

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING) RESOLUTION NO. 96-2393B
THE RELEASE OF A REQUEST FOR)
PROPOSAL FOR THE COMMODITY FLOW) Introduced by
DATA COLLECTION AND ANALYSIS) Mike Burton,
PROJECT AND COUNCIL APPROVAL OF) Executive Officer
THE CONTRACT)

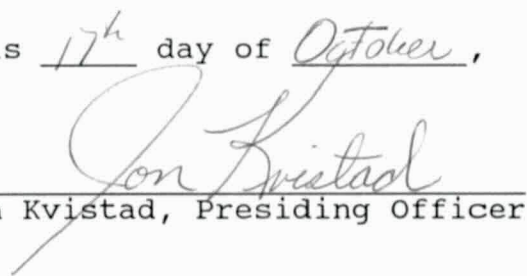
WHEREAS, The Request for Proposal and contract form attached hereto will provide a means to locate a firm to provide necessary services; and

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

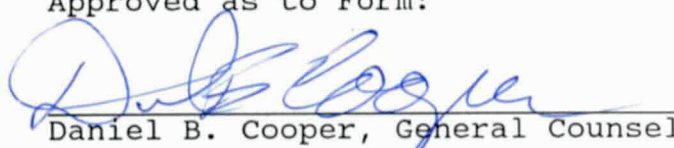
BE IT RESOLVED,

That the Metro Council Authorizes issuance of the Request for Proposal for the Commodity Flow Data Collection and Analysis Project for the two-year period beginning in September 1996 and authorizes the Executive Officer to execute contracts with the most favorable proposer(s). The final proposed project scope of work and budget shall be subject to review and approved by the Council Transportation Planning Committee.

ADOPTED by the Metro Council this 17th day of October, 1996.


Jon Kvistad, Presiding Officer

Approved as to Form:


Daniel B. Cooper, General Counsel

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 96-2393B FOR THE PURPOSE OF AUTHORIZING THE RELEASE OF A REQUEST FOR PROPOSAL FOR THE COMMODITY FLOW DATA COLLECTION AND ANALYSIS PROJECT AND COUNCIL APPROVAL OF THE CONTRACT

Date: September 12, 1996

Presented by: Andrew Cotugno

PROPOSED ACTION

Adoption of Resolution No. 96-2393B would authorize the release of a Request for Proposal for the Commodity Flow Data Collection and Analysis Project and grant approval for the Executive Officer to execute the contract with the most qualified proposer(s).

FACTUAL BACKGROUND AND ANALYSIS

As part of the Unified Work Program (UWP), Metro Council and JPACT have approved funding for the Commodity Flow Analysis Project for this region. Funds totaling \$250,000 have been allocated in the FY 97 budget for this effort. Up to an additional \$100,000 may become available for use from FY 96 STP carryover funds. The total amount of the contract is expected to be between \$250,000 and \$350,000.

The selected consultant will assist in four main program areas of this project -- commodity scoping and 2040 projection refinement, collection of truck/commodity origin-and-destination data, design and administration of a stated preference survey of shipping firms, and development of a commodity carrier forecasting model.

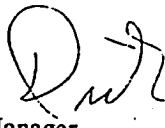
EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 96-2393B.

M E M O R A N D U M

METRO

Date: October 15, 1996

To: Metro Council 

From: Dick Walker
Travel Forecasting Manager

Subject: Resolution 96-2393: RFP for the *Collection and Analysis of Commodity Flow Information*

On October 8, the Metro Transportation Planning Committee considered Resolution 96-2393. The resolution requested the Council's authorization to release the subject request for proposal and approval of the contract. The purpose of this memo is to summarize the subsequent changes that have been made to the RFP per the Committee's request.

The Resolution specified that the total amount of the contract was to be between \$250,000 and \$350,000. The specification of the dollar amount range was necessary because the final FY1996 carryover amounts were not yet available. The Committee directed the Transportation Department to finalize the carryover and define a contract for a single dollar amount. In addition, the Committee desires to review the proposal of the recommended consulting team. This will permit a determination of what can be accomplished within the specified budget.

Based upon additional budget analysis, the RFP will be in the amount of \$262,000. Specific wording is included in the RFP to ensure that if the consultant considers the funds insufficient to complete all the product specifications, a course of action should be suggested that 1) provides for the collection of commodity data that is deemed essential and 2) develops a less sophisticated but yet credible tool for use in estimating commodity movements.

The consultant is required to package the proposal in a manner that clearly indicates what additional dollars could buy. Logical development steps need to be identified that would eventually lead to the implementation of the specified model defined in the RFP. Each increment would take the modeling capabilities to a higher level of sophistication. This information will assist the Committee to clearly assess the benefit-cost relationships.

BID / RFP REVIEW FORM

Date Received by the Contract Services Division 9/4/96

> \$25,000 BID # _____ < \$25,000 _____

RFP # 96R-32-TR

Title of Project: Collect/Analyze Comm. Flow Information

Department/Division: TR / Travel Forecasting

Est Amt: 250-350,000

Council Designation: SI - 18 mths / council app. require

Originator: K. Thackston / D. Walker

Contact: K. Thackston

(Please initial)

Reviewed by: Contracts Analyst

K 9/8/96
Date

Procurement Officer

OKSM _____
Date

General Counsel (>\$25,000)

[Signature] 9/11/96
Date

M/WBE Advocate

Date

Date

Date

Comments: see page 15 - modified to correspond to Metro Code,
various other minor changes, add recycled paper clause

REQUEST FOR PROPOSAL

**The Collection and Analysis
of Commodity Flow Information**

for

Metro and the Port of Portland

Federal Aid Project Number: SPR-PL-DSB-STP-9701 (34)

**Metro
600 Northeast Grand Avenue
Portland, Oregon 97232-2736**

October 22, 1996

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Attachments

Draft Scopes of Work

Development of the Commodity Scoping and 2040 Projection Refinement	Attachment A
Collection of Truck/Commodity Origin - Destination Data	Attachment B
Design and Implementation of a Stated Preference Survey to Determine the Elasticities of those Factors that Influence Shipping Decisions	Attachment C
Development of a Commodity Carrier Forecasting Model	Attachment D
Routing Probability Chart	Attachment E
Statement of Proposal (SOP) Cover Sheet	Attachment F

Exhibits

Personal Services Agreement

Unit Price Breakdown	Exhibit A
Contractor Certification	Exhibit B
Federal Provisions (Including DBE Goal)	Exhibit C
Disadvantaged Business Enterprise Guidelines (DBE).....	Exhibit D

Request for Proposal

The Collection and Analysis of Commodity Flow Information for Metro and the Port of Portland

Introduction

Metro, hereafter known as the Agency, is seeking the services of a qualified consultant to collect and analyze commodity flow information.

The Portland metropolitan area places a high priority on maintaining its competitive posture in the international and domestic marketplace. The ability to move commodities in and through the region is an important element within this framework. Metro and the Port of Portland desire information to help them better understand the freight system. In order to ensure an efficient system, information is needed about the quantity and type of goods being handled, where the goods are going in the region, how they are being carried, and what the key factors are that businesses consider in making shipment decisions.

A clear understanding of the current and potential problem areas is essential in order to secure funding for measures that will mitigate them. Information is needed that will enable Metro and Port of Portland staff to 1) identify current problem areas, 2) anticipate potential future problem areas, 3) generate viable solutions and improvements, and 4) evaluate the effectiveness of potential improvements. The data are essential so that policy leaders may make sound decisions in prioritizing freight improvements as they compete for funds with other regional projects.

The scopes of work within this Request for Proposal (RFP) define activities that begin the development of a commodity flow database and a set of analytical tools. Areas of work fall into the following categories.

- A. Commodity Scoping and 2040 Projection Refinement
 - 1) Provide a more detailed analysis of the commodities used in the Portland Metro 2040 Commodity Flow and Requirements Study.
 - 2) Identify the top importing and exporting businesses that use Portland area terminals.
 - 3) Quantify any commodity movement not accounted for in the 2040 study.
 - 4) Evaluate the growth projections of the commodity groups against those from the 2040 study.
- B. Collect Truck/Commodity Origin and Destination Data
- C. Conduct Stated Preference Survey of Firms to Determine the Elasticities of those Factors that Influence Shipping Decisions

- D. Develop a Commodity Carrier Forecasting Model sensitive to Changes in the Economic Market and Transportation Infrastructure Using the Findings from Areas A, B, and C

This RFP defines a set of needs this region has identified and includes a proposed methodology to address them. The work elements will be finalized as the input from the consultant team, a technical advisory committee, an expert review panel, and the Metro Regional Transportation Plan (RTP) Freight Work Team are incorporated into the solution process.

The contract is anticipated to start in January 1997 and will cover an eighteen month period. The total value of the contract is \$262,000. The Agency reserves the right to amend this contract for additional time and/or money contingent upon need and the availability of approved funding.

The project manager will be Richard E. Walker, Manager of the Travel Forecasting Section at Metro.

Section 1: Submittal and Closing Date for the Statement of Proposal

1.1 Eight copies of the Statement of Proposal (SOP) must be received by 5:00 p.m. Pacific Standard Time on December 2, 1996. Neither late (regardless of postmark) nor faxed submittals will be accepted. Firms submitting a Statement of Proposal not in compliance with Section 4 (Contents of the Statement of Proposal) will be considered non-responsive.

1.2 Statement of Proposals must be addressed to:

Richard E. Walker, Manager
Travel Forecasting Section
Transportation Department
Metro Regional Center
600 Northeast Grand Avenue
Portland, Oregon 97232-2736

Telephone: (503) 797-1765

Section 2: Inquiries

2.1 Procedural questions that arise prior to the Statement of Proposal deadline should be directed to Jean Alleman by phone at (503) 797-1768 or by e-mail at allemanj@metro.dst.or.us.

Substantive inquiries concerning the project should be in writing or via e-mail and addressed to:

Richard E. Walker, Manager
Travel Forecasting Section
Transportation Department
Metro Regional Center
600 Northeast Grand Avenue
Portland, Oregon 97232-2736

Telephone: (503) 797-1765
E-mail: walkerd@metro.dst.or.us

2.2 Substantive responses will include the following:

2.2.1 Metro will provide a written response to all written substantive inquiries, as appropriate. All substantive inquiries must be received at least seven days prior to the Statement of Proposal due date. As appropriate, questions and answers will be provided in writing to all Request for Proposal recipients.

2.2.2 Metro and the Port of Portland 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: November 12, 1996
Place: Metro Regional Center
600 Northeast Grand Avenue
Portland, Oregon 97232-2736
Time: 9:00 AM
Room: 370A**

Section 3: Statement of Work and Delivery Schedule

3.1 Background Information

A number of freight and commodity flow work elements have occurred during the last several years. A summary of each follows:

3.1.1 Intermodal Management System

An extensive computerized database is being developed as part of the Intermodal Management System (IMS) program. For all the statewide intermodal facilities,

data regarding the site location, type of commodity handled there, volume of goods, carrier modes servicing the site, access conditions, etc. are being recorded.

3.1.2 Portland Metro 2040 Commodity Flow and Requirements Study

As part of the Region 2040 Plan development work, commodity flow characteristics were documented in a report by DRI/McGraw-Hill to demonstrate the implications of future freight volumes on the regional transportation system. The study evaluated Portland's overall freight market and identified key freight segments supporting local consumption and production with nine broad commodity groups. Forecasting of Portland's long term freight market included projections by commodity types and by modal split (ocean, rail, truck, and barge). Forecast horizons included the years 2000, 2010, 2020, 2030, and 2040.

3.1.3 Shipper Interviews

Several informal luncheons were held with the leading shippers and commodity carriers of this region. Information was collected anecdotally. Items such as route usage, the identification of flow problem locations, and other areas of concern were discussed.

3.1.4 Freight Terminal Site Tours

Port of Portland and Metro staff have toured several freight terminal sites. The intent of the tours was to gain a better understanding of product tracking techniques, warehousing capabilities, and the overall site operation.

3.1.5 Vehicle Classification and Truck Counts

Truck count information has been collected by several agencies for use in the Highway Performance Monitoring System and the Columbia Corridor Truck Study. A regional database has been assembled that serves to house the information in a single location. The collection year for the count data ranges from 1992 to 1995.

3.1.6 Count-Based Truck Matrix

Computer algorithms exist which allow the construction of a synthesized origin and destination matrix. Given specific count data on a simulation network of links and a seed trip table of flows, the zone-to-zone trip movements can be adjusted to provide a better match with the roadway count information. Based on the count data collected (see above), a synthesized average week day and PM peak 1-hour trip table of estimated truck flows were developed.

3.1.7 Statewide Freight Model

Consultants are under contract to the Oregon Department of Transportation Planning and Analysis Unit (TPAU). Work began in June 1996 to collect data and develop a simulation tool to estimate inter-city freight movement. It is imperative that a high degree of cooperation exist between the Statewide efforts and the work elements called for in this RFP. Potential exists for a high degree of data sharing and the use of common analysis techniques. An example of this commonality is found in the products that will be produced from the Weigh Station Survey. ODOT is conducting this survey during the summer and fall. Vehicle classification data, commodity type, and origin - destination information will be collected.

3.2 Project Management Structure

- 3.2.1 The management structure for this endeavor will consist of a Project Management Team, a Technical Advisory Committee, the RTP Freight Work Team, and an Expert Review Panel.
- 3.2.2 Membership on the Project Management Team will include staff from Metro, the Port of Portland, the ODOT TPAU, and the consultant project manager. This group is the final decision making body for the project. It receives advisement from the Technical Advisory Committee, RTP Freight Work Team, and Expert Review Panel. All project issues, such as scheduling and funding, are addressed by the Project Management team.
- 3.2.3 Representatives from the shipping industry and business community will staff the Technical Advisory Committee. The purpose of the Advisory Committee is to provide local industry input into the project. In addition, the group provides a forum to test the feasibility of data collection techniques.
- 3.2.4 The RTP Freight Work Team includes staff from the local and regional jurisdictions. This committee currently exists. It was created for advising Metro on freight-related matters as they pertain to the RTP. In this project, the committee will serve as a liaison between the local government agencies and the Management Team.
- 3.2.5 The Expert Review Panel will include leading authorities in the field of commodity movement. The Panel will have national and local membership. This group will advise the Management Team on the effectiveness of data collection techniques and the overall study design. The input from the panel will be instrumental in the shaping of the final scope of work.

3.3 Desired Products and Services

Draft methodologies have been prepared for each program area in order to define the level of effort required to complete the full objectives of the study. Once the consultant team is selected, the methodologies will be refined by the consultant and the Project Management Team. The Technical Advisory Team, the RTP Freight Work Team, and the Expert Review Panel will have input into this refinement process.

The budget for this project is \$262,000. However, the consultant may consider that this is insufficient to produce the products defined in Sections 3.3.1 through 3.3.4. If this is the case, the consultant should suggest a course of action for Metro and the Port of Portland that 1) provides for the collection of commodity data that is deemed essential and 2) develops a less sophisticated but yet credible tool for use in estimating future commodity movements.

Within this budget, the first increment should provide the description of a proposed forecasting tool, define the list of essential data items that need to be gathered, and describe the data capture methodology. The cost for each task needs to be clearly presented. If the consultant considers more budget is needed, the amount for each additional task should be estimated.

The consultant is required to package the proposal in a manner that permits the Management Team to clearly see what products additional dollars could buy. Logical development steps need to be identified that would eventually lead to the implementation of the complete model (as defined by the full implementation scopes of work - see attachments). Each increment would take the modeling capabilities to a higher level of sophistication.

For each program area, a generalized full implementation methodology (free of financial constraints) is presented in the sections below. A more detailed draft scope of work for each are included as attachments.

3.3.1 Commodity Scoping and 2040 Projection Refinement

The purpose of this work effort is to provide a greater understanding of current and projected commodity flow in and out of the Portland metropolitan area. Major commodity groups from the Standard Transportation Commodity Classifications (STCC) will be used to classify the extreme diversity of commodity movement by all modes of transportation. Findings from the commodity scoping effort will additionally be used to supplement the 2040 Commodity Flow Report prepared by DRI/McGraw-Hill.

The information derived from this effort will establish the current baseline and future control totals for all commodity analysis. For each of the significant freight

groups (i.e., individual commodities, grain, empties, air cargo, and container cargo), the following will be identified and quantified: the volume arriving and departing the metropolitan area, the mode(s) of transport, significant importing and exporting firms, and the factors that could influence the transport of the commodity. In addition, growth projections for each group will be made for the years 2000, 2010, and 2020.

A scope of work is attached (Attachment A) which defines the work elements in more detail. Some tasks will be completed by the Port of Portland staff (as indicated in the attachment) while others require consultant help.

The Management Team will assume project leadership for this program.

3.3.2 Collection of Truck/Commodity Origin and Destination Data

The objective of the Collection of Truck/Commodity Origin and Destination Data program area is to gather origin and destination data for the truck/commodity movements in the region. In addition, temporal information, site attributes at stops, number of axles on vehicles, commodity being carried, product value, routing information, and other similar data are to be collected.

The data collection efforts are to be focused at major shippers, freight terminals (truck and rail), and regional port sites. The intent of this study is not to capture every truck movement. It is focused on only the "major market" movements that begin, end, or pass through the above mentioned locations. It is anticipated that the origin, destination, and commodity data will be retrieved from bills of lading, truck routing sheets, and manifests maintained by trucking/rail companies.

The information will be used to construct a routing probability chart. For example, "x"% of commodity "y" arriving at Port Terminal 6 is sent to a reload site "s" and then shipped to destination "z" via a 3-axle truck. See Attachment E for a sample spectrum of more complex routing possibilities. Organizing data in this manner will allow the analyst a tool to quickly ascertain how the truck or rail movements will change if the commodity mix is altered. In addition, trip matrices can be developed from the information on the chart for network assignment.

The more complete scope of work is included in Attachment B.

The Project Management Team will assume leadership for this program.

3.3.3 Stated Preference Survey of Shipping Firms

Shippers make a number of decisions regarding the movement of their commodity. How often are shipments necessary? What is the best mode for shipment: truck or

rail? Which port should be used to ship the product: local or out-of-region? What are the factors that affect the port choice? What is the value of the product? Is "just in time" delivery important? What influences these decisions: the shipping time, the cost, or carrier reliability? What are the elements that influence contracts? The answers to questions such as these have a great impact on the commodity movements in this region.

In order to understand the nature of the decision-making process, it is proposed that focus groups be formed to define issues and parameters. Stated preference surveys would then be designed and issued to selected firms in order to determine the variable elasticities. A revealed preference survey is necessary to complement the stated preference survey information.

The scope of work for this program area is included as Attachment C.

The Management Team will assume leadership for this program.

3.3.4 Development of a Commodity Carrier Forecasting Model

The routing probability chart (Attachment E) has a number of decision points identified (e.g., what kind of truck will carry the commodity, does the truck go directly to the receiver of the commodity or does it go to a reload site first). Some decisions not identified on the chart include the shipment time, whether to use less than truck loads (LTL) vs. full loads, and the use of the company's own fleet vs. shipping companies vs. for-hire haulers. Modeling tools can be constructed to replicate these decision processes.

Using the data collected in the work elements defined in this RFP, the scope of work calls for the development of a model for use in simulating commodity flows. The information gathered in the Commodity Scoping and Projection Refinement program area can be used to establish commodity control totals both regionally and for key sites. Shipping decisions can be based upon the elasticities derived from the stated preference data. Destination choice relationships can be derived from the Commodity Origin and Destination program area. All this information can be used to develop a modeling tool for estimating goods movement.

Attachment D provides a more complete scope of work.

The Project Management Team will assume leadership for this program.

3.4 Participation of Metro, Port of Portland, and ODOT Staff

Staff members from Metro, the Port of Portland, and ODOT will be active participants in several program areas.

- 3.4.1 The methodology for the Commodity Scoping and 2040 Projection Refinement area (Attachment A) specifically defines work elements that the Port will complete. Much of the work in the grain, containerized cargo, and bulks will be addressed by Port staff.
- 3.4.2 In the Development of the Forecasting Model program area, the consultant team will be responsible for the model specification and estimation. Metro staff, however, will code the algorithms into the appropriate software for implementation. The EMME/2 macro language is preferred, but depending on the model form it may not be the most efficient. The base year application will be completed by Metro. The model validation will be jointly completed by the consultant team, Port of Portland staff, and Metro staff.
- 3.4.3 ODOT is actively engaged in the development of a statewide freight model. A consultant team is under contract to complete the work. Data collected in statewide surveys will complement the information gathered as part of this RFP (e.g., weigh station surveys). It is extremely important that a high degree of interaction be maintained so that data sharing can be maximized.

3.5 Selection and Delivery Schedule

The following dates are confirmed:

- 3.5.1 Proposal package advertised and available: October 22, 1996
Pre-proposal meeting to answer questions: November 12, 1996
Proposal deadline: December 2, 1996
- 3.5.2 The Agency anticipates the following schedule (dates are approximate) for interviews, contract approval, and contract completion:
 - Notice of interviews: December 6, 1996
 - Interviews: December 18 and 19, 1996
 - Consultant selection: December 20, 1996
 - Contract executed: January 8, 1997
 - Notice to proceed: January 9, 1997
 - Contract completion: Eighteen months after the notice to proceed is issued.

Section 4: Content of the Statement of Proposal

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

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.

- 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 Statement of Proposal must contain:

- a. Cover Sheet (Pass/Fail)

The proposal must include a completed Cover Sheet (Attachment F).

- b. Firm's Capabilities (Maximum Score 15)

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
- Ability to efficiently and effectively process large survey records in computer software data base managers
- Ability to present technical findings to groups of various sizes
- Experience and ability to perform on a project that involves the coordination of many multi-disciplinary team members as part of a project

- c. Project Team (Maximum Score 20)

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
- Expertise in transportation modeling techniques and the development of model parameters and elasticities
- Expertise in using sound survey techniques and scientific methods
- Working knowledge of urban goods movement
- Experience in the field of commodity flow analysis
- Expertise in commodity forecasting
- Experience in designing and applying revealed and stated preference experiments (includes facilitating focus groups). Ability to integrate the results.

d. Understanding of Requested Services/Project (Maximum Score 20)

This relates to the basic or preliminary understanding of the requested services and the suggested scope of work. 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?

e. Scope of Work and Schedule (Maximum Score 25)

This relates to the work program developed by the proposer to address the project needs. The completed scope of work should provide innovation and include suggestions for enhancing various tasks. An implementation schedule by task is to be provided.

f. Resources (Maximum Score 15)

This relates to the total resources allocated to each given task of the proposed scope of work. Resources to be addressed include budget, person hours (by individual/position classification), and special equipment.

g. Supportive Information (Maximum Score 5)

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

h. 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 program. 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

i. DBE Policy and Participation Goal (Meet Goal or Demonstrate Maximum Effort)

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 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.

Statement of Proposals not meeting ALL pass/fail criteria will be considered non-responsive and shall be rejected.

Section 5: Format and Length of the Statement of Proposal

The Statement of Proposal must not exceed 50 pages, including the required cover sheet (Attachment F). The Statement of Proposal must be organized in accordance with the format described in Section 4 (Contents of the Statement of Proposal).

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).

Section 6: Evaluation of the Statement of Proposal 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 Statement of Proposal will be evaluated on the completeness and quality of content as described in Section 4 (Contents of the Statement of Proposal) and in Section 6.2 (Evaluation Criteria).

Interviews may be conducted with the top ranked-firms at the option of the Management Team. The Management Team will make the final consultant selection

6.2 Evaluation Criteria

Each Statement of Proposal 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>Number of Pages</u>	<u>Maximum Score</u>
a. Cover Sheet		Pass/Fail
b. Firm's Capabilities		15
c. Project Team		20
d. Understanding of Requested Services and Project		20
e. Scope of Work and Schedule		25
f. Resources		15
g. Supportive Information		5
h. Affirmative Action Program		Pass/Fail
i. DBE Policy & Participation Goal	_____	<u>Meet goal/max effort</u>
TOTAL NOT TO EXCEED	50	100

- 6.3 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. This information must be delivered in a sealed envelope with the consultant's name and address.

The envelope contents will not be opened or considered during the selection process, nor does this information apply toward the page limitation. Once the interviewed firms have been evaluated and ranked, the cost information for the firms selected for contract negotiations will be opened.

The envelopes for the remaining firms will be returned unopened to the consultant once a contract is executed.

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 (see attached Personal Service Agreement form with exhibits).

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

- 7.2 Monthly progress reports are required to be sent to Metro during the duration of the project. The report should focus on the work completed during the current month and describe the anticipated progress for the following month. The progress reports should be sent to:

Richard E. Walker, Manager
Travel Forecasting Section
Transportation Department
Metro Regional Center
600 Northeast Grand Avenue
Portland, Oregon 97232-2736

- 7.3 Payments for all work will be obtained by sending monthly invoices to Metro. Invoices will be required to indicate cumulative totals for DBE and non-DBE expenditures.

All payments from Metro will withhold a ten percent retainage. Upon successful completion of the project, all retainage will be released to the contractor.

Invoices should be sent to:

Metro
Transportation Department
600 Northeast Grand Avenue
Portland, Oregon 97232-2736

Attention: Karen Thackston

- 7.4 The Agency reserves the right to reject any or all Statement of Proposals 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 Statement of Proposal. All Statement of Proposals 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.

- 7.5 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.

- 7.6 Consultants must use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

- 7.7 Protests concerning the consultant selection process must be delivered in writing to the Agency within five 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 the involved party.

RFP for the
Collection and Analysis of Commodity Flow Information

Attachment A

Scope of Work for the Development of the Commodity Scoping and 2040
Projection Refinement

Introduction

The purpose of this work effort is to provide a greater understanding of current and projected commodity flow in and out of the Portland metropolitan area. Major commodity groups from the STCC (Standard Transportation Commodity Code) will be used to classify (and simplify) the extreme diversity of commodity movement by all modes of transportation. Findings from the commodity scoping effort will additionally be used to supplement the 2040 Commodity Flow Report prepared by DRI/McGraw-Hill.

Task 1 Finalize Scope of Work and Budget

Responsibility: Port (lead) Metro, Consultant (participants)

Subtasks:

- a) Review Draft Scope of Work, revise as necessary, finalize.
- b) Establish base year for commodity projections.
- c) Finalize consultant budget and Port budget.

Products:

- a) Detailed Scope of Work.
- b) Signed contract with consultant.

Task 2 STCC Code Commodity Scoping

Responsibility: Consultant

This task involves providing an examination of commodity activity by major commodity groups identified by STCC (Standard Transportation Commodity Classification). For each of the commodity groups listed in Table 1, the following needs to be determined:

Subtasks:

- a) Estimate the total volume departing from the Portland metropolitan area.
- b) Estimate the total volume arriving in the Portland metropolitan area.
- c) Identify major subcategories of each group being shipped through the Portland metropolitan area.
- d) Identify various modes used for imports and exports (i.e., the mode by which it arrives or departs from the Portland metropolitan area). Identify which is the major mode of transportation for imports and exports.

- e) Identify the most significant exporters of each group and the percentage of total volume they represent.
- f) Identify the most significant importers of each group and the percentage of total volume they represent.
- g) Identify conditions/factors specific to each group that could cause major changes in mode split.
- h) Identify trends/changes in transportation technologies of each group that could affect the transportation network.
- i) Identify factors specific to each commodity group that could mean significant changes in the way the commodity is transported, where it is transported, or when it is transported.
- j) List advantages and limitations of the Portland metropolitan area in relation to the transportation of each group.
- k) Determine growth projections of each group in the Portland area (year 2000, 2010, and 2020).

Products:

- a) Report with all of the above information with methodology documentation and summary of findings.
- b) Portland metropolitan area map identifying exporters and importers.

Task 3 Specific STCC Code Commodity Scoping -Cash Grains

Responsibility: Port (Policy & Planning, Marketing Research)

Subtasks:

- a) Determine total volume of grain departing from Portland by mode.
- b) Identify areas/regions where grain originates.
- c) List types of grain shipped through the Portland area.
- d) Identify trends/changes in grain movement that could affect the transportation network.
- e) Identify factors that could mean significant changes in the way the commodity is transported, where it is transported, or when it is transported
- f) List advantages and limitations of Portland in relation to grain movement.
- g) Identify the most significant exporters of grain and percentage of total volume they represent.
- h) Determine overall growth projections of grain through the Portland area (year 2000, 2010, and 2020).
- i) Determine growth projections for grain (national).
- j) Determine growth by mode (Ship, Train, Truck, Barge) for the Portland area (year 2000, 2010, and 2020).

Product:

- a) Report with all of the above information with methodology documentation and summary of findings.

Task 4 Specific STCC Code Commodity Scoping -Empty Units

Responsibility: Consultant

Subtasks:

- a) Estimate total number of empty units by mode departing from the Portland metropolitan area.
- b) Estimate the total number empty units by mode entering the Portland metropolitan area.
- c) Identify types of businesses in the Portland metropolitan area known to generate significant amounts of empty units.
- d) Identify general trends/changes that could influence the amount of empty units being transported on the transportation network.

Product:

- a) Report with all of the above information with methodology documentation and summary of findings.

Task 5 Containerized Cargo Scoping

Responsibility: See individual subtasks

Subtasks:

- a) Define "containerized." (Consultant, Port)
- b) Determine the total amount of containerized cargo departing from Portland by mode. (Port, International, Domestic Marine; Consultant, remainder)
- c) Determine the total amount of containerized cargo arriving in Portland area by mode. (Port, International, Domestic Marine; Consultant, remainder)
- d) List the types of commodities shipped in containers through the Portland area. (Port, International; Consultant, Domestic)
- e) Identify general classifications of commodities in containers. (Port, International; Consultant, Domestic)
- f) Identify the most significant exporters and importers of containerized cargo in the Portland area. (Port)
- g) Identify the most significant exporters and importers of containerized cargo outside the Portland area. (Port)
- h) Determine the percentage of total volume that the top 5 importers and exporters represent. (Port)
- i) Identify trends/changes in containerized cargo movement that could affect the transportation network. (Consultant w/ Input from Port)
- j) Identify trends/changes in the commodities being shipped by containers that could affect the transportation network. (Consultant w/ Input from Port)
- k) List new commodities being shipped by containers that could affect the transportation network. (Consultant w/ Input from Port)
- l) Identify specific advantages and limitations of Portland in relation to containerized cargo movement. (Port)
- m) Determine overall containerized cargo growth projections (national). (Consultant)
- n) Determine growth projections of containerized cargo by mode (Ship, Train, Truck, Barge) for the Portland area (year 2000, 2010, and 2020). (Consultant)

Products:

- a) Report with all of the above information with methodology documentation and summary of findings.
- b) Portland area map identifying exporters and importers

Task 6 Air Cargo Scoping

Responsibility: Aviation Marketing (NOTE: Subtasks e, f, h, and i will be determined during survey work)

Subtasks:

- a) Determine the total volume of air cargo, international and domestic, departing from PDX.
- b) Determine the total volume of air cargo, international and domestic, departing the Portland area (to capture truck movement).
- c) Determine the total volume of air cargo, international and domestic, arriving at PDX.
- d) Determine the total volume of air cargo, international and domestic, arriving in the Portland area (to capture truck movement).
- e) Identify receivers of air cargo arriving at PDX (both Portland and outside the region).
- f) Identify major generators of air cargo (both Portland and outside the region).
- g) Determine distinction between the amount and type of cargo shipped pax belly vs. all cargo/freighters; identify what data is available and for which direction or both.
- h) Identify general categories of air cargo shipped through the Portland area.
- i) Identify the spectrum of commodity types shipped through the Portland metropolitan area.
- j) Identify the most significant exporters and importers of air cargo in the Portland metropolitan area.
- k) Identify the most significant exporters and importers of air cargo outside the Portland metropolitan area.
- l) Determine the percentage of total volume that the most significant importers and exporters represent.
- m) Identify trends/changes in air cargo movement that could affect the transportation network.
- n) Identify trends/changes in the commodities being shipped by air cargo that could affect the transportation network.
- o) Identify new commodities being shipped by air cargo that could affect the transportation network.
- p) Identify specific advantages and limitations of Portland in relation to air cargo movement.
- q) Determine growth projections of air cargo movement for PDX (year 2000, 2010, and 2020).
- r) Determine growth projections of air cargo movement for the Portland metropolitan area (year 2000, 2010, and 2020).

Products:

- a) Report with all of the above information with methodology documentation and summary of findings.
- b) Portland area map identifying exporters and importers.

Task 7 2040 Projection Refinement

Responsibility: Consultant

Subtasks:

- a) Compare results of commodity scoping effort with projections in the 2040 Report.

- b) Incorporate results of the commodity scoping effort and refine 2040 projections if necessary.

Product:

- a) Report summarizing findings of comparison with 2040 Report and appropriate methodology documentation.

Task 8 Compile Final Report

Responsibility: Consultant

Subtasks:

- a) Gather all of the components of the commodity scoping (individual commodities, grain, empties, air cargo, and containerized cargo) and integrate into one document.
- b) Prepare final report summarizing findings and highlights of the commodity scoping - effort.

Product:

- a) Report summarizing commodity scoping effort.

Task 9 Convene Final Meeting

Responsibility: Consultant (lead), Port, Metro (participants)

Subtasks:

- a) Distribute completed document to participants for review.
- b) Gather appropriate participants for final presentation.

Product:

- a) Consent of all participants.

Table 1

Group	STCC categories
1. Animals and Vegetables	Farm products 01 (exclude 011 Cash Grains from this group) Forest by-products 08 Fish & marine products 09 Food & kindred products 20
2. Minerals	Metallic ores 10 Coal & Lignite 11 Crude petroleum & natural gas 13 Non-metallic ores 14
3. Chemicals	28 Chemicals 29 Petroleum & coal products
4. Rubber & Plastics	Rubber and Plastics 30
5. Wood/Pulp/Paper	Lumber & wood 24 Furniture & fixtures 25 Pulp & paper 30 Printed material 27
6. Textiles	Textile mill products 22 Apparel 23
7. Stone/Ceramic/Glass	Clay & concrete Products 32
8. Metal Products	Primary metals 33 Fabricated metal products 34
9. Machinery & Electrical Equipment	Machinery 35 Electrical equipment 36 Instruments 38
10. Transportation Equipment	Transport equipment 37 (exclude trucks & automobiles 371)
10.a. Trucks & Automobiles	Trucks & automobiles 371
11. Miscellaneous	Ordinance 1 Tobacco products 21 Leather products 31 Miscellaneous manufacturing-products 39 Waster & scrap 41 Small packaged freight 47 Prepackaged software 7372

RFP for the
Collection and Analysis of Commodity Flow Information

Attachment B

Draft Scope of Work for the
Collection of Truck/Commodity Origin Destination Data

Task 1: Finalize Scope of Work and Budget

Subtasks:

- a) Review Draft Scope of Work, revise as necessary, finalize. (Lead: Metro, Port, Consultant, Participants: ODOT).
- b) Finalize consultant budget. (Lead: Metro, Port, Participants: ODOT).

Products:

- a) Detailed Scope of Work.
- b) Signed contract with Consultant.

Task 2: Management Structure

Subtasks:

- a) Organize Management Team - MT. (Lead: Metro, Port, Participants: ODOT).
- b) Select Technical Advisory Committee - TAC. Coordinate RTP Freight Work Team - FWT. (Lead: Metro, Port, Participants: ODOT, Consultant).
- c) Select Expert Review Panel (ERP) participants. (Lead: Metro, Port, Participants: ODOT, Consultant).

Products:

- a) MT function defined (project management, contract administration, etc.).
- b) TAC and FWT established.
- c) ERP selected, service contracts signed.

Task 3: Convene Meeting

Day 1: Expert Review Panel

Day 2 - AM: Expert Review Panel, Technical Advisory Committee, Business Representatives, RTP Freight Work Group

Subtasks (Day 1):

- a) Present commodity growth assumptions, need for survey. (Lead: Port, Metro).
- b) Review proposed data collection and analysis activities. (Lead: Metro, Port, Consultant).
- c) Review list of survey locations. (Lead: Metro, Port, Consultant).
- d) Refine methodologies per ERP comments. (Lead: Metro, Port, Consultant).

Subtasks (Day 2):

- a) Present commodity growth assumptions, need for survey. (Lead: Port, Metro).
- b) Review proposed data collection and analysis activities. (Lead: Metro, Port, Consultant).
- c) Review list of survey locations. (Lead: Metro, Port, Consultant).
- d) Refine methodologies per comments by participants. (Lead: Metro, Port, Consultant).

Products:

- a) Revised methodology based upon comments received by participants.

Task 4: Define Data Needs, Survey Instrument, and Methodology

Subtasks:

- a) Identify list of data needs (o/d data, commodity types, etc.). (Lead : Consultant, Metro, Port, Participant : ODOT).
- b) Develop list of survey sites (facility sites and trucking companies). (Lead: Consultant, Metro, Port, Participant : ODOT).
- c) Reaffirm use of bills of lading, manifests, and carrier schedules as key data sources.
- d) Develop survey instrument(s). Customize instrument, as necessary, for different terminal sites (i.e., railroad, port, truck, reload). (Lead: Consultant, Participants: Metro, Port, ODOT).
- e) Identify locations where vehicle counts are needed to support survey work. (Lead: Consultant, Participants : Metro, Port, ODOT).
- f) Coordinate with ODOT Weigh Station Survey. Maximize data sharing. (Lead: Consultant, Participants : Metro, Port, ODOT).
- g) Review information with TAC/FWT. As necessary, incorporate comments. (Lead: Consultant, Metro, Port).
- h) Review information with ERP via conference call. As necessary, incorporate comments. (Lead: Consultant, Metro, Port).

Products:

- a) Survey instrument(s) prepared.
- b) Count locations defined.
- c) Survey sites chosen.

Task 5: Test Survey Instrument and Methodology at Selected Sites

Subtasks:

- a) Test survey at several sites (e.g. port site and trucking firm). (Lead: Consultant).
- b) Review results. Revise methodology, as necessary, and finalize survey instrument. (Lead: Consultant, Metro, Port, Participant: ODOT).
- c) Convene TAC/FWT to review the survey test results. (Lead: Consultant, Participants: Metro, Port).
- d) Document survey methodology. (Lead: Consultant).

Products:

- a) Final survey instrument and methodology.
- b) Documentation of survey methodology.

Task 6: Collect Data

Subtasks:

- a) Develop a data collection schedule. (Lead: Consultant, Participants: Metro, Port).
- b) Prior to data collection, hold meeting(s) with sample group. Review survey procedure and the request for data. (Lead: Consultant, Metro, Port).
- c) Modify survey sample if firms do not wish to participate. (Lead: Consultant).
- d) Collect Data. (Lead: Consultant).
- e) Geocode carrier stop locations. Use state plane coordinates. Acuity for stops should be at the address or nearest cross street. (Lead: Consultant).

- f) Record data in database manager (DBM). (Lead: Consultant).
- h) Prepare report summarizing findings. Relate information to the probability routing chart, or equivalent. (Lead: Consultant).

Products:

- a) Database Manager containing survey data. Documentation of the DBM structure, variable names, etc.
- b) Report summarizing findings.

Task 7: Convene Meeting

Day 1 - AM: Technical Advisory Committee, Expert Review Panel, Business Representatives, RTP
Freight Work Team

Day 1 - PM: Expert Review Panel

Day 2 - AM: Technical Advisory Committee, Expert Review Panel, Business Representatives, RTP
Freight Work Team

Subtasks (Day 1 - AM):

- a) Present survey results. (Lead: Consultant).

Subtasks (Day 1 - PM, Day 2 - AM):

- a) Discuss methodology to conduct a stated preference survey of firms. (See Attachment C: Scope of Work to Conduct a Stated Preference Survey of Firms).

RFP for the
Collection and Analysis of Commodity Flow Information

Attachment C

Draft Scope of Work for the
Design and Implementation of a Stated Preference Survey to
Determine the Elasticities of those Factors that Influence Shipping Decisions

Task 1: Finalize Scope of Work and Budget

Subtasks:

- a) Review Draft Scope of Work, revise as necessary, finalize. (Lead: Metro, Port, Consultant, Participant: ODOT).
- b) Finalize consultant budget. (Lead: Metro, Port, Consultants, Participant: ODOT).

Products:

- a) Detailed Scope of Work.
- b) Signed contract with Consultant.

Task 2: Management Structure

Products:

- a) Management structure is the same as that defined in Attachment B.

Task 3: Convene Meeting (Same as in Task 7, Attachment B)

Day 1 - AM: Technical Advisory Committee, Expert Review Panel, Business Representatives, RTP
Freight Work Team

Day 1 - PM: Expert Review Panel

Day 2 - AM: Technical Advisory Committee, Expert Review Panel, Business Representatives, RTP
Freight Work Team

Subtasks (Day 1 - AM):

- a) Present Truck/Commodity Origin Destination survey results. (Lead: Consultant).

Subtasks (Day 1 - PM):

- a) State need for stated preference. (Lead: Metro, Port, Consultant).
- b) Discuss methodology to conduct a stated preference survey of firms. (Lead: Metro, Port, Consultant).
- c) Refine methodology based upon ERP comments. (Lead: Metro, Port, Consultant).

Subtasks (Day 2 - AM):

- a) State need for stated preference. (Lead: Metro, Port, Consultant).
- b) Discuss methodology to conduct a stated preference survey of firms. (Lead: Metro, Port, Consultant).
- c) Refine methodology based upon participant comments. (Lead: Metro, Port, Consultant).

Products:

- a) Revised methodology based upon comments received by participants.
- b) Determine need for companion revealed preference survey.

Task 4: Tentatively Define Data Needs and Meaningful Ranges for the Variables

Subtasks:

- a) Identify issues/variables that affect the choices of shippers (e.g. haul time, reliability). (Lead: Consultant, Participants: Metro, Port, ODOT).
- b) Identify meaningful ranges for the variables (e.g. how many times a month does a carrier need to be late before it is a problem, how much delay is tolerable on the roadway system before it is a problem). Try to define ranges that shippers actually experience. (Lead: Consultant, Participants: Metro, Port, ODOT).

Products:

- a) Preliminary list of issues and variables identified.

Task 5: Hold Focus Group Meetings

Subtasks:

- a) Identify individuals to participate as focus group members. At least two or three meetings may be necessary in order to maintain a 10 to 12 person attendance limit. (Lead: Port, Participants: Consultant, Metro)
- b) Hold meeting. Discuss issues that affect shipping. Define variable ranges and problem thresholds. (Lead: Consultant, Participants: Metro, Port).
- c) Compare to initial list prepared in Task 4. (Lead: Consultant, Participants: Metro, Port).

Products:

- a) Composite list of issues that affect the transport decisions of shippers.
- b) Problem thresholds and meaningful variable ranges defined.

Task 6: Design Survey Instruments and Methodology

Subtasks:

- a) Develop list of survey sites. (Lead: Consultant, Metro, Port, Participant: ODOT).
- b) Design survey instruments (stated and revealed preference). (Lead: Consultant, Participants: Metro, Port).
- c) Review information with the TAC/FWT. Incorporate comments. (Lead: Consultant, Participants: Metro, Port).
- d) Review information with ERP via conference call. Incorporate comments. (Lead: Consultant, Participants: Metro, Port).

Products:

- a) Survey instruments prepared.
- b) Survey sites chosen.

Task 7: Test Survey Instruments and Methodologies at Selected Sites

Subtasks:

- a) Administer survey to several test sites. (Lead: Consultant).
- b) Review methodology, survey instruments, and results. (Lead: Consultant, Participants: Metro, Port).
- c) Convene TAC/FWT to review survey test results. Incorporate comments. (Lead: Consultant, Participants: Metro, Port).
- d) Prepare documentation summarizing the survey instrument and methodology. (Lead: Consultant).

Products:

- a) Final survey instruments.
- b) Documentation of survey methodology.

Task 8: Administer Stated and Revealed Preference Survey

Subtasks:

- a) Develop a data collection schedule. (Lead: Consultant, Participants: Metro, Port).
- b) Prior to data collection, hold meeting(s) with sample group. Review survey procedure and the request for data. (Lead: Consultant, Metro, Port).
- c) Modify sample if firms do not wish to participate. (Lead: Consultant, Participants: Metro, Port).
- d) Collect Data. (Lead: Consultant).
- e) Record data in database manager. (Lead: Consultant).
- f) Prepare report summarizing findings. (Lead: Consultant).

Products:

- a) Database Manager containing survey data. Documentation of the DBM structure, variable names, etc.
- b) Report summarizing findings.

Task 9: Convene Meeting

- Day 1 - AM: Technical Advisory Committee, Expert Review Panel, Business Representatives, RTP Freight Work Team
- Day 1 - PM: Expert Review Panel
- Day 2 - AM: Technical Advisory Committee, Expert Review Panel, Business Representatives, RTP Freight Work Team

Subtask (Day 1 - AM):

- a) Present Stated and Revealed Preference Survey results. (Lead: Consultant).

Subtask (Day 1 - PM. Day 2 - AM):

- a) Discuss the methodology to develop a commodity carrier model using the findings of the truck/commodity origin and destination data and the stated preference survey. (See Attachment D: Scope of Work for the Development of a Commodity Carrier Forecasting Model).

RFP for the
Collection and Analysis of Commodity Flow Information

Attachment D

Draft Scope of Work for the
Development of a Commodity Carrier Forecasting Model

Task 1: Finalize Scope of Work and Budget

Subtasks:

- a) Review Draft Scope of Work, revise as necessary, finalize. (Lead: Metro, Port, Consultant, Participant: ODOT).
- b) Finalize consultant budget. (Lead: Metro, Port, Consultants, Participant: ODOT).

Products:

- a) Detailed Scope of Work.
- b) Signed contract with Consultant.

Task 2: Management Structure

Products:

- a) Management structure is the same as that defined in Attachment B.

Task 3: Convene Meeting (Same as in Task 9, Attachment C)

- Day 1 - AM: Technical Advisory Committee, Expert Review Panel, Business Representatives, RTP
Freight Work Team
- Day 1 - PM: Expert Review Panel
- Day 2 - AM: Technical Advisory Committee, Expert Review Panel, Business Representatives, RTP
Freight Work Team

Subtasks (Day 1 - AM):

- a) Present Stated and Revealed Preference Survey results. (Lead: Consultant).

Subtasks (Day 1 - PM):

- a) State need for Commodity Carrier Forecasting Model. (Lead: Metro, Port, Consultant).
- b) Discuss methodology to develop a model. (Lead: Metro, Port, Consultant).
- c) Refine methodology based upon ERP comments. (Lead: Metro, Port, Consultant).

Subtasks (Day 2 - AM):

- a) State need for Commodity Carrier Forecasting Model. (Lead: Metro, Port, Consultant).
- b) Discuss methodology to develop a model. (Lead: Metro, Port, Consultant).
- c) Refine methodology based upon participant comments. (Lead: Metro, Port, Consultant).

Products:

- a) Revised methodology based upon comments received by participants.

Task 4: Finalize Model Design

Subtasks:

- a) Determine methodology to allocate the units of each commodity to a zonal level of geography. This becomes the basis for commodity carrier generation. (Lead: Consultant, Participants: Metro, Port).
- b) Determine methodology to estimate origin - destination patterns. (Lead: Consultant, Participants: Metro, Port).
- c) Develop paradigm for estimating carrier type, the number of carriers required, the time of day, etc. (Lead: Consultant; Participants: Metro, Port).
- d) Address network routing issues (i.e., path choice criteria). (Lead: Consultant, Participants: Metro, Port).
- d) All phases of the model development should incorporate elements of the decision criteria that a shipper uses. (Lead: Consultant, Participants: Metro, Port).

Products:

- a) A paradigm to estimate commodity and carrier flows.

Task 5: Assemble Data Necessary to Implement Model Design

Subtasks:

- a) Assemble the relevant products from 1) the Commodity Scoping and 2040 Projection Refinement program (Attachment A), 2) the Collection of Truck/Commodity Origin - Destination Data program (Attachment B), 3) the Stated/Revealed Preference Survey program (Attachment C), 4) the ODOT Weigh Station Survey program, 5) and other elements related to the Statewide Freight Model. Useful information may be found in sources such as the IMS database, vehicle classification count data, and the 1992 National Commodity Survey. (Lead: Consultant, Participants: Metro, Port).

Products:

- a) Data sources identified.

Task 6: Construct Model

Subtasks:

- a) Estimate model coefficients. Calibrate to survey data. (Lead: Consultant).
- b) Review model estimation with ERP via conference call. (Lead: Consultant, Participants: Metro, Port).
- c) Review model estimation with TAC/FWT. (Lead: Consultant, Participants: Metro, Port).
- c) Code model as an EMME/2 macro or in another programming language, if appropriate. Metro will provide staff for this work element. (Lead: Metro, Participant: Consultant).
- d) Apply model to develop existing condition scenario. Metro will provide staff for this work element. (Lead: Metro, Participant: Consultant).
- e) Validate model. Revise as necessary. (Lead: Consultant, Participants: Metro, Port).
- f) Documentation of model (draft). (Lead: Consultant).

Products:

- a) Validated model.
- b) Model documentation (draft).

Task 7: Application of the Model using a 2015 Horizon Year

Subtasks:

- a) Prepare model input data. Metro will provide staff for this work element. (Lead:

- Metro, Participants: Port, Consultant).
- b) Apply model. Prepare result summaries. Metro will provide staff for this work element. (Lead: Metro, Participant: Consultant).
 - c) Review results for reasonableness. (Lead: Consultant, Metro, Port).
 - d) Revise model as necessary. (Lead: Consultant, Participants: Metro, Port).
 - e) Documentation of model (final). (Lead: Consultant).

Products:

- a) Model results for the year 2015.
- b) Model documentation (final).

Task 8: Convene Meeting

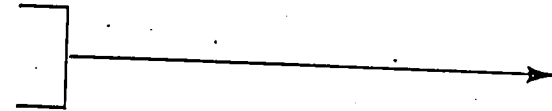
Day 1 - AM: Technical Advisory Committee, Business Representatives, RTP Freight Work Team

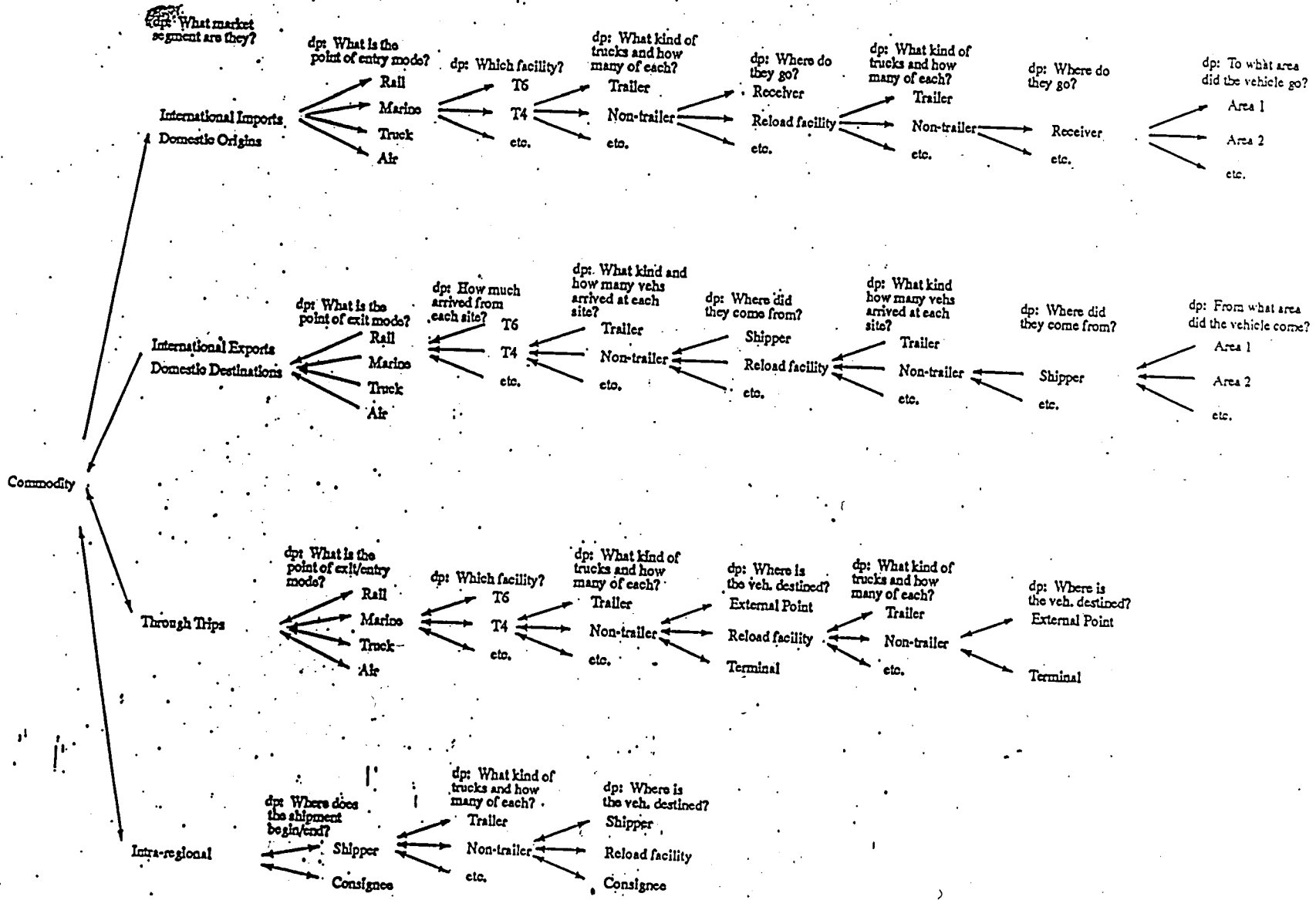
Subtask (Day 1 - AM):

- a) Explain the final form of the Commodity Carrier Model. Present model application results for existing and future conditions. (Lead: Consultant, Metro, Port).

Routing Probability Chart -- Attachment E

What are the commodities?	→	How many units are being moved through the region?	→	What is their freight category?
Animals & Vegetables	→	X Units	↙ ↘ ↗ ↖	International Import/Domestic Origin International Export/Domestic Destination Through Trips Intra-regional Trips
Minerals	→	X Units	↙ ↘ ↗ ↖	International Import/Domestic Origin International Export/Domestic Destination Through Trips Intra-regional Trips
Chemicals	→	X Units	↙ ↘ ↗ ↖	International Import/Domestic Origin International Export/Domestic Destination Through Trips Intra-regional Trips
Rubber & Plastics	→	X Units	↙ ↘ ↗ ↖	International Import/Domestic Origin International Export/Domestic Destination Through Trips Intra-regional Trips
Wood/Pulp/Paper	→	X Units	↙ ↘ ↗ ↖	International Import/Domestic Origin International Export/Domestic Destination Through Trips Intra-regional Trips
Textiles	→	X Units	↙ ↘ ↗ ↖	International Import/Domestic Origin International Export/Domestic Destination Through Trips Intra-regional Trips
Stone/Ceramic/Glass	→	X Units	↙ ↘ ↗ ↖	International Import/Domestic Origin International Export/Domestic Destination Through Trips Intra-regional Trips
Metal Products	→	X Units	↙ ↘ ↗ ↖	International Import/Domestic Origin International Export/Domestic Destination Through Trips Intra-regional Trips
Machinery & Electrical Equipment	→	X Units	↙ ↘ ↗ ↖	International Import/Domestic Origin International Export/Domestic Destination Through Trips Intra-regional Trips
Transportation Equipment	→	X Units	↙ ↘ ↗ ↖	International Import/Domestic Origin International Export/Domestic Destination Through Trips Intra-regional Trips
Trucks & Automobiles	→	X Units	↙ ↘ ↗ ↖	International Import/Domestic Origin International Export/Domestic Destination Through Trips Intra-regional Trips
Miscellaneous	→	X Units	↙ ↘ ↗ ↖	International Import/Domestic Origin International Export/Domestic Destination Through Trips Intra-regional Trips





Decision process is made from left to right. Commodities flow in direction of arrows.

Attachment F

Metro

STATEMENT OF QUALIFICATIONS/STATEMENT OF PROPOSAL

(_____)
(Project Title)

(_____)
(Work Element)

Federal Aid Project Number: SPR-PL-DSB-STP-9701 (34) |

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 _____

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, and _____, 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 _____, 1996, and shall remain in effect until and including _____, 199__, 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 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 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 certified 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 10 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.

METRO

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

OREGON DEPARTMENT OF TRANSPORTATION

By: _____

Title: _____

Date: _____

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EXHIBIT A

PART 1 OF 3

Statement of Work and Delivery Schedule

This personal services agreement and supporting documents are intended to be complementary and to describe and provide information for a complete work scope. In the event that there is a discrepancy or conflict between documents, they shall govern in the following order: FIRST, the contract provisions and exhibits; SECOND, the request for proposal; and THIRD, the Contractor's proposal.

Parts 2 and 3 of this exhibit must be completed by the consultant and returned with the proposal.

EXHIBIT A

Part 2 of 3

Unit Price

Consideration

- A. The compensation for work accomplished under this contract shall not exceed a maximum of _____ without prior written approval of Department. Contractor agrees to perform all services on the basis of Contractor's unit price amounts detailed in this exhibit.
- B. Progress payments will be made to Contractor over the period of the contract upon receipt of the Contractor's billing statement. Bills for services shall show the dates, persons or classifications, and billing rates and must detail the nature of the work done by each. Nonlabor costs must be fully itemized. All bills and other forms of claims for payment must be submitted in duplicate no more than once per month to Department's Project Manager for approval by Department. Failure to present claims in proper form within 60 days after the end of the month in which the work is performed shall constitute a waiver on the part of Contractor to present such claim thereafter or to receive payment therefore. Department shall make payment of all approved billing statements in accordance with ORS 293.462.
- C. Payment for work accomplished shall be for those costs allowable under the provisions of 48 CFR Part 31 (Federal Acquisition Regulations).
- D. Department shall allow appropriate increases in agreed maximum amount should any substantial approved increase occur in the scope, character, schedule or complexity of services as outlined in the Statement of Work in EXHIBIT A. Contractor must have written approval of Department prior to commencing any such work. Moreover, Contractor shall not incur costs in excess of the maximum amount of such cost stated in this section unless an increase in such maximum amount is allowed by Department.
- Any such increase in the maximum amount shall be the subject of a supplemental contract to be negotiated between Department and Contractor after application therefrom by Contractor.
- E. Payment for extra work performed under this contract shall be paid as agreed to by the parties hereto in writing at the time extra work is authorized.
- F. Department reserves the right to withhold final payment equal to ten percent (10%) of the total contract amount until all required work is completed and accepted by the Department.
- G. Final payment of any balance due Contractor will be made promptly upon verification of completion and acceptance of the work by Department. Department, or their duly authorized agents, may audit Contractor's records prior to payment of the final billing. In no event shall the adjusted costs exceed the maximum amount specified above without a contract amendment.

EXHIBIT A

Part 3 of 3

CORPORATIONS

FOR UNIT PRICE ESTIMATES

CALCULATION OF OVERHEAD RATE

For the Year Ended _____, 199

Direct Labor \$

Overhead Expenses*

Payroll Expenses

Vacation/Holiday/Sick Leave \$

Payroll Taxes

Employee Insurance

Total Payroll Expenses \$

General and Administrative Expenses

Indirect Labor \$

Employee Education

Auto Expense

Repairs and Maintenance

Travel

Office Rent

Utilities

Equipment Rental

Supplies

Legal and Accounting

Dues and Subscriptions

General Insurance

Depreciation

Total General and Administrative Expenses

Total Overhead Expenses

Overhead Rate: $\frac{\text{Overhead Expenses}}{\text{Direct Labor}} = \%$

*Do not include:

Interest

Contributions

Bad Debts

Entertainment

Income Tax

Lobbying Costs

Organization Costs

Fines and Penalties

Losses on Other Contracts

Goodwill

The allowability of costs is dependent upon the standards in the Code of Federal Regulations (CFR) Title 48-Federal Acquisition Regulations System (FARS), Part 31, "Contractor Cost Principles and Procedures".

EXHIBIT A

Part 3 of 3

CORPORATIONS

FOR UNIT PRICE ESTIMATES

SUMMARY OF ESTIMATE FOR SERVICES

<u>Personnel</u>	<u>Hours</u>	<u>Billing Rate</u>	<u>Estimated Cost</u>
------------------	--------------	---------------------	-----------------------

Subtotal \$ _____

DIRECT NONLABOR COSTS

Travel and Per Diem \$ _____

Rent Expense \$ _____

Reproduction Expenses \$ _____

Computer Expense \$ _____

Communications \$ _____

Outside Consultants
(firm name and service) \$ _____

Other (specify) \$ _____

Subtotal \$ _____

TOTAL ESTIMATE \$ _____
TOTAL NOT TO EXCEED \$ _____

EXHIBIT A

Part 3 of 3

CORPORATIONS

FOR UNIT PRICE ESTIMATES

BREAKDOWN OF BILLING RATES AND
DIRECT NONLABOR COSTS

BILLING RATES

<u>Personnel</u>	<u>Pay Rate</u>	<u>Overhead</u>	<u>Profit</u>	<u>Billing Rate</u>
------------------	-----------------	-----------------	---------------	---------------------

DIRECT NONLABOR COSTS

Travel and per diem:

Per diem - _____ days at \$ _____ /day \$ _____

Air travel - _____ trips at \$ _____ \$ _____

_____ cars at \$ _____ per day for _____ days \$ _____

_____ miles at \$0.22/mile \$ _____

Total \$ _____

Rent expense:

Office Rent - \$ _____ per month for _____ months \$ _____

Equipment rental - \$ _____ per month for _____ months \$ _____

Total \$ _____

EXHIBIT A

Part 3 of 3

PARTNERSHIPS OR SOLE PROPRIETORS
FOR UNIT PRICE OR LUMP SUM ESTIMATES

BREAKDOWN OF DIRECT LABOR AND
DIRECT NONLABOR COSTS

DIRECT LABOR COST

<u>Personnel</u>	<u>Hours</u>	<u>Billing Rate</u>	<u>Estimated Cost</u>
------------------	--------------	---------------------	-----------------------

Total \$ _____

DIRECT NONLABOR COSTS

Travel and per diem:

Per diem - _____ days at \$ _____ /day \$ _____

Air travel - _____ trips at \$ _____ \$ _____

_____ cars at \$ _____ per day for _____ days \$ _____

_____ miles at \$0.22/mile \$ _____

Total \$ _____

Rent expense:

Office Rent - \$ _____ per month for _____ months \$ _____

Equipment rental - \$ _____ per month for _____ months \$ _____

Total \$ _____

EXHIBIT A

Part 3 of 3

PARTNERSHIPS OR SOLE PROPRIETORS
FOR UNIT PRICE OR LUMP SUM ESTIMATES
SUMMARY OF ESTIMATE FOR SERVICES

Direct labor cost

\$ _____

DIRECT NONLABOR COSTS

Travel and Per Diem

\$ _____

Rent Expense

\$ _____

Reproduction Expenses

\$ _____

Computer Expense

\$ _____

Communications

\$ _____

Outside Consultants
(firm name and service)

\$ _____

Other (specify)

\$ _____

Subtotal \$ _____

TOTAL ESTIMATE \$ _____

TOTAL NOT TO EXCEED/LUMP SUM \$ _____

EXHIBIT B

CONTRACTOR CERTIFICATION

Contractor certifies by signing this contract that Contractor has not:

- 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, except as here expressly stated (if any):

Contractor further acknowledges 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.

AGENCY OFFICIAL CERTIFICATION (METRO)

Department official likewise certifies by signing this contract that Contractor or his/her 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 except as here expressly stated (if any):

2
Department official further acknowledges this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

EXHIBIT C

FEDERAL PROVISIONS
METRO

I. Certification of Noninvolvement in Any Debarment and Suspension

Contractor certifies by signing this contract that to the best of its knowledge and belief, it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from covered transactions by any Federal Department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

List exceptions. For each exception noted, indicate to whom the exception applies, initiating agency and dates of action. If additional space is required, attach another page with the following heading: **Certification Exceptions continued, Contract Insert.**

Exceptions:

Exceptions will not necessarily result in denial of award, but will be considered in determining Contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The Contractor is advised that by signing this contract, the Contractor is deemed to have signed this certification.

II. Instructions for Certification Regarding Debarment, Suspension and Other Responsibility Matters -- Primary Covered Transactions

1. By signing this contract, the Contractor is providing the certification set out below.
2. The inability to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Contractor shall explain why he/she cannot provide the certification set out below. This explanation will be considered in connection with Metro determination to enter into this transaction. Failure to furnish an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when Metro determined to enter into this transaction. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government or Metro may terminate this transaction for cause of default.
4. The Contractor shall provide immediate written notice to Metro to whom this proposal is submitted if at

any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Oregon Department of Transportation's Program Section (telephone: 503/986-3400) to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The Contractor agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by Metro entering into this transaction.
7. The Contractor further agrees by submitting this proposal that it will include the Addendum to Form FHWA-1273 titled "Appendix B - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by Metro entering into this covered transaction without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a

certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List published by the U.S. General Services Administration.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Exception for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government or Metro may terminate this transaction for cause or default.

III. Addendum to Form FHWA-1273, Required Contract Provisions

This certification applies to subcontractors, material suppliers, vendors and other lower tier participants.

Appendix B -- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this Contract, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, Metro with which this transaction originated may pursue available remedies, including suspension and/or disbarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this Contract is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this Contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by Metro with which this transaction originated.
6. The prospective lower tier participant further agreed by submitting this Contract that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement list.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government or Metro with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions

- a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

IV. Employment

1. Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractors, any fee, commission, percentage, brokerage fee, gifts or

any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranting, Metro shall have the right to annul this Contract without liability, or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

2. Contractor shall not engage, on a full or part-time basis, or other basis, during the period of the Contract, any professional or technical personnel who are, or have been at any time during the period of this Contract, in the employ of Metro, except regularly retired employees, without written consent of the public employer of such person.
3. Contractor agrees to perform consulting services with that standard of care, skill and diligence normally provided by a professional in the performance of such consulting services on work similar to that hereunder. Metro shall be entitled to rely on the accuracy, competence and completeness of Contractor's services.

V. Nondiscrimination

During the performance of this Contract, Contractor, for himself, his assignees and successors in interest, hereinafter referred to as Contractor, agrees as follows:

1. **Compliance with Regulations.** Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and Section 162(a) of the Federal-Aid Highway Act of 1973 and the Civil Rights Restoration Act of 1987. Contractor shall comply with the regulations of the Department of Transportation

relative to nondiscrimination in Federally assisted programs of the Department of Transportation, 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 incorporated by reference and made a part of this Contract. Contractor, with regard to the work performed after award and prior to completion of the contract work, shall not discriminate on grounds of race, creed, color, sex 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.

2. Solicitation for Subcontractors, including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations made by Contractor for work to be performed under a subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and regulations relative to nondiscrimination on the grounds of race, creed, color, sex or national origin.

3. Nondiscrimination in Employment (title VII of the 1964 Civil Rights Act). During the performance of this Contract, Contractor agrees as follows:

a. Contractor will not discriminate against any employee or applicant for employment

because of race, creed, color, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.

b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.

4. Information and Reports. Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to his books, records, accounts, other sources of information and his facilities as may be determined by Metro, Oregon Department of Transportation or FHWA as appropriate, and shall set forth what efforts he has made to obtain the information.

5. Sanctions for Noncompliance. In the event of Contractor's noncompliance with the nondiscrimination

provisions of the Contract, Metro shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including but not limited to:

- a. Withholding of payments to Contractor under the agreement until Contractor complies; and/or
 - b. Cancellation, termination or suspension of the agreement in whole or in part.
6. **Incorporation of Provisions.** Contractor will include the provisions of paragraphs 1 through 6 of this section in every subcontract, including procurement of materials and leases of equipment unless exempt from Regulations, orders or instructions issued pursuant thereto. Contractor shall take such action with respect to any subcontractor or procurement as Metro or FHWA 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, Metro may, at its option, enter into such litigation to protect the interests of Metro, and, in addition, Contractor may request Metro to enter into such litigation to protect the interests of the State of Oregon.

VI. Disadvantaged Business Enterprise (DBE) Policy

In accordance with Title 49, Code of Federal Regulations, Part 23, or as may be amended (49 CFR 23), Contractor shall agree to abide by and take all necessary and reasonable steps to comply with the following statement:

DBE Policy Statement

DBE Policy. It is the policy of the Metro that Disadvantaged Business Enterprises as defined in 49 CFR 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Consequently, the DBE requirements of 49 CFR 23 apply to this Contract.

DBE Obligations. Contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, Contractor shall take all necessary and reasonable steps in accordance with 49 CFR 23 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of federally-assisted contracts.

The DBE Policy Statement shall be included in all subcontracts entered into under this Contract.

Records and Reports. Contractor shall provide monthly documentation to Metro that it is subcontracting with or purchasing materials from the DBEs identified to meet contract goals. Contractor shall notify Metro and obtain its written approval before replacing a DBE or making any change in the DBE participation listed. If a DBE is unable to fulfill the original obligation to the contract, Contractor must demonstrate to Metro the Affirmative Action steps taken to replace the DBE with another DBE. Failure to do so will result in withholding payment on those items. The monthly documentation will not be required after the DBE goal commitment is satisfactory to Metro.

Any DBE participation attained after the DBE goal has been satisfied should be reported to Metro.

DBE Definition. Only firms certified by the Executive Department, State of Oregon may be utilized to satisfy this obligation.

Contractor's DBE Contract Goal

DBE Goal 12 Percent

By signing this Contract, Contractor assures that good faith efforts have been made to meet the goal for the DBE participation specified in the Request for Proposal/Qualification for this project for this project as required by ORS 200.045.

VII. Lobbying

The Contractor certifies, by signing this agreement to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with 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. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of

Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor also agrees by signing this agreement that he/she shall require that the language of this certification be included in all lower tier subagreements, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

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METRO

Exhibit D

DISADVANTAGED BUSINESS ENTERPRISE (DBE) GUIDELINES

In accordance with Title 49, Code of Federal Regulations, Part 23, or as may be amended (49 CFR 23), Contractor shall agree to abide by and take all necessary and reasonable steps to comply with the following statement:

DBE Policy Statement

It is the policy of Metro and the Oregon Department of Transportation (ODOT) that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Consequently, the DBE requirements of 49 CFR 23 apply to this contract.

DBE Obligations

Contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. In this regard, Contractor shall take all necessary and reasonable steps in accordance with 49 CFR 23 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts and subcontracts. Contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of federally-assisted contracts.

To determine whether a Contractor who has failed to meet the assigned DBE goal may receive award of this contract, Metro must determine whether the efforts put forth by the Contractor were good faith efforts, as outlined in Metro Code Section 2.04.360 (a), toward meeting the goal.

The Disadvantaged Business Enterprises Compliance shall be completed, signed and included with the bid/proposal documents. The Utilization forms must be completed, signed and submitted by the close of business the next working day following the bid opening/proposal submission.

The Disadvantaged Business Enterprises Guidelines shall be included in all subcontracts entered into under this contract.

Records and Reports

Contractor shall provide monthly documentation to Metro that it is subcontracting with or purchasing materials from the DBEs identified to meet contract goals. Contractor shall notify Metro and obtain its written approval before replacing a DBE or making any change in the DBE participation identified. If a DBE is unable to fulfill the original obligation to the contract, Contractor must demonstrate to Metro the good faith effort steps taken to replace the DBE with another DBE. Failure to do so will result in withholding payment on those items.

Metro shall reserve the right, at all times during the period of any contract, to monitor compliance with the terms of Metro Code Chapter 2.04.300, Disadvantaged Business Enterprise Program (DBE Program) for Federally-Funded Contracts; Findings, Purpose and Authority, and the contract with any representation made by a Contractor prior to contract award pertaining to DBE participation in the contract. As well, the Liaison Officer may require, at any stage of contract completion, documented proof from the Contractor of actual DBE participation.

DBE Definition

Only firms certified by the State of Oregon Department of Consumer & Business Services, Office of Minority, Women & Emerging Small Businesses, may be utilized to satisfy the DBE obligation.



METRO

DISADVANTAGED BUSINESS PROGRAM UTILIZATION FORM

Name of Metro Project: _____

Name of Contractor: _____

Address: _____

Phone: _____

The above-named Contractor intends to subcontract _____% of the total contract amount to the following Disadvantaged Business Enterprises (DBEs):

Name, Contact Person, Address & Phone of DBE Firms Contractor Anticipates Utilizing	Nature of Participation	Dollar Amount of Anticipated Subcontract
1.		\$
2.		\$
3.		\$
4.		\$

Total: \$ _____
Amount of Total Contract: \$ _____
DBE Percent of Total Contract: % _____

Authorized Signature _____

Date _____

THIS FORM MUST BE COMPLETED, SIGNED AND SUBMITTED AT BID OPENING/PROPOSAL SUBMISSION



METRO

DISADVANTAGED BUSINESS PROGRAM COMPLIANCE FORM
(To be completed, signed and submitted with proposal)

Name of Metro Project: _____

Name of Contractor: _____

Address: _____

Phone: _____

In accordance with Metro's Disadvantaged Business Enterprises (DBE) Program, the above-named Contractor has fully met Metro's DBE Utilization Goal of ____% and will subcontract \$ _____ to DBE(s).

If Contractor does not anticipate meeting Metro's DBE Utilization Goal, a signed copy of good faith efforts must be documented and attached to this form. Contact Metro's Risk & Contract Management division at (503) 797-1714 for good faith effort criteria.

Authorized Signature

Date

Mailing List for Commodity Flow Information Survey

Carol Landsman
David Evans & Associates
2828 SW Corbett Avenue
Portland, OR 97201-4830

KJS Associates, Inc.
500 108th Avenue, NE Suite 2100
Bellevue, WA 98004

Randall Pozdena
ECO Northwest
1460 Pioneer Tower
888 SW Fifth Avenue
Portland, OR 97204

Rick Donnelly
Parsons Brinckerhoff
5801 Osuna Road, NE
Albuquerque, NM 87109

Kathy McKinley
Wilbur Smith Associates
2300 E Katella Avenue, Suite 275
Anaheim, CA 92806

Tom Rossi
Cambridge Systematics
150 Cambridge Park Drive Suite 4000
Cambridge, MA 02140

Deborah DaGang
JHK & Associates
2000 Powell Street, Suite 1090
Emeryville, CA 94608-1804

Michael Fischer
Jack Faucett Associates
2855 Mitchell Drive, Suite 115
Walnut Creek, CA 94598

Barton-Aschman Associates
2925 South Raleigh Street
Denver, CO 80236

Mark McCourt
Strategic Consulting & Research
18008 Skypark Circle, Suite 145
Irvine, CA 92714

Charles River Associates
200 Clarendon Street, #T-33
Boston, MA 02116

Paul Bingham
ICF Kaiser Consulting Group
9300 Lee Highway
Fairfax, Va. 22031-1207

Paul Sorenson
BST Associates
204 Kenmore Lake Bldg.
6161 NE 175th St.
Seattle Washington 98155

Steve Leven
EDS Management Consulting
One Memorial Drive
Cambridge, Mass 02142

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University of Tennessee
Transportation Center
354 South Stadium Hall
Knoxville, Tn 37996-2010

Nancy McGuckin
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1133 15th St. NW
Washington, DC 20005-2701

Clyde Woodle
Trucking Research Institute
2200 Mill Road
Alexandria, Va. 22314-4677

Gene Leverton
3144 NE 17th Avenue
Portland, OR 97212

Joseph Bryan
Reebie Associates
411 West Putnam Avenue, Suite 111
Greenwich, CT 06830

Mr. Alain Audette
INRO Solutions Inc.
5160 Decarie Blvd., Suite 620
Montreal, Quebec, H3X 2H9
CANADA

Transmode Consultants, Inc.
3400 International Drive, NW
Washington, DC 20008

IMPACT Business Consultants
Contact: Grace Gallegos
8959 SW Barbur Blvd., Suite 102
Portland, OR 97219

IMPACT Business Consultants
Contact: Angela Koski
4300 NE Fremont, Suite 230
Portland, OR 97213

Oregon Association of Minority Entrepreneurs
(OAME)
Contact: Sam Brooks
4134 N Vancouver Ave.
Portland, OR 97217

Daily Journal of Commerce Plan Center
2840 NW 35th Ave.
Portland, OR 97210

Black - Original Mailing (10/22/96)
Red - Original to Plan Centers (10/22/96)
Green - Additional Mailing (10/24/96)