



Measuring Demographics of Communities Served by Metro's Resource Conservation and Recycling Division

RFP 13-2173

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 13-2173 for Measuring Demographics of Communities Served by Metro's Resource Conservation and Recycling Division shall be received by Metro, 600 NE Grand Avenue, Portland OR 97232 until close of business on August 3, 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.

I. INTRODUCTION

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 Measuring demographics of communities served by, and involved with, work of Metro's Resource Conservation and Recycling Division. Proposals will be due as indicated on the RFP cover page. Details concerning the project and proposal are contained in this document.

Metro, the regional government that serves 1.5 million people who live in the 25 cities and three counties of the Portland metropolitan area, provides planning and other services that protect the nature and livability of our region. For more information, visit www.oregonmetro.gov.

II. BACKGROUND/HISTORY OF PROJECT

The mission of the Resource Conservation and Recycling Division (RCR) of Metro's Sustainability Center is to "advance policies and programs that achieve the sustainable and equitable use of materials, energy and resources for all who live, work and play in the region." To this end, RCR adopted a strategic action plan in 2010 that guides the division's work to implement the Regional Solid Waste Management Plan and thereby reduce environmental and health impacts associated with the generation and disposal of waste, reduce toxic chemicals in consumer goods and reduce greenhouse gas emissions associated with the consumption of consumer goods and food.¹ The division also adopted a goal to: Invest in equitable involvement and benefits for all members of the community in implementing the division's strategies and actions.

To enable the division to measure progress toward this goal, it needs better baseline measurements of which demographic sub-groups are currently served and not served by RCR, either directly or through partner organizations funded by the RCR. The work contained within this RFP is focused on the partner organizations' work.

The goals of this project are to:

- Develop a replicable approach for identifying the demographics of communities served by, involved with and engaged with RCR work, as well as communities that RCR does *not* currently reach or engage.
- Gather and assess the demographic data for communities served by RCR funded partners for a full fiscal year, preferably from July 1, 2011 through June 30, 2012.

RCR understands that a key challenge of this project is availability of disaggregated regional demographic data which is culturally relevant from which a baseline of communities served by RCR can be compared. There is a risk that data gaps in regionwide demographic data will make such a comparison difficult. There is also a risk that none or few of RCR's partners collect demographic data currently. RCR invites proposers to suggest ways to address these gaps using best practices.

The following are examples of RCR's major partner-related programs.

Recycle At Work: The Recycle at Work program provides free, customized assistance to all types of businesses throughout the Portland metropolitan area. Through local government partners, the program's outreach specialists help businesses to:

- Identify items that can be recycled.
- Set up recycling service or work with your custodial staff.
- Form a "green team" to motivate co-workers.
- Get tips on reducing waste and purchasing sustainable products.
- Earn recognition for your recycling success.
- Get training and educational materials for your employees.

<http://www.recycleatwork.com/>

Food Donation: Since 1996, Metro's partnerships with food rescue agencies support the dual goals of increasing the amount and quality of fresh and prepared foods donated and reducing the volume of otherwise good food that is sent to the landfill. Donation is the highest and best use for produced and prepared food, and an established system to collect and redistribute donated food exists in the region. Through the Fork it Over! program, other

¹ Regional Solid Waste Management Plan, 2008-2018 Update. <http://www.oregonmetro.gov/index.cfm/go/by.web/id=12852>.

outreach methods and collaborative relationships, Metro seeks to increase food donation by businesses and build awareness around the safety and simplicity of donating fresh and perishable foods.

www.forkitover.org

Natural Gardening: The natural gardening program aims to reduce garden pesticide use by residents of the region, using a community base social marketing framework. The RCR's primary partner is the OSU Extension Service, who conducts educational outreach via their master gardener volunteers, as well as through staff-led programming for the public both supported at least in part by a contract with Metro. Other partners include local governments, soil and water conservation districts and nonprofits that use educational materials developed by the program and by other partnerships within and outside the region.

<http://www.oregonmetro.gov/index.cfm/go/by.web/id=24309>

Healthy Homes: Metro's toxic reduction program aims to reduce use of toxic products in homes, particularly for vulnerable populations. The program meets this objective through community based social marketing of less-toxic alternatives, development of policy and legislation as well as promoting less-toxic practices in Metro's internal facility operations. Community partnerships play an important role in design, development and implementation of the program.

<http://www.oregonmetro.gov/index.cfm/go/by.web/id=38339/level=2>

III. PROPOSED SCOPE OF WORK/SCHEDULE

Metro is seeking proposals from qualified firms to perform the following:

The following are the primary tasks and associated deliverables of this project.

Task 1: Finalize the work scope.

Work with Metro's project manager to finalize the work scope and timeline for the project.

Task 1 Deliverables:

- One kick off meeting with Metro project manager and project team representatives
- Finalized work scope and timeline

Tentative Due Date for Task 1 deliverables: September 24, 2012

Task 2: Determine demographic characteristics to track in a culturally responsive manner.

Work with Metro's project manager and project team to identify which demographic characteristics to track. Work with project manager to obtain feedback from RCR program coordinators to find out which demographics, if any, are currently tracked by programs and Metro's partner organizations. Advise Metro on best practices in culturally responsive demographic tracking. These categories should go beyond traditional Census categories for race and ethnicity and be relevant to communities of color living in the Portland metropolitan region. Work with Metro's project team to select demographic characteristics to track in the baseline.

Task 2 Deliverables:

- Proposed draft list of demographic categories to track in the baseline
- Revised, final list of demographic categories to track in the baseline

Tentative Due Date for Task 2 deliverables: October 29, 2012

Task 3: Determine an approach for collection of baseline data and for ongoing measurement of who RCR currently reaches directly and through partner organization programs funded by RCR.

Identify potential approaches to collection of demographic data. Develop baseline survey or other data collection methods for baseline. Review existing data sources, if applicable. Include best practices for culturally relevant demographic data collection. Traditional data collection methods (e.g., phone survey) and newer methods (e.g., community-based participatory research) are open for discussion. Include the various modes RCR uses for outreach and education, including advertising, marketing, classes and trainings, incentives and grants. Check baseline data collection methods for feasibility and effectiveness at determining a demographic baseline.

Task 3 Deliverables:

- Identify sources of data for the demographic characteristics needed for the baseline

- Draft list of potential data collection methods
- Final list of data collection methods and brief (1-2 page) summary of how the data collection method would be implemented to establish a baseline

Tentative Due Date for Task 3 deliverables: November 5, 2012

Task 4: Establish a baseline and analyze demographics of who RCR currently reaches and engages, intended and actual audiences, in comparison to the demographics of the region as a whole. Identify communities that RCR does not currently reach.

Collect demographic data according to the data collection method or methods identified in Task 3. Compile and analyze data collected. Work with Metro's Research Center to compare baseline to regional demographic context. Based on this comparison, identify communities or demographic groups RCR does not currently reach or engage fully in program work.

Task 4 Deliverables:

- Design data collection methods selected in Task 3.
- Complete collection of demographic data according to the data collection methods selected in Task 3.
- Analysis of demographic data in a summary report not to exceed ten pages in length. Report to include:
 - o Introduction (1 page)
 - o Summary of the findings of the survey or other data collection methods (2 pages)
 - o Communities or demographic groups RCR does currently reach or engage (2 pages)
 - o Communities or demographic groups RCR reaches or engages *less than* dominant groups or not at all (3-4 pages)
 - o Suggested approach for ongoing tracking (1 page)
 - o References or footnotes may be attached to the report and are not included in the ten page report total.

Tentative Due Date for Task 4 deliverables: February 25, 2013

The term of the contract is anticipated to be August 2012 through March 2013.

The budget for this project is up to \$50,000. Please specify in proposals the anticipated, true cost for each of the four tasks listed above. Metro will use information in proposals to determine the budget necessary for the project if proposals differ significantly from the allocated budget.

IV. QUALIFICATIONS/EXPERIENCE

As this scope of work contains a combination of traditional data collection and analysis work and culturally-relevant work, RCR highly encourages interdisciplinary teams to submit proposals. The project manager will make the contact list of interested parties on the RFP available upon request.

Proposers shall have the following experience:

- (1) Experience with culturally-responsive data collection methods, analysis and program evaluation required. Experience and knowledge of best practices for culturally-responsive data collection and demographic analysis.
- (2) Data collection and survey experience. Ability to design and implement large-scale data collection methods and analyze data for key findings. Experience with analysis of collected demographic data to inform project or program design.

V. PROJECT ADMINISTRATION

Molly Chidsey, 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
One electronic (PDF) copy of the proposal shall be emailed to Metro, addressed to:
Metro Sustainability Center
Attention: Molly Chidsey, RFP 13-2173
Molly.Chidsey@oregonmetro.gov
- B. Deadline
Proposals will not be considered if received after the date and time indicated on the RFP cover page.
- C. RFP as Basis for Proposals:
This Request for Proposals represents the most definitive statement Metro will make concerning the information upon which Proposals are to be based. Any verbal information which is not addressed in this RFP will not be considered by Metro in evaluating the Proposal. All questions relating to this RFP should be addressed to Molly Chidsey, Molly.Chidsey@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 July 31, 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 twelve (12) 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 as an electronic file emailed to Molly.Chidsey@oregonmetro.gov.

- A. Transmittal Letter: Indicate who will be assigned to the project, who will be project manager, and that the proposal will be valid for ninety (90) days.
- B. Approach/Project Work Plan: Describe how the work will be done within the given timeframe and budget. Include a proposed work plan and schedule. Please follow the outline of section III. Proposed Scope of Work/Schedule to describe how the proposed approach and work plan would achieve the stated deliverables.
- 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.

While Metro welcomes teams to propose on this RFP, Metro intends to award this contract to a single firm to provide the services required. Other members of the proposed project consultant team shall be subconsultants to a primary firm. 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 and team 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. Indicate the total cost of each task listed in the scope of work. 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. Include whether any MBE, WBE or ESB firms will work on this project as subcontractors or partners.
 - Diversity of Firm – Describe the ownership of your firm and whether or not your firm is certified by the State of Oregon as an MBE, WBE or ESB. Provide certification number, if applicable.
- G. Exceptions to Standard Agreement and RFP: Carefully review the Standard Agreement attached hereto as Exhibit A and incorporated herein. This is the standard agreement that successful respondents to this RFP will be required to execute. RFP respondents wishing to propose any exceptions or alternative clauses to the agreement or to any specified criteria within this RFP must propose those exceptions or alternative clauses in their Proposal; Metro shall not be required to consider contract revisions proposed during contract negotiation and award. Proposed exceptions or alternative clauses should be accompanied by explanatory comments that are succinct, thorough and clear.

VIII. GENERAL PROPOSAL/CONTRACT CONDITIONS

- A. Limitation and Award: This RFP does not commit Metro to the award of a contract, nor to pay any costs incurred in the preparation and submission of proposals in anticipation of a contract. Metro reserves the right to waive minor irregularities, accept or reject any or all proposals received as the result of this request, negotiate with all qualified sources, or to cancel all or part of this RFP.
- B. Billing Procedures: Proposers are informed that the billing procedures of the selected firm are subject to the review and prior approval of Metro before reimbursement of services can occur. Contractor's invoices shall include 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/civilrights.

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	20
2. Proposed project approach	20
Project Staffing Experience	
3. Project staff experience with diversity and culturally-responsive data collection methods, analysis and program evaluation	10
4. Data collection and survey experience	10
5. Similar project experience	5
Budget/Cost Proposal	20
6. Projected cost/benefit of proposed work plan/approach	
Diversity in Employment and Contracting	15
7. Work Force Diversity, Diversity in Contracting, Diversity of Firm	
	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.

Personal Services Agreement - SAMPLE

Metro Contract No. XXXXXX

Personal Services less than \$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.
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 XXXXXXXXXXXXXXXXXXXX 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.
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 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. 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.

17. Severability. The parties agree that any provision of this Contract that is held to be illegal, invalid, or unenforceable under present or future laws shall be fully severable. The parties further agree that this Contract shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never been a part of them and the remaining provisions of the Contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Contract. Furthermore, a provision as similar to the illegal, invalid, or unenforceable provision as is possible and legal, valid and enforceable shall be automatically added to this Contract in lieu of the illegal, invalid, or

unenforceable provision. Any failure by METRO to enforce a provision of the Contract is not to be construed as a waiver by METRO of this right to do so.

18. Counterparts. This Contract may be executed in counterparts or multiples, any one of which will have the full force of an original.

19. Delivery of Notices. Any notice, request, demand, instruction, or any other communications to be given to any party hereunder shall be in writing, sent by registered or certified mail or fax as follows:

To Contractor: Contractor Contact
Firm Name
Address
City State Zip
XXX-XXX-XXXX fax

To Metro: Project Manager Name
Metro
600 NE Grand Ave
Portland, Oregon 97232
503-XXX-XXXX fax

CONTRACTOR

METRO

By _____

By _____

Print Name _____

Print Name _____

Date _____

Date _____

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 shall include the Metro contract number, Contractor name, remittance address, invoice date, invoice number, invoice amount, tax amount (if applicable), and an itemized statement of work performed and expenses incurred during the billing period, and will not be submitted more frequently than once a month. Contractor's billing invoices shall be sent to Metro Accounts Payable, 600 NE Grand Avenue, Portland, OR 97232-2736 or metroaccountspayable@oregonmetro.gov. The Metro contract number shall be referenced in the email subject line. Contractor's billing invoices for services through June 30 shall be submitted to Metro by July 15. Payment shall be made by Metro on a Net 30 day basis upon approval of Contractor invoice.