will be considered nonresponsive.

SOPs must be addressed to:

Mike Høglund, Manager
Regional Transportation Planning Section
Metro Regional Center
600 N.E. Grand Avenue
Portland, OR 97232-2736
Telephone: (503) 797 - 1743

Section 2: Inquiries

Metro will respond to both procedural and substantive questions prior to the proposal deadline.

- 2.1 Procedural inquiries regarding the application process should be directed to Rich Ledbetter at (503) 797 - 1761.
- 2.2 Substantive inquiries concerning the study shall be addressed to:

Mike Hogle, Manager
Regional Transportation Planning
Metro Regional Center
600 N.E. Grand Avenue
Portland, OR 97232-2736
FAX: (503) 797 - 1794

- 2.3 Substantive responses will include the following:
 - 2.3.1 Metro will respond to all written substantive inquiries, as appropriate. All substantive inquiries must be received seven days prior to the SOP due date.
 - 2.3.2 Metro and ODOT will host a pre-proposal meeting to answer questions from Proposers prior to the application deadline. A summary of questions and issues raised at the meeting will be available to Proposers who cannot attend the scheduled meeting. Requests should be addressed to Metro at the above address. The pre-proposal meeting is scheduled for:

Date: January 16, 1996

Place: Metro Regional Center, 600 N.E. Grand Avenue, Portland, OR 97232

Time: 10:00 AM - 12:00 Noon

Location: Council Chambers (3rd Floor)

Section 3: Statement of Work and Delivery Schedule

3.1 Desired Products and Services

This Scope of Work describes the consultant work tasks to complete the Technical Work component for the federally funded two-year, two-phase pre-project study of congestion pricing in the Portland region. Metro

will contract with a consultant for technical work tasks described below. The work has been separated for Phase I Technical Work (Policy Development and Alternatives Analysis), and Phase II Technical Work (Selection of Preferred Alternative).

Note: A copy of the Administrative tasks and committee structure established by Metro for conducting the study and the Public Involvement work scope is included in Attachment A. This information is provided to assist the Proposer in understanding the general decision making process and overall organization of the two-year study.

TECHNICAL WORK PROGRAM (Phase I-Policy Development and Alternatives Analysis) - 18 months.

3.1.1 Joint Metro/Consultant Task: Kick-off Meeting/Revised Work Scope

Process: The Consultant will meet with Metro technical staff and the Project Manager to discuss technical work tasks in the Scope of Work and to suggest revisions as necessary to complete the project.

Product: A revised technical work scope.

3.1.2 Consultant Task: Develop Baseline Model Data

Process: The Consultant will use Metro's travel forecasting model and staff to develop information on regional travel patterns and system conditions, with a focus on problem locations and facilities for congestion and air quality. This data will be further refined and used to identify candidate projects for the application of congestion pricing. Candidate projects will include corridor, facility, and area-wide locations.

3.1.3 Consultant Task: Update current travel models and base travel data with results from the 1994 household survey.

Process: Note: Tasks 3.1.2 and 3.1.3 are complementary, and must be undertaken together. These tasks are designed to improve the current models so as to be credible for the development of price elasticities and the value of time for identified market segments. A preliminary Metro estimate would allocate about half the phase one budget to these tasks, along with significant Metro staff

resources. The proposer(s) should develop their own estimates and priorities.

The primary task will be to re-estimate the mode choice models for Home-Work Trips and Home-Other trips using the recently fielded revealed preference household survey data. The major difference in the new data is it has perceived parking costs for all travellers (not only auto travellers). The impedances will also be vastly improved and the new models must include travel costs indexed to income (the old models did not). It is expected that preliminary work on the analysis of the stated preference pricing survey (Task 3.1.5 should be carried out in concert with this task with some iteration) will suggest a market segmentation scheme to separate groups that have markedly different price elasticities.

Other tasks will include the possible revision of destination choice models for the HBO purpose, again informed by destination choice information contained in the SP survey (not very detailed).

Other model improvements may be required as the project becomes informed by the new data, for example trip generation (trips foregone due to pricing).

Product: With Metro staff, recalibrate the base year (1994) model.

3.1.4 Consultant Task: Describe the base transportation supply and demand conditions.

Process: The Consultant will work with Metro travel forecasting staff to develop a clear picture of longer distance travel patterns that might be appropriate for congestion pricing. The current models are implemented in EMME/2 which the consultant can access remotely if so desired. Alternatively Metro forecasting staff can operate the models to create outputs suitable for the consultants' analysis. Some analysis of a future horizon year may be required.

Product: A description of the basic demand and supply conditions, with particular emphasis on possible candidate locations for implementation. This should include major origin-destination patterns, volume/capacity analysis and transit level of service and demand characteristics for the same candidate locations.

3.1.5 Consultant Task: Reapplication of base model from 3.1.4 with pricing.

Process: Following the base model changes the models will be re-applied to determine the base (non-priced) performance with a model structure that will be used to include pricing effects. A basic demand and supply description will be developed including some, or all of the following items.

- Network (Highway and Transit)
- Capacities (Highway and Transit)
- Transit Line Itineraries and Frequencies
- Cost and Fare Assumptions (auto operating, parking, transit fares)
- Trips by Purpose
- Trip Tables by Purpose by Time of Day (Peak/Off Peak)
- Highway and Transit Assignments by Time of Day (peak/Off Peak)
- Link Level Travel Times / Speed by Time of Day
- Link Level Congestion (V/C)
- Hours of Travel
- Hours of Delay
- VMT

Product: Updated EMME/2 travel forecasting baseline data, maps and charts for use at public meetings and focus groups, and alternatives analysis.

3.1.6 Consultant Task: Develop Alternative Scenarios and Ranking Criteria

Process: The Consultant will produce a set of alternative facility, corridor, sub-area, and possibly regional scenarios (tentatively 5-10 long-term; 3-5 near term) for testing congestion pricing in the region. For analysis and public information purposes, a hypothetical regional pricing application may be designed. The regional application would show overall system benefits of a full pricing scenario. The regional application could test for changes in delay, emissions, and costs as opposed to the baseline long range transportation plan (RTP).

The public will have an opportunity to have input into the selection of scenarios through focus groups and public forums. Each option will undergo an initial screening by the Consultant to determine if

it should be considered further and included in the modeling exercise. Evaluation criteria to use in ranking the modeled alternatives will also be developed.

3.1.7 Consultant Task: Develop initial screening criteria to determine if the alternative should be considered for further analysis and modeling.

Process: Separate screening criteria should be developed for areas, corridors and facilities. These criteria should look at both administrative and technical factors such as ease of implementation and potential for reducing vehicle trips.

Product: Matrix of initial screening criteria to narrow candidate locations for detailed modeling.

3.1.8 Consultant Task: Finalize list of congestion pricing alternative scenarios to be modeled.

Process: This task will include identification of candidate locations (including suggestions made by the public) and screening of the candidates using the criteria established in task 3.1 above. The scope of alternatives may include areas, corridors and facilities. Alternatives will be selected based on criteria consistent with transportation system performance objectives. This task will also include production of a report documenting the screening process, including identification of the candidates and the results of the screening process.

Product: Written report identifying candidate locations for modeling and the screening process.

3.1.9 Consultant Task: Develop evaluation criteria for selection and ranking of alternative scenarios from Task 3.1.8

Process: At a minimum, the criteria will include consideration of the following factors:

- Congestion reduction. Potential for significant congestion reduction (reduction in the volume to capacity ratio below 0.9) in priced locations.

- Social and economic impacts on neighborhoods and businesses. Impacts to businesses along the priced routes as well as other affected areas; traffic impacts on neighborhoods; changes in accessibility to community facilities; right of privacy concerns by drivers as a result of the tolling technology.
- Environmental assessment. Noise impacts and other environmental effects of traffic attempting to bypass the priced facility; changes in travel safety; effects of project alternative on sensitive biological resources.
- Equity impacts on lower income drivers. Economic impacts of project alternative on lower income drivers and potential mitigation measures.
- Avoided cost. Facilities where the projected 2015 congestion could be reduced by pricing rather than capacity enhancement would receive priority in ranking.
- Mobility/transit enhancement. Impacts of the project alternative on normal commute patterns and the availability of alternative routes and modes. Pricing should only be applied to facilities where substantial transit capacity is present, easily instituted or included as part of Tri-Met's strategic plan.
- Legal feasibility. Potential legal impediments to implementation in addition to the need for state legislation authorizing toll collection. (Note: Senate Bill 626 would allow toll roads in the Newburg/Dundee area of Oregon and looks as if it will be passed by the 1995 Oregon legislature.)
- Revenue/cost issues. Potential costs to be incurred and revenues to be raised by the project alternative; scenarios showing possible uses of the revenue and most likely outcomes; public concerns and political issues that may be raised as a result of revenue questions.
- Tolling technology/enforcement/engineering issues. The type of tolling technology proposed by the project

alternative; impacts of technology requirements; engineering feasibility issues; scenarios for effective enforcement and related issues.

- Air quality. Projections for impact on regional ozone and carbon monoxide pollution.
- VMT reduction. Although congestion reduction is the assumed goal, projects structured to achieve both congestion relief and VMT reduction will receive priority consideration.
- Institutional Implications/Political Feasibility What will be the need for new institutional arrangements and agreements as the result of the likely resistance on the part of key interest groups and affected parties.

Product: Alternative congestion pricing scenarios and ranking criteria.
Technical report describing the screening process.

3.1.10 Consultant Task: Develop elasticities and/or factors for incorporation into Metro's Regional Travel Model in order to evaluate congestion pricing alternatives

Process: Following the fielding of Metro's 1994 Household Survey, a subset of approximately 600 households also completed a "stated preference" survey relating to people's different stated behavioral actions relative to various congestion pricing schemes. By asking people what they would do under alternative pricing scenarios, data was collected as to probable outcomes. The results of the stated preference survey on congestion pricing need to be analyzed and integrated with the revealed preference data so that factors and elasticities can be developed for use in Metro's regional model to assess the travel and socioeconomic impacts, and associated behavioral change from differing congestion pricing alternatives.

Using the elasticities developed, adjustments will be made to various trip parameters, such as trip distribution and mode split, to reflect changes in travel behavior under congestion pricing. Following these adjustments, the regional model will be capable of forecasting regional travel patterns and conditions with congestion pricing on specific facilities, along corridors, or areawide. This task may also include further refinement of vehicle movement by

mode, particularly related to automobile versus truck (small, large, etc.). Of particular interest are the following:

- Trip generation
- Trip distribution
- Route assignment
- Mode choice
- Time of day of travel
- Trip purpose (work vs. non-work)

This task constitutes the major effort to create model elasticities and cross elasticities for major travel market segments of the population for both work and non-work travel. These implied elasticities will be imputed from the disaggregate choice model (probably using logit and/or nested logit). This model will be developed as a stated choice model directly from the stated preference survey data and as a jointly estimated revealed choice/stated choice model using both the stated and revealed preference data. Should this effort be unsuccessful, a fall-back procedure will to be to use the factors determined from the stated preference and apply a judgemental scaling before applying to the revealed preference. As can be seen this is a sophisticated approach to the model improvement and although not used in the USA frequently, has seen development over the last 15 years elsewhere. It will be important for the successful proposer to include among the team modeling professional(s) with demonstrated experience in the empirical estimation of both stated choice and revealed choice models, and who is proficient at the practice of nested logit parameter estimation as well as the estimation of joint revealed-stated choice models (effectively scaling the stated choice models). Metro modeling staff carried out the estimation of the current models and will be integrally involved with the consultant in this effort. All of the network operation, provision of data and impedances etc. for the estimation data sets will be provided by Metro staff who are very familiar with EMME/2 and data preparation for model estimation.

Product: Enhanced Metro travel forecasting model for evaluating congestion pricing alternatives.

3.1.11 Consultant Task: Analyze and Rank Congestion Pricing Scenarios

Process: Model runs will be performed for each congestion pricing scenario, resulting in a forecast of travel patterns and conditions. Each forecast will be evaluated against the goals and objectives of the pilot project and the evaluation criteria developed in B.4. The model results will be used to estimate the effects of congestion pricing on factors related to travel behavior, including congestion, traffic volumes and air quality. The mitigation of economic and social impacts will be estimated by a more qualitative analysis of each scenario including estimates of revenue generation and use of revenues for mitigation (mitigation refers to efforts to reduce, eliminate, or compensate for unwanted or unintended environmental and/or socioeconomic impacts such as displacement of motorists, increased traffic infiltration into neighborhoods, and differential economic impacts to businesses and/or lower income drivers). This task will include the preparation of reports describing the model, other analysis tools, evaluation methodology, and ranked results.

Product: List of ranked alternative congestion pricing scenarios.

3.1.12 Metro Task: Technical Review by Metro Staff

Process: Metro staff will review Consultant work tasks and work products. The Consultant will make revisions and/or modifications to work products as necessary.

Product: Revised work products.

3.1.13 Consultant Task: Final Technical Report

Process: The Consultant will write a final technical report on all activities completed during Phase I for FHWA.

Product: Final Technical Report for Phase

3.2 TECHNICAL WORK Program (Phase II - Selection of Preferred Alternative) - 6 months.

3.2.1 Consultant Task: Develop Conceptual Designs for Highest Ranking Scenarios

Process: The Consultant will develop conceptual designs for the three to five alternatives ranked highest in the Alternatives Analysis (Phase I). The TAC and CAC will review these conceptual designs and make a recommendation to JPACT, Metro Council and the PSG. The preliminary design for each alternative should include

- Technological/engineering requirements
- Cost/Revenue estimates
- Projected impact on congestion
- Environmental assessment
- Social and economic impacts on neighborhoods and businesses and mitigation measures
- Equity impacts on lower income drivers and mitigation measures
- Avoided cost estimates
- Accessibility/transit impacts
- Legal feasibility/enforcement
- Air quality impact
- Projected VMT reduction

Product: Conceptual designs for highest ranked alternative scenarios.

3.2.2 Consultant Task: Prepare Reports and Informational Materials To Guide Selection and Adoption of Preferred Alternative

Process: Consistent with federal guidelines and Metro procedures, Metro will conduct a public process to select and adopt a preferred alternative. Technical reports and other informational materials will form the basis for the selection and adoption process. The Consultant will coordinate with the Public Involvement team and prepare technical reports and materials for use at the various technical and policy meetings as needed.

Product: Reports and supplementary materials describing the concept, design, modeling results and background information on the alternatives being considered.

3.2.3 Consultant Task: Final Report Recommending a Preferred Alternative

Process: The Consultant will complete a final report of the technical work and selection process for recommending the preferred alternative. Metro staff will review the Consultant report, and coordinate revisions and/or modifications as necessary. The Consultant will make the necessary modifications to the final report before submitting it for approval.

Product: Final Technical Report and Recommendation for the preferred alternative.

3.3 Selection Schedule

The following dates are confirmed:

Proposal Package Advertised/ Available	1/4/96
Pre-Proposal Meeting to answer Questions/Issues	1/16/96
Proposals Deadline	2/2/96

Metro anticipates the following schedule (dates are approximate) for interviews and contract approval:

Notice of Interviews	2/12/96 to 2/13/96
Interviews	2/19/96 to 2/23/96
Consultant Selected	2/28/96
Contract Executed	3/5/96
Notice to proceed	3/8/96

Section 4: SOP Contents

4.1 The consultant shall submit a definite proposal for the end results set forth in the RFP. The proposal shall describe the consultants qualifications, intended performance, proposed time line for the prescribed activities and the resources

required to perform the activities.

4.2 Proposals that merely repeat requirements of the scope of work will be considered non-responsive to this request and will not be considered.

4.3 Each SOP must contain:

a. A completed Coversheet (Exhibit D. Pass /Fail

b. Scope of Work and Schedule Pass/Fail

See Section 3.1.

c. Firm's Capabilities Max. Score 20

This relates to the firm's capabilities with regard to the requested services. The response must include at least three references (with telephone numbers) and should address the following:

- Similar projects, by type and location, performed within the last three years, that best characterize work quality and cost control
- Internal procedures and/or policies related to work quality and cost control
- Management and organizational structure
- Other on-going projects
- Availability to perform the work for the duration of the contract.

d. Project Team. Max. Score 25

This relates to the project principal, the project manager, key staff and sub-consultants. The basic question is how well the team's qualifications and experience relate to the requested services:

- Extent of principal involvement
- Current employer, assignments and location of key members
- Names of key members who will be performing the work on this project and their responsibilities
- Qualifications and relevant individual experience, including sub-consultants
- Experience as a team on similar or related projects
- Project Manager's experience with similar projects and interdisciplinary teams.

e. Understanding of Requested Services/Project Max. Score 30

This relates to the basic or preliminary understanding of the requested services. Is there a clear and concise understanding of the project based on existing information? Is there a general description of the purpose of this project and the chief issues to be addressed?

f. Affirmative Action Program Pass/Fail

The Agency values diversity in its work force and in the work force of its consultants. The response **must** include the following:

- A formal statement of nondiscrimination in employment by the consultant
- A description of the firm's affirmative action program¹. Firms of 50 people or less do not need a formal program, but must have a policy

It should also include:

- Past accomplishments in the area of affirmative action
- Diversity of work force in terms of minorities and women
- History of subcontracting with minority and women-owned businesses
- Minority and female recruiting practices

g. Resources Max. Score 15

This relates to the total resources allocated to each given task of the proposed scope of work (*examples: compatible computer equipment, adequate survey equipment*).

h. Supportive Information Max. Score 10

Supportive material may include graphs, charts, photos, resumes, additional references, etc.

i. DBE Policy and Participation Goal Pass/Fail

The assigned DBE participation goal on this project is 12 percent and shall apply to the contract as amended and/or extended. Only DBEs certified by the Office of Minority, Women and Emerging Small Business (OMWESB), Agency of Consumer and Business Services, Labor and

1

An "Affirmative Action Program" is defined as a set of policies and action steps designed to achieve equitable representation of women and minorities in the consultant's work force.

Industries Building, Salem, Oregon 97310 may be used to meet the assigned goal. Questions regarding DBE certification status should be directed to OMWESB at (503) 378-5651.

Consultants shall include the name, address and brief description of work committed to each certified DBE.

DBEs bidding as prime contractors must meet the assigned project goal, and may count their own participation toward achievement of the DBE contract goal for contracts up to \$100,000. For contracts in excess of \$100,000, DBEs bidding as prime contractors may not count their own participation toward achievement of the DBE goal.

The Agency has adopted ODOT's DBE Program Policy, described in Exhibit F.

SOP's not meeting ALL pass/fail criteria will be considered non-responsive and shall be rejected.

Section 5: SOP Format and Length

The SOP must not exceed 30 pages, including the required cover sheet. The SOP must be organized in accordance with the list of SOP contents below.

One page is considered to be one side of a single 8-1/2" x 11" page, and the minimum font size is 12 point for the text (consultants may use their discretion for other materials, e.g. graphics). Firms using a type smaller than 12 point shall be considered non-responsive.

Section 6: SOP Evaluation and Consultant Selection

- 6.1 The consultant selection process will be carried out under *ORS 279.051* and *Oregon Administrative Rule 731-10-030 dated November 22, 1994 and Chapter 125, Division 65,*

The SOP will be evaluated on the completeness and quality of content as described in Section 4 and Section 6.2. In addition, qualifications must include demonstrated capabilities in the following areas:

- Expertise in transportation modeling techniques and the development of model parameters and elasticities.
- The ability to analyze "revealed preference" travel survey data and "stated

preference" survey data and integrate the results.

- The ability to develop a set of alternative facility, corridor, subarea, or regional scenarios for analysis to test the concept of congestion pricing in the Portland region. This will include the ability to develop screening criteria for alternatives and to do the analysis and modeling necessary to develop a preferred alternative.
- Experience with economic analysis and demonstrated ability to assess the cost of travel in Portland, potential economic impacts of pricing strategies on diverse income groups, the business sector, and geographic population segments.
- Ability to present technical findings to groups of various size, including the media, in an understandable and comprehensive manner; and experience in managing the technical analysis for a public process with high media visibility.
- Familiarity with local, regional, and national transportation issues, infrastructure, laws and regulations that are applicable to implementation of a congestion pricing project in the Portland area.
- Experience and ability to perform on a project involving coordination of various consultants as part of a single project.

Interviews may be conducted with the top ranked firms at the Agency's option. The evaluation committee's recommendation will be submitted to Metro for approval.

6.2 Evaluation Criteria

Each SOP will be limited in length and judged as a demonstration of the consultant's capabilities and understanding of the services requested. Evaluation factors and maximum points will be as follows (maximum number of pages for each criterion is left to the consultant's discretion but must not exceed the specified total):

<u>Criteria</u>	<u>No. of Pages</u>	<u>Maximum Score</u>
a. Cover Sheet		Pass/Fail
b. Firm's Capabilities		20
c. Project Team		25
d. Understanding of Requested Services /Project		30
e. Affirmative Action Program		Pass/Fail

f. Resources		15
g. Supportive Information		10
h. DBE Policy & Participation Goal		<u>Pass/Fail</u>

TOTAL NOT TO EXCEED	30 pages	100
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- 6.3 Interviews are included, the consultants who make the short list must submit a completed salary and fee schedule for the proposed services at the time of the interview. Overhead information must also be included.

Section 7: General Information

- 7.1 The Agency may require any clarification or change it needs to understand the selected consultant's project approach. Any changes will be made before executing the contract and will become part of the final contract.

The successful consultant will be required to complete a Unit Price personal services contract (Attachment E).

The successful consultant must have Workers Compensation Insurance covering work in Oregon. The successful consultant must also submit documents addressing insurance, noncollusion, tax law, debarment and conflict of interest as part of the personal services contract.

Payment for any contract entered into as a result of this RFP will be made in accordance with the Scope of Work in Section 3.2. All billings will be processed through:

Metro
600 N.E. Grand Avenue
Portland, OR 97232-2736
Attention: Karen Thackston

- 7.2 The Agency reserves the right to reject any or all SOPs upon a good cause findings if it is in the public interest, and is not liable for any costs the consultant incurs while preparing or presenting the SOP. All SOPs will become part of the public file without obligation to the Agency.

The Agency reserves the right to cancel this RFP upon a good cause finding if it is in the public interest.

- 7.3 The Agency will award a contract to the consultant whose proposal would

be most advantageous to the Agency.

The selected consultant will be required to assume responsibility for all services outlined in the RFP, whether the consultant or a representative produces them. The Agency considers the selected consultant responsible for any and all contractual matters.

- 7.4 Consultants must use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
- 7.5 Protests concerning the consultant selection process must be delivered in writing to the Agency within 14 days of the award announcement. Protests must specify the grounds upon which the protest is based. The Agency will review the protest, decide on appropriate action and contact all involved parties. The decision will be presented to all parties within 45 calendar days of receipt of the protest and will be the final Agency position.

EXHIBIT A

A. PROJECT ADMINISTRATION

Task A.1: Metro Task: Manage/Provide Staff Support for Project Meetings:

Process: Metro will provide planning and secretarial staff support to these committees and will coordinate meeting notices and other mailings. As needed, Metro will also coordinate briefings and information updates for other interested groups.

Task A.2: Metro Task: Form Project Steering Group (PSG)

Process: Metro will coordinate formation of a Project Steering Group (PSG) to oversee the study. The PSG will be a small "Blue Ribbon" committee of state and local leaders, jointly selected by JPACT, Metro Council, and the Oregon Transportation Commission (OTC), responsible for policy formulation and project guidance. The PSG will review study findings, and based on input from the CAC, PMG and Technical Advisory Committee, formulate policy recommendations to JPACT/Metro Council for conducting the pre-project study.

After a thorough review of the study findings and conclusions concerning congestion pricing, the PSG will develop policy recommendations concerning the political and technical feasibility of congestion pricing in the Portland region. These policy recommendations will be incorporated into the final report to FHWA and will form the basis for a recommendation on making application to conduct a congestion pricing demonstration project in the Portland area.

The PSG will guide the project through its policy recommendations. Metro will be the lead agency for the congestion pricing study. The congestion pricing study will produce information and recommendations for review by the groups involved in this process (i.e. TPAC, PSG, JPACT/Metro Council). Metro staff will provide appropriate and timely information for consideration at meetings of the PSG and Metro's policy-makers and their advisory committees. Staff will present information to other policy-making bodies in the region, as appropriate.

Product: Project Steering Group (PSG).

Task A.3: Metro Task: Form Project Management Group (PMG)

Process: Metro will coordinate formation of the project management group (PMG) to provide overall study coordination, including management and review of consultant work. The PMG will also coordinate review of study recommendations by the TAC and the CAC. The PMG will be chaired by Metro and will include policy-makers drawn from the local, regional and state agencies represented on JPACT.

Project: Project Management Group (PMG).

Task A.4: Metro Task: Form Technical Advisory Committee (TAC)

Process: Metro will coordinate formation of a Technical Advisory Committee (TAC) to advise the Project Management Group on technical matters relating to the congestion pricing pre-project study. The process to select members would include approval through JPACT/Metro Council resolution. Metro staff will chair this committee. As needed, the committee may request assistance on public involvement issues from the Partners for a Livable Community, a regional communications/public relations group representing state, regional and local government agencies.

Product: A Technical Advisory Committee (TAC).

Task A.5: Metro Task: Citizens Advisory Committee (CAC)

Process: The CAC will provide a forum for discussions among the region's many interest groups (e.g. businesses, environmental organizations, neighborhood associations). This committee would also generate broader public involvement by disseminating information from its members to those members' constituents. Metro's existing RTP CAC may be utilized and any process to select additional members will include approval through JPACT/Metro Council resolution.

Product: A Citizens Advisory Committee (CAC).

Task A.6: Metro Task: Management of Contracts and Budget

Process: Metro will review all financial and contractual agreements with consultants. Metro will maintain budget and financial records for tasks associated with the study. Metro will provide administrative support for consultant contracts. Metro, as lead agency, will receive FHWA

Congestion Pricing Pilot Program grant funding. Tasks undertaken by consultants will be performed and paid for under the terms of contractual agreements approved by the Joint Policy Advisory Committee on Transportation (JPACT) and signed by Metro, ODOT and the consultant. Metro will prepare and administer Intergovernmental Agreements with local agencies for their administrative and technical support.

Task A.7: Metro Task: Coordinate Preparation of Final Report

Process: Metro will review all written material submitted by Consultants for inclusion in the final report. Metro will coordinate with the Consultants on producing a final report of study activities, findings and recommendations.

PUBLIC INVOLVEMENT - SCOPE OF WORK (Phase I - Policy Development and Alternatives Analysis - 18 months)

Task 3.1.2 Consultant Task: Public Opinion Research

Process: The Consultant will conduct public opinion research to gauge public attitudes and awareness about congestion pricing as a possible congestion management tool in general in the region, and to test and evaluate various forms of communication materials.

Product: A written report of public opinion and attitudes about congestion pricing to use in developing (1) a public awareness and involvement media campaign and (2) materials for use in the public involvement program.

Task 3.1.3 Consultant Task Design and implement a Public Awareness and Involvement Media Campaign to educate the public about congestion pricing and to encourage involvement in the study.

Process: The Consultant will design a campaign to: (1) build awareness and interest, (2) educate and (3) solicit response from all targeted audiences. Current funding allows for advertising in major regional and sub-regional newspapers. Funding for radio and television production and advertising will be sought from FHWA if these media are recommended by the Consultant as critical to the success of the Study. The Consultant will be responsible for writing and producing advertisements and purchasing media space.

Product: Media campaign, advertisement writing and production material.

Task 3.1.4 Consultant Task: Develop and implement a public involvement program for Phase I outreach.

Process: The Consultant will develop and implement a program for broad public involvement. The program may include such forums as regional workshops, stakeholder meetings, speakers bureau, house meetings, and conferences. The program should also include the necessary training for 8-10 public outreach personnel who will be

involved in the outreach and involvement activities at the local level as suggested in Phase I.

Product: Public involvement plan, implemented public involvement program and trained outreach personnel.

Task 3.1.5 Consultant Task: Develop and produce presentation materials for Phase I outreach

Process: The Consultant will design, write and produce presentation materials used in Phase I outreach. Materials to be produced in Phase I include a video or slide show, fact sheets, and general informational brochures. Materials should be tailored to the specific public involvement forums proposed in Task 3.1.4.

Product: Presentation material for public involvement campaign.

Task 3.1.6 Consultant Task Ongoing public involvement support and training.

Process: The Consultant will monitor the public involvement program progress and be available as needed to refine the program, presentation materials, and provide training.

Product: Revised program materials.

Task 3.1.7 Consultant Task: Write and Produce Quarterly Newsletter.

Process: The Consultant will develop a quarterly newsletter to notify the public and interested groups of the status of the study and upcoming activities. The Consultant will write and produce the newsletter.

Product: Public Involvement newsletter.

Task 3.1.8 Joint Metro/Consultant Task; Record of Public Comment

Process: Public comment will be solicited and taken at a variety of meetings and hearings and during comment periods. The public will also have the opportunity to submit comments at any time by mail, telephone, fax machine or electronic mail. Metro and/or the Consultant will record all comments, both written and oral, for the

public record. Draft recommendations may be revised by the Consultant based on comments received, as appropriate.

Product: A written record of public comment concerning congestion pricing in the Portland region.

3.2 PUBLIC INVOLVEMENT - SCOPE OF WORK (Phase II-Selection of Preferred Alternative) - 6 months.

Task 3.2.1 Consultant Task: Public opinion research

Process: The Consultant will continue the work begun in Phase I on public opinion research, particularly as it related to the selection of a preferred alternative.

Product: A written report of public attitudes about congestion pricing.

Task 3.2.2 Consultant Task: Design and implement a Public Awareness and Involvement Media Campaign to educate the public about congestion pricing alternatives and to encourage participation in the study.

Process: The Consultant will continue the public involvement activities begun in Phase 1 by designing a campaign to (1) build on awareness and interest, (2) continue to educate the public and (3) solicit responses from all targeted audiences. Funding for radio and television production and advertising will be sought from FHWA if these media are recommended by the Consultant as critical to the success of the Phase II outreach. The Consultant will be responsible for writing and producing advertisements and purchasing media space.

Product: Media campaign; written advertisements and production.

Task 3.2.3 Consultant Task: Develop and implement a public involvement program for Phase I outreach and selection of alternatives.

Process: The Consultant will develop and implement a program for broad public involvement appropriate to the goals of Phase II. The program may include forums such as regional workshops,

stakeholder meetings, speakers bureau, house meetings, and conferences.

Product: Quarterly newsletter / advertisements

Task 3.2.4 Consultant Task: Preparation of Materials for Presentations to Community Groups/Speakers Bureau

Process: Consultant Task. The Consultant will continue to assist Metro and its regional partners by developing presentation material for use at community groups to disseminate information concerning the selection of the preferred alternative. Presentation materials, including videos, maps and charts, will be developed and maintained for use by speakers. In addition, news releases and public service announcements will be developed and used at key milestones to keep the public informed of decisions and advancements in the congestion pricing study.

Product: Presentation display material for Phase II.

Task 3.2.5 Consultant Task: Final Report

Process: The Consultant will prepare a final report of public involvement activities, results, political feasibility and recommendations for conducting a congestion pricing pilot project in the Portland area.

EXHIBIT B

CERTIFICATION OF CONSULTANT (GRANTEE)

I hereby certify that I, _____ (name), am the duly authorized representative the firm of _____ whose address is _____, and that neither I nor the above firm (Grantee) has:

- a. Employed or retained for a commission, percentage, brokerage, contingency fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract,
- b. Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- c. Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant), any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract.

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature

CERTIFICATION OF AGENCY OFFICIAL

I hereby certify that I am the Agency Official of _____, and that the above consulting firm or his representative has not been required directly or indirectly as an expression of implied condition in connection with obtaining or carrying out this contract to:

- a. Employ, retain or agree to employ or retain, any firm or person, or
- b. Pay, or agree to pay, to any firm, person or organization, any fee, contribution, donation or consideration of any kind.

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature

EXHIBIT C

FEDERAL REQUIREMENTS

1. Disadvantaged Business Enterprises (DBE)

The DBE goal for the personal services contract under this Agreement shall be twelve percent (12%).

Pursuant to 49 CFR 23.43(a), the following provisions are made a part of this contract:

- A. Policy. It is policy of the U.S. Department of Transportation (DOT) and Metro that DBEs 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 contract. Consequently, the DBE requirements of 49 CFR Part 23 apply to this contract.
- B. DBE Obligation. Contractor agrees to ensure that DBEs 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 contract. In this regard, Contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of DOT-assisted contracts.
- C. Contractor's failure to carry out the requirements set forth herein shall constitute a breach of contract, and may result in termination of the contract by Metro or such other remedy as Metro deems appropriate.

2. Equal Employment Opportunity

In connection with the execution of this contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age or national origin. Such action shall include, but not be limited to, the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor further agrees to insert a similar provision in all subcontracts, except subcontract for standard commercial supplies or raw materials.

3. Title VI Compliance

During the performance of this contract, Contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as "Contractor"), agrees as follows:

- A. Compliance with Regulations: Contractor shall comply with Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter referred to as "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

- B. **Nondiscrimination:** Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, color, sex, age or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- C. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age or national origin.
- D. **Information and Reports:** Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Metro or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to Metro, or the FTA, as appropriate, and shall set forth what effort it has made to obtain the information.
- E. **Sanctions for Noncompliance:** In the event of Contractor's noncompliance with the nondiscrimination provisions of this contract, Metro shall impose such contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:
 - (1) Withholding of payments to Contractor under the contract until Contractor complies, and/or,
 - (2) Cancellation, termination or suspension of the contract, in whole or in part.
- F. **Incorporation of Provisions:** Contractor shall include the provisions of subparagraphs a through e of this Paragraph in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. Contractor shall take such action with respect to any subcontract or procurement as Metro or the FTA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Contractor may request Metro to enter into such litigation to protect the interests of Metro, and, in addition, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. Cargo Preference

Contractor agrees:

- A. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, materials or commodities pursuant to this section, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

- B. To furnish within 30 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipment originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in subparagraph A of this Paragraph to Metro (through Contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh Street, S.W., Washington, D.C. 20550, marked with appropriate identification of the Project.
- C. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

5. Conservation

Contractor shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC Section 6321, et seq.).

6. Buy America

This procurement is subject to the Federal Transit Buy America Requirements in 49 CFR Part 661.

Section 165a of the Surface Transportation Assistance Act of 1982, as amended, permits FTA participation in this contract only if steel and manufactured products used in the contract are produced in the United States. By signing this contract, Contractor certifies that it will comply with requirements of section 165a of the Surface Transportation Assistance Act of 1982, as amended, and the regulations in 49 CFR Part 661.

7. Interest of Members of, or Delegates to Congress

No member of, or delegate to, the Congress of the United States shall be admitted to a share or part of this contract or to any benefit arising therefrom.

8. Prohibited Interest

Metro's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties to subagreements.

9. Debarred Bidders

Neither Contractor, nor any officer or controlling interest holders of Contractor, is currently, or has been previously, on any debarred bidders list maintained by the United States Government or by the State of Oregon.

10. Maintenance and Inspection of Records

A. Contractor shall maintain comprehensive records and documentation relating to this contract, and shall permit the authorized representatives of Metro, the U.S. Comptroller General, or the U.S. Department of Transportation to inspect and audit all records and documentation for a period of three (3) years after Metro has made final payment to Contractor.

B. Contractor shall include in all of its subcontracts hereunder a provision to the effect that the subcontractor agrees that Metro, the U.S. Comptroller General or the U.S. Department of

Transportation shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor involving transactions related to the subcontract. The term "subcontract" as used in this clause excludes (1) purchase orders not exceeding \$10,000.00, and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

- C. The period of access and examination for records that relate to (1) litigation of the settlement of claims arising out of the performance of this Contract, or (2) costs and expenses of this contract as to which exception has been taken by the Comptroller General or any of his or her duly authorized representatives, shall continue until such litigation, claims or expectations have been disposed of.

11. Lobbying Prohibition/Certifications/Disclosures

This contract is subject to Section 319, Public Law 101-121 (31 U.S.C. 1352) and regulations promulgated thereto by the Office of Management and Budget, pursuant to which Metro may not expend funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. By signing this contract, Contractor agrees to comply with these laws and regulations.

A. Definitions. As used in this clause,

"Agency," as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal action" means any of the following Federal actions:

- (1) The awarding of any Federal contract;
- (2) The making of any Federal grant;
- (3) The making of any Federal loan;
- (4) The entering into of any cooperative agreement; and,
- (5) The extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C.450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established or otherwise recognized by a State for the performance of a government duty including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under title 5, U.S. Code, including a position under a temporary appointment;
- (2) A member of the uniformed services as defined in section 101(3), title 37, U.S. Code;
- (3) A special Government employee as defined in section 202, title 18, U.S. Code; and,
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, U.S. Code appendix 2.

"Person" means an individual, corporation, company association, authority, firm, partnership, society, State and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organizations or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation" means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment" means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient" includes all contractors and subcontractors at any tier in connection with a Federal contract. The term excludes an Indian tribe, tribal organization or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed" means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional or interstate entity having governmental duties and powers.

B. Prohibition.

- (1) Section 1352 of title 31, U.S. Code provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan or cooperative agreement to

pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

(2) The prohibition does not apply as follows:

(i) Agency and legislative liaison by Own Employees.

- (a) The prohibition on the use of appropriated funds, in paragraph B(1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.
- (b) For purposes of paragraph B(2)(i)(a) of this section, providing any information specifically requested by an agency or Congress is allowable at any time.
- (c) For purpose of paragraph B(2)(i)(a) of this section the following agency and legislative liaison activities are allowable at any time only where they are not related to a specific solicitation for any covered Federal action:
 - (1.) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale and service capabilities; and,
 - (2.) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (d) For purposes of paragraph B(2)(i)(a) of this section, the following agency and legislative liaison activities are allowable only where they are prior to formal solicitation of any covered Federal action:
 - (1.) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
 - (2.) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and,
 - (3.) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.
- (e) Only those activities expressly authorized by paragraph B(2)(i) of this section are allowable under paragraph B(2)(i).

(ii) Professional and technical services by Own Employees.

- (a) The prohibition on the use of appropriated funds, in paragraph B(1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract or an extension, continuation, renewal, amendment or modification of a Federal contract if payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal or application for that Federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract.
- (b) For purposes of paragraph B(2)(ii)(a) of this section, "professional and technical services" shall be limited advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspect of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.
- (c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award document.
- (d) Only those services expressly authorized by paragraph B(2)(ii) of this section are allowable under paragraph B(2)(ii).

(iii) Reporting for Own Employees.

No reporting is required with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(iv) Professional and technical services by Other than Own Employees.

- (a) The prohibition on the use of appropriated funds, in paragraph B(1) of this section, does not apply in the case of any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action, if the payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal or application for that Federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract.

- (b) For purposes of paragraph B(2)(iv)(a) of this section, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not all allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.
- (c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.
- (d) Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.
- (e) Only those services expressly authorized by paragraph B(2)(iv) of this section are allowable under paragraph B(2)(iv).

C. Disclosure.

- (1) Each person who requests or receives from an agency a Federal contract shall file with that agency a certification, set forth in this document, that the person has not made, and will not make, any payment prohibited by paragraph (b) of this clause.
- (2) Each person who requests or receives from an agency a Federal Contract shall file with that agency disclosure form, Standard Form-LLL, "Disclosure of Lobbying Activities", if such a person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (b) of this clause if paid for with appropriated funds.
- (3) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraph c(2) of this section. An event that materially affects the accuracy of the information reported includes:
 - (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or,

- (b) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
 - (c) A change in the officer(s), employee(s) or member(s) contacted to influence or attempt to influence a covered Federal action.
- (4) Any person who requests or receives from a person referred to in paragraph (C)(1) of this section a subcontract exceeding \$100,000 at any tier under a Federal contract shall file a certification, and a disclosure form, if required, to the next tier above.
 - (5) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraph C(1) of this section. That person shall forward all disclosure forms to the agency.

D. Agreement.

In accepting any contract resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

E. Penalties.

- (1) Any person who makes an expenditure prohibited under paragraph B of this clause shall be subjected to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
- (2) Any person who fails to file or amend the disclosure form to be filed or amended if required by this clause, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (3) Contractors may rely without liability on the representations made by their subcontractors in the certification and disclosure form.

F. Cost Allowability.

Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of Part 31 of the Federal Acquisition Regulation.

regs
08/30/93

COVER SHEET

STATEMENT OF QUALIFICATIONS/STATEMENT OF PROPOSAL

(_____)
(Project Title)

(_____)
(Work Element)

Metro

Name of Firm _____

Mailing Address _____

Contact Person _____

Telephone _____ Fax _____

_____ (Name of Firm) accepts all the terms and conditions contained in the _____ (Project Title) Request for Qualifications/Proposal dated _____ and the attached sample contract:

Signature of authorized representative _____ Date _____

Type name of authorized representative _____

Type name of person(s) authorized to negotiate contracts _____

Type name of person(s) authorized to sign contracts _____

The assigned DBE participation goal on this project is _____ percent. List the name, address, and a brief description of work committed to each certified DBE (see Section 8 of the RF_____).

DBE Firm Name: _____ Certification No. _____

Address: _____

Work Committed: _____

DBE Firm Name: _____ Certification No. _____

Address: _____

Work Committed: _____

Note: If more than two DBE firms are involved in this project, list other firms on a blank sheet of white paper and attach to this page.

Exhibit E

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, located at 600 N.E. Grand Avenue, Portland, Oregon 97232-2736 _____, referred to herein as "Contractor," located at _____ Federal ID number _____.

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

1. Duration. This Personal Services Agreement shall be effective _____, and shall remain in effect until and including _____, unless terminated or extended as provided in this Agreement.

2. Scope of Work. Contractor shall provide all services and materials specified in the attached "Exhibit A – Scope of Work," which is incorporated into this Agreement by reference. All services and materials shall be provided by Contractor in accordance with the Scope of Work, in a competent and professional manner. The Contractor shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delays and without additional cost. To the extent that the Scope of Work contains additional contract provisions or waives any provision in the body of this Agreement, the Scope of Work shall control.

3. Payment. Metro shall pay Contractor for services performed and materials delivered in the amount(s), manner and at the time(s) specified in the Scope of Work for a maximum sum not to exceed _____ AND ____/100THS DOLLARS (\$_____).

4. Insurance.

a. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurances, covering the Contractor, its employees and agents:

(1) Broad form comprehensive general liability insurance covering bodily injury and property damage, with automatic coverage for premises, operations and product liability. The policy must be endorsed with contractual liability coverage; and

(2) Automobile bodily injury and property damage liability insurance.

b. Insurance coverage shall be a minimum of \$500,000 per occurrence. If coverage is written with an annual aggregate limit, the aggregate limit shall not be less than \$1,000,000.

c. *Metro, its elected officials, departments, employees and agents shall be named as ADDITIONAL INSURED.* Notice of any material change or policy cancellation shall be provided to Metro thirty (30) days prior to the change or cancellation.

d. Contractor, its subcontractors, if any, and all employers working under this Agreement that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. Contractor shall provide Metro with certification of Workers' Compensation insurance including employer's liability. If Contractor has no employees and

will perform the work without the assistance of others, a certificate to that effect may be attached, as "Exhibit B," in lieu of the certificate showing current Workers' Compensation.

- e. If required by the Scope of Work, Contractor shall maintain, for the duration of this Agreement, professional liability insurance covering personal injury and property damage arising from errors, omissions or malpractice. coverage shall be in the minimum amount of \$500,000.
- f. Contractor shall provide to Metro a certificate of this insurance and thirty (30) days advance notice of material change or cancellation. The Contractor shall furnish acceptable insurance certificates to Metro at the time Contractor returns signed contracts. The certificate will specify all of the parties who are Additional Insured and will include the 30-day cancellation clause. Insuring companies or entities are subject to Metro acceptance. If requested, complete policy copies shall be provided to Metro. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retention, and/or self-insurance.

5. Indemnification. Contractor shall indemnify and hold Metro, its agents, employees and elected officials harmless from any an 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, or with any patent infringement or copyright claims arising out of the use of Contractor's designs or other materials by Metro and for any claims or disputes involving subcontractors.

6. Maintenance of Records. Contractor shall maintain all of its records relating to the Scope of Work on a generally recognized accounting basis and allow Metro the opportunity to inspect and/or copy such records at a convenient place during normal business hours. All required records shall be maintained by Contractor for three years after Metro makes final payment and all other pending matters are closed.

7. Ownership of Documents. All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by Contractor pursuant to this Agreement are the property of Metro, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers and grants to Metro all rights of reproduction and the copyright to all such documents.

8. Project Information. Contractor shall share all project information and fully cooperate with Metro, informing Metro of all aspects of the project including actual or potential problems or defects. Contractor shall abstain from releasing any information or project news without the prior and specific written approval of Metro.

9. Independent Contractor Status. Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall Contractor be considered an employee of Metro. Contractor shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work. Contractor is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes,

royalties or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement. Contractor shall identify and certify tax status and identification number through execution of IRS Form W-9 prior to submitting any request for payment to Metro.

10. Right to Withhold Payments. Metro shall have the right to withhold from payments due to Contractor such sums as necessary, in Metro's sole opinion, to protect Metro against any loss, damage or claim which may result from Contractor's performance or failure to perform under this Agreement or the failure of Contractor to make proper payment to any suppliers or subcontractors.

11. State and Federal Law Constraints. Both parties shall comply with the public contracting provision of ORS Chapter 279, and the recycling provisions of ORS 279.545 - 279.650, to the extent those provisions apply to this Agreement. All such provisions required to be included in this Agreement are incorporated herein by reference. Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations including those of the Americans with Disabilities Act.

12. Federal Funds Provisions.

- a. If this payment is to be charged against federal funds, the Contractor certifies that it is not currently employed by the federal government, Contractor further certifies that it is not currently employed by the State of Oregon.
- b. If federal funds are involved in this Agreement, Exhibit "B," Certificate of Consultant, and Exhibit "C" Federal Provisions, including Certification of Involvement In Any Debarment and Suspension, are incorporated into this Agreement by reference.
- c. Contractor shall not be compensated for work performed under this Agreement by any other federal, state or local agency.
- d. This Agreement may be terminated by Metro upon 30 days notice, in writing and delivered by certified mail or in person, if funding from federal, state or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. The Agreement may be modified to accommodate a reduction in funds.

13. Situs. The situs of this Agreement is Portland, Oregon. Any litigation over this Agreement shall be governed by the laws of the State of Oregon and shall be conducted in the Circuit Court of the State of Oregon, for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

14. Assignment. This Agreement is binding on each party, its successors, assigns and legal representatives, and may not, under any circumstance, be assigned or transferred by either party.

15. Termination. This Agreement may be terminated by mutual consent of the parties. In addition, Metro may terminate this Agreement by giving Contractor Three (3) days prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor.

Termination shall not excuse payment for expenses properly incurred prior to notice of termination, but neither party shall be liable for indirect or consequential damages arising from termination under this section.

16. No Waiver of Claims. The failure to enforce any provision of this Agreement shall not constitute a waiver by Metro of that or any other provision.

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

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

CONTRACTOR

METRO

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit F

DBE Program Policy

DBE Program Policy: It is the policy of the Oregon Department of Transportation (ODOT), its recipients and contractors to provide Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR 23 and the Transportation Assistance Acts of 1982 and 1987, with maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds.

Good Faith Efforts: To determine whether a consultant who has failed to meet the assigned goal may receive the contract, ODOT must decide whether the efforts put forth by the consultant were good faith efforts toward meeting the goal. Consultants failing to meet the assigned goal must include documentation of their good faith efforts in performing the following:

- a. The consultant attended any presolicitation or prebid meetings that were scheduled to inform disadvantaged, minority, or women business enterprises of contracting and subcontracting opportunities on the project;
- b. The consultant identified and selected specific economically feasible units of the project to be performed by disadvantaged, minority, or women business enterprises to increase the likelihood of participation by such enterprises;
- c. The consultant advertised in general circulation, trade association, minority and trade oriented, women-focus publications, if any, concerning the subcontracting;
- d. The consultant provided written notice to a reasonable number of specific disadvantaged, minority, or women business enterprises, identified from a list of certified disadvantaged, minority, or women business enterprises provided or maintained by the Department for the selected subcontracting in sufficient time to allow the enterprises to participate effectively;
- e. The consultant followed up initial solicitations of interest by contacting the enterprises to determine with certainty whether the enterprises were interested;
- f. The consultant provided interested disadvantaged, minority, or women business enterprises with adequate information about the plans, specifications and requirements for the selected subcontracting;
- g. The consultant negotiated in good faith with the enterprises, and did not without justifiable reason reject any disadvantaged, minority, or women business enterprises;
- h. Where applicable, the consultant advised and made efforts to assist interested disadvantaged, minority, or women business enterprises in obtaining bonding, lines of credit, or insurance required by the Department or contractor;
- i. The consultant's efforts to obtain disadvantaged, minority, or women business enterprise participation were reasonably expected to produce a level of participation sufficient to meet the goals or requirements of the Department; and
- j. The consultant used the services of minority community organizations, minority contractor groups, local, state and federal minority business assistance offices and other organizations identified by the Advocate for Minority and Women Business that provide assistance in the recruitment and placement of disadvantaged, minority, or women business enterprises.