



Business Recycling Requirement Waste Composition Study

RFP 12-2062

Metro Sustainability Department

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

Project Manager

Will Elder
will.elder@oregonmetro.gov
503-797-1581

Department Procurement Staff

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

Notice is hereby given that proposals for RFP 12-2062 for Business Recycling Requirement Waste Composition Study shall be received by Metro, 600 NE Grand Avenue, Portland OR 97232 until close of business on March 7, 2012. 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 to conduct a study to collect data to determine the current level of business paper and container recycling by identifying how much of the targeted materials remain in the waste stream. The study will include collecting samples of waste at disposal sites throughout the Portland metro region, sorting the samples into component materials, and measuring the quantity of each material. The data will be used to evaluate the impact of the region's business recycling requirements and will be compared against baseline data collected in 2007.

Metro expects to take an active role in all aspects of the study, but the selected contractor will perform all the coordination and conduct all the field work involved in the study. The contractor will provide regular progress reports and completed data forms to Metro throughout the study. Metro will prepare final analysis and reports on the collected data.

Metro is seeking proposals from individuals, consulting firms, or teams with demonstrated experience in waste characterization and sorting studies. Proposals responding to this solicitation may be submitted on the basis of a team and/or an 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 prior to contract execution by written addendum.

This Request for Proposals (RFP) outlines the documentation required in order to be responsive to this solicitation and identifies the consultant selection process. The successful consultant team will be selected based upon its qualifications and proposal to complete the scope of work.

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

II. BACKGROUND/HISTORY OF PROJECT

In 2007, Metro conducted a commercial waste composition study. The study involved 291 route samples from the region and was intended to look at the waste composition of businesses in individual jurisdictions. This study was to serve as a baseline for evaluating the impact of business recycling requirements three years after adoption. In 2008, Metro adopted business recycling requirements, and over the next year, cities and counties in the region also adopted business recycling requirements.

III. PROPOSED SCOPE OF WORK/SCHEDULE

A. Overview of Work

The project's chief task is to collect and sort samples of waste delivered to landfills and transfer facilities. This task is referred to as "disposal site sampling" throughout this RFP. Metro will pre-select the garbage hauler routes and vehicles to be sampled. Metro will notify local jurisdictions of routes selected so they can notify the haulers that they have been selected to participate in the study, Metro will also notify the contractor of selected routes. The contractor will coordinate with the haulers and transfer stations or landfills to obtain the samples. The contractor will interview the driver of each vehicle to determine what type of businesses generated the waste and will choose a sample from the waste delivered. Samples will then be pulled at the disposal site from the vehicles on the selected routes. The contractor will sort the sample waste into ten (10) material categories and weigh each material. To ensure consistency with the previous study, Metro will provide the overall study methodology, analysis and final report on the results. Elements forming the Scope of Work for the disposed site sampling task are outlined below.

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B. Project Duration

Anticipated awarding of the contract will be in March 2012. All pre-work, such as route selection and training, will need to take place in March and the sorts must be conducted in April and the first two weeks of May. All final data will be due one week after the final sort and will mark the project's completion.

C. Collection of Representative Data

1.) Disposal site sampling. Proposals must be based on collecting and sorting 177 disposal site samples. The number of samples per jurisdiction is identified in the table below.

<i>Jurisdiction</i>	<i>Samples</i>
Gladstone	6
Lake Oswego	6
Milwaukie	11
Oregon City	6
Wilsonville	6
West Linn	6
Rest of Clackamas County Cities and Clackamas County Unincorporated	11
Gresham/Wood Village	23
Fairview/Troutdale	11
Portland	23
Beaverton	23
Hillsboro	11
Tigard	11
Tualatin	6
Forest Grove	6
Rest of Washington County Cities and Washington County Unincorporated	11

The sampling is intended to be representative of the waste being disposed by businesses in the select jurisdiction.

2.) Sample weights. For all disposal site samples, the average sample weight must be at least 200 pounds, and the minimum weight for each sample must be 175 pounds. Samples weighing less than 175 pounds are unacceptable. If a sample is found to be too small after sorting and weighing, additional material may be collected from a similar disposal vehicle and sorted and weighed so that the total weight is more than 200 pounds.

3.) Sample selection. Metro will provide the contractor the vehicle routes to be selected for sampling and will coordinate with the local jurisdictions in selecting them. The local jurisdictions will then notify the haulers of their selection. The contractor will be responsible for actually coordination with haulers and sorting sites, as well as selecting the sample from these truck routes based on a protocol approved by Metro that provides for random selection of material from the load.

<i>Metro</i>	<i>Local Jurisdiction</i>	<i>Contractor</i>	<i>Contractor</i>
Select hauler and routes.	Notify haulers.	Coordinate with haulers and disposal sites for sort times.	At sort site, confirm source and geographic area, pull sample and conduct sort.

4.) Vehicles for sampling. Samples will be collected and sorted from two major vehicle types:

- Compacting "garbage trucks" operated by local garbage haulers;

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- "Drop box" loads from trucks operated by local garbage haulers, including both loose and compacting drop boxes.

5.) Driver interviews. Each driver of a vehicle selected for sampling will be asked to identify geographic source of the waste being disposed, and to confirm the waste is from a commercial business. Selected haulers who typically carry mixed loads on their commercial route will be asked to skip non-commercial generators on their sampling day. The type of vehicle must also be recorded.

6.) Materials sorted. Samples will be sorted into ten (10) categories: Recyclable paper, cardboard, plastic containers, steel cans and aluminum containers (including foil), glass containers, food waste, wood, metal, plastic film and other waste. Care must be taken to sort and weigh each sample properly. A separate data form must be filled out on a computer for each sample. Items weighing less than 1/10th of a pound must be weighed on a scale accurate to within 1/100th of a pound. All other items weighing less than 200 pounds must be weighed on a scale accurate to at least 1/10th of a pound. Weights must be recorded in decimal points. The goal in sorting is to sort and weigh everything that is practical to do so.

7.) Proper material disposal. After sorting, all materials will be properly disposed or recycled. Some landfills or transfer facilities have recycling on site, and those materials clean enough to be recycled will be recycled. Dirty or contaminated materials will be disposed.

D. Data Entry and Analysis

1.) Data entry. The contractor will perform all data entry in this study, perform basic data quality control checks, and resolve any issues encountered by checking the data. Where possible, data will be recorded directly into a computer at the time of sorting. This will allow for computer-assisted quality control checks and for the ability to quickly resolve any issues encountered before the sample materials are discarded and no longer available for examination. Data will be recorded and submitted to Metro in an Excel spreadsheet. The contractor must also obtain its own software license to use the Microsoft Excel database program.

2.) Preliminary data form quality checking. Before sorted samples are disposed, a field quality check must be made of the data form. Items to be looked for include the following:

- Were any materials missed or erroneously recorded in the wrong column?
- Does the total of all the categories roughly equal the estimated total sample weight, and does the sample weight meet the minimum required weight?
- Has the information from the driver interviews been properly recorded or transferred to the sample data form?

Where possible, the contractor must enter data on the sorted samples into a computer at the time of sorting. The sorted load must be retained until data entry and automated quality control checks are complete. Alternatively, other methods for resolving discrepancies uncovered by the quality control checks may be proposed.

3.) Weekly submittal of data forms and reports. The contractor must e-mail to Metro's project manager all data from each week of sampling by the Tuesday following each week's field work. A simple standardized report that includes the following information must accompany the data forms:

- a) The locations sampled and number of samples sorted.
- b) The personnel present who were sorting samples.
- c) Any problems or special conditions that arose during the field sorting, including missed or substituted samples, weather-related conditions and any injuries or health problems.
- d) If any pre-selected sample was missed, the reason why it was missed, and the sample number of the sample collected and sorted as an alternate.

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All remaining data forms and the final standard report must be delivered to Metro's project manager within seven days of the scheduled date for the last disposal site field sample.

4.) Consultation. Metro expects to carry out all analysis of the waste composition data. However, the contractor must be prepared to respond to any questions or requests for clarification Metro may have about the completed data forms or other reporting, and to give other information as requested about the waste sorted and implementation of the study. A final report will be produced by Metro analyzing the results of the waste sort and calculating disposal rates for business recyclables for the Metro region, as well as how these disposal rates correlate to a recovery rate for those materials.

E. Staffing and Equipment

1.) Staff training. The Contractor must provide training for all staff before the staff conducts field work. This training is vital for maintaining accuracy and consistency in data collection and for ensuring worker safety. Metro will attend the training of sorters in order to ensure consistency with previous studies. Staff involved in interviewing drivers must also receive training to familiarize themselves with the categories of waste generators and truck types used in the survey. In addition, the contractor shall ensure that all staff are trained and familiar with the contractor's health and safety plan.

2.) Health and safety plan. The contractor will follow and provide to Metro a copy of a health and safety plan designed to ensure the safety of the persons working on the study and will ensure that all workers follow the plan requirements.

3.) Required equipment and supplies. The contractor will provide all equipment and supplies necessary for carrying out the project. This includes at least one scale, with 300-pound capacity, capable of reading accurately to 1/10th pound. Another scale with capacity ranging from two to 10 pounds that is capable of reading accurately to 1/100th pound must also be provided for weighing light items in the field. All items or materials that weigh less than two pounds must be weighed on the smaller, more accurate scale. All scales must be practical to operate in field conditions. Proposers will specify the types of scales they will provide and state how they plan to handle scale malfunctions. For ease of data recording and data entry, Metro requests that data be measured and recorded in decimal points.

The contractor will also provide all health and safety equipment, all equipment and supplies necessary for sorting, containing and weighing samples, and temporary shelter when necessary. The proposal will list the equipment and supplies that the contractor will provide.

The contractor will provide a sufficient number of containers to sort waste so that field staff can begin sorting a new load while weighing and recording data are being compiled from previous loads. The selected contractor will also provide sufficient containers to store sorted samples until data entry and quality control checks have been completed for the sample, and any discrepancies, errors, or omissions have been resolved. Alternatively, a proposer can specify another method to resolve discrepancies, errors, or omissions that will not involve retaining the entire sample until computer data entry has been completed.

The contractor will provide and use a digital camera to photograph site locations and waste composition for the disposal site sampling. In addition, trucks used to transport materials to be sampled at the disposal site will be photographed.

The term of the contract is anticipated to be March 2012 through May 2012.

IV. QUALIFICATIONS/EXPERIENCE

Proposers shall have the following experience:

- (1) Acquainted with DEQ waste composition methodology.
- (2) Proficient in data collection, data entry and Excel spreadsheets.

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V. PROJECT ADMINISTRATION

Will Elder, Metro's project manager, will administer the project. Proposer shall identify one point of contact for the resulting contract.

VI. PROPOSAL INSTRUCTIONS

A. Submission of Proposals

Metro recommends proposal submission be emailed to will.elder@oregonmetro.gov or faxed to 503-797-1795. However, one (1) copy of the proposal can be mailed or hand-delivered to Metro, addressed to:

Metro Sustainability Department
Attention: Will Elder RFP 12-2062
600 NE Grand Avenue
Portland, OR 97232-2736

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 Will Elder, will.elder@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 February 29, 2012.

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 ten (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. 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.

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- 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.
 - 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

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shall include the Metro contract number, 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.
- 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	
1. Demonstration of understanding of the project objectives	15
2. Performance methodology	15
Project Staffing Experience	
1. Project consultant/staff experience	15
2. Similar project experience	10
Budget/Cost Proposal	30
1. Projected cost/benefit of proposed work plan/approach	
Diversity in Employment and Contracting	15
1. Work Force Diversity, Diversity in Contracting, Diversity of Firm	
	100%



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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.

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Personal Service Agreement over \$50,000

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 XXXXXXX 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) 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. PROFESSIONAL LIABILITY REQUIRED FOR ARCHITECTURAL & ENGINEERING SERVICES - DELETE PROFESSIONAL LIABILITY INSURANCE LANGUAGE IF NOT REQUIRED

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. Certificate of Insurance shall identify the Metro contract number.

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 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.

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6. Ownership of Documents and Maintenance of Records. Unless otherwise provided herein, all documents, instruments and media of any nature produced by Contractor pursuant to this agreement are Work Products and are the property of Metro, including but not limited to: drawings, specifications, reports, scientific or theoretical modeling, electronic media, computer software created or altered specifically for the purpose of completing the Scope of Work, works of art and photographs. Unless otherwise provided herein, upon Metro request, Contractor shall promptly provide Metro with an electronic version of all Work Products that have been produced or recorded in electronic media. Metro and Contractor agree that all work Products are works made for hire and Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such Work Products.

- a. Contractor and subcontractors shall maintain all fiscal records relating to such contracts in accordance with generally accepted accounting principles. In addition, Contractor and subcontractors shall maintain any other records necessary to clearly document:
 - (1) The performance of the contractor, including but not limited to the contractor's compliance with contract plans and specifications, compliance with fair contracting and employment programs, compliance with Oregon law on the payment of wages and accelerated payment provisions; and compliance with any and all requirements imposed on the contractor or subcontractor under the terms of the contract or subcontract;
 - (2) Any claims arising from or relating to the performance of the contractor or subcontractor under a public contract;
 - (3) Any cost and pricing data relating to the contract; and
 - (4) Payments made to all suppliers and subcontractors.
- b. Contractor and subcontractors shall maintain records for the longer period of (a.) six years from the date of final completion of the contract to which the records relate or (b.) until the conclusion of any audit, controversy or litigation arising out of or related to the contract.
- c. Contractor and subcontractors shall make records available to Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor, within the boundaries of the Metro region, at reasonable times and places regardless of whether litigation has been filed on any claims. If the records are not made available within the boundaries of Metro, the Contractor or subcontractor agrees to bear all of the costs for Metro employees, and any necessary consultants hired by Metro, including but not limited to the costs of travel, per diem sums, salary, and any other expenses that Metro incurs, in sending its employees or consultants to examine, audit, inspect, and copy those records. If the Contractor elects to have such records outside these boundaries, the costs paid by the Contractor to Metro for inspection, auditing, examining and copying those records shall not be recoverable costs in any legal proceeding.
- d. Contractor and subcontractors authorize and permit Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor, to inspect, examine, copy and audit the books and records of Contractor or subcontractor, including tax returns, financial statements, other financial documents and any documents that may be placed in escrow according to any contract requirements. Metro shall keep any such documents confidential to the extent permitted by Oregon law, subject to the provisions of section E.
- e. Contractor and subcontractors agree to disclose the records requested by Metro and agree to the admission of such records as evidence in any proceeding between Metro and the Contractor or subcontractor, including, but not limited to, a court proceeding, arbitration, mediation or other alternative dispute resolution process.
- f. Contractor and subcontractors agree that in the event such records disclose that Metro is owed any sum of money or establish that any portion of any claim made against Metro is not warranted, the Contractor or subcontractor shall pay all costs incurred by Metro in conducting the audit and inspection. Such costs may be withheld from any sum that is due or that becomes due from Metro.

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- g. Failure of the Contractor or subcontractor to keep or disclose records as required by this document or any solicitation document may result in debarment as a bidder or proposer for future Metro contracts as provided in ORS 279B.130 and Metro Code Section 2.04.070(c), or may result in a finding that the Contractor or subcontractor is not a responsible bidder or proposer as provided in ORS 279B.110 and Metro Code Section 2.04.052.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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.
14. 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.
15. 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



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parties. Metro may approve changes and modifications to the original contract, including deletions of work, order of additional materials, and additional services reasonably related to the original work scope. Contractor may propose changes in the work that Contractor believes are necessary, will result in higher quality work, improve safety, decrease the amount of the contract, or otherwise result in a better or more efficient work product. If such changes are approved by

Metro, they shall be executed by written contract amendment signed by both parties. Such changes shall not relieve Contractor of any obligation or warranty under the contract. No oral statements by either party shall modify or affect the terms of the contract.

16. Intergovernmental Cooperative Agreement: Pursuant to ORS 279A and the Metro 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 Contractor 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 Contractor specifically declines to participate in the program by marking the box below, the Contractor agrees to participate in the Intergovernmental Cooperative Purchasing program. **Contractor declines to participate in the Intergovernmental Cooperative Purchasing program as indicated by the following initials _____.** REMOVE THIS SECTION IF IT DOES NOT APPLY TO THE CONTRACT

CONTRACTOR

METRO

By _____

By _____

Print Name _____

Print Name _____

Date _____

Date _____

Request for Proposals - Informal (RFP 12-2062)

1. Purpose and Goal of Work

2. Description of the Scope of Work

3. Deliverables/Outcomes

4. Payment and Billing

Contractor shall perform the above work for a maximum price not to exceed XXXXXXX AND XX/100TH DOLLARS (\$XXXXXX.XX).

INCLUDE HOURLY RATES OR TASK BASED PAYMENTS IF APPLICABLE

The maximum price includes all fees, costs and expenses of whatever nature. Each of Metro's payments to Contractor shall equal the percentage of the work Contractor accomplished during the billing period. Contractor's billing invoices will include the Metro contract number, an itemized statement of work done and expenses incurred during the billing period, will not be submitted more frequently than once a month, and will be sent to Metro, Attention: Accounts Payable, 600 NE Grand Avenue, Portland, OR 97232-2736 or metroaccountspayable@oregonmetro.gov. Payment shall be made by Metro on a Net 30 day basis upon approval of Contractor invoice.