



**METRO**

PEOPLE PLACES

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**RFP # 10-1469-SUS**

**SUSTAINABILITY PLANNING ASSISTANCE**

**Metro Sustainability Center**

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

**Project Manager:**

Molly Chidsey, Sustainability Coordinator  
Resource Conservation & Recycling Division  
Metro Sustainability Center  
(503) 797-1690

[Molly.Chidsey@oregonmetro.gov](mailto:Molly.Chidsey@oregonmetro.gov)

Notice is hereby given that proposals for RFP 10-1469-SUS for Sustainability Planning Assistance shall be received by Metro, 600 N.E. Grand Avenue, Portland OR 97232 until 4:30 p.m., November 6, 2009. 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

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## FOR Sustainability Planning Assistance

### I. INTRODUCTION

The Sustainability Center 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 Sustainability Planning Assistance.

Proposals are due no later than 4:30 p.m., Friday, November 6, 2009 via email to Metro's business offices at 600 NE Grand Avenue, Portland, OR 97232-2736.

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

### II. BACKGROUND/HISTORY OF PROJECT

Metro has had a long-standing commitment to sustainable internal operations, marked by the inception of the Environmental Action Team (ENACT) in 1999. The Metro Council adopted a resolution in 2003 that directed Metro to create a sustainable business model that would ensure that Metro business practices will be fully sustainable within one generation<sup>1</sup>. This same resolution also set five long-term sustainability goals for Metro's operations to be met by 2025:

1. **Zero net increase in carbon emissions;**
2. **Zero discharge of persistent bioaccumulative toxins (PBT's);**
3. **Zero waste disposed and incinerated;**
4. **Fifty percent reduction in water consumption; and**
5. **Zero net loss of biodiversity and productive healthy habitat for forests and riparian areas.**

ENACT, charged with implementation of these goals, initiated an internal grant program to annually fund waste reduction, recycling, and toxics reduction projects. Since then, Metro has implemented sustainability projects in several areas, making some significant progress. Some examples include:

- The Oregon Convention Center is LEED-EB and Salmon Safe certified;
- The Oregon Zoo has an implemented an extensive recycling and composting program;
- Green Teams are active at three Metro facilities: the Convention Center, the Zoo, and the Metro Regional Center;
- Two of Metro's facilities, the Convention Center and Cooper Mountain Nature Area facility, have recently installed or are planning to install solar arrays;
- The Metro Regional Center purchases 100% renewable power from wind sources.

In early 2008, Metro Council adopted a follow-up resolution which adopted the State of Oregon's definition of sustainability as defined in ORS 184.421(4): "'Sustainability' means using, developing and protecting resources in a manner that enables people to meet current needs and provides that future generations can also meet future needs, from the joint perspective of environmental, economic, and community objectives." The resolution also directed Metro to strengthen efforts to make Metro operations sustainable.<sup>2</sup>

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<sup>1</sup> Metro council resolution 03-3338. Download from <http://rim.metro-region.org/webdrawer/rec/20828/>.

<sup>2</sup> Metro Council resolution 08-3931. Download from <http://rim.metro-region.org/webdrawer/rec/177323/>.

# Request for Proposals

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Earlier this year, the Metro Auditor completed a report on Sustainability Management in Metro's internal operations which focused on energy usage and resulting greenhouse gas emissions, as well as waste and recycling. The Auditor recommended creating a sustainability plan that: (1) sets clear policies and goals for sustainability; (2) reduces organizational barriers to sustainability by clarifying responsibilities and roles internally for implementation and creating a funding structure to support sustainability; (3) creates tools needed to implement a sustainable business model including a data management system, cost assessment, and formalizing greenhouse gas emission measurement protocols, and (4) measure progress towards meeting objective and disseminate results of efforts. For the full report of findings and recommendations, please see [http://library.oregonmetro.gov/files/sustainability\\_report\\_final.pdf](http://library.oregonmetro.gov/files/sustainability_report_final.pdf).

This request for proposals for Sustainability Planning Assistance is an important part of a project that responds to the resolutions adopted by Council as well as the recommendations of the Auditor. The objective of this project is to create a comprehensive sustainability plan for all of Metro's internal operations that will enable Metro to manage internal operations in a way that will support a thriving economy, healthy environment, and community vitality. The Plan will identify sustainability impacts of Metro operations in all five goal areas (waste, toxics, water, greenhouse gasses, and habitat), create benchmarks for monitoring progress, and prioritize projects that will enable Metro to meet or exceed the five sustainability goals set by the Metro Council. Metro seeks technical assistance in five areas (listed in the Scope of Work below) that will support the creation of the Sustainability Plan.

### III. PROPOSED SCOPE OF WORK/SCHEDULE

Services sought by Metro will fit into a larger project schedule, outlined below:

#### Sustainability Plan Project Schedule

- Phase One: Kickoff project (October – November 2009)
- Phase Two: Data gathering and research, impacts and baseline assessment (November – January 2010)
- Phase Three: Identify indicators, targets, and focus areas (January – February 2010)
- Phase Four: Select projects and draft plan (February – April 2010)
- Phase Five: Develop implementation process (May 2010)
- Phase Six: Plan adoption process (June 2010)

The tasks in the scope of work fit into this project schedule. Metro is seeking proposals from qualified firms to perform the following services and to deliver the products described below. Relevant deadlines for the tasks in this proposal are included below.

#### Tasks

Please propose your response to how you would complete the following tasks. For evaluation purposes, please provide the hours and cost associated with each task. Metro will decide whether to include all tasks or some combination of tasks for the final contract.

#### 1. High-level Sustainability Impacts Assessment of Metro's Operations

Metro's operations vary widely and include facilities such as an office building, theaters, public assembly venues, developed parks, natural areas, cemeteries, and solid waste transfer stations. (For a full list of operations included in Metro's Sustainability Plan, please see Appendix A.) While Metro has a clear direction on environmental goals, the purpose of a high-level sustainability impacts assessment is to gain understanding of what additional areas may need to be addressed over time, in addition to the five environmental sustainability goals already established.

# Request for Proposals

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Some impacts have already been identified through audits completed in 2001 and 2008 by Axis Performance Advisors; these are available upon request. The assessment should build upon these previous findings. Please include in your proposal how you would complete this impacts assessment, which should include the following elements:

- A summary of sustainability impacts from Metro's operations, including environmental, social, and economic impacts where possible;
- Brief summary of areas where current sustainability goals and programs do not address impacts;
- Recommendations of how to address impacts in Metro's sustainability plan.

Deadline: November 30, 2009

## 2. Sustainability Baseline Analysis

In order to track improvements over time, a current baseline of performance in five sustainability metrics is needed, organized by facility and by department. The five metrics correlate to Metro's adopted sustainability goals:

1. Greenhouse gas emissions (methodology should build on research of Metro Auditor 2008)
2. Use and discharge of PBT's and other toxics (MSDS database available)
3. Waste generated and recovered for recycling (waste and recycling data available for most Metro facilities)
4. Water consumption
5. Habitat on Metro properties, including developed properties

Data on many of these metrics is available from Metro in a variety of formats. Other baseline metrics may be identified in the impacts analysis step of this project. Please describe how you would conduct the baseline analysis, including:

- Proposed methodology for selecting a baseline year;
- What information or data would be used to conduct such a baseline, and how the data needs to be supplied;
- How to account for recent progress made in areas such as energy use and water conservation due to facility retrofits;
- How information would be broken down by facility, facility type, and by department; and
- The reporting format that you propose for the baseline results (charts, narrative, etc)

Deadline: January 11, 2010

## 3. Recommendations for Key 2010-2011 Project Budget Requests

Metro's budget process for the coming fiscal year (FY 2010-11) will begin in November, and the Chief Operating Officer (COO) will present his budget to Council in February 2010. In order to begin any sustainability projects requiring additional or new funds starting July 1, 2010, key projects need to be identified and proposals submitted to the COO before the Sustainability Plan is completed.

Please describe how your firm would assist Metro in identifying two or three key projects that are good candidates for FY 2010-11 budget proposals. Projects could support any of the five sustainability goals. Please include whether your firm could help Metro to estimate outside sources of matching funds for project implementation.

Deadline: January 29, 2010

# Request for Proposals

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## 4. Recommendations for Action Areas & Projects

Metro's sustainability plan will largely consist of action areas (i.e., green building, purchasing, etc.) and projects that will enable the organization to meet adopted sustainability goals. The Plan will also provide an opportunity for Metro to identify future efforts needed to address sustainability impacts beyond the five goal areas. Metro will build the sustainability plan collaboratively with a cross-departmental team, using your initial recommendations for action areas and projects as a starting point.

Describe how your firm would help Metro to identify action areas and prioritize projects for implementation. Please include the following:

- How the findings of the impacts analysis and baseline would be used to identify and prioritize action areas;
- How you would draw on sustainability best practices for the operations unique to Metro;
- Cost estimates for projects recommended, and resources for matching or grant funds where available; and
- Brief report of recommendations of sustainability projects where Metro should focus efforts, prioritized in order of greatest to least impact, and organized by facility or by department.

Deadline: February 19, 2010

## 5. Tracking and Reporting Method

Metro would like to report annually on progress made toward sustainable operations. There are two audiences for this information, internal (Metro employees and Council) and the public. An electronic reporting system is needed that can allow for input of data from all of Metro's disparate operations, and roll up to one annual report for the five goal areas. The reporting system needs to be clear, concise, and easy to upload or input data by multiple parties, and be measurable from the baseline year. Reporting system must be in electronic format and be able to be used across departments and servers.

Please describe how you would create an electronic tracking system for Metro that meets these criteria, including:

- Description of the output that the proposed reporting system will create;
- Description of ease of use, including data input and creation of reports; and
- Ability to add new fields to the report over time.

Deadline: May 1, 2010

## **IV. QUALIFICATIONS/EXPERIENCE**

Metro is seeking proposals from individuals, consulting firms, or teams with demonstrated experience in sustainability planning for operations of a large organization and working with a public agency. Successful proposers must have an understanding of sustainability frameworks and concepts, including The Natural Step and the triple bottom line. Proposals responding to this solicitation may be submitted on the basis of a team and/or individual seeking to complete the scope of work. Metro reserves the right to accept or reject any or all proposals in whole or in part, and specifically reserves the right to cancel or modify all or a part of this solicitation by written addendum prior to contract execution.

# Request for Proposals

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## V. PROJECT ADMINISTRATION

This project will be managed and administered by Metro's Sustainability Center. Metro's project manager is:

Molly Chidsey, Sustainability Coordinator  
Resource Conservation & Recycling Division  
Metro Sustainability Center  
(503) 797-1690  
[Molly.Chidsey@oregonmetro.gov](mailto:Molly.Chidsey@oregonmetro.gov)

## VI. PROPOSAL INSTRUCTIONS

### A. Submission of Proposals

One electronic copy of the proposal shall be furnished to Metro, addressed to:  
[Molly.Chidsey@oregonmetro.gov](mailto:Molly.Chidsey@oregonmetro.gov)

### B. Deadline

Proposals will not be considered if received after 4:30 p.m., Friday, November 6, 2009.

### 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 Molly Chidsey at (503) 797-1690 or emailed to [Molly.Chidsey@oregonmetro.gov](mailto:Molly.Chidsey@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.

### 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) 797-1816.

## VII. PROPOSAL CONTENTS

The proposal should contain no more than 15 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 electronically.

# Request for Proposals

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- 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 maximum
- B. Approach/Project Work Plan: Describe how the work will be done within the given timeframe and break out costs by each task. Include a proposed work plan and schedule.  
-- 5 pages maximum
- 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.  
-- 3 pages maximum
- 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.  
-- 3 pages maximum
- 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.  
-- 2 pages maximum
- 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 are encouraged to document their concerns in this part of their proposal. Exceptions or comments should be succinct, thorough and organized.  
-- 1 page maximum

## 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

# Request for Proposals

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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.metro-region.org](http://www.metro-region.org).
- F. **Intergovernmental Cooperative Agreement (Requires competitive solicitation)** – Pursuant to ORS 279A and the Metro public contract code, Metro participates in an Intergovernmental Cooperative Purchasing program by which other public agencies shall have the ability to purchase the goods and services under the terms and conditions of this awarded contract. Any such purchases shall be between the Contractor and the participating public agency and shall not impact the Contractor's obligation to Metro under this agreement. Any estimated purchase volumes listed herein do not include volumes for other public agencies, and Metro makes no guarantee as to their participation in any purchase. Any bidder may decline to extend the prices and terms of this solicitation to any or all other public agencies upon execution of this contract. Unless the bidder specifically declines to participate in the program by marking the box on the contract declining to participate, the bidder agrees to participate in the Intergovernmental Cooperative Purchasing program.

## 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:** 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.

	Points
Project Work Plan/Approach	
• Demonstration of understanding of the project objectives	15 points
• Effectiveness of proposed work plan and approach	30 points
Project Staffing Experience	
• Project consultant relevant experience	10 points
• Commitment to sustainability in public sector	5 points
Budget/Cost Proposal	
• Projected cost/benefit of proposed work plan/approach	20 points
• Ability to meet budget and schedule parameters	10 points
Diversity	
• Diversity of project staff	10 points
<b>Total</b>	<b>100 points</b>

# Request for Proposals

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## **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.

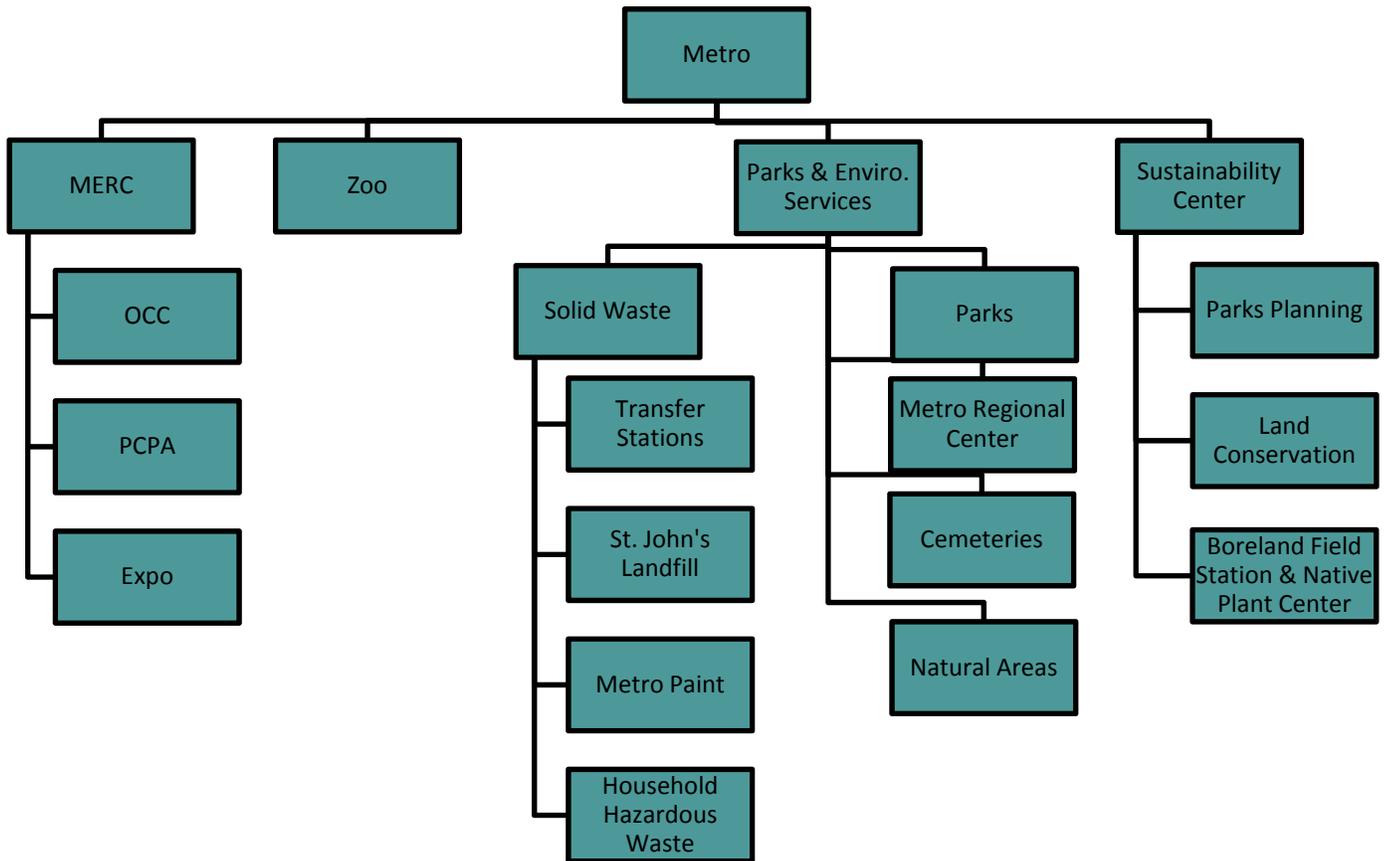
## **XI. NOTICE TO ALL PROPOSERS -- STANDARD AGREEMENT**

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.

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# Request for Proposals

## Metro Operations Included in Sustainability Plan







# Personal Services Agreement

Contract # \_\_\_\_\_

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 \_\_\_\_\_, referred to herein as "Contractor," located at \_\_\_\_\_.

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 \_\_\_\_\_ and shall remain in effect until and including \_\_\_\_\_, unless terminated or extended as provided in this Agreement.
  
2. Scope of Work. Contractor shall provide all services and materials specified in the attached "Exhibit A -- Scope of Work," which is incorporated into this Agreement by reference. All services and materials shall be provided by Contractor in accordance with the Scope of Work, in a competent and professional manner. To the extent that the Scope of Work contains additional contract provisions or waives any provision in the body of this Agreement, the Scope of Work shall control.
  
3. Payment. Metro shall pay Contractor for services performed and materials delivered in the amount(s), manner and at the time(s) specified in the Scope of Work for a maximum sum not to exceed \_\_\_\_\_ AND \_\_\_\_\_/100THS DOLLARS (\$ \_\_\_\_\_).
  
4. Insurance.
  - a. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:
    - (1) Broad form comprehensive general liability insurance covering bodily injury and property damage, with automatic coverage for premises, operations, and product liability, shall be a minimum of \$1,000,000 per occurrence. The policy must be endorsed with contractual liability coverage; and
    - (2) automobile bodily injury and property damage liability insurance coverage shall be a minimum of 1,000,000 per occurrence.
  
  - b. Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS. Notice of any material change or policy cancellation shall be provided to Metro 30 days prior to the change or cancellation.
  
  - c. Contractor, its subcontractors, if any, and all employers working under this Agreement that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. Contractor shall provide Metro with certification of Workers' Compensation insurance including employer's liability. If Contractor has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached, as Exhibit B, in lieu of the certificate showing current Workers' Compensation.
  
  - d. If required by the Scope of Work, Contractor shall maintain for the duration of this Agreement professional liability insurance covering personal injury and property damage arising from errors, omissions, or malpractice. Coverage shall be in the minimum amount of \$500,000. Contractor shall provide to Metro a certificate of this insurance, and 30 days' advance notice of material change or cancellation.



# Personal Services Agreement

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e. 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.

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

6. Maintenance of Records. Contractor shall maintain all of its records relating to the Scope of Work on a generally recognized accounting basis and allow Metro the opportunity to inspect and/or copy such records at a convenient place during normal business hours. All required records shall be maintained by Contractor for 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.



# Personal Services Agreement

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14. Termination. This Agreement may be terminated by mutual consent of the parties. In addition, Metro may terminate this Agreement by giving Contractor seven 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.

\_\_\_\_\_  
 By \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_

METRO  
 By \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_