

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING RELEASE)	RESOLUTION NO. 96-2271
OF REQUEST FOR PROPOSAL #96R-4-PK)	
FOR THE OXBOW REGIONAL PARK)	Introduced by Mike Burton
MASTER PLAN AUTHORIZING THE EXECUTIVE)	Executive Officer
OFFICER TO ENTER INTO A MULTI-YEAR)	
CONTRACT)	

WHEREAS, The adopted FY 1995-96 Metro Budget appropriates \$50,000 for master planning services for the Oxbow Regional Park Master Plan; and

WHEREAS, The Metro Regional Parks and Greenspaces Department successfully competed in the State Parks and Recreation Department County Opportunity Grants Program that resulted in an award of an additional \$30,000 for Oxbow Regional Park Master Planning services; and

WHEREAS, The grant program prohibits project commencement prior to execution of the contract (expected in February 1996); and

WHEREAS, The master planning work requires approximately 8 months to complete and will cross fiscal years; and

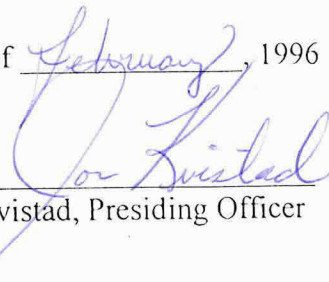
WHEREAS, Consultant services are required to perform the work tasks identified in the attached Request for Proposals (RFP); and

WHEREAS, The contractor will be selected by an open and competitive proposal and selection process; now therefore,

BE IT RESOLVED,

- 1) That the Metro Council authorizes the release of the RFP for master planning services for the Oxbow Regional Park Master Plan.
- 2) The Metro Council authorizes the Executive Officer to execute a multi-year contract with the most qualified bidder for Oxbow Regional Park Master Planning services.

ADPOTED by the Metro Council this 15 day of February, 1996


Jon Kvistad, Presiding Officer

Approved as to Form:


Daniel B. Cooper, General Counsel

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 96-2271 FOR THE PURPOSE OF AUTHORIZING RELEASE OF A REQUEST FOR PROPOSALS FOR MASTER PLANNING SERVICES FOR THE OXBOW REGIONAL PARK MASTER PLAN AND AUTHORIZING THE EXECUTIVE OFFICER TO ENTER INTO A MULTI-YEAR CONTRACT.

Date: January 22, 1996

Presented by: Pat Lee

BACKGROUND AND ANALYSIS

The Oxbow Regional Park Master Plan was originally planned and budgeted to be completed in FY 1995-96. Using the \$50,000 budget as leverage, the Department successfully competed in the State Parks and Recreation Department County Opportunity Grant Program that resulted in an award of \$30,000 for Oxbow Regional Park Master Planning services. The additional \$30,000 will cover design specification work for facility and infrastructure improvements required at the park. These improvements are among the authorized list of projects for use of Multnomah County's local share of Open Spaces Bond revenues.

Conditions of the County Opportunity Grant program prohibit project work from beginning prior to notice of the award or execution of a contract (expected in February 1996). Multnomah County will enter into a contract with the State, with Metro acting as the County's agent. Metro will receive the grant in form of reimbursement payments.

Metro Contract Services Division and General Counsel have reviewed and signed off on the RFP. The project work is expected to take approximately 8 months to complete.

BUDGET IMPACT

The Master Planning process will require approximately 8 months to complete and will cross fiscal years. The project is budgeted at \$50,000 in the adopted FY 1995-96 Budget. A technical adjustment to the FY 1996-97 budget will be proposed later this fiscal year. Total expenditures will be as follows:

Appropriated for FY 1995-96	\$50,000
To be budgeted for FY 1996-97 (tech. amend)	<u>\$30,000</u>
Total:	\$80,000

EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 96-2271.

Exhibit A

METRO

REGIONAL PARKS AND GREENSPACES DEPARTMENT

Request for Proposals

for

Master Planning Services:

Oxbow Regional Park

in

Unincorporated East Multnomah County

**Proposals Due:
Project Manager:**

**5:00 PM, March 13, 1996
Jane Hart - (503) 797-1585**

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SECTION I

GENERAL INFORMATION

REQUEST FOR PROPOSALS

Metro's Regional Parks and Greenspaces Department hereby solicits written proposals for preparation of a Master Plan for the Oxbow Regional Park in Unincorporated East Multnomah County. The project must be completed by December 31, 1996.

PROPOSAL SUBMITTAL

Written proposals are due no later than 5:00 P.M. March 13, 1996, at the Metro Regional Parks and Greenspaces Department, 600 Northeast Grand Avenue, Portland, OR 97232-2736, Attention: Jane Hart. No faxed materials will be accepted. Postmarks are not considered proof of delivery. If proposal is hand-delivered, it must be delivered to and date stamped by personnel at Metro's Regional Parks and Greenspaces Department on the first floor of the Metro building. Delivery persons should inquire with the front reception desk personnel for directions to the Department offices.

All proposals must be clearly marked "Proposal -Master Plan for Oxbow Regional Park, Unincorporated East Multnomah County," and contain all information outlined herein.

WHO TO CONTACT FOR RFP INFORMATION

Correspondence pertaining to the content of this RFP should be directed to:

Jane Hart, Project Manager
Metro Regional Parks and Greenspaces Department
600 NE Grand Ave.
Portland, OR 97232
Phone (503) 797-1585
Fax (503) 797-1849

To provide proposers with a thorough understanding of this RFP project, a pre-proposal conference will be held on March 1, 1996. To assist in productivity of the pre-proposal conference, it is requested that proposers submit their RFP questions in writing to Jane Hart as soon as possible.

A project background information file will be available to proposers for inspection and review at Metro Regional Parks and Greenspaces Department. Proposers should call Patricia Sullivan between 8:00 AM and 5:00 PM at 797-1870 to schedule an appointment to review the file.

QUALIFICATIONS

Consultant and/or firm proposing shall have a combination of documented technical expertise, professional experience on similar projects, and verifiable references from previous projects.

All responses must be made in the format outlined in Section IV, Proposal Format and Content. Failure to comply with or complete any part of this request may result in rejection of your proposal.

CONTRACT SIZE

This project and solicitation process envisions services costing no more than \$65,000 and respondents are requested to indicate all incremental rates and costs which apply.

SCHEDULE OF REQUEST FOR PROPOSAL PROCESS

Pre-Proposal Conference	March 1, 1996
Proposals Due	March 13, 1996
*Oral Interviews	March 26, 1996
*Final Selection	March 27, 1996
*Contract Execution	April 5, 1996
*Project Commenced	April 8, 1996
*Project Completed	December 31, 1996

*These dates are approximate and subject to change.

PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held in Room 370 A & B at Metro, 600 NE Grand Ave., Portland, OR, on March 1, 1996 from 2:00 to 4:00 pm (tentative time). The objective of the pre-proposal conference, in an informal setting, is to discuss the contents of the RFP in detail and clarify any questions you may have. In addition, this conference will give proposers an opportunity to meet with key Metro staff who will be working on the project.

To assist in productivity of this meeting, it is requested that questions or areas of clarification be submitted in writing as soon as possible to, Jane Hart, Project Manager. Questions received in writing will be addressed first, followed by questions raised at the pre-proposal conference as time permits.

Questions and responses become part of the public record and will be available for review on request. Should there be any changes made in the RFP as a result of the pre-proposal conference, a written addendum will be provided to all parties and will include any adjustments in RFP schedule dates.

ORAL INTERVIEW

Consulting firms selected for final evaluation will be required to participate in an oral interview of their proposal to Metro's Selection Committee. Such presentations provide an opportunity for the firm to clarify the proposal to assure mutual understanding. Metro will schedule the time and location for these interviews.

REJECTION OR ACCEPTANCE OF PROPOSALS

Metro reserves the right to accept or reject any or all proposals received as well as negotiate with any or all respondents.

Metro intends to award a contract to the respondent it deems most qualified and capable of performing master planning services which specifically meet Metro needs.

RFP COSTS

This RFP does not commit Metro to the award of a contract or to pay any costs incurred in the preparation and submission of RFPs.

NON COLLUSION

All proposals must certify that no officer, agent, or employee of Metro has a pecuniary interest in this project or has participated in contract negotiations on behalf of Metro; that the proposal is made in good faith, without fraud, collusion, or connection of any kind with any other proposer for the same solicitation of proposals; the proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person(s) or firm(s).

PERSONAL SERVICES AGREEMENT

The personal service contract attached represents a standard format approved by Metro General Counsel. Any proposed changes in the language or construction of the document must be raised and resolved in the RFP process. All participants are therefore required to cite and define any/all proposed changes, additions, deletions or modifications as a condition to acceptance of their RFP. Failure to respond will be interpreted as acceptance of the standard terms and conditions for contract and subsequent changes will not be considered.

VALIDITY PERIOD

The Proposals shall be considered valid for a period of sixty (60) days.

MINORITY AND WOMEN OWNED BUSINESS PROGRAM

Metro and its contractors will not discriminate against any person based on race, color, and national origin, sex, sexual orientation, age, religion, physical disability, political affiliation or marital status. Metro extends equal opportunity to all persons and specifically encourages disadvantaged, minority and women-owned businesses to access and participate in this and all Metro projects, programs and services.

If any subcontracting is intended, Proposers are directed to Metro Code 2.04.100 and 2.04.200 governing utilization of minority and women-owned businesses. Should you have detailed questions about the program, please contact the Contract Services Division at (503) 797-1717.

SECTION II

PROJECT BACKGROUND

Oxbow Regional Park is over 1,000 acres in size and is located in unincorporated East Multnomah County in the Sandy River Gorge. The Metropolitan Greenspaces Master Plan identifies Oxbow Regional Park as a regionally significant greenspace in the Sandy River watershed. Oxbow Regional Park is unique in the region because it includes 180 acres of old growth forest and borders four miles of the State Scenic and Federal Wild and Scenic Sandy River. The park and river provide important habitat for a variety of wildlife including elk, bear, deer, coyote, beaver, osprey, bald eagle and native salmon and steelhead populations. The park occupies the heart of the Sandy River Gorge where 100-foot tall rock walls and steep forested slopes rise from the banks of the Sandy River providing spectacular vistas from many locations inside and outside the park. The park offers opportunities to meet the ever increasing need by the public to recreate in an attractive, natural environment that is uncrowded and peaceful. Within 20 miles of Portland, Oxbow Park visitors can hike or horseback ride through miles of forested trails, float and fish the river, camp, and view wildlife and beautiful scenery.

Oxbow Regional Park has been in public ownership since the early 1960's. Ownership within the current park boundary includes Multnomah County, Bureau of Land Management (BLM), and Oregon Department of Fish and Wildlife (ODFW). Multnomah County maintains long term leases and intergovernmental agreements with BLM and ODFW for management of those agency's lands inside the park boundary.

In January 1994, the Metro Regional Parks and Greenspaces Department (Department) was created from the merger of the Metropolitan Greenspaces program at Metro with the Multnomah County Park Services Division. Currently, the Department manages the County's park facilities. An intergovernmental agreement exists between Metro and Multnomah County that, pending negotiations, could lead to the transfer of ownership in 1996 of Multnomah County's parks including properties at Oxbow Regional Park. Although portions of the park are still owned by the County, the entire park is currently managed by the Department.

The proposed planning area includes the park and those tax lots immediately adjacent to the park boundary. The 130 acre YMCA Camp Collins borders the park's northwest corner. A mix of residential, farmed and forested parcels border the park's northern boundary. Gordon Creek Road and privately owned steep forested terrain border the park's northeastern and eastern boundary. Metro recently purchased a 40 acre forested parcel that borders Gordon Creek Road across from the park's eastern boundary just north of the confluence of Gordon Creek and the Sandy River. Funds for the purchase came from the Open Space Bond Measure proceeds designated for the Sandy River Gorge regional acquisition target area. Nature Conservancy land borders the park's southern and southeastern boundary. Single family residences perched atop a terrace abut the park's western and southwestern boundary.

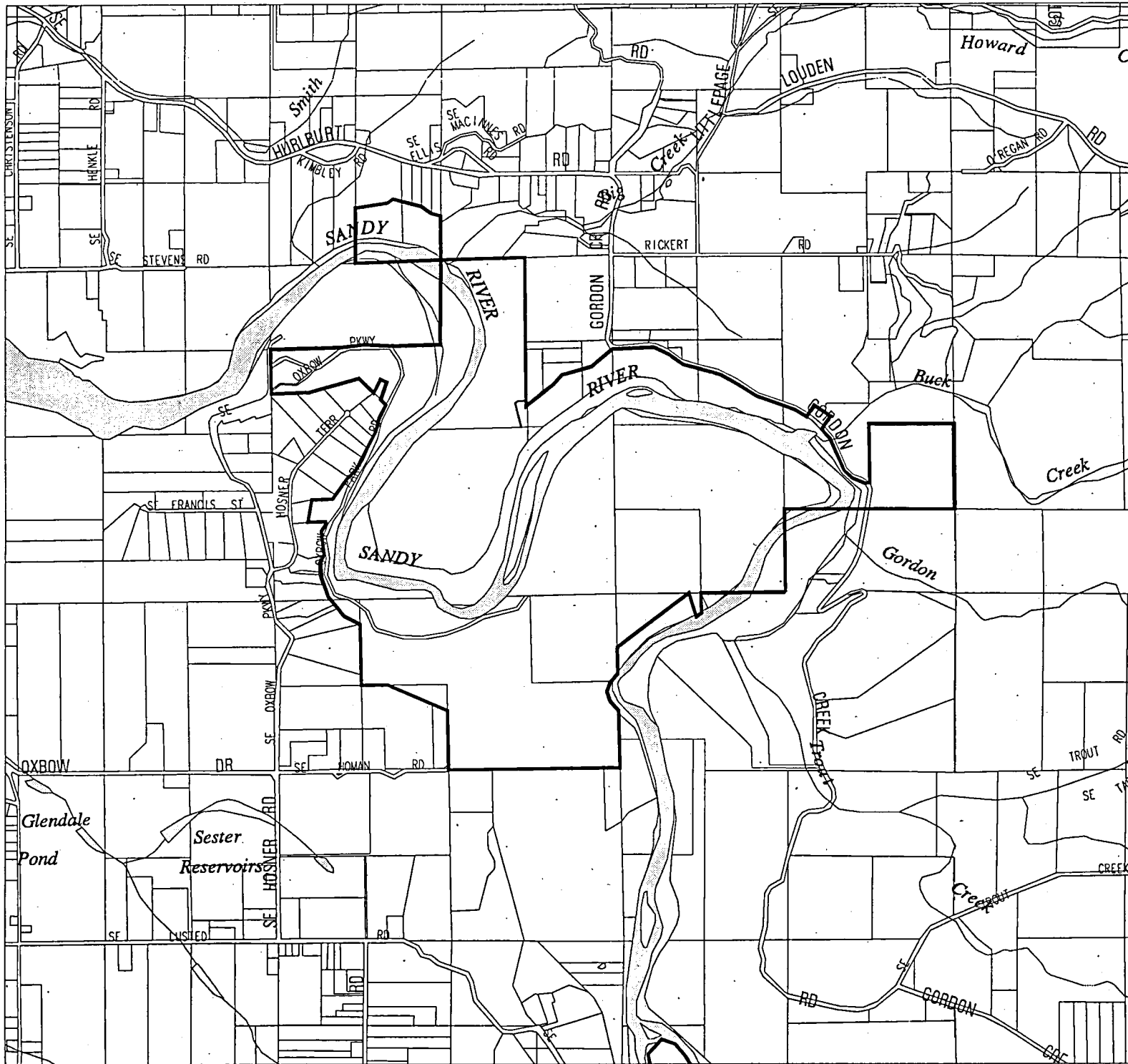
The Regional Parks and Greenspaces Department's mission is to protect and manage regionally significant parks and natural areas within the urban environment. The Metropolitan Greenspaces Master Plan calls for cooperative efforts to acquire and protect a regional system of parks, natural areas, open space, trails and greenways for wildlife and people, and recommends that master plans be prepared for components of the Greenspaces system. Oxbow Regional Park is Multnomah County's/Metro's largest park for which a master plan has not yet been prepared. The Master Plan will provide design and management recommendations for all aspects of the park, from the physical facilities and infrastructure, to educational programming and resource protection. The master planning process also provides the opportunity for the public to be involved in planning for the park's future.

The Department conducted a Summer 1995 Oxbow Regional Park user survey to seek the public's opinion about facilities, services and programs offered at the park. Preliminary results show strong preferences by visitors for modern toilet and shower facilities, electricity at campgrounds and ADA approved trails.



Oxbow Regional Park is currently limited in its ability to serve a diverse recreation audience because of the limited and deteriorating infrastructure and the lack of other type of facilities or amenities that would address a wider outdoor recreation audience.

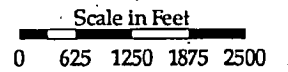
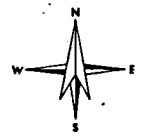
Multnomah County has designated \$1.25 million of their share of the Open Space Bond Measure funds for capital improvements at Oxbow Regional Park. Multnomah County and Metro have entered into an IGA stipulating how the bond funds will be used. Improvements will include but not be limited to, water system upgrade and main line replacement, construction of flush toilets in several locations, extension of electrical service to new restrooms and existing picnic shelters, and replacement of three badly deteriorated group camp shelters and one substandard picnic shelter. The master plan will establish policies to guide design and include a phased implementation plan for the proposed planning area. The master plan will ensure that these improvements will meet current and future needs, be implemented in a timely fashion, and be cost effective. The master plan will recommend improvements to be located in the most appropriate areas of the park and blend with the character and natural setting of the park.

Boundary Map Oxbow Regional Park



Legend

-  Oxbow Park Boundary
-  Rivers



600 NE Grand Ave
Portland, OR 97232-2736
(503) 797-1742



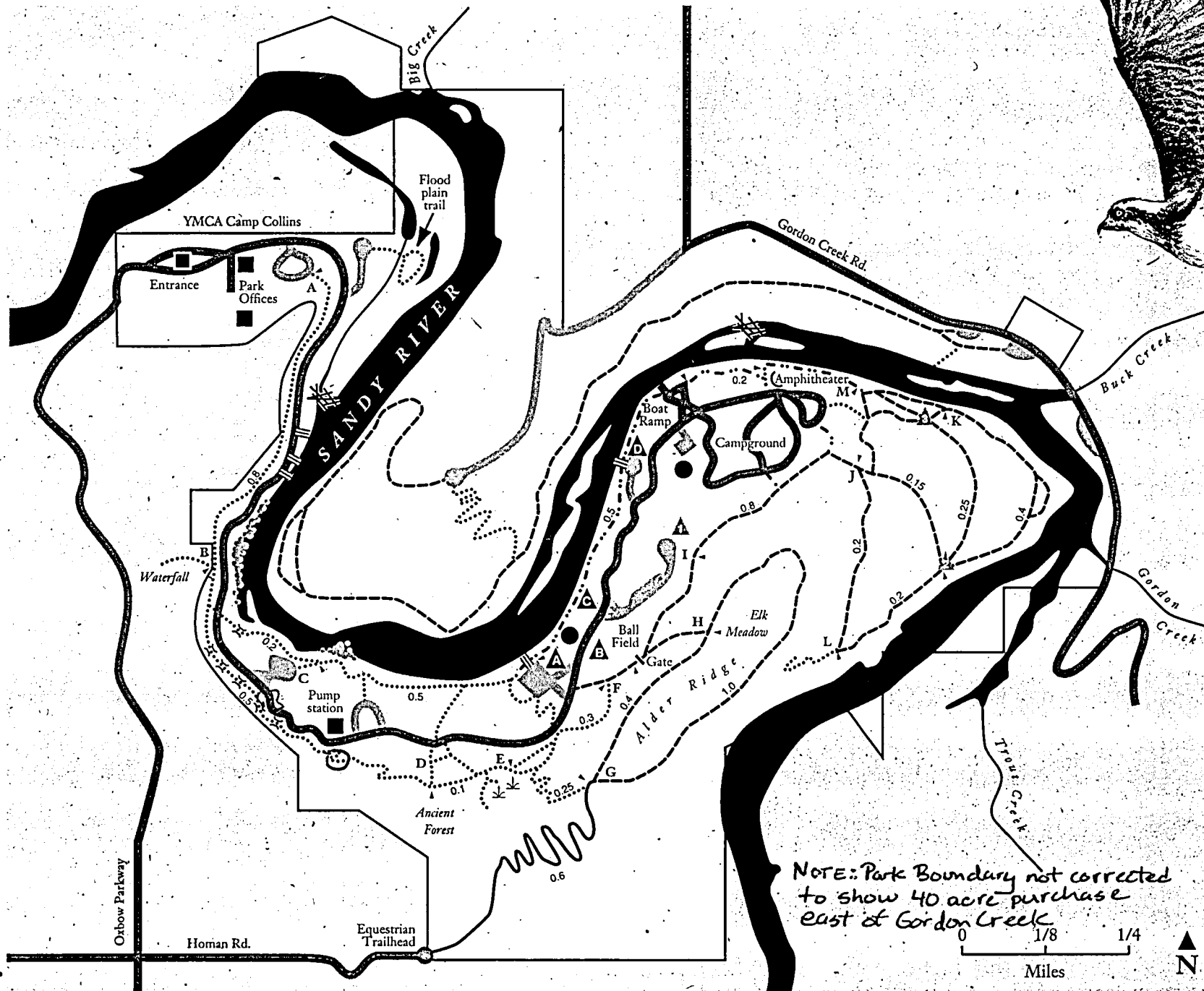
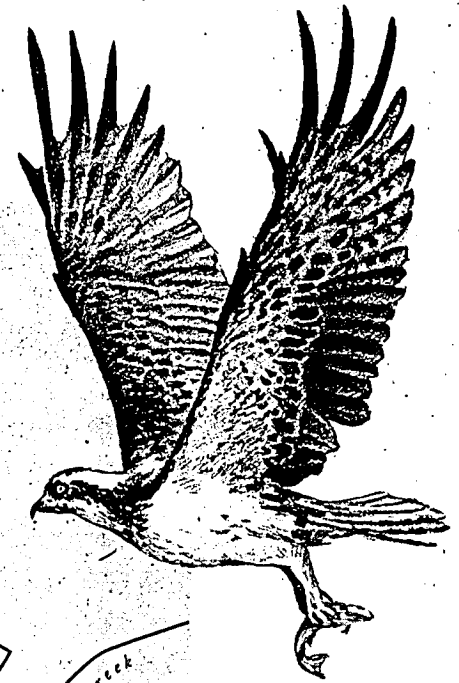
METRO



Metro
Regional
Parks and
Greenspaces

Oxbow Regional Park

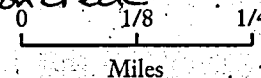
3010 S.E. Oxbow Parkway, Gresham, OR 97080 (503) 663-4708



Legend

- Group picnic area
- Group camping area
- Children's play area
- Building
- Hardened river access
- Distance between points
- A - M Trail markers
- Bridge
- Log jam
- River boulders
- Wetlands
- Pedestrians only
- Pedestrians and bicycles only
- Pedestrians and horses only
- Pedestrians, bicycles and horses
- Paved road
- Gravel road

NOTE: Park Boundary not corrected to show 40 acre purchase east of Gordon Creek



METRO

SECTION III

SCOPE OF WORK

PROJECT TASKS TO BE PERFORMED BY CONSULTANT

The proposer selected to produce the Oxbow Regional Park Master Plan will be required to perform the following tasks:

1. Compile/Review Existing Information; Evaluate Current/Future Needs; Identify Master Plan Components
 - Document regional and statewide demographic trends, i.e. Statewide Comprehensive Outdoor Recreation Plan (SCORP) reports to anticipate recreational needs of park users.
 - Prepare 1995-1996 Oxbow Park User Survey summary report to help determine park user needs and preferences (in keeping with park character).
 - Review/update existing information and assess current/future needs for park facilities, infrastructure, recreational areas and activities, educational and interpretive programs, operations and maintenance practices, security, parking and visitor circulation.
 - Compile and update existing information on proposed planning area including but not limited to, natural and cultural resources, ownership, land use and zoning using existing plans and maps from Metro and Multnomah County, and information from resource agencies.
 - Identify relevant regulations, policies and goals in related local, state and federal planning and management documents to be addressed in the master plan; i.e. State Scenic and Federal Wild and Scenic Management Plans for the Sandy River, Sandy River Subbasin Fish Management Plan, Multnomah County Rural Area Planning process, Metropolitan Greenspaces Master Plan, Sandy River Gorge Open Space Acquisition Refinement Plan, Metro 2040 Regional Framework Plan, and the Sandy River Delta Plan EIS.
 - Identify impacted areas of park needing restoration/protection/monitoring. Provide methods/steps to achieve.
 - In cooperation with ODFW, assemble information on anadromous and resident fish stocks and habitat in the park, determine if existing uses or proposed master plan activities impact the resources and identify measures to eliminate and avoid impacts.

- After compiling and evaluating existing information, identify if additional research or study is necessary to determine suitable locations for master plan components that protects natural resources and the character of the park. Resources to consider include but are not limited to: archeological resources, fauna and flora, fish and wildlife habitat, threatened and endangered species.
- Identify and evaluate the following:
 - a) Major issues and concerns
 - b) Trail, campground, picnic area and other improvements
 - c) Evaluate current corrective options for potable water supply system
 - d) ADA improvements to bring park into compliance and enhance opportunities for people with disabilities
 - e) Improvements to park entrance/administration office/ranger residence/maintenance area
 - f) Irrigation system
 - g) Location, septic suitability and design for new restrooms and shower facilities
 - h) Adequate electrical service for all electrical functions and associated costs
 - i) Internal multi-modal circulation and parking
 - j) Location and design for a nature center, including size, floor plan, architectural theme, construction materials and operations and maintenance requirements
 - k) Partnership opportunities for funding and program development
- Establish Master Plan Mission Statement and goals
- Develop management and design policies to guide master planning.
- Develop criteria and standards for trail (hiking, biking, equestrian) improvements/restoration and maintenance and illustrate proposed location and design.

Provide signage design and placement plan to orient users throughout park

- Provide recommendations for recreational, educational and interpretive programs and services that meet the needs of targeted park users. Identify organizations, agencies and existing programs to partner or collaborate with.
- Revise maintenance standards to provide quality, safe and cost-effective maintenance and operations for master plan activities.
- Identify estimated capital costs, ongoing operation and maintenance costs and permit requirements for all the Master Plan components.
- Provide revenue producing and funding strategies that incorporate a diversity of techniques to guarantee long term financial stability for both physical and operational aspects of the park.

2. Phased Implementation Plan

The phased implementation plan will guide facility and infrastructure improvements, resource restoration and protection and recreational and educational programs identified in the Master Plan. Project elements will be arranged into logical phases which will lead to successful completion of the Master Plan. Estimated costs

3. Community Involvement

- Create list of stakeholders and interested citizens
- Assist Metro with establishment and coordination of project advisory committee, facilitate committee meetings and prepare meeting minutes.
- Facilitate at least two community workshops to solicit input for development of the Master Plan and prepare meeting minutes.
- Present the final Master Plan to Metro Regional Parks and Greenspaces Advisory Committee
- Present the final Master Plan to the Metro Council
- Present the final Master Plan to the Multnomah County Board of Commissioners

4. Graphics for Public Meetings and Document

a. Existing Conditions Map(s) of Planning Area

Consultant shall prepare existing conditions map(s) of master planning area showing (but not limited to) the following: topography; property boundaries; site and adjacent lot ownership; fauna and flora (including threatened and endangered species); fish runs, spawning areas and habitat; water features; other natural features; cultural resources if known; existing structures; and existing land uses. This task will require consultant to review, and update relevant project information and determine what additional information is required to prepare existing conditions map(s) of Oxbow Regional Park Master Planning area. Map(s) will need to be prepared in two formats; for public presentations and Master Plan document.

b. Preliminary Alternative Site Master Plan Concept Designs

Up to three alternative concept designs for site master plan to be used in project advisory committee meetings and community workshops.

c. Site Master Plan Illustration

Based on analysis and input from the public and Metro Parks staff, illustrate site master plan in format suitable for public presentation and master plan document. Illustration will show locations for all facility and infrastructure improvements including but not limited to restrooms and showers, picnic shelters, campgrounds, park entrance/administration/ranger residence/maintenance area, nature center, signage, trails, scenic viewpoints.

One draft and one final, if revisions required after public review. Minimum of 2 by 3 feet colored rendering of proposed Site Master Plan.

d. Preliminary Designs, Specifications and Architectural Drawings

Preliminary designs, specifications and architectural renderings for all recreational area and facility improvements including but not limited to restrooms, showers, picnic shelters, campgrounds, trails, park entrance/administration/ranger residence/maintenance area.

Provide preliminary design specifications for location and components of water and electrical supply system. Should road realignment be required to accommodate infrastructure improvements, provide preliminary design specifications for realignment activities.

Provide conceptual architectural drawings for nature center showing location, building elevations, infrastructure tie-ins, architectural design and materials, floor plan, and various perspectives of building.

e. Other Graphics

Other graphics that will aide in public presentations and or the master plan document including a large color aerial photograph, other site photographs, site location map, cross sections for trail improvements.

5. Master Plan Document

The final report shall include the following elements:

- Executive Summary
- Introduction
- Existing Conditions Analysis
- Needs Assessment
- Components of Master Plan
- Illustrated Site Master Plan
- Preliminary Design Specifications
- Implementation Plan (including timeframes and estimated cost)

PROJECT TASKS TO BE PERFORMED BY METRO

Metro will:

1. Assist in preparing list of stakeholders. This list may be expanded based on advice from the consultant.
2. Conduct Winter 1996 Oxbow Regional Park User Survey
3. Provide background reference and resource material, including:
 - Metro GIS maps of varying degrees of coverage for property ownership, land use plan designations, zoning, topography, water features, aerial photography, and roads.
 - Mylar of existing park facilities and layout

- most of deeds and leases for lands inside the park boundary (some deeds in County files)
 - Approximately 300 completed Summer 1995 Oxbow Regional Park User Surveys
4. Prepare all press releases and meeting notices.
 5. Attend and participate in all community/Metro/Multnomah County Board presentations.
 6. Produce draft and final copies of the Master Plan for public distribution.
 7. Perform other tasks as negotiated with consultant.

PRODUCT REQUIREMENTS

1. Preliminary Draft Master Plan Report for Public Review
Submit 15 bound copies in 8 1/2 by 11 inch format, double sided, for internal review by Metro. The document will reflect public's input, and recommendations of Metro and the Project Advisory Committee. The document shall incorporate photos, graphics, tables and maps where appropriate throughout the document to illustrate content. The plan must communicate the project information in a clear, organized and pleasing manner to a variety of audiences, including funding organizations.
2. Draft Master Plan for Public Review
The Consultant will revise the Preliminary Draft Master Plan according to the comments received from Metro and produce a Draft Master Plan document for public review. Submit 3 bound copies and a photo-ready unbound original in 8 1/2 by 11 inch format, double sided.
3. Final Master Plan Document for Metro Council/Multnomah County Approval
The Consultant will revise the draft Master Plan according to comments received from Metro and produce the final Master Plan document. Submit 3 bound copies and one photo-ready unbound original (same format as draft) report.
4. Colored Rendering of Final Site Master Plan
Consultant shall prepare a colored rendering of the final Site Master Plan. The rendering shall be presentation quality, and a minimum of 2 feet by 3 feet in size.
5. Final Master Plan Document/Site Master Plan for Public Release
Following Metro Council and County Commissioner's review and approval, make any final changes to Master Plan document and Site Master Plan illustration and produce for public release. Submit 3 bound copies and one photo-ready unbound original report, including maps, graphics, appendices and a computer disk in Microsoft Word 6.0 for Windows.

SECTION IV

PROPOSAL FORMAT AND CONTENT

Proposers submitting a proposal are encouraged to revise and improve the request for proposal, including work items, as necessary, and to make subsequent modifications of the proposal before submission, as a demonstration of their expertise and competence with quality consulting work and procedures.

The format required for the proposal is as follows:

The proposal should be submitted on recyclable, double-sided recycled paper (post-consumer content). No waxed page dividers or non-recyclable materials should be included in the proposal.

1. Introductory Letter

Identify the name, title, address, and telephone number and FAX number of the lead contact person authorized to represent the Proposer in any negotiations and the person(s) authorized to sign any contract which may result. A statement must be provided establishing that the proposal will remain in effect for sixty (60) days after receipt by Metro.

2. Background and Qualifications

Provide the name of firm, year established, type of service, and size of staff for both the prime and any subconsultant(s). Indicate if the firm and any subconsultant(s) is/are a State of Oregon certified Disadvantaged Business Enterprise (DBE), Minority Business Enterprise (MBE) or Women-Owned Business (WBE).

Provide the general qualifications and experience of the firm and any subconsultant (s). Provide a summary of the firm's background and involvement in similar and other ongoing projects. Show capability to complete project on time and within budget. Provide copies of studies or reports of at least two past projects which would be relevant to this project.

Provide at least three references per firm. Include owner's name, owner's contact person and phone number, and proposer's project manager.

3. Specific Information Request

All proposers shall describe their qualifications and experience to the level of detail necessary to convince Metro of the firm's ability to professionally perform the following services:

- a) River and forest based park/natural area master planning that balances public use with preservation of the natural resources and character of the park.
- b) Nature Center master planning, design and implementation.
- c) Preparing preliminary civil engineering design drawings and specifications for upgrading/siting facilities and water and electrical supply systems.

- d) Knowledge of the local issues germane to this project.
- e) Constructively involve stakeholders and interested public in development of the master plan.
- f)

4. Project Understanding Proposed Project Approach to the Scope of Work

Proposer should include a statement of understanding of the project. Provide a description of the proposed approach for carrying out the work tasks described in this RFP. Outline a work plan and related time schedule for each significant segment of the work. Include suggested revisions to the Scope of Work, associated impact on project budget and completion time frames and rationale for suggestion(s).

5. Project Staffing Summary

Identify the principal persons to be assigned to each major component of the Scope of Work for both the prime and any subconsultant(s). Describe the specific role and responsibilities proposed for each individual to be involved in this project and an estimate of the time commitment for the individual. Particular attention should be addressed to describe the role of the consultant's project manager in quality control, communication and decision-making.

Provide examples of each member's past work and professional expertise in the areas to which they will be assigned.

The primary consultant must assume responsibility for any subconsultant work and shall be responsible for the day-to-day direction and internal management of the consultant effort.

6. Budget Summary

Delineate personnel by level (i.e., Principal, Professional and Administrative), and establish the hourly rate and person-days assumed by task and cost.

Identify all required materials and other direct costs.

Specify the administrative support, costs, overhead and profit that will apply

7. Number of Proposals to Submit

Submit 8 proposals.

Enclosed with each proposal, provide original examples of studies or reports of at least two past projects which would be relevant to this project. We will be glad to return the original examples of work at the end of the RFP process.

Note: The funds available for this management planning project are limited and all proposals must be phrased in terms of the cost categories identified above, not to exceed \$65,000.

SECTION V

EVALUATION OF PROPOSALS

EVALUATION CRITERIA

Written proposals will be evaluated on the basis of the following criteria:

	<u>Points</u>
1. Demonstrated understanding of the local and regional issues and concerns germane to this project.	20
2. Project understanding: Proposed project approach including the work plan, schedule, and estimated hours/cost per task.	30
3. Proposer's and project team's experience providing similar consulting services;	20
4. Experience, training and qualification of personnel;	20
5. Favorable, appropriate and specific references.	10
TOTAL	100

METHOD OF SELECTION

Members of the Selection Committee for this project will individually evaluate each submitted Proposal to determine those individuals/firms best qualified to perform the services required. Committee member ratings will not be revealed prior to the selection.

Proposers selected for final evaluation will be required to make an oral interview of their proposal to Metro's Selection Committee. Such presentations provide an opportunity for the firm to clarify its proposal and ensure mutual understanding. Metro will schedule the time and location for these presentations.

Consultant selection will be based upon the proposal submitted and oral interviews. Upon completion of the oral interview, the Committee will advise all proposers of its selection. Metro reserves the right to request and require submission of technical, managerial, financial, or other evidence of abilities prior to selection. Contract negotiations may be pursued with the highest rated proposer(s) as deemed necessary for an equitable decision and compliance with the inherent project schedule.

REFERENCES

Through submission of a proposal, all respondents specifically agree to and release Metro to solicit, secure and confirm all background information provided. Fully descriptive and complete information should therefore be provided to assist in this process and ensure the appropriate impact.

INFORMATION & QUESTIONS

This solicitation represents the most definitive statement Metro will make concerning this project. Any verbal information which is not specifically contained herein shall not be considered in evaluating the proposals received. Therefore, in order for any information to be binding upon Metro, it must be solicited and issued in writing as part of this competitive process.

Metro's Project Manager shall be the sole judge and decision-maker on all inquiries. As such, she will determine if an all inclusive written response to the questioner and all potential participants is warranted.

SECTION VI
PERSONAL SERVICES AGREEMENT

Project «Project_Name» _____
Contract No. «Contract_Number» _____

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, OR 97232-2736, and «Contractor», referred to herein as "Contractor," located at «Address».

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 «Start_Date» and shall remain in effect until and including «End_Date», 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. 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 «Amount_Spelled» AND «Cents»/100THS DOLLARS (\$«Amount_Numeric»).

4. Insurance.

a. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, 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 INSUREDS. Notice of any material change or policy cancellation shall be provided to Metro 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. Contractor shall provide to Metro a certificate of this insurance, and 30 days' advance notice of material change or cancellation.

5. Indemnification. Contractor shall indemnify and hold Metro, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Agreement, 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 provisions 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. 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.

13. 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.

14. Termination. This Agreement may be terminated by mutual consent of the parties. In addition, Metro may terminate this Agreement by giving Contractor «Termination_Days» 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.

15. 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.

16. 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.

_____	METRO
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

*Tim,
FYI
Jane*



METRO

TO: Councilor Ed Washington and Jon Kvistad, Presiding Officer
FROM: Jane Hart, Regional Parks and Greenspaces
CC: Pat Lee, Regional Parks and Greenspaces
SUBJECT: Request for expedited Council hearing for Resolution No. 96-2271
authorizing release of Oxbow Park Master Plan RFP
DATE: January 22, 1996

Due to the January 1996 changes in the Council Committee meeting schedules, and pre-existing timeframes related to release of the Oxbow Park Master Plan RFP, this memo requests an expedited Council hearing for Resolution No. 96-2271 authorizing release of the Oxbow Park Master Plan RFP. This Resolution is scheduled to be heard by the Regional Facilities Committee on February 5th. This request is for the resolution to be forwarded for Council hearing on February 8, 1996.

Having the resolution heard on February 8 will allow publication of the RFP notice as planned on the following Wednesday February 14th, when the weekly edition of the Scanner Newspaper is published. This will assist in maintaining the project schedule.

This is a non-controversial RFP and should require very little time on the Council's February 8th agenda. Your consideration of this special request is appreciated.

*No Council
until Reg Fac
Review -
No Further
Rule suspensions
For your
Department*
[Signature]