



METRO

PEOPLE PLACES

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RFP 10-1628

RECYCLE AT WORK MEDICAL SECTOR OUTREACH PLAN AND TOOLS

Sustainability Center

600 N.E. Grand Avenue
PORTLAND, OR 97232
(503) 797-1700

Project Manager:

Will Elder
Business Waste Reduction Planner
(503) 797-1581
will.elder@oregonmetro.gov

Procurement Analyst:

Sharon Stiffler
Procurement Services
(503) 7971613
sharon.stiffler@oregonmetro.gov

Notice is hereby given that proposals for RFP 10-1628 for: Recycle at Work Medical Sector Outreach Plan and Tools shall be received by Metro, 600 N.E. Grand Avenue, Portland OR 972327 until 2:00 p.m., April 1, 2010. It is the sole responsibility of the proposer to ensure that Metro receives the Proposal by the specified date and time. All late Proposals shall be rejected. PROPOSERS SHALL REVIEW ALL INSTRUCTIONS AND CONTRACT TERMS AND CONDITIONS.

Request for Proposals

FOR

Recycle at Work Medical Sector Outreach Plan and Tools

I. INTRODUCTION

The Resource Conservation and Recycling, program of Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 NE Grand Avenue, Portland, OR 97232-2736, is requesting proposals for Recycle at Work Medical Sector Outreach Plan and Tools.

Proposals will be due no later than 2:00 p.m., April 1, 2010, to will.elder@oregonmetro.gov. Details concerning the project and proposal are contained in this document.

II. BACKGROUND/HISTORY OF PROJECT

This project will consider existing research, new research and develop an outreach strategy as well as tools to assist Recycle at Work staff with sector specific assistance to achieving the following goals:

1. To reduce the generation of commercial waste through waste prevention.
2. To recover an additional 80,000 tons of paper and containers from businesses by the end of 2010.

The Regional Solid Waste Management Plan (RSWMP) provides the regional framework to accomplish our regional recovery goals. Metro and local governments convene the Business Recovery Workgroup (BRWG) to develop and implement programs to accomplish RSWMP (Chapter IV) objectives, including:

1. Provide businesses with annual education and technical assistance programs focused on waste reduction and sustainable practices.
2. Develop information and resource materials that demonstrate the benefits of waste reduction and sustainable practices to support the business assistance program.
3. Conduct annual regional outreach campaigns to increase participation in the business assistance program and to promote recycling opportunities and other sustainable practices.

Businesses hold the greatest potential for increasing waste recovery in the region. Business waste (excluding organics and multi-family residential) comprises more than 45 percent of the region's total disposed waste. Approximately 25 percent of the garbage that businesses throw away is fully recyclable paper and containers. Metro's Regional Solid Waste Management Plan (RSWMP) identifies a specific recommended practice to contact businesses about their waste reduction efforts.

The Resource Conservation & Recycling of Metro's Sustainability Center is charged with implementing education programs to encourage businesses to recycle and prevent waste. The program provides \$1,000,000 to seven jurisdictions in the Metro region (through intergovernmental agreements with local governments and one private contractor) to provide technical assistance to businesses for recycling, waste prevention and buying recycled-content materials. Recycle at Work program services are delivered by Recycling Specialists employed by each Recycle at Work-funded agency.

Program Background/History

In 1999, local government solid waste directors and Metro solid waste management staff began an increased focus on business waste recovery (as well as construction and demolition debris and commercial organics recovery).

Request for Proposals

The Business Recovery Work Group (BRWG), then known as Commercial Recovery Work Group, comprising local government and Metro staff, was formed to develop an initial work plan. The BRWG surveyed existing business recycling and waste prevention programs in the U.S. and Canada to identify and evaluate various tools and techniques. In addition, contractors conducted survey research in the Metro region that identified barriers and opportunities for increased recovery and waste prevention activities.

The BRWG concluded that a business assistance program, whose primary element is on-site technical assistance, would be the technique most likely to increase recovery in the short term and to maintain that recovery over time. Technical assistance comprised recycling, waste prevention and buy recycled activities. (An operations element was added later.) Various tools would be developed to augment the technical assistance.

As the Recycle at Work (RAW) technical assistance program (then known as Commercial Technical Assistance Program) was developed, the BRWG agreed that uniformity, flexibility and adaptability would be essential, as would demonstrated success in increasing recycling, waste prevention and buy recycled (and later, sustainable operations) activities. Technical assistance activities would be conducted by local governments and funded by Metro and local governments, with ongoing program planning undertaken by the BRWG.

BRWG members agreed on common elements:

On-site technical assistance would consist of baseline and follow-up visits.

Four types of evaluations could be conducted – recycling, waste prevention and buy recycled (and later, operations).

Recommendations would be made for each type of evaluation conducted.

Improvement in implementing recommendations over time would be measured, as would level of effort.

Measurement

Measurement activities attempt to assess the effectiveness of technical assistance over time and the accountability and efficiency of the technical assistance.

Measuring these elements provides information for program planning and management oversight. In addition, the overall program is assessed for its contribution toward business sector objectives (tonnage) in the Regional Solid Waste Management Plan.

Effectiveness

To assess the effectiveness of the technical assistance approach to increasing recovery in the business sector, the group adopted a short-term, annual goal and a long-term, five-year goal. The annual goal was that at least 80 percent of businesses would show improvement in implementing the recommendations; the long-term goal was that at least 80 percent of recommendations would receive the highest score (a “3”), indicating full implementation.

There was less discussion and agreement by the BRWG about the long-term goal, because at the time, the group didn’t know if the program would still be in place after five years.

Database deficiencies inconsistent data collection practices, and varying program durations, have limited Metro and local governments ability to analyze progress towards these program goals. Now that we will have a new (and very much improved) database, it is probably time to assess progress towards larger goals to see if they are the correct ones.

Accountability (level of effort) and efficiency of technical assistance

To track services delivered, data are captured in the database on:

Number of businesses evaluated.

Number of evaluations performed.

Recommendations implemented.

Request for Proposals

Boxes delivered.

Database

To track services delivered and to measure program effectiveness over time, BRWG members agreed that a database should be developed. Each jurisdiction would track its work separately in a database, the structure of which was common among jurisdictions.

In addition, data from the different jurisdictions are combined to evaluate the overall program. These data are presented in an annual performance measure assessment, along with data from other regional programs, in a report to Metro SWAC, Metro Council and the Oregon Department of Environmental Quality. This report also includes data on tonnage recovery for business paper and containers, the primary waste streams targeted by Recycle at Work technical assistance.

III. PROPOSED SCOPE OF WORK/SCHEDULE

Metro is seeking proposals from qualified firms to perform the following services and to deliver the products described:

- Review existing reports on outreach and waste production measurement and review waste characterization studies conducted on local medical facilities.
- Identify barriers to waste prevention and reduction for medical sector
- Summarize findings to develop draft outreach plan for medical sector.
- Create questions for a focus group grounded in theory found in *Fostering Sustainable Behavior* by McKenzie-Mohr.
- Conduct focus group. Participants should vary from people currently practicing desired waste prevention and reduction methods as well as not.
- Use focus group findings to refine outreach strategy.
- Using barriers identified from research and focus group, develop toolkit that the Recycle at Work program can use to help the medical sector overcome these; such as, sample correspondence, best practices and outreach flow,
- Update existing tools. This includes letters and how to recycle and handouts.

Metro expects that all work, including delivery of a final report, will be accomplished in 90 days. Please provide a timeframe to complete each task and a proposal and justification for any work that may take longer than 90 days. All work will need to be complete by June 30th, 2010.

IV. QUALIFICATIONS/EXPERIENCE

Proposers shall have the following qualifications/experience. If one firm or individual does not have all of the qualifications/experience required, Metro encourages potential proposers to collaborate to create a group proposal that includes the firms or individuals that have the following qualifications/experience:

- Familiarity with business practices and motivations (some benefits with familiarity with targeted sectors - medical/dental
- Marketing and outreach strategy development and implementation
- Evaluation of public programs, particularly in the areas of public and adult education
- Conducting and compiling reports for surveys and focus groups
- Comprehensive systems and program analytical evaluation and management experience
- Extensive experience in governmental and inter-governmental program implementation and management.

Request for Proposals

V. PROJECT ADMINISTRATION

This project will be managed and administered by the Metro Sustainability Center. Metro's project managers are:

Will Elder
Business Waste Reduction Planner, Resource Conservation and Recycling Program
Metro Sustainability Center
503-797-1581
will.elder@oregonmetro.gov

Alison Cable
Business Waste Reduction Planner, Resource Conservation and Recycling Program
Metro Sustainability Center
503-797-1640.

Request for Proposals

VI. PROPOSAL INSTRUCTIONS

A. Submission of Proposals

Electronic copies of the proposal shall be emailed directly to:

Will Elder
Business Waste Reduction Planner
will.elder@oregonmetro.gov

B. Deadline

Proposals will not be considered if received after 2:00p.m., April 1, 2010.

C. RFP as Basis for Proposals:

This Request for Proposals represents the most definitive statement Metro will make concerning the information upon which Proposals are to be based. Any verbal information which is not addressed in this RFP will not be considered by Metro in evaluating the Proposal. All questions relating to this RFP should be addressed to Will Elder at will.elder@oregonmetro.gov. Any questions, which in the opinion of Metro, warrant a written reply or RFP amendment will be furnished to all parties receiving this RFP. Metro will not respond to questions received after March 25, 2010.

D. Information Release

All Proposers are hereby advised that Metro may solicit and secure background information based upon the information, and release Metro from all claims arising from such activity. In Accordance with Oregon Public Records Law (ORS 192), proposals submitted will be considered part of the public record, except to the extent they are exempted from disclosure.

E. Minority, Women and Emerging Small Business Program

In the event that any subcontracts are to be utilized in the performance of this agreement, the Proposer's attention is directed to Metro Code provisions 2.04.100, which encourages the use of minority, women and emerging small businesses (MWESB) to the maximum extent practical. Copies of these MWESB requirements are available from the Metro Procurement Office, 600 NE Grand Avenue Portland, OR 97232, (503) 797-1816.

VII. PROPOSAL CONTENTS

The proposal should contain no more than 20 pages of written material (excluding biographies and brochures, which may be included in an appendix), describing the ability of the consultant to perform the work requested, as outlined below.

A. Transmittal Letter:

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

1 page

B. Approach/Project Work Plan:

Request for Proposals

Describe how the work will be done within the given timeframe and budget. Include a proposed work plan and schedule.

10 pages

C. Staffing/Project Manager Designation:

Identify specific personnel assigned to major project tasks, their roles in relation to the work required, percent of their time on the project, and special qualifications they may bring to the project. Include resumes of individuals proposed for this contract.

Metro intends to award this contract to a single firm to provide the services required. Proposals must identify a single person as project manager to work with Metro. The consultant must assure responsibility for any subconsultant work and shall be responsible for the day-today direction and internal management of the consultant effort.

3 pages

D. Experience:

Indicate how your firm meets the experience requirements listed in section IV. of this RFP. List projects conducted over the past five years which involved services similar to the services required here. For each of these other projects, include the name of the customer contact person, his/her title, role on the project, and telephone number. Identify persons on the proposed project team who worked on each of the other projects listed, and their respective roles.

4 pages

E. Cost/Budget:

Present the proposed cost of the project and the proposed method of compensation. List hourly rates for personnel assigned to the project, total personnel expenditures, support services, and subconsultant fees (if any). Requested expenses should also be listed. Metro has established budget not to exceed \$20,000 for this project.

1 page

F. Exceptions and Comments:

To facilitate evaluation of proposals, all responding firms will adhere to the format outlined within this RFP. Firms wishing to take exception to, or comment on, any specified criteria within this RFP and attached personal service agreement are encouraged to document their concerns in this part of their proposal. Exceptions or comments should be succinct, thorough and organized.

1 page

Request for Proposals

VIII. GENERAL PROPOSAL/CONTRACT CONDITIONS

A. Limitation and Award:

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

B. Billing Procedures:

Proposers are informed that the billing procedures of the selected firm are subject to the review and prior approval of Metro before reimbursement of services can occur. Contractor's invoices shall include an itemized statement of the work done during the billing period, and will not be submitted more frequently than once a month. Metro shall pay Contractor within 30 days of receipt of an approved invoice.

C. Validity Period and Authority:

The proposal shall be considered valid for a period of at least ninety (90) days and shall contain a statement to that effect. The proposal shall contain the name, title, address, and telephone number of an individual or individuals with authority to bind any company contacted during the period in which Metro is evaluating the proposal.

D. Conflict of Interest:

A Proposer filing a proposal thereby certifies that no officer, agent, or employee of Metro or Metro has a pecuniary interest in this proposal or has participated in contract negotiations on behalf of Metro; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer for the same call for proposals; the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

E. Equal Employment and Nondiscrimination Clause

Metro and its contractors will not discriminate against any person(s), employee or applicant for employment based on race, color, religion, sex, national origin, age, marital status, familial status, gender identity, sexual orientation, disability for which a reasonable accommodation can be made, or any other status protected by law. Metro fully complies with Title VI of the Civil Rights Act of 1964 and related statutes and regulations in all programs and activities. For more information, or to obtain a Title VI Complaint Form, see www.oregonmetro.gov.

IX. EVALUATION OF PROPOSALS

A. Evaluation Procedure:

Proposals received that conform to the proposal instructions will be evaluated. The evaluation will take place using the evaluation criteria identified in the following section. Interviews may be requested prior to final selection of one firm.

B. Evaluation Criteria:

Request for Proposals

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

Project Work Plan/Approach	Percentage of Total Score
1. Demonstration of understanding of the project objectives	25%
2. Performance methodology	30%
Project Staffing Experience	
1. Project consultant	5%
2. Commitment to project	10%
Budget/Cost Proposal	
1. Projected cost/benefit of proposed work plan/approach	25%
2. Commitment to budget and schedule parameters	5%
	100%

X. APPEAL OF CONTRACT AWARD

Aggrieved proposers who wish to appeal the award of this contract must do so in writing within seven (7) days of issuance of the notice of intent to award by Metro. Appeals must be submitted to Darin Matthews, Procurement Officer, 600 NE Grand, Portland, Oregon 97232 and must state the specific deviation of rule or statute in the contract award. Metro will issue a written response to the appeal in a timely manner.

XI. NOTICE TO ALL PROPOSERS -- STANDARD AGREEMENT

The attached personal services agreement is a standard agreement approved for use by the Office of Metro Attorney. This is the contract the successful Proposer will enter into with Metro; it is included for your review prior to submitting a proposal.



METRO

600 NE Grand Ave.
Portland, OR 97232-2736
(503) 797-1700

Personal Services Agreement

Must be Under \$25,000

Contract No. _____

THIS AGREEMENT is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, whose address is 600 NE Grand Avenue, Portland, Oregon 97232-2736, and _____ whose address is _____, referred herein to as "CONTRACTOR."

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 _____, 20____, and shall remain in effect until and including _____, 20____, unless terminated or extended as provided in this Agreement.
2. Payment: METRO shall pay CONTRACTOR services performed in an amount of/not to exceed (written amount) _____ and _____/100 (\$_____).
3. Terms: Payment for services will be made in the manner: _____ (lump sum, monthly installments, progress payments, etc.). Payment to be made within 30 days of receipt of an approved invoice.
4. Scope of Work: Contractor shall provide all services and materials specified below 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.

SCOPE OF WORK (attach additional pages as needed)

All terms on the reverse side of this document are hereby made a part of this AGREEMENT.

Contractor

Signature: _____

Date: _____

Name: _____

Address: _____

Telephone: _____

Fax: _____

Tax I.D. or SS#: _____

Metro

Signature: _____

Date: _____

Title: _____

Department: _____

Division: _____

Telephone: _____

Project Manager: _____

Telephone/Fax: _____

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I: LIABILITY AND INDEMNITY

CONTRACTOR is an independent contractor and assumes full responsibility for its performance and assumes full responsibility for all liability for bodily injury or physical damage to persons or property arising out of or related to this Contract, Contractor shall indemnify, defend and hold harmless METRO, its elected officials, officers, employees and agents, from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, whether before the commencement of litigation at trial or on appeal, arising out of or in any way connected with its performance of this Contract. CONTRACTOR is solely responsible for paying CONTRACTOR's subcontractors and nothing contained herein shall create or be construed to create any contractual relationship between any subcontractor(s) and METRO. CONTRACTOR is solely responsible for the acts and omissions of its agents, employees, subcontractors, and/or representatives and for all claims.

ARTICLE II: TERMINATION

METRO may terminate this Contract upon giving CONTRACTOR seven (7) days' written notice. In the event of termination, CONTRACTOR shall be entitled to payment for goods received prior to the date of termination. METRO shall not be liable for any indirect or consequential, or any other damages whatsoever. Termination by METRO shall not waive any claim or remedies it may have against CONTRACTOR.

ARTICLE III: INSURANCE

CONTRACTOR shall purchase and maintain at CONTRACTOR's expense, the following types of insurance covering the CONTRACTOR, its employees and agents. Insurance coverage shall be a minimum of \$1,000,000 per occurrence.

- A. Broad form comprehensive general liability insurance covering personal injury, property damage, and bodily injury with automatic coverage for premises and operation and product liability. The policy must be endorsed with contractual liability coverage. METRO, its elected officials, departments, employees, and agents shall be named as an ADDITIONAL INSURED.
- B. Automobile bodily injury and property damage liability insurance. METRO, its elected officials, departments, employees, and agents shall be named as an ADDITIONAL INSURED.

This insurance as well as all Workers' Compensation coverage for compliance with ORS 656.017 must cover CONTRACTOR'S operations under this Contract, whether such operations are by CONTRACTOR or by any subcontractor or anyone directly or indirectly employed by either of them.

CONTRACTOR shall provide METRO with a certificate of insurance complying with this article and naming METRO as an additional insured within fifteen (15) days of execution of this Contract or twenty-four (24) hours before services under this Contract commence, whichever date is earlier. Notice of any material change or policy cancellation shall be provided to METRO thirty days (30) prior to the change.

ARTICLE IV: PUBLIC CONTRACTS

All applicable provisions of ORS Chapters 187 and 279A & B, and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if such provision were a part of this Agreement including, but not limited to, ORS 279B.220 TO 279B.235.

ARTICLE V: ATTORNEY'S FEES

In the event of any litigation concerning this Contract, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to any appellate courts.

ARTICLE VI: QUALITY OF GOODS

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. All workers and subcontractors shall be skilled in their trades. CONTRACTOR guarantees all work against defects in material or workmanship for a period of one (1) year from the date of acceptance or final payment by METRO, whichever is later. All guarantees and warranties of goods furnished to CONTRACTOR or subcontractors by any manufacturer or supplier shall be deemed to run to the benefit of METRO.

In addition to any express warranties provided by the CONTRACTOR, all implied warranties covered by ORS Chapter 72 shall apply to any goods provided under this Contract, and are hereby expressly not disclaimed.

ARTICLE VII: SAFETY

If services of any nature are to be performed in connection with the provision of goods pursuant to this Contract, CONTRACTOR shall take all necessary precautions for the safety of employees and others in the vicinity of the services being performed and shall comply with all applicable provisions of federal, state and local safety laws and building codes, including the acquisition of any required permits. All applicable Material Safety Data (MSD) sheets shall accompany the goods.

ARTICLE VIII: RIGHT TO WITHHOLD PAYMENTS

METRO shall have the right to withhold from payments due 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.

ARTICLE IX: COMPLIANCE

CONTRACTOR shall comply with federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, non-discrimination, safety and health, environmental protection, waste reduction and recycling, fire protection, permits, fees and similar subjects.

ARTICLE X: INTEGRATION OF CONTRACT DOCUMENTS