



Recycle at Work Targets & Measures Development

RFP 12-2019

Metro Sustainability Center

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

Project Manager

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Department Procurement Staff

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503-797-1858

Notice is hereby given that proposals for RFP 12-2019 for Recycle at Work Targets and Measures Development shall be received by Metro, 600 NE Grand Avenue, Portland OR 97232 until close of business on December 1, 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 emailed directly to the project manager listed above. Proposers shall review all instructions and contract terms and condition.

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I. INTRODUCTION

The Resource Conservation and Recycling Division 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 Targets and Measures Development. Proposals will be due as indicated on the RFP cover page.

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

II. PROJECT OVERVIEW

This project attempts to inform and facilitate a collaborative process with Metro and local government partners to evaluate and identify needed data and targets to measure the effectiveness of the Recycle at Work (RAW) program at meeting its program goals and objectives:

Recycle at Work Mission

The mission of the Recycle at Work program is to reduce the toxicity and amount of waste generated and disposed and reduce lifecycle impacts from business operations in the Metro region through high-value education and assistance to businesses.

Recycle at Work Goals and Objectives

1. Increase waste prevention and recovery to meet or exceed the business sector's share of regional goals.
Objectives:
 - 1.1 Increase implementation of waste prevention practices at businesses for prioritized materials.
 - 1.2 Decrease the percentage of priority materials in the business sector waste stream.
 - 1.3 Increase number of businesses enrolled in responsible toxics disposal programs.

2. Reduce materials lifecycle impacts from business operations.
Objectives:
 - 2.1 Increase implementation of green purchasing practices for prioritized products.
 - 2.2 Move 5% of businesses served to purchase a minimum of 30% recycled-content products by the end of 2015.
 - 2.3 Decrease the amount of prioritized toxic products used by businesses.

3. Deliver services equitably and reduce barriers to participation by underserved and underrepresented business sectors.
Objectives:
 - 3.1 Increase participation (attract, engage, and extend) in the RAW program by underserved and underrepresented businesses.
 - 3.2 Provide culturally appropriate educational resources.

Metro is seeking proposals from qualified parties to develop targets and measures for the Recycle at Work program. The primary users of these metrics will be Metro and local government managers and elected officials; secondary audience is customers and participants in the RAW program.

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Background

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 and Recycling Division of the Metro's Sustainability Center is charged with developing and implementing technical assistance and education programs to encourage businesses to recycle and prevent waste. The RAW program provides \$600,000 to local governments in the Metro region (through intergovernmental agreements with local governments) to provide technical assistance to businesses for recycling, waste prevention, buying recycled-content materials and operations. Recycle at Work program services are delivered by Recycling Specialists employed by each Recycle at Work-funded agency (City of Beaverton, Clackamas County, City of Gresham, City of Portland, and Washington County).

The Regional Solid Waste Management Plan (RSWMP) provides the regional framework to reach our regional waste reduction 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 for businesses 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.

Metro's local government partners hire Recycling Specialists to provide technical assistance to businesses and deliver resources. The Recycling Specialists provide services and distribute resources to businesses, make recommendations, and then follow up with businesses to evaluate progress. Recycling Specialists maintain information in a regional database. The system records information about each customer, as well as the activities performed by the recycling specialists, and business progress. The database was designed and developed prior to the current goals and objectives. The database is a web-based, customer relationship management tool that can be customized and revised. The data and measurement tools to be considered in the scope of this project are not limited to this database.

These data are presented in an annual performance measure assessment, along with data from other regional programs, in a report to the Metro Solid Waste Advisory Committee, Metro Council and the Oregon Department of Environmental Quality. This report also includes data on tonnage recovery for business paper and containers, which are the primary waste streams targeted by Recycle at Work technical assistance. Progress toward the regional goals is measured by reporting outcomes, including:

1. Number of businesses contacted
2. Number of businesses assisted
3. Number of evaluations performed
4. Number of recommendations implemented (determined through field observations by Recycling Specialists.)

In 2010, Metro conducted a Recycle at Work Program Evaluation to assess the program's progress and the best path to engage businesses in new and/or existing program elements. The evaluation identified the need for clarification of the program's overarching goals, objectives, and measurement. Metro and local government partners including the program coordinators (Business Recovery Work Group) and Solid Waste Directors, held a

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series of six meetings, April through August of 2011 to establish program goals and objectives for Recycle at Work. The final phase of this evaluation process is to develop targets and measures for the new mission, goals and objectives (listed above.)

III. PROPOSED SCOPE OF WORK/SCHEDULE

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

- Meet with Metro staff and project team to kick off project, December 2011.
- Conduct interviews with Metro program staff and review historical documentation about program development, annual reports, and especially 2009 program evaluation findings, and meeting notes and outcomes from the 2010-2011 development of RAW goals and objectives. The desired outcome is to obtain a thorough understanding of the current state of the program, program development, business processes, data sources, and program measurement and reporting.
- Facilitate workshops or meetings (up to three) with local government staff (Business Recovery Work Group and Solid Waste Directors) to identify measurable outcomes that indicate progress towards Recycle at Work Goals. Meetings dates to be scheduled in January through March 2012.
- The final meeting will be to present preliminary findings to the Business Recovery Work Group and Solid Waste Directors. The findings must include options for qualitative and quantitative methods to evaluate progress towards goals and objectives. The desired outcome from the final meeting is a decision on which of the proposed targets and measures will best measure the effectiveness of the program, while considering available data, resources, and constraints.
- Prepare a draft report of preliminary findings and deliver to Metro by February 15, 2012. Metro will have two weeks to review and provide comments for consideration. The final report will be delivered to Metro by March 16, 2012.
- Proposers may submit alternative approaches to meet the project objectives and timeline.

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 operations and motivations, including business to business marketing and sustainable business practices.
- Ability to focus and direct multi-stakeholder processes and meetings.
- Experience working with non-profit organizations, and public agencies and a thorough understanding of the considerations for these organizations in reporting program measurement findings to decision makers and external stakeholders.
- Experience developing program logic models, process and outcome evaluations, including the design of quantitative and qualitative evaluation measures. Tool development is not part of the scope but the consultant should have experience with, qualitative and quantitative measurement strategies and the necessary resources to develop and deploy easily administered measurement tools.
- Extensive experience evaluating social marketing and community education programs and how to measure changes in attitudes, beliefs, and behaviors.

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- Ability to apply knowledge from other fields to community education program monitoring.

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:

Proposal shall be emailed to Metro, addressed to:

alison.cable@oregonmetro.gov

And shall include in the subject line:

RFP 12-2019 RAW Targets & Measures

Metro will acknowledge the receipt of response received by the due date via email.

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, alison.cable@oregonmetro.gov. 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 3:00 p.m. on November 21, 2011.

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 10 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.

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- A. Transmittal Letter: Please include company description, primary contact, email, phone, and website (if applicable). 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 time frame and budget. Include a proposed work plan and schedule. Proposals must provide concise descriptions of the service providers' abilities that satisfy the requirements of this RFP. The proposal must be complete and accurate. Proposals must include the lead consultant (and any subconsultant if a joint proposal) the following:
- Statement of quality assurance procedures.
 - List of three (3) references that have recently used the firm(s) professional services for similar work. Include contact name, address, contact phone number and email address.
- 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. Joint proposals must define the lead consultant and clearly describe the use of all sub-consultants and any function(s) that will be performed by the lead consultant as well as all sub-consultants. The consultant must assure responsibility for any sub-consultant 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.

Total project budget is not to exceed \$20,000.

- 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.
 - 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.

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- 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 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.

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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 (Section VII.B)	
1.	Demonstration of understanding of the project objectives	15
2.	Performance methodology	15
—	Project Staffing Experience (Sections VII.C and VII.D)	
1.	Project consultant: qualifications and experience of manager and staff	15
2.	Commitment to project: clearly describes the role of all staffing resources	10
—	Budget/Cost Proposal (Sections VII.D)	
1.	Projected cost/benefit of proposed work plan/approach	20
2.	Commitment to budget and schedule parameters	10
—	Diversity in Employment and Contracting (Section VII.F)	
1.	Diversity in the workforce	5
2.	Diversity in contracting	5
3.	Diversity of firm	5
		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

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Personal Services Agreement

THIS AGREEMENT is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 N.E. Grand Avenue, Portland, OR 97232-2736, and **Company Name**, referred to herein as "Contractor," located at **address, City, State Zip**.

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 **Month XX, 201X** and shall remain in effect until and including **Month XX, 201X**, unless terminated or extended as provided in this Agreement. **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.**

2. **Scope of Work.** Contractor shall provide all services and materials specified in the attached "Attachment A -- Scope of Work," which is incorporated into this Agreement by reference. All services and materials shall be provided by Contractor in accordance with the Scope of Work, in a competent and professional manner. To the extent that the Scope of Work contains additional contract provisions or waives any provision in the body of this Agreement, the Scope of Work shall control.

3. **Payment.** Metro shall pay Contractor for services performed and materials delivered in the amount(s), manner and at the time(s) specified in the Scope of Work for a maximum sum not to exceed **XXXXXXXXXXXXXXXXXX AND XX/100THS DOLLARS (\$XXXXXX.XX)**. Payment shall be made by Metro on a Net 30 day basis upon approval of Contractor invoice.

4. **Insurance.** Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:

- (a) 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;
- (b) Automobile insurance with coverage for bodily injury and property damage and with limits not less than minimum of \$1,000,000 per occurrence;
- (c) Workers' Compensation insurance meeting Oregon statutory requirements including Employer's Liability with limits not less than \$500,000 per accident or disease; and
- (d) 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 INSUREDS 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.

5. **Indemnification.** Contractor shall indemnify and hold Metro, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Agreement, or with any patent infringement or copyright claims arising out of the use of Contractor's designs or other materials by Metro and for any claims or disputes involving subcontractors.

6. **Maintenance of Records.** Contractor shall maintain all of its records relating to the Scope of Work on a generally recognized accounting basis and allow Metro the opportunity to inspect and/or copy such records at a convenient place

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during normal business hours. All required records shall be maintained by Contractor for six years after Metro makes final payment and all other pending matters are closed.

7. Ownership of Documents. All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by Contractor pursuant to this Agreement are the property of Metro, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such documents.

8. Project Information. Contractor shall share all project information and fully cooperate with Metro, informing Metro of all aspects of the project including actual or potential problems or defects. Contractor shall abstain from releasing any information or project news without the prior and specific written approval of Metro.

9. Independent Contractor Status. Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall Contractor be considered an employee of Metro. Contractor shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work. Contractor is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement. Contractor shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to Metro.

10. Right to Withhold Payments. Metro shall have the right to withhold from payments due to Contractor such sums as necessary, in Metro's sole opinion, to protect Metro against any loss, damage, or claim which may result from Contractor's performance or failure to perform under this Agreement or the failure of Contractor to make proper payment to any suppliers or subcontractors.

11. State and Federal Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapters 279A, 279B and 279C and the recycling provisions of ORS 279B.025 to the extent those provisions apply to this Agreement. All such provisions required to be included in this Agreement are incorporated herein by reference. Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations including those of the Americans with Disabilities Act.

12. Situs. The situs of this Agreement is Portland, Oregon. Any litigation over this agreement shall be governed by the laws of the State of Oregon and shall be conducted in the Circuit Court of the state of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

13. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by either party without Metro's written consent.

14. Termination. This Agreement may be terminated by mutual consent of the parties. In addition, Metro may terminate this Agreement by giving Contractor seven (7) days prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Termination shall not excuse payment for expenses properly incurred prior to notice of termination, but neither party shall be liable for indirect or consequential damages arising from termination under this section.

15. No Waiver of Claims. The failure to enforce any provision of this Agreement shall not constitute a waiver by Metro of that or any other provision.

16. Modification. Notwithstanding and succeeding any and all prior agreement(s) or practice(s), this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing(s), signed by both parties.



600 NE Grand Ave.
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CONTRACTOR

By _____

Print Name _____

Date _____

METRO

By _____

Print Name _____

Date _____