



Recycle at Work Recycling Boxes

Deskside and Central Collection Containers

RFP 12-1937

Metro Sustainability Department

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

Project Manager

Alison Cable
alison.cable@oregonmetro.gov
503-797-1640

Department Procurement Staff

Scott Steyer
scott.steyer@oregonmetro.gov
503-797-1858

Notice is hereby given that proposals for RFP 12-1937 for **Recycle at Work Recycling Boxes** shall be received by Metro, 600 NE Grand Avenue, Portland OR 97232 until close of business on July 27, 2011. It is the sole responsibility of the proposer to ensure that Metro receives the Proposal by the specified date and time. Proposals may be mailed, delivered, faxed or emailed. Proposers shall review all instructions and contract terms and condition.

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I. INTRODUCTION

The Sustainability Department 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 Recycling Boxes. Proposals will be due as indicated on the RFP cover page.

Details concerning the project and proposal are contained in this document.

II. BACKGROUND/HISTORY OF PROJECT

The Recycle at Work program is a regional program funded by Metro and executed by local governments. Local governments work with businesses within their jurisdictions to provide on-site technical assistance to enhance the business' waste prevention and recycling efforts. Metro provides the local government with resources to assist businesses. These resources include the deskside recycling containers and central recycling collection containers. Currently, Metro takes orders from local governments and then coordinates with the vendor the order and delivery of boxes to seven different locations. Metro is seeking proposals to manufacture at least a year's supply of boxes, warehouse storage of the boxes, orders for boxes and delivery to Metro and its local government partners.

III. PROPOSED SCOPE OF WORK/SCHEDULE

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

1. Manufacture of deskside recycling boxes and central recycling collection containers for Metro and their local government partners including City of Portland, City of Beaverton, City of Gresham, Clackamas County, and Washington County.

Box dimensions and recycled content:

- a. Deskside box:

Inside dimensions – die cut printed and joined 11 $\frac{3}{4}$ x 9 $\frac{1}{4}$ x 12 4P-2C 32B Kraft.

- b. Central Collection Containers box bottom:

Inside dimensions – Special HSC 18 x 12 x 26 4P-1C 44C Kraft.

- c. Central collection container box lid:

Inside dimensions – Die cut rolled end tray 18 $\frac{1}{2}$ x 12 $\frac{1}{2}$ x 2 Plain 26B Kraft.

- d. Recycled Content: Please specify the exact or minimum percentage of recycled content in all products offered, plus the post consumer and secondary waste content of the products offered.

2. Storage of boxes and coordination of the delivery of boxes to local government partners. Each jurisdiction (six (6) jurisdictions including Metro, City of Portland, City of Beaverton, City of Gresham, Clackamas County and Washington County) is eligible for at least four (4) deskside box deliveries and three (3) central collection container deliveries. There are a total of 42 expected deliveries per year to the locations in Attachment B.

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3. Creation of new print plates with commingled language for deskside boxes and central collection containers. The price of the print plates should be included in the quote. Die-cuts will be provided to the selected proposer.
4. Proposer agrees to provide firm pricing for the term of the contract and specify the minimum quantity that can be re-ordered at the agreed price. The desired contract term is through the end of the 2012 fiscal year, June 30, 2012, with the option of up to four (4) one-year extensions at Metro's sole discretion. The contractor shall provide pricing at the same unit price as the initial contract term, with a CPI adjustment for each additional year long extension. The CPI adjustment will allow a per unit cost increase by a percentage no greater than the percentage increase over the initial contract term of the US Department of Labor Consumer Price Index- All Urban Consumers, West Urban Area". This index can be found at: <http://www.bls.gov/news.release/cpi.t03.htm>. An alternative price adjustment model can be proposed. Adjustment request must be supported by actual increases in contractor's cost.
5. The proposer will provide material samples upon request.

IV. QUALIFICATIONS/EXPERIENCE

Proposers shall provide the following:

1. Proposer Profile/References
 - a. Indicate whether the proposer represents a local, national or international company.
 - b. List the number of years the proposer has continuously produced/manufactured boxes.
 - c. A reference list of at least five (5) companies currently using proposer's boxes. The reference shall have a minimum of 8,000 units that are of similar size, design, and material. Proposer shall submit five (5) references of delivery projects that it has completed of a similar nature. The storage/delivery staffing plan and references must be submitted with bids. Failure to include these references will result in proposal disqualification.
 - d. Storage conditions – please provide information on how the boxes will be stored.

V. PROJECT ADMINISTRATION

Alison Cable is the project manager for Metro. Proposer shall identify one point of contact for the resulting contract.

VI. PROPOSAL INSTRUCTIONS

- A. Submission of Proposals
The proposal shall be submitted electronically to Alison Cable at alison.cable@oregonmetro.gov
- B. Deadline
Proposals will not be considered if received after the date and time indicated on the RFP cover page.
- 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 Alison Cable, Business Recycling Planner, alison.cable@oregonmetro.gov, 503-797-1640. Any questions which, in the opinion of Metro, warrant a written reply or RFP addendum will be furnished to all parties receiving this RFP. Metro may not respond to questions received after 5:00 p.m. on July 20, 2012.

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- D. Information Release
All Proposers are hereby advised that Metro may solicit and secure background information based upon the information, including references, provided in response to this RFP. By submission of a proposal all Proposers agree to such activity 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, 503-797-1648.

VII. PROPOSAL CONTENTS

The proposal should contain no more than eight (8) 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. 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.

- 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.
- B. Approach/Project Work Plan: Describe how the work will be done within the given timeframe and budget. Include a proposed work plan and schedule.
- 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-to-day direction and internal management of the consultant effort.

- 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.
- 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.
- F. Diversity in Employment and Contracting:
- Work Force Diversity – Describe your work force demographics (number of employees, race and gender) and the measurable steps taken to ensure a diverse work force, including company policies and practices that promote the hiring and retention of women and ethnic minorities.

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- Diversity in Contracting – Describe your history of working with diverse firms, including any MWESB-certified firms. Describe a project for which you worked with minorities, women or emerging small businesses. Please provide the project name, method used to achieve participation – for example, joint ventures, subcontracts or purchase of equipment or supplies from a certified firm – and the dollar amount or percentage of the project budget expended on such participation.
- Diversity of Firm – Describe the ownership of your firm and whether or not your firm is certified by the State of Oregon as an MBE, WBE or ESB. Provide certification number, if applicable.

- G. Exceptions to Standard Agreement and RFP: Carefully review the Standard Agreement attached hereto as Exhibit A and incorporated herein. This is the standard agreement that successful respondents to this RFP will be required to execute. RFP respondents wishing to propose any exceptions or alternative clauses to the agreement or to any specified criteria within this RFP must propose those exceptions or alternative clauses in their Proposal; Metro shall not be required to consider contract revisions proposed during contract negotiation and award. Proposed exceptions or alternative clauses should be accompanied by explanatory comments that are succinct, thorough and clear.

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. Payment shall be made by Metro on a Net 30 day basis upon approval of Contractor 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

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may be requested prior to final selection of one firm. Award shall be made to the highest ranked Proposer based on the stated evaluation criteria. In the event negotiations are unsuccessful, Metro reserves the right to negotiate with the next highest ranked firms.

- B. Evaluation Criteria: 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.

		Percentage of Total Score
—	Project Work Plan/Approach	35
	1. Demonstration of understanding of the project objectives	
	2. Performance methodology	
—	Project Staffing Experience	20
	1. Project consultant	
	2. Commitment to project	
	Diversity in Employment and Contracting	
	1. Diversity in the workforce	5
	2. Diversity in contracting	5
	3. Diversity of firm	5
—	Budget/Cost Proposal	30
	1. Projected cost/benefit of proposed work plan/approach	
	2. Commitment to budget and schedule parameters	
		100%

X. NOTICE TO ALL PROPOSERS -- STANDARD AGREEMENT

The attached agreement included herein reflects preliminary, draft contract language and selected, proposed contract terms for this procurement. Proposers should be aware that such language terms and provisions are for illustrative purposes only and that Metro reserves the right, following submission and ranking of all proposals submitted in response to this procurement, to amend, modify or negotiate over any and all such contract language, terms and provisions regarding the agreement arising from this procurement. By submitting a proposal in response to this procurement, proposers acknowledge that they are aware of and do not object to any later, potential amendment and modification of such preliminary, draft language and terms. In addition, by responding to this procurement, proposers acknowledge that they are aware of their ability to offer alternatives to any of the preliminary, draft contract language and proposed contract terms set forth herein.



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

Goods and Supply Contract

Must Be Less \$50,000

Metro Contract No. XXXXXX

This Contract is entered into 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 Company Name whose address is Street, City State Zip, hereinafter referred to as the "Contractor".

TERM OF CONTRACT

The term of this Contract shall be for the period commencing Month XX, 201X, through and including Month XX, 201X, unless terminated or extended as provided in this Contract. IF CONTRACT IS SUBJECT TO RENEWAL OR EXTENSION, INCLUDE SUCH LANGUAGE i.e. This agreement may be renewed or extended for XX additional one-year periods at Metro's sole discretion.

CONTRACT SUM AND TERMS OF PAYMENT

Metro shall compensate the Contractor for goods supplied as described in Attachment A. Metro shall not be responsible for payment of any materials, expenses or costs other than those which are specifically included in Attachment A in an amount not to exceed XXXXXXXXXX and XX/100ths Dollars (\$XXXXXXX.XX). Payment shall be on a unit price only for those goods received in an acceptable condition to Metro. Contractor's billing invoices shall include an itemized statement of items purchased and shall be sent to Metro, Attention: Accounts Payable, 600 NE Grand Avenue, Portland, OR 97232-2736. Payment shall be made by Metro on a Net 30 day basis upon approval of Contractor invoice.

ATTACHMENT A - Unit Pricing of Goods

Attachment A shall describe the goods purchased under this agreement. Contractor understands and expressly agrees that not all items in Attachment A will be needed. Metro shall have complete discretion to select only those goods needed at the time.

ATTACHMENT B - Delivery and Service Requirements

Delivery shall be to Metro at the designated point f.o.b. as set forth in Attachment B or at Metro docks if no designated point is expressly listed in Attachment B, which is incorporated by this reference as if set forth in full. Metro shall have the right to reject any and all goods or services upon inspection. All other service requirements, including time and place of delivery shall be in accordance with Attachment B.

ALL TERMS ON THE REVERSE SIDE OF THIS DOCUMENT AND OTHER PROCUREMENT DOCUMENTS ARE HEREBY INCORPORATED AS A PART OF THIS AGREEMENT.

CONTRACTOR

METRO

By _____

By _____

Print Name _____

Print Name _____

Date _____

Date _____

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I: ATTACHMENT A

CONTRACTOR shall deliver to METRO the goods described attached hereto as Attachment A (Unit Pricing of Goods). All goods shall be of excellent quality.

ARTICLE II: ATTACHMENT B

Title to materials purchased hereunder shall pass to Metro f.o.b. at the designated point in Attachment B (Delivery and Service Requirements), or if not provided for, at the designated Metro docks.

ARTICLE III: 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, and 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, 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 responsible for the acts and omissions of its' agents, employees, subcontractors and/or representatives and for all claims.

ARTICLE IV: 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 V: INSURANCE

CONTRACTOR shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents: 1) The most recently approved ISO (Insurance Services Office) Commercial General Liability policy, or its equivalent, written on an occurrence basis, with limits not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. The policy will include coverage for bodily injury, property damage, personal injury, contractual liability, premises and products/completed operations. Contractor's coverage will be primary as respects Metro; 2) Automobile insurance with coverage for bodily injury and property damage and with limits not less than minimum of \$1,000,000 per occurrence; 3) Workers' Compensation insurance meeting Oregon statutory requirements including Employer's Liability with limits not less than \$500,000 per accident or disease; and 4) If required by the Scope of Work, Professional Liability Insurance, with limits of not less than \$1,000,000 per occurrence, covering personal injury and property damage arising from errors, omissions or malpractice.

Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSURED(S) on Commercial General Liability and Automobile policies. CONTRACTOR shall provide to Metro 30 days notice of any material change or policy cancellation. CONTRACTOR shall provide Metro with a Certificate of Insurance complying with this article upon return of the CONTRACTOR signed agreement to Metro. CONTRACTOR shall not be required to provide the liability insurance described in this Article only if an express exclusion relieving CONTRACTOR of this requirement is contained in the Scope of Work.

ARTICLE VI: 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 VII: 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 VIII: QUALITY OF GOODS

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of excellent 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 IX: SAFETY

If services of any nature are to be performed in connection with the providing goods pursuant to this agreement, 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 MSD sheets shall accompany the goods.

ARTICLE X: 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 XI: 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 XII: INTEGRATION OF CONTRACT DOCUMENTS

All of the provisions of any bidding documents including, but not limited to, the Advertisement for Bids, General and Special Instructions to Bidders, Proposal, Scope of Work, and Specifications which were utilized in conjunction with the bidding of this Contract are hereby expressly incorporated to reference. Otherwise, this Contract represents the entire and integrated agreement between METRO and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written oral. This Contract may be amended only by written instrument signed by both METRO and CONTRACTOR. The law of the state of Oregon shall govern the construction and interpretation of this Contract.

ARTICLE XIII: ASSIGNMENT

CONTRACTOR shall not assign any rights or obligations under or arising from the Contract without prior written consent from METRO, consent shall not be unreasonably withheld.

Goods and Supply Contract

Metro Contract No. XXXXXX

ATTACHMENT A Unit Pricing of Goods

Attachment A described the goods purchased under this agreement. It is expressly understood that not all items in Schedule A will be needed. Metro shall have complete discretion to select only those goods and amounts needed at the time.

Item	Description	Units	Unit Price	Total
Print Plates	Create print plates for new design. Two colors – 4 outside panels and 1 inside panel. Prototype is available upon request.			
Manufacture/Production- Deskside Boxes	Inside dimensions – die cut printed and joined 11 ¾ x 9 ¼ x 12 4P-2C 32B Kraft.	30,000		
Manufacture/Production – Central Collection Containers	Central Collection Containers box bottom: Inside dimensions – Special HSC 18 x 12 x 26 4P-1C 44C Kraft.	6,000		
Manufacture Production – Central Collection Container lids (6,000)	Central collection container box lid: Inside dimensions – Die cut rolled end tray 18 ½ x 12 ½ x 2 Plain 26B Kraft.	6,000		
Storage	Central warehousing facility to store annual inventory of boxes.			
Delivery/Distribution	There are a total of 42 expected deliveries per year to the locations and with instructions in Attachment B.	42		
			Total	

Unit pricing: Unit pricing may increase with the express written approval of Metro.

Recycled Content: Please specify the exact or minimum percentage of recycled content in all products, plus the post consumer and secondary waste content of the products.

Item	Percentage of Recycled Content	Post Consumer	Secondary

Goods and Supply Contract

Metro Contract No. XXXXXX

ATTACHMENT B Delivery and Service Requirements

Delivery Dates: Each jurisdiction is eligible for four (4) deskside deliveries and three (3) central collection container deliveries. Delivery dates will vary depending upon supply needs of the jurisdictions.

Delivery Time: Each delivery time should be coordinated with the local government requesting a box delivery. The following are the contacts and delivery instructions for each jurisdiction.

Delivery Location: There are six (6) different delivery locations. The following is a list of the jurisdictions, storage facility addresses, contact names and their phone numbers.

Jurisdiction	Storage Facility	Address	Contact	Delivery Instructions
City of Beaverton	Harvest Court - Police evidence building	9785 SW Harvest Court Beaverton, OR 97076	Joanna Dyer or Cyd Cannizzaro 503-526-2460	Must be notified on the day of the delivery to meet delivery truck.
City of Gresham	City Barn	219 S. Main Ave Gresham, OR 97080	Tristan Whitehead 503-618-2203	Must be notified on the day of the delivery to meet delivery truck.
City of Portland	Downtown Self Storage	1304 NW Johnson St. Portland, OR 97209	Lindsey Maser 503-823-7037	Must be notified 24 hours in advance to meet delivery truck at storage unit.
Clackamas County	Public Storage	150 Beaver Creek Road Oregon City, OR 97045	Rosalynn Greene 503-742-4465	Must be notified 24 hours in advance to meet delivery truck at storage unit.
Metro	Metro Regional Center	600 NE Grand Avenue Portland, OR 97232	Alison Cable 503-797-1640	Please notify 24 hours prior to delivery date. Go to loading dock off Lloyd Blvd. and use the intercom to open loading dock door.
Washington County	Hillsboro West Self Storage	602 SW Baseline Hillsboro OR 97123	Heather Robinson 503-846-8609	24 hour call prior to delivery and a call from driver when he/she is on their way. Phone is main reception line, let them know you want to deliver boxes.

Requirements include: **Must off load all pallets to locations above, provide use of pallet jack. (Some locations require pallets to be stacked.)**