

SCAPPOOSE RURAL FIRE DISTRICT (SFD)



**RFP NUMBER 000020-02**

**PROFESSIONAL, TECHNICAL, AND EXPERT SERVICES**

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Scappoose Rural Fire District  
(SFD)  
March 2020

**REQUEST FOR PROPOSALS**  
**For**  
**Regional Unmanned Aerial Systems**  
**Program Development**  
**and**  
**FAA COA Document Preparation**

**PROPOSALS DUE: April 1st, 2020 by 4:00 p.m.**

**SUBMITTAL INFORMATION: Refer to PART II, SECTION B.3 (PROPOSAL SUBMISSION)**

**Submit the Proposal to:**

Jeff Pricher, Division Chief  
Columbia River Fire & Rescue / Scappoose Fire  
Chief Pilot Fire & EMS Workgroup  
Regional Disaster Preparedness Organization (RDPO)  
Email: [jpricher@srfd.us](mailto:jpricher@srfd.us)

**Refer questions to:**

Jeff Pricher, Division Chief  
Columbia River Fire & Rescue / Scappoose Fire  
Chief Pilot Fire & EMS Workgroup  
Regional Disaster Preparedness Organization (RDPO)  
Email: [jpricher@srfd.us](mailto:jpricher@srfd.us)

**A NON-MANDATORY PRE-SUBMITTAL MEETING** has been scheduled for March 30, 2020, 9 am at Scappoose Fire Station, located at 52751 Columbia River Highway, Scappoose, OR 97056.

## GENERAL INSTRUCTIONS AND CONDITIONS

### CORPORATE RESPONSIBILITY AND SOCIAL EQUITY CONTRACTING REQUIREMENTS

The Scappoose Fire District seeks to extend contracting opportunities to Disadvantaged Business Enterprises, Minority Owned Business Enterprises, Women Owned Business Enterprises, and Emerging Small Businesses (D/M/WBE, SDV and ESBs) in order to promote their economic growth and to provide additional competition for SFD contracts. Therefore, the SFD has established an overall 20% utilization goal in awarding PTE contracts to Oregon State certified D/M/WBE, SDV and ESBs on all SFD PTE contracts.

**ENVIRONMENTAL CLAIMS** – Upon request, the vendor must provide and make publicly available verifiable evidence supporting every environmental claim made about the products or services provided to the SFD. Environmental claims for which verifiable evidence must be provided include any claim provided on products, product packaging, product or service sales literature and websites, and information provided to respond to this solicitation.

**INVESTIGATION** – The Proposer shall make all investigations necessary to be informed regarding the service(s) to be performed under this request for proposal.

**SPECIAL CONDITIONS** – Where special conditions are written in the Request for Proposal ("RFP"), these special conditions shall take precedence over any conditions listed under the Professional, Technical, and Expert Service "General Instructions and Conditions".

**CLARIFICATION OF REQUEST FOR PROPOSAL** – Proposers who request a clarification of the RFP requirements must submit questions in writing to the person(s) shown in the REFER QUESTIONS TO section on the cover of this RFP, or present them verbally at a scheduled pre-submittal meeting, if one has been scheduled. The SFD must receive written questions no later than the date stated herein. The SFD will issue a response in the form of an addendum to the RFP if a substantive clarification is in order.

Oral instructions or information concerning the Request for Proposal given out by SFD employees, or agents to prospective Proposers shall not bind the SFD.

**ADDENDUM** – Any change to this RFP shall be made by written addendum issued no later than 72 hours prior to the proposal due date. The SFD is not responsible for any explanation, clarification, or approval made or given in any manner except by addendum.

**COST OF PROPOSAL** – This Request for Proposal does not commit the SFD to pay any costs incurred by any Proposer in the submission of a proposal or in making necessary studies or designs for the preparation thereof, or for procuring or contracting for the services to be furnished under the Request for Proposal.

**CANCELLATION** – The SFD reserves the right to modify, revise, or cancel this RFP. Receipt and evaluation of proposals or the completion of interviews do not obligate the SFD to award a contract.

**LATE PROPOSALS** – Proposals received after the scheduled closing time for filing will be rejected as non-responsive and returned to the Proposer unopened.

**REJECTION OF PROPOSALS** – The SFD reserves the right to reject any or all responses to the Request for Proposal if it is found to be in the SFD's best interest to do so. In the SFD's discretion, litigation between the SFD and a Proposer may be cause for proposal rejection, regardless of when that litigation comes to the SFD's attention and regardless how the Proposer's proposal may have been scored. Proposals may also be rejected if they use subconsultants who are involved in litigation with the SFD. Proposers who are concerned about possible rejection on this basis should contact the SFD before submission of a proposal for a preliminary determination of whether its proposal will be rejected.

**WORKERS' COMPENSATION INSURANCE** – Successful Proposer shall be covered by Workers' Compensation Insurance or shall provide evidence that State law does not require such coverage.

**LOCAL CONTRACTING** – If the final evaluation scores are otherwise equal, the SFD prefers goods or services that have been manufactured or produced by a Local Business. The SFD desires to employ local businesses in the purchase, lease, or sale of any personal property, public improvements, or services. The SFD wants the residents of the State of Oregon and SW Washington to benefit from optimizing local commerce and services, and the local employment opportunities they generate.

**CONFLICT OF INTEREST** – A Proposer filing a proposal hereby certifies that the proposal is made in good faith without fraud, collusion or connection of any kind with any other Proposer of the same request for proposals, that the Proposer is competing solely on its own behalf without connection or obligation to, any undisclosed person or firm, that Proposer is not a SFD official/employee or a business with which a SFD official/employee is associated, and that to the best of its knowledge, Proposer, its employee(s), its officer(s) or its director(s) is not a SFD official/employee or a relative of any SFD official/employee who: i) has responsibility in making decisions or ability to influence decision-making on the contract or project to which this proposal pertains; ii) has or will participate in evaluation, award or management of the contract related to this proposal; or iii) has or will have financial benefits in the contract to which this proposal pertains. Proposer understands that should it elect to employ any former SFD official/employee during the solicitation period or the term of the contract then that the former SFD official/Consultant employee must comply with applicable government ethics and conflicts of interest provisions in ORS Chapter 244, including but not limited to ORS 244.040(5) and/or ORS 244.047.

**PUBLIC RECORDS** – Any information provided to the SFD pursuant to this RFP shall be public record and subject to public disclosure pursuant to Oregon public records laws (ORS 192.410 to 192.505). Any portion of a proposal that the proposer claims as exempt from disclosure must meet the requirements of ORS 192.501(2) and ORS 192.502(4) and/or ORS 646.461 et seq. The fact that a proposer marks and segregates certain information as exempt from disclosure does not mean that the information is necessarily exempt. The SFD will make an independent determination regarding exemptions applicable to information that has been properly marked and redacted. Information that has not been properly marked and redacted may be disclosed in response to a public records request. When exempt information is mixed with nonexempt information, the nonexempt information must be disclosed.

If the SFD refuses to release the records, the proposer agrees to provide information sufficient to sustain its position to the District Attorney of Columbia County, who currently considers such appeals. If the District Attorney orders that the records be disclosed, the SFD will notify the proposer in order for the proposer to take all appropriate legal action. The proposer further agrees to hold harmless, defend, and indemnify the SFD for all costs, expenses, and attorney fees that may be imposed on the SFD as a result of appealing any decision regarding the proposer's records.

**These Professional, Technical and Expert Services Request for Proposal "General Instructions and Conditions" are not to be construed as exclusive remedies or as a limitation upon rights or remedies that may be or may become available under ORS Chapter 279.**

# PART I SOLICITATION REQUIREMENTS

## SECTION A GENERAL INFORMATION

### 1. SCOPE OF WORK

The five counties in the Portland metropolitan regional area could benefit significantly from the use of small Unmanned Aerial Vehicles (sUAV), or small unmanned aircraft systems (sUAS), for Fire and other disciplines. Currently, there is no program with standards in place to facilitate safe, effective, interoperable sUAS operations across the region. To utilize the full potential of sUAV and sUAS, the five counties within the Regional Disaster Preparedness Organization (RDPO), wish to establish an aviation program that can be implemented regionally if agencies wish to be a part of it.

The Scappoose Fire District (SRFD) is seeking proposals from individuals, firms, teams or Consultants, hereafter called "Proposer(s)," with demonstrated experience working in the field of Unmanned Aerial Systems. SRFD proposes to engage the successful Proposer for the following services:

- a) Create a Concept of Operations (CONOPS) document and report identifying the current state of UAS use within the region.
- b) Create a uniform governance process that includes an operation manual.
- c) Creation of a comprehensive training program that starts after the PART 107 license is obtained.
  - i) Examples include A-450, S373 and NIST/ASTM standards
- d) Create the framework for tracking of regional aircraft and pilots.
- e) Create a decision matrix for authorizing UAS for use in this new program. This would be similar to an aircraft worthiness process.
- f) Document preparation for submittal of a FAA Certificate of Authorization (COA) that will cover:
  - i) Night Operations, Flying above 400 feet (In certain Circumstances), Flying Beyond Visual Line Of Sight (BVLOS) (In certain circumstances), Flight operations in a TFR (Temporary Flight Restriction) Area

### 2. PROJECT FUNDING

The Proposer's proposal shall include the Proposer's true estimated cost to perform the work.

### 3. TIMELINE FOR SELECTION

The following dates are proposed as a timeline for this project:

Pre-submittal meeting at 9 a.m.	March 30, 2020
Written proposals due at 4:00 p.m.	April 1, 2020
Announcement of short list Proposers	April 6, 2020
Interviews or additional review, if deemed necessary	April 7, 2020
Selection committee recommendation	April 8, 2020
Contract negotiation with successful Proposer	April 9-14, 2020
Notice to proceed – work begins	April 16, 2020

**The SFD reserves the right to make adjustments to the above noted schedule as necessary.**

## SECTION B WORK REQUIREMENTS

### 1. TECHNICAL OR REQUIRED SERVICES

Professional services required are likely to include: strategic planning, program development and implementation, policy development, and engagement with local government entities; various workgroups & committees; and major industry firms within the region.

The successful Proposer shall perform the tasks listed below for this project, and shall be expected to work closely with designated SFD personnel to accomplish these goals:

#### **Task 1. Project Management and Coordination**

*Objective: To manage project organization and delivery of products called for in the Scope of Work.*

*Project management will include printing, travel expenses, meetings, phone and email coordination with RDPO, work tracking and reporting completion of the scope.*

- Schedule: Months 1-18
- The Consultant shall:
  - Manage and monitor the project schedule as it relates to the scope; provide timely invoicing and reporting of project progress to meet agreed upon task deadlines.
  - Participate in bi-weekly Project Management Team meetings conducted via phonecall.
- Deliverables:
  - Project work plan for approval by the project managers
  - Invoice and billing summary describing tasks completed during each billing period
- Agency Roles and Responsibilities:
  - SFD and RDPO project managers will work closely with the Consultant project manager to facilitate and support project activities.
  - SFD and RDPO project managers will track timelines, monitor performance, and review and provide feedback on deliverables to ensure the project remains on time, on target, and on budget.
  - SFD project managers will review and validate submitted invoices and process them for payment.
  - SFD and RDPO project managers and project team will review and provide timely feedback on the drafts.
  - SFD and RDPO project managers and project team will facilitate the review of draft deliverables.

#### **Phase 1. Create a Concept of Operations (CONOPS) document and report identifying the current state of UAS use within the region**

*Complete a review and create a discovery report recommending operational, regulatory, and technical methods to inform Concept of Operations (CONOPS) development. A CONOPS will be developed which defines the UAS activities which will be governed by a COA (to be described later in this project), the training, equipping, and oversight requirements for each type of operation, and the methods that will be used to ensure that all operations conducted under the COA are done so in accordance with the COA.*

## **Task 2. Create A Uniform Governance Process That Includes an Operations Manual**

*As part of the COA preparation (as described later in this project), the FAA requires that organizations have a comprehensive operation manual. This serves as a risk assessment for sUAS operations and meets federal requirements for aviation safety and operational planning pertaining to recurring aviation missions. The consultant/contractor will help with the creation of an interagency Operations Manual, collaborating with representatives from the various agencies. In support of the organization's goals and objectives, there would be reference to these relevant standards to utilize sUAS in a safe, effective, and efficient manner.*

- Schedule: Months 1-6
- The Consultant shall:
  - Establish an operations manual.
    - Guiding documents shall include BLM UAS Operations Documents.
    - Any other documents that could be described as best practices by other government or private entities.
    - Research should include attendance at the Drone Responders Conference in Boston (May 4-7) and Nevada (September 15-17) with SFD project coordinators
- Deliverable(s):
  - Operations Manual
  - Meeting with key stakeholders to validate the parameters and best practices to be used in the project implementation
- Agency Roles and Responsibilities:
  - SFD and RDPO will provide the Consultant team with relevant memos and guidance.
  - SFD and RDPO project managers will facilitate the review of draft deliverables.

## **Task 3. Post Part 107 Training Program**

*This project will provide two separate, but linked, training program standards: Classroom training (i.e. Public Safety, Risk Management, etc.) and Flight Training (precision flight, aerial photography, etc.) Much of the content should be gleaned from the excellent standard established by the Bureau of Land Management (BLM), National Wildfire Coordination Group (NWCG) and National Institute of Standards and Technology (NIST).*

- Schedule: Months 3-9
- The Consultant shall:
  - Establish classroom curriculums that will cover:
    - Basic training above Part 107 (use S-373 and A-450 as a guides)
    - Position Specific Training that covers these identified areas:
      - Unmanned Aircraft Systems Pilot (UASP)
      - Unmanned Aircraft Systems Manager (UASM)
      - Unmanned Aircraft Systems Module Leader (UASL)
    - Data use
    - Mapping
    - Airspace deconfliction (when multiple aircraft are used)
    - Aviation Communication
    - Controlled Airspace procedures

- Establish a flight training program that covers:
  - NIST scoring and tracking principals for operator competency
  - Scalable props that can be used for proficiency training
  - Proficiency training requirements
  - Benchmarks with skill proficiency for the different UAS positions:
    - Unmanned Aircraft Systems Pilot (UASP)
    - Unmanned Aircraft Systems Manager (UASM)
    - Unmanned Aircraft Systems Module Leader (UASL)
  - Deliverable(s):
    - Scalable training package that meets all of the required components identified above
  - Agency Roles and Responsibilities:
    - SFD will be available for input, design and content of the training program.
    - SFD and RDPO project managers will facilitate the review of draft deliverables.

#### **Task 4. Create a framework for tracking regional aircraft and pilots**

*The FAA requires pilot currency and as a function of this project, there shall be a system to ensure that all pilots are accredited in the standards, certifications and required training.*

- Schedule: Months 4-8
- The Consultant shall:
  - Propose a system that will maintain compliance with a FAA COA.
  - Propose and establish a system that can track all pilots and aircraft that participate and are subject to the requirements established as part of this project.
- Deliverable(s):
  - System that is compliant with the FAA
  - System that can be used by multiple users / agencies
  - System that allows for remote access, assuming there is internet connectivity
- Agency Roles and Responsibilities:
  - SFD and RDPO will verify that the system and required deliverables will work with other project stakeholders.

#### **Task 5. Create an air worthiness matrix**

*Purchasing new drones could require re-application for the COA. Creating a decision matrix would ensure that current & future sUAS purchases would be minimally disruptive to reapplication of the COA and seamless integration with other federal agencies and properties.*

- Schedule: Months 4-9
- The Consultant shall:
  - Prepare a matrix that will be based upon mission use and basic understanding and needs of the regional UAS aviation program.
- Deliverable(s):
  - A process for determining airworthiness and which aircraft will be allowed
- Agency Roles and Responsibilities:
  - SFD and RDPO project managers will facilitate the review of draft deliverables, including the distribution of draft.

## **Phase 2. Certificate of Authorization (COA) Preparation.**

*Develop and prepare for submittal a (Certification of Authorization - COA) for the FAA based upon the project parameters described throughout this RFP.*

### **Task 6. Certificate Of Authorization (COA) Preparation**

**Objective:** *Develop and prepare for submittal a (Certification of Authorization - COA) for the FAA based upon the project parameters described throughout this RFP.*

- Schedule: Months 9-12
- The Consultant shall:
  - Develop a COA proposal that will cover several counties in Portland and the surrounding areas.
  - Prepare all documents necessary for a COA submittal.
  - Prepare answers to all FAA questions that are needed for a COA submittal.
  - Identify and assist with the submittal of COA.
  - Make any corrections as identified by the FAA if the COA is returned with requested changes or needed additional information.
- Deliverables:
  - Documents and support for COA submittal with the FAA
- Agency Roles and Responsibilities:
  - SFD will assist contractor with needed information for FAA document preparation.

### **Task 7. Dissemination Workshop**

*Share final report and recommendations to ensure all key stakeholders know about the aviation program, understand the designations and how to participate in the program if an agency chooses.*

- Schedule: Months 15-18
- The Consultant shall:
  - Design dissemination workshop in consultation with SFD and RDPO project managers to include a two-hour general overview for stakeholders in the region.
  - Deliver a simple summary document and content stakeholder websites, as well as talking points for regional stakeholders and PIOs (for media inquiries.)
  - Facilitate the regional dissemination workshop for up to 100 stakeholders.
- Deliverables:
  - Workshop and tools for regional stakeholders
  - Report documenting workshop
- Agency Roles and Responsibilities:
  - SFD and RDPO will organize and arrange the venue for the workshop, develop the list of invited attendees, closely support Consultant development of the communication tools for dissemination, and distribute materials in advance of the workshop.
  - SFD and RDPO project managers and project team will provide input to the workshop design and will review and provide timely feedback on presentation and other workshop materials.

## 2. WORK PERFORMED BY SFD / OTHERS

The SFD has assigned a project manager to oversee the successful Proposer's work and provide support as needed. The SFD's Project Manager and/or other assigned SFD staff will be directly collaborating with successful Proposer on outreach activities.

## 3. PROJECT REVIEWS

On a weekly basis, the progress of the work will be managed by the SFD's Project Manager.

## 4. DELIVERABLES AND SCHEDULE

Deliverables shall be considered those tangible resulting work products that are to be delivered to the SFD such as reports, draft documents, data, interim findings, drawings, schematics, training, meeting presentations, final drawings, and reports. Unless otherwise specified by the SFD, the successful Proposer shall prioritize submitting applicable deliverables electronically, and any paper-based deliverables shall be printed double-sided and in bindings or report covers that are fully recyclable, preferably using materials containing post-consumer waste (PCW) recycled content.



Deliverables and schedule for this project shall include:

<b>TASK</b>	<b>DELIVERABLE</b>
<b>Task 1. Project Management and Coordination</b>	<ul style="list-style-type: none"> <li>• Project work plan for approval by the project managers.</li> <li>• Invoice and billing summary describing tasks completed during each billing period.</li> <li>• Complete a review and create a discovery report recommending operational, regulatory, and technical methods to inform Concept of Operations (CONOPS) development.</li> </ul>
<b>Task 2. Create a uniform governance that includes an operations manual</b>	<ul style="list-style-type: none"> <li>• Operations Manual</li> <li>• Meeting with key stakeholders to validate the parameters best practices to be used in the project implementation.</li> </ul>
<b>Task 3. Post Part 107 training program</b>	<ul style="list-style-type: none"> <li>• Scalable training package that meets all of the requirements described in task 3 as "consultant requirements"</li> </ul>
<b>Task 4. Create a framework for tracking regional aircraft and pilots</b>	<ul style="list-style-type: none"> <li>• System that is compliant with the FAA</li> <li>• System that can be used by multiple users / agencies</li> <li>• System that allows for remote access, assuming there is internet connectivity</li> <li>• Final report that reflects feedback received from stakeholders and recommended ETR criteria, methodology and process to use to update ETR designations in Phase 2.</li> </ul>
<b>Task 5. Create an air worthiness matrix</b>	<ul style="list-style-type: none"> <li>• A process for determining air worthiness and which aircraft will be allowed</li> </ul>
<b>Task 6. Certificate Of Authorization (COA) preparation</b>	<ul style="list-style-type: none"> <li>• Documents and support for COA submittal</li> </ul>
<b>Task 7. Dissemination Workshop</b>	<ul style="list-style-type: none"> <li>• Workshop and tools for regional stakeholders</li> <li>• Report documenting workshop</li> </ul>

Submit monthly subconsultant payment and utilization reporting electronically by the 15th of each month with invoice (reference Part II, Section C.5 of the RFP).

All deliverables and resulting work products from this contract will become the property of the SFD. As such, the Consultant and any Subconsultants grant the SFD the right to copy and distribute (in any and all media and formats) project deliverables for regulatory, project certification/recognition, program development, public education, and/or for any purposes at the sole discretion of the SFD.

## 5. PLACE OF PERFORMANCE

Contract performance will take place primarily at the successful Proposer's facility. On occasion and as appropriate, work will be performed at SFD facilities, a third-party location, or any combination thereof.

## 6. PERIOD OF PERFORMANCE

The SFD anticipates having the successful Proposer begin work immediately upon contract execution with submittal of final deliverables to the SFD occurring by October 22, 2021.

## 7. PUBLIC SAFETY

Public safety may require limiting access to public work sites, public facilities, and public offices, sometimes without advance notice. The Proposer shall anticipate delays in such places and include the cost of delay in the proposed cost. The successful Proposer's employees and agents shall carry sufficient identification to show by whom they are employed and display it upon request to security personnel. SFD project managers have discretion to require the successful Proposer's employees and agents to be escorted to and from any public office, facility, or work site if national or local security appears to require it.

## 8. INSURANCE

The successful Proposer(s) shall obtain and maintain in full force, and at its own expense, throughout the duration of the contract and any warranty or extension periods, the required insurances identified below. The SFD reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of the contract. Successful Proposer shall be able to provide evidence that any or all subconsultants performing work or providing goods or services under the contract have the same types and amount of insurance coverage as required herein or that the subconsultant is included under the Successful Proposers policy.

**Workers' Compensation Insurance:** Successful Proposer shall comply with the workers' compensation law, ORS Chapter 656 and as it may be amended. Unless exempt under ORS Chapter 656, The Successful Proposer and any/all subconsultants shall maintain coverage for all subject workers for the entire term of the contract including any contract extensions.

**Commercial General Liability Insurance:** Successful Proposer shall have Commercial General Liability (CGL) insurance covering bodily injury, personal injury, property damage, including coverage for independent successful Proposer's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in per occurrence limit of not less than \$1,000,000, and aggregate limit of not less than \$2,000,000.

**Automobile Liability Insurance:** Successful Proposer shall have automobile liability insurance with coverage of not less than \$1,000,000 each accident, and an umbrella or excess liability coverage of \$2,000,000. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto. This coverage may be combined with the commercial general liability insurance policy.

**Professional Liability & Errors & Omissions Insurance:** Successful Proposer shall have Professional Liability and/or Errors & Omissions insurance to cover damages caused by negligent acts, errors or omissions related to the professional services, and performance of duties and responsibilities of the Successful Proposer under this contract in an amount with a combined single limit of not less than \$1,000,000 per occurrence and aggregate of \$3,000,000 for all claims per occurrence. In lieu of an occurrence based policy, Successful Proposer may have claims-made policy in an amount not less than \$1,000,000 per claim and \$3,000,000 annual aggregate, if the Successful Proposer obtains an extended reporting period or tail coverage for not less than three (3) years following the termination or expiration of the Contract.

**Additional Insurance:** Any insurance required by Federal Law or State Statute or SFD Code; such as Bailees Insurance, Maritime Coverage, or other coverage(s).

**Additional Insured Endorsement:** The liability insurance coverage, except Professional Liability, Errors and Omissions, or Workers' Compensation, shall be without prejudice to coverage otherwise existing, and shall name the SFD Chief officers, agents and employees as Additional Insureds, with respect to the Successful Proposer's activities to be performed, or products or services to be provided. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.

**Continuous Coverage & Notice of Cancellation:** The Successful Proposer agrees to maintain continuous, uninterrupted coverage for the duration of the Contract. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits, or non-renewal of coverage without thirty (30) days written notice from Successful Proposer to the SFD. If the insurance is canceled or terminated prior to completion of the Contract, Successful Proposer shall immediately notify the SFD and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract.

**Certificate(s) of Insurance:** Successful Proposer shall provide proof of insurance through acceptable certificate(s) of insurance and additional insured endorsement forms(s) to the SFD prior to the award of the Contract if required by the procurement documents (e.g., request for proposal), or at execution of Contract and prior to any commencement of work or delivery of goods or services under the Contract. The Certificate(s) will specify all the parties who are endorsed on the policy as Additional Insureds (or Loss Payees). The insurance coverage required under this Contract shall be obtained from insurance companies acceptable to the SFD of Portland. The Successful Proposer shall pay for all deductibles and premiums. The SFD reserves the right to require, at any time, complete, certified copies of required insurance policies, including endorsements evidencing the coverage required.

## **SECTION C PROJECT PROVISIONS**

### **1. ATTACHMENTS**

Exhibit A            PTE Participation Disclosure Form 1

Exhibit B            Statement of Work – Project Overview

## PART II PROPOSAL PREPARATION AND SUBMITTAL

### SECTION A PRE-SUBMITTAL MEETING/CLARIFICATION

#### 1. PRE-SUBMITTAL MEETING

A pre-submittal meeting and/or site visit is scheduled for this Request for Proposal on March 30, 2020 at 9 a.m. at 52571 Columbia River Highway, Scappoose, OR 97056. Attendees may also attend the meeting by phone. Accommodations for this must be made at least 7 days prior to the scheduled meeting.

This is a **non-mandatory** meeting; therefore, proposal submission will not be contingent upon attendance at this meeting

#### 2. RFP CLARIFICATION

Questions and requests for clarification regarding this Request for Proposal must be directed in writing, via email or fax, to the person listed below. **The deadline for submitting such questions/clarifications is seven (7) days prior to the proposal due date.** An addendum will be issued no later than 72 hours prior to the proposal due date to all recorded holders of the RFP if a substantive clarification is in order.

Jeff Pricher, Division Chief  
Columbia River Fire & Rescue / Scappoose Fire  
Chief Pilot Fire & EMS Workgroup  
Regional Disaster Preparedness Organization (RDPO)  
Email: [jpricher@srfd.us](mailto:jpricher@srfd.us)

### SECTION B PROPOSAL SUBMISSION

#### 1. PROPOSALS DUE

Sealed proposals must be received no later than the date and time, and at the location, specified on the cover of this solicitation. It is the Proposer's responsibility to ensure that proposals are received prior to the specified closing date and time, and at the location specified. Proposals received after the specified closing date and/or time shall not be considered and will be returned to the Proposer unopened. The SFD shall not be responsible for the proper identification and handling of any proposals submitted to an incorrect location.

#### 2. PROPOSAL

Proposals must be clear, succinct and **not exceed 25 pages**. Section dividers, title page, table of contents, cover letter, and the PTE Participation Disclosure Form 1 do not count in the overall page count of the proposal. Proposers who submit more than the pages indicated may not have the additional pages of the proposal read or considered. If there are exclusions to the page limitation, such as résumés, the Supporting Information section, supplemental documentation, or other attachment materials, then be sure to specifically identify them as excluded.

All submittals will be evaluated on the completeness and quality of the content. Only those Proposers providing complete information as required will be considered for evaluation. The ability to follow these instructions demonstrates attention to detail.

### 3. PROPOSAL SUBMISSION

For purposes of this proposal submission, the Proposer shall submit by email to the address: [jpricher@srfd.us](mailto:jpricher@srfd.us). **one (1) complete copy in PDF or MS Word format.** If the proposer requests redactions please submit one (1) additional copy with redactions, in the same format as the original. The SFD shall not be responsible for any failure attributable to the transmission or receipt of electronic proposals including, but not limited to the following:

- Receipt of garbled or incomplete documents
- Availability or condition of the receiving equipment
- Delay in transmission or receipt of documents
- Failure of the Proposer to properly identify the Proposal documents
- Illegibility of Proposal documents
- Security and confidentiality of data

**REDACTION FOR PUBLIC RECORDS:** Any portion of a proposal that the proposer claims as exempt from disclosure must meet the requirements of ORS 192.501(2), ORS 192.502(4) and/or ORS 646.461 et seq. **Proposers are required to submit a redacted copy of their proposal and all attachments.** "Redaction" means the careful editing of a document to obscure confidential references; a revised or edited document thereby obscuring the exempt information but otherwise leaving the formatted document fully intact. **The redacted copy must be a complete copy of the submitted proposal, in which all information the Proposer deems to be exempt from public disclosure has been identified.**

When preparing a redaction of your proposal submission, a proposer must plainly mark the redactions by obscuring the specific areas your firm asserts are exempt from public disclosure. In addition, a summary page identifying the pages where redactions occur shall be included with the proposal submission (summary is not included in page limitations). **If a proposer fails to submit a redacted copy of their proposal as required, the SFD may release the proposer's original proposal without redaction.**

If the entire proposal is marked as constituting a "trade secret" or being "confidential", at SFD's sole discretion, such a proposal may be rejected as non-responsive.

Unless expressly provided otherwise in this RFP or in a separate written communication, the SFD does not agree to withhold from public disclosure any information submitted in confidence by a proposer unless the information is otherwise exempt under Oregon law. The SFD agrees not to disclose proposals until the SFD has completed its evaluation of all proposals and publicly announces the results.

Please refer to the GENERAL INSTRUCTIONS AND CONDITIONS for more information about confidential information within public records.

### 4. COST OF RESPONDING

All costs incurred by the Proposer in preparation of proposals to this solicitation, including presentations to SRFD and/or for participation in an interview shall be borne solely by the Proposer; the SFD shall not be liable for any of these costs. At no time will SRFD provide reimbursement for submission of a proposal unless so stated herein.

### 5. ORGANIZATION OF PROPOSAL

Proposers must provide all information as requested in this Request for Proposal (RFP). Proposals must follow the format outlined in this RFP. Additional materials in other formats or pages beyond the stated page limit(s) may not be considered. SRFD may reject as non-responsive, at its sole discretion, any proposal or any part thereof, which is incomplete, inadequate in its response, or departs in any substantive way from the required format. Proposals shall be organized in the following manner:

1. Cover Letter
2. Project Team
3. Proposer's Capabilities
4. Project Approach and Understanding
5. Corporate Responsibility
6. Proposed Cost
7. Supporting Information
8. A completed PTE Participation Disclosure Form 1 (refer to Part II.C.5)

## **SECTION C EVALUATION CRITERIA**

### **1. COVER LETTER**

By Submitting a proposal, the Proposer is accepting the General Instructions and Conditions of this Request for Proposal (reference second page of the RFP), the stated insurance coverage and limitations, and the Standard Contract Provisions of the Professional, Technical, and Expert Services contract. Any exceptions to the requirements or requests for waivers **MUST** be included in the proposal Cover Letter or they will not be considered.

- The Cover Letter must include the following:
- RFP number and project title
- Full legal name of proposing business entity
- Structure or type of business entity
- Name(s) of the person(s) authorized to represent the Proposer in any negotiations
- Name(s) of the person(s) authorized to sign any contract that may result
- Contact person's name, mailing or street addresses, phone and fax numbers and email address
- Statement that no redactions are requested, if applicable

**A legal representative of the Proposer, authorized to bind the Proposer in contractual matters must sign the Cover Letter.**

### **2. PROJECT TEAM**

Please provide the following:

- Approximate number of people to be assigned to the project
- Extent of company's principal member's involvement
- Names of key personnel who will be performing the work on this project, and:
  - their roles and responsibilities on this project
  - current assignments and location
  - directly relevant experience on similar or related projects
  - unique qualifications
  - demonstrated performance record of key personnel
  - percentage of their time that will be devoted to the project

Provide a professional resume for each key personnel, including key personnel of any Subconsultant(s) proposed to be assigned to the project. Resumes shall include educational background, professional development, and demonstrate that the individual(s) meets the qualification and experience requirements for performing the work outlined in this RFP.

- Proposals must identify a proposed project manager who would be responsible for the day-to-day management of project tasks and would be the primary point of contact with your firm. Describe the project manager's experience with similar projects and with managing and leading interdisciplinary teams. List other projects the proposed project manager is currently assigned to.

Describe the on-going training (continuing education or experience) key team members have received, specifically as it relates to energy efficiency, green building/infrastructure design and methods, material optimization, or identifying and utilizing least-toxic and low-carbon products and materials.

- Team qualifications and experience on similar or related projects:
  - qualifications and relevant experience of prime consultant
  - qualifications and relevant experience of sub-consultants, if any

### 3. PROPOSER'S CAPABILITIES

- Describe your firm's legal structure, areas of expertise, length of time in business, number of employees, and other information that would be helpful in characterizing the firm. Provide the same information for any subconsultants to be utilized on the project.
- Provide the address of the firm's home office and the address of the office that will manage the project, if applicable.
- Describe similar projects performed within the last 5 years, which best characterize firm's capabilities, work quality and cost control.
- For each project mentioned, include the name, address and phone number of a person who can be contacted regarding your performance on the project. When submitting projects for which your firm worked in an auxiliary capacity or in a joint venture or partnership, include the name of the lead firm.
- Describe similar projects with other government agencies.
- Describe firm's resources available to perform the work for the duration of the project and other on- going projects.
- Describe firm's internal procedures and/or policies associated or related to work quality and cost control.
- Describe firm's management and organizational capabilities.
- Describe or provide a detailed description of firm's approach to overall management and integration of all activities required by the scope of work, including the management objectives and techniques that demonstrate how the work requirements will be met.
- contacted regarding your performance on the project. When submitting projects for which your firm worked in an auxiliary capacity or in a joint venture or partnership, include the name of the lead firm.
- Describe similar projects with other government agencies.
- Describe firm's resources available to perform the work for the duration of the project and other on- going projects.
- Describe firm's internal procedures and/or policies associated or related to work quality and cost control.
- Describe firm's management and organizational capabilities.
- Describe or provide a detailed description of firm's approach to overall management and integration of all activities required by the scope of work, including the management objectives and techniques that demonstrate how the work requirements will be met.

#### 4. PROJECT APPROACH AND UNDERSTANDING

For each phase of work, the project approach should:

- Describe the proposed work tasks and activities and provide a narrative description of how the firm proposes to execute the tasks during each phase of the project.
- Identify the team members who will work on each task.
- Describe the proposed work products that will result from each task or activity.
- Identify points of input and review with SFD staff.
- Based on your firm's expertise and experience with similar projects, demonstrate how your firm will effectively complete the proposed project.
- Identify the time frame estimated to complete each task.

#### 5. CORPORATE RESPONSIBILITY

The SFD values and supports diversity and is dedicated to advancing equity in public contracting by increasing opportunities for State of Oregon certified Disadvantaged Business, Minority Owned, Women Owned, and Emerging Small Business enterprises (D/M/WBE, SDV and ESB).

The Social Equity Contracting Strategy promotes D/M/WBE, SDV and ESB economic growth and encourages partnering and mentoring between large and small D/M/WBE, SDV and ESB firms on SFD PTE contracts. Therefore, the SFD has established an overall aspirational goal of 20% in awarding PTE subconsultant contracts to Oregon State certified D/M/WBE, SDV and ESB firms. Proposing firms are encouraged to use the State's Certification Office for Business Inclusion and Diversity (COBID) website (<https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>) for identifying potential D/M/WBE, SDV and ESB subconsultants.

All Proposers shall address the following in their proposals:

##### a. State of Oregon Certification

- Please indicate in your Cover Letter whether your firm is currently certified in the State of Oregon as a DBE, MBE, WBE, or ESB.

##### b. Disadvantaged, Minority, Women and Emerging Small Business Subcontracting

- Please list the total project amount on the PTE Participation Disclosure Statement (Form 1.) Include in the Form all scopes of work being performed, the specific dollar amount, the firm name, and the State D/M/WBE, SDV and ESB certification of the firm performing the work.
- Points will be awarded based upon the dollars contracted with State of Oregon certified D/M/WBE, SDV and ESB firms utilized as subconsultants. The listed dollar amounts and specific firms must flow through to the final contract.
- Meeting the aspirational goal of 20% will be awarded 50% of the available points for this criterion. Additional points will be awarded based on a mathematical calculation for utilization exceeding the goal or deducted based on the same formula for utilization not meeting the goal.
- DMWESB Subcontracting Evaluation Formula:  
The Utilization % ÷ 40% x 8 points = the Score  
Example: if the Utilization % = 20%, then the Score would be: (20% ÷ 40% x 8 points) = 4 points  
Note - Proposed Utilization % includes D/M/WBE, SDV and ESB utilization at only the Subconsultant level.



**\*Note: Failure to submit Form 1 with your proposal may result in the proposal being found non-responsive and may be rejected.**

**c. Workforce Diversity and Community Involvement**

- Describe your firm's workforce demographics and any measurable steps taken to ensure a diverse internal workforce (e.g., women and people of color).
- How do you approach internal on the job training, mentoring, technical training, and/or professional development opportunities for women and people of color?
- Describe your firm's employee compensation structure, (e.g., living wages, healthcare coverage, employee leaves, dependent care, etc.).
- Describe your firm's commitment to community service, (e.g., charitable programs, scholarships, economic development, etc.)

**6. PROPOSED COST**

The proposal shall include the Proposer's **true estimated cost or fixed-price estimate** for the proposed project approach and shall include the hourly rates of each person associated with the project as well as the estimated number of hours each staff member will be expected to work on each task.

**Résumés:** Provide a professional resume for each key person, including key personnel of any Subconsultant(s) proposed to be assigned to the project. Résumés shall include educational background, professional development, and demonstrate that the individual(s) meets the qualification and experience requirements for performing the work as outlined in this RFP.

## PART III PROPOSAL EVALUATION

### SECTION A PROPOSAL REVIEW AND SELECTION

#### 1. EVALUATION CRITERIA

An Evaluation Committee (Committee) will be appointed to evaluate the proposals received. For the purpose of scoring proposals, each Committee member will evaluate each proposal in accordance with the criteria listed in Part II, Section C. The Committee may seek the assistance of outside expertise, including, but not limited to, technical advisors. The Committee will require a minimum of ten (10) working days to evaluate and score the proposals

The choice of how to proceed, decisions to begin or terminate negotiations, determination of a reasonable time, decisions to open negotiations with a lower scoring Proposer, and any decision that a solicitation should be cancelled are all within the sole discretion of the SFD.

The proposal evaluation process consists of a series of Evaluation Levels that will lead to the identification of a Successful Proposer. Each proposal response will be evaluated in accordance with the following evaluation criteria:

**Evaluation Level #1 – Written Scoring:** Responses meeting the mandatory and responsiveness requirements will be further evaluated as part of Evaluation Level #1. One hundred possible points are available at Level #1. This step consists of a detailed review and scoring by the Committee of the proposals as follows:

Level #1 Evaluation Criteria		
Criteria	Maximum Level #1 Score	Point Distribution by Subsection
1. Cover Letter		REQUIRED
2. Project Team	20	
3. Proposer's Capabilities	25	
4. Project Approach	20	
5. Corporate Responsibility	20	
State of Oregon Certification		4
DMWESB Subcontracting		8
Workforce Diversity & Community		3
6. Proposed Cost	15	
<b>Total:</b>	<b>100</b>	

**Evaluation Level #2 – Interview Scoring:** If oral interviews or presentations are determined to be necessary, this next step will consist of oral presentations to further clarify the Proposer's proposal(s). The number of proposals on the "short list" depends on whether the Committee believes such proposals have a reasonable chance of scoring well enough to be awarded a contract. Proposers invited to participate in Evaluation Level #2 (oral interviews) will be given additional information regarding the SFD's desired content a reasonable time before the scheduled Evaluation Level #2 oral interviews/presentations are held. The scoring of the Level #2 will be as follows:

Level #2 Evaluation Criteria		
Criteria	Maximum Level #2 Score	Point Distribution by Subsection
1. Project Team	30	
2. Proposer's Capabilities	30	
3. Project Approach	40	
<b>Total:</b>	<b>100</b>	

All communications shall be through the contact(s) referenced in Part II, Section A.2 of the RFP. At the SFD's sole discretion, communications with members of the evaluation committee, other SFD staff, or elected SFD officials for the purpose of unfairly influencing the outcome of this RFP may be cause for the Proposer's proposal to be rejected and disqualified from further consideration.

The SFD has the right to reject any or all proposals for good cause in the public interest, and the Chief Procurement Officer may waive any evaluation irregularities that have no material effect on upholding a fair and impartial evaluation and selection process.

**NOTE: In the SFD's discretion, litigation between the SFD and a Proposer may be cause for proposal rejection, regardless of when that litigation comes to the SFD's attention and regardless how the Proposer's proposal may have been scored. Proposals may also be rejected if they use subconsultants or Subconsultants who are involved in litigation with the SFD. Proposers who are concerned about possible rejection on this basis should contact the SFD before submission of a proposal for a preliminary determination of whether its proposal will be rejected.**

#### 4. SCORING PROCESS

For Evaluation Level #1, the sum of all points earned by a Proposer from all proposal evaluators will be the Overall Score for Level #1. The Evaluation Committee may choose to focus on only a limited number of proposals by developing a "short list" to move on to Evaluation Level #2 based on the scores from the written proposals. Or they may choose to proceed directly to contract negotiation and award.

If Proposers move to Evaluation Level #2, then the proposal scores from Level #1 will not be used during the oral interview/presentation process and they will be scored based on the Level #2 criteria alone. Following completion of the Evaluation Level #2 scoring, each Proposer's Evaluation Level #2 score will be added to their Evaluation Level #1 score to determine their Total Overall Score. The highest scoring proposal(s), based on their Total Overall Score, may be identified as the Successful Proposer(s).

#### 5. CLARIFYING PROPOSAL DURING EVALUATION

At any point during the evaluation process, the SFD is permitted, but is not required, to seek clarification of a proposal. However, a request for clarification does not permit changes to a proposal.

## **SECTION B    CONTRACT AWARD**

### **1.    CONSULTANT SELECTION**

Following the Evaluation Committee's final determination of the highest scored Proposer, the SFD will issue a Notice of Intent to Negotiate and Award and begin contract negotiations. The SFD will attempt to reach a final agreement with the highest scoring Proposer. However, the SFD may, in its sole discretion, terminate negotiations and reject the proposal if it appears agreement cannot be reached. The SFD may then attempt to reach a final agreement with the second highest scoring Proposer and may continue on, in the same manner, with remaining proposers until an agreement is reached.

The selection of the Successful Proposer shall be based on negotiated costs and conformance to the SFD's terms and conditions. Negotiations will follow with the Successful Proposer, and if successful, the consultant and SFD will enter into a service contract for the work. If agreement concerning the negotiated costs, schedule, and scope of work cannot be reached with the Successful Proposer within a time period deemed reasonable to the SFD, the SFD may, at its sole discretion, terminate such negotiations and begin negotiations with the next highest scored proposer from the Short List.

### **2.    CONTRACT DEVELOPMENT**

The proposal and all responses provided by the successful Proposer may become a part of the final contract. Any information included as part of this contract shall be a public record and not exempt from disclosure, including items redacted from the proposal. The form of contract shall be the SFD's Contract for PTE Services.

For contracts over \$75,000, the evaluation committee's recommendation for contract award will be submitted to the SFD board for approval.

### **3.    REVIEW**

REVIEW: Following the Notice of Intent to Negotiate and Award, the public may view proposal documents. However, any proprietary information so designated by the Proposer as a trade secret or confidential and meeting the requirements of ORS 192.501, 192.502 and/or ORS 646.461 et seq., will not be disclosed unless the Columbia County District Attorney determines that disclosure is required. At this time, Proposers not awarded the contract may seek additional clarification or debriefing, request time to review the selection procedures or discuss the scoring methods utilized by the evaluation committee.

### **4.    KICK-OFF MEETING**

The successful Proposer shall begin work by attending an orientation meeting to take place within 14 days following execution of the contract. The successful Proposer shall then develop and maintain a comprehensive schedule for all elements of the project.

**SCAPPOOSE FIRE DISTRICT  
PROFESSIONAL TECHNICAL & EXPERT (PTE) SERVICES  
PARTICIPATION DISCLOSURE FORM 1**

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**SRFD PTE DISCLOSURE REQUIREMENTS**

SFD disclosure form is used to document the utilization of State of Oregon certified Disadvantaged, Minority owned, Women owned, and Emerging Small Businesses (D/M/WBE, SDV and ESBs) projects.

This Request for Proposal (RFP) requires the Proposer to submit a PTE Participation Disclosure Form 1. The Proposer must disclose the following information:

- 1) Contact information and Employer Identification Number (EIN) for all contract participants.
- 2) State of Oregon D/M/WBE, SDV and ESB designations (**verify current certification status at: <https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>**).
- 3) The dollar amount or percentage of the Proposer's self-performing work.
- 4) The dollar amount or percentage of each Subconsultant's work.
- 5) The proposed scope or category of work that each Subconsultant will be performing.
- 6) ALL Subconsultants are to be listed on this Form, not certified firms only.
- 7) Total percentage of contract amount allocated to Oregon State certified D/M/WBE, SDV and ESB subconsultant firms.

Report all amounts in United States Dollars (USD). The use of 'TBD', 'N/A', or similar symbols is not acceptable. All requested information must be provided.

If the Proposer will not be using any subconsultants, the Proposer is still required to enter its own information in the appropriate section, and to indicate "**NONE**" in the subconsultant section of the accompanying form, and to submit the form with their proposal.

**FAILURE TO SUBMIT THE PTE PARTICIPATION DISCLOSURE FORM 1 WITH THE PROPOSAL MAY RESULT IN THE PROPOSAL BEING FOUND NON-RESPONSIVE AND REJECTED FROM CONSIDERATION.**

# SCAPPOOSE FIRE DISTRICT

## PTE PARTICIPATION DISCLOSURE FORM 1

This Request for Proposals (RFP) requires the Proposer to submit this PTE Participation Disclosure Form 1. **Failure to submit this form with the proposal may result in the proposal being found non-responsive and rejected.** Proposers must disclose the following information:

**Please print all information clearly.**

Project Name: \_\_\_\_\_ RFP Number: \_\_\_\_\_

Proposer Name: \_\_\_\_\_ Proposer's EIN #: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Proposer's Total Cost: \$ \_\_\_\_\_

Self-Performing Amount: \_\_\_\_\_

Combined percentage of total subcontract amounts allocated to State of Oregon certified D/M/WBE, SDV and ESB participation ( <i>Subconsultants only</i> ):	%
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SUBCONSULTANT INFORMATION (please print) <sup>1</sup>	D/M/WBE, SDV and ESB Cert. <sup>2</sup>	Subconsultant Scope/Type of Work	Subcontract % / \$ <sup>3</sup>
Firm Legal Name: Email: Phone #: <b>EIN #<sup>4</sup>:</b>			
Firm Legal Name: Email: Phone #: <b>EIN #:</b>			
Firm Legal Name: Email: Phone #: <b>EIN #:</b>			
Firm Legal Name: Email: Phone #: <b>EIN #:</b>			

**NOTE:**

- If the Proposer will not be using any Subconsultants, the Proposer is required to indicate "NONE" in the Subconsultant Information section of this form and submit this form with their proposal.
- The Proposer and ALL Subconsultants must be listed on this form. Leave D/M/WBE, SDV and ESB column blank if firm is not currently certified through the State of Oregon Office of Minority, Women, and Emerging Small Business:  
<https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>.
- Report all amounts in US Dollars (USD). Using 'TBD', 'N/A', or similar acronyms is not acceptable.
- Do not enter Social Security Numbers (SSN) on this form.

SUBCONSULTANT INFORMATION (please print)	D/M/WBE, SDV and ESB Cert.	Subconsultant Scope/Type of Work	Subcontract % / \$
Firm Legal Name: Email: Phone #: <b>EIN #:</b>			
Firm Legal Name: Email: Phone #: <b>EIN #:</b>			
Firm Legal Name: Email: Phone #: <b>EIN #:</b>			
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