



Assess Adequacy of Services for the Metro South Station Service Area

RFP 13-2186

Metro Parks & Environmental Services Department

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

Project Manager

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Procurement Analyst

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Notice is hereby given that proposals for RFP 13-2186 to Assess Adequacy of Services for the Metro South Station Service Area shall be received by Metro, 600 NE Grand Avenue, Portland OR 97232 until close of business on August 30, 2012. 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 condition.

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I. INTRODUCTION

The Parks & Environmental Services 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 Assess Adequacy of Services for the Metro South Station Service Area. Proposals will be due as indicated on the RFP cover page.

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

II. BACKGROUND/HISTORY OF PROJECT

The Metro South Station (MSS), located at 2001 Washington St. in Oregon City, Oregon, was constructed in 1983 as the first phase of the 1974 COR-MET plan which envisioned a system of six “milling/transfer stations” at which waste would be received, metals and paper recovered, a fuel for commercial industrial boilers produced and residuals transferred to the nearest of three landfills. The Metropolitan Service District (MSD - a precursor to Metro) issued a request for proposals and received a proposal to develop the current MSS site and produce steam for a nearby paper plant. Private development of the site was eventually cancelled and MSD purchased the site and decided to develop a mass burn facility. In 1982 a charter amendment was adopted by the jurisdiction in which the site is located which banned mass burn facilities. The site was then developed into a pit-type transfer station.

The regional solid waste transfer station system has evolved significantly since the opening of the MSS in 1983. At the time of its opening, this single regional transfer station (the only public station serving the region) was used to reload waste for disposal at the local St. Johns Landfill. The current system is a network of regional and local stations that perform limited materials recovery while transferring the majority of materials received to disposal at distant sites, together with a network of material recovery facilities focused on dry waste recovery and the disposal of the remaining residual. This complex system reflects a shift in the values of the region away from simply efficient disposal, towards a solid waste system that emphasizes sustainable practices that minimize the disposal of waste through the recovery of materials and decreasing the generation of waste. A number of studies¹ have identified specific shortcomings of MSS such as limited space for materials recovery or inefficiently handling certain classes of customers such as self haul. Also, unlike the Metro Central Station servicing the northern portion of the region, MSS’ layout and site constraints limit the provision of services such as commercial organics recovery for its service area that will be needed in the future. These shortcomings provide opportunities to improve solid waste services for the Metro South Station service area.

In order to systematically assess the current and future role of MSS, an assessment and options development project was included in the Solid Waste Roadmap process currently being undertaken by Metro. This process encompasses six projects that will help define the future solid waste disposal system.

¹ The studies listed [HERE](#) also include a description of the Solid Waste Roadmap process, of which this RFP is a part.

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The purpose of this RFP is to conduct the assessment and options development as described in the project proposal contained in Attachment A and as described in this RFP. In preparation for this project, Metro conducted a preassessment exercise to further explore the issues and stakeholders to be examined in this project. The results of the preassessment are contained on this project's website which can be accessed through the agency's [procurement webpage](#). The preassessment identified a number of variables important to meeting the needs of stakeholders and a list of potential stakeholders to be contacted in gathering data during the assessment phase of this project. A summary of issues and stakeholders, together with a ranking of the importance of each issue, is contained in Attachment C.

Metro also solicited the advice of a local public opinion research company to identify options for reaching the proposed stakeholder group. The firm's recommendations are outlined in Attachment D. All proposers can offer differing or expanded/condensed approaches.

Data concerning use of the facility by vehicle type over time is included as Attachment B. A spreadsheet containing the data can be found on the project's website together with other background documents.

III. PROPOSED SCOPE OF WORK/SCHEDULE

Metro has identified a list of tasks below it believes necessary to perform the two major phases of the work- the needs assessment of users and other stakeholders, and developing options to meet the needs identified. Proposers are invited in their proposals to expand upon or alter how they would accomplish the work to meet Metro's desired outcomes for this project in the most cost effective manner.

1. **Needs Assessment Phase:** The goal of this phase of the project is to develop a comprehensive and integrated assessment of the facility's strengths and shortcomings for use in the development of options that could improve performance. Proposers are expected to identify methodologies to gather information in the tasks listed below and are invited to expand upon or alter any particular task description.

As a first step in this process, the key issues to be explored from each group should be identified. Based on the preassessment study and the review of facility data available, Contractor shall propose a list of the key variables on which data should be gathered from stakeholder groups. Metro and Contractor shall review the proposed list and determine the data requirements for the needs assessment phase that will become the basis for the proposed data gathering tasks. This preliminary list will be used to develop the appropriate research tools to contact the following stakeholder groups.

- a. **Self-haul Survey:** An intercept survey is necessary to gather information from the self-haul users of MSS. Metro is particularly interested in gathering information about commercial self-haul

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customers to explore the services that would improve this group's experience at the facility while improving recovery and reuse of the materials they deliver.

The following steps are envisioned for the survey. Two sampling periods are recommended to capture seasonal variations. Depending on cost, Metro may wish to expand this task to its Metro Central facility.

- i. Develop Questionnaire:** Develop questionnaire through review of past surveys (the most recent 2008 survey is on the project's website), interviewing Metro staff, the contract operator staff and/or a sampling of facility users through focus groups or other techniques as appropriate. Determine appropriate sample size and approach, and the key variables to be measured from the self-haul subgroups.
 - ii. Administer Questionnaire:** Conduct the interviews during two discreet seasons to capture seasonal variations related to such things as yard waste or the construction seasons.
 - iii. Analyze Results:** Conduct appropriate analysis to develop both a comprehensive view of how the facility serves this user group in the context of other users of the facility such as commercial haulers, as well as identifying the discreet subsets of self haulers and their characteristics.
- b. Contact Key Stakeholders:** The Preassessment Report identified a number of performance issues that need to be examined during this project, together with a brainstormed list of key stakeholders to be contacted. The purpose of this phase of the project is to gather information from the key stakeholders other than the groups contacted during the intercept survey. As part of this phase a plan will need to be developed to keep stakeholders informed as the project progresses and as a means to solicit feedback on identified solutions. Key stakeholders can generally be grouped into the following entities:
 - i. Commercial Users:** A number of solid waste collection firms utilize the facility. Generally the users can be divided into small firms that are independently owned and serve a limited number of franchised areas that use the facility as their primary disposal location; and large national firms that utilize both MSS as well as other stations some of which they may own. Data on usage of the facility by firm will be made available on a confidential basis. Methods of gathering information from this group will probably involve contacting both management and front line drivers to develop a complete picture of the role of the facility. These firms are also members of trade associations.
 - ii. Operations Personnel:** The site is operated by a private firm under contract to Metro, and Metro personnel are onsite as the scalehouse operator and operator of the onsite household hazardous waste facility. Metro also has a contract manager for the facility. All these parties have unique needs and insights on how the facility functions and its strengths and

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weaknesses. Contractor shall gather information from these groups as to the strengths and weaknesses of the facility and how it could be improved.

- iii. Other Public/Private Sector Stakeholders:** MSS provides a vital service in the context of the regional solid waste disposal system (a map of the system is contained in Attachment F). In this system, collection is regulated by local governments that set the rates for its citizens and where private solid waste facilities are regulated by Metro but whose rates are unregulated but must compete with Metro's. Also, MSS is located in a community that has been designated a regional center and is located across from a large retail store and the adjoining property will probably undergo further development. In order to understand the context of the facility within the surrounding community, Contractor shall identify and gather information from the following:
- Key government stakeholders with interests in this system to attempt to understand the context of the facility currently and in the future and how this affects the development of options. This should include understanding other Solid Waste Roadmap projects and how their possible outcomes may impact this project.
 - Non-solid waste businesses and development groups with interests in the surrounding area.
 - Neighborhood groups which may have interests in the future of the facility (Metro has an enhancement program that should be reviewed for appropriate community contacts).
- c. Traffic/process flow analysis: Contractor shall analyze and map the flow of traffic, materials and processes both onsite and in the immediate vicinity of the facility. The purpose of this task is to develop an understanding of how the facility performs its functions, any problems (particularly with respect to safety) and shortcomings, as the basis for potential improvements. The analysis should include an examination of the impacts of the "Jughandle" construction project on traffic once it is completed. It should also include an analysis of impacts of additional retail developments in the surrounding area and Oregon City Regional Center should they occur. A list of issues identified by staff is included in the preassessment report and additional issues should be identified through task a. and b. above.
- d. Material Recovery: A primary goal of the Regional Solid Waste Management Plan (a copy is available on the [Metro website](#)) is to minimize the disposal of materials. Currently the facility is recovering approximately 18% of the dry waste entering the facility (see the contract analysis contained on the project's website). Proposals (also posted on the project website) received in 2009 to operate the facility concluded that in order to dramatically increase recovery, material would need to be processed offsite. Contractor shall conduct an analysis of how to improve material recovery by utilizing techniques such as the following:

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- c. Prioritize Solutions: Based upon the previous steps, Metro and the Contractor shall develop a list of options to pursue in more detail.
- d. Develop Conceptual Plans: Contractor shall develop conceptual level plans and cost estimates for the selected options for the MSS services area. Plans for each option should be presented with a cost/benefit analysis discussing cost estimates, advantages, disadvantages and impacts. A report containing this information as well as policy implications shall be a deliverable for this task.
- e. Ranking & Option Refinement: Utilizing the Solid Waste Roadmap Policy Objectives (see Attachment E), Contractor shall develop a method to rank the options. Metro will then decide if additional refinement of selected options is required and, if so, Contractor shall develop the additional information requested.
- f. Presentations: Contractor shall make a presentation of its findings to select Metro staff, and follow-up with additional information as requested. It is anticipated that the Contractor will make an additional presentation to the Metro Council at one of its work sessions.
- g. Report: Contractor shall prepare a final report detailing the research and findings.

IV. QUALIFICATIONS/EXPERIENCE

Proposers shall have the following experience:

- (1) Experience conducting a needs assessment for solid waste transfer facilities.
- (2) Experience in the redesign of solid waste transfer facilities.

V. PROJECT ADMINISTRATION

Chuck Geyer, Metro's project manager, will administer the project. Proposer shall indicate one point of contact for the resulting contract.

VI. PROPOSAL INSTRUCTIONS

A. Submission of Sealed Proposals

Six (6) paper copies and one (1) electronic version of the proposal shall be furnished to Metro in a sealed envelope, addressed to:

Metro Procurement Services
Attn: Julie Hoffman, RFP 13-2186
600 NE Grand Avenue
Portland, OR 97232-2736

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- 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 julie.hoffman@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 will not respond to questions received after 3:00 pm on August 22, 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 Services, 600 NE Grand Avenue Portland, OR 97232, 503-797-1648.

VII. PROPOSAL CONTENTS

The proposal should contain no more than twenty five (25) pages of written material (excluding biographies, resumes 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, folders, binders 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 of \$250,000. This portion of the proposal should follow the tasks contained in the scope of work and describe how the proposer will accomplish the work and/or alternatives to the tasks contained in the RFP. **For the assessment phase**, provide detail on sample size for the intercept survey and proposed research/analysis techniques to be used. **For the option development phase** provide sufficient detail on how you propose to prioritize options.
- 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 sub-consultant work and shall be responsible for the day-to-day direction and internal management of the consultant effort.

- D. Experience: Indicate how your firm meets the experience requirements listed in section IV. of this RFP. List projects conducted over the past five years which involved services similar to the services required here. For each of these other projects include the name of the customer contact person, his/her title, role on the project, and telephone number. Identify persons on the proposed project team who worked on each of the other projects listed, and their respective roles.
- E. Cost/Budget: List hourly rates for personnel assigned to the project (including detailing subcontractors) and estimated hours. Requested categories of expenses should also be listed. Provide an estimate of the percentage of the project budget that will be needed to accomplish the work.
- 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

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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. Sustainable Business Practices

- Environment: Describe your business practices to reduce environmental impacts of your operations. This may include energy efficiency, use of non-toxic products, alternative fuel vehicles, waste prevention and recycling, water conservation, green building practices, etc.
- Economy: Describe your support of local businesses and markets within the Portland Metro region. Include what steps your company has taken in the past to support local businesses, and what steps would be taken if selected for this project.
- Community: Describe the employee compensation structure of your organization. Include wage scales for employees, including trainee, probationary, entry level, journey level, and supervisory. Also include policies regarding annual cost of living adjustments (COLA) to employee wages. Details of the healthcare program (including, medical, dental, prescriptions, preventive care, etc.) as well as out of pocket and deductibles, and employee contributions for themselves and family members. All other employee benefits are to be including, such as vacation, sick leave, pension, disability insurance, profit sharing, childcare, health memberships, company vehicle, public transportation, etc.

- H. 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.

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- 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.

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 firm(s). Award will be made to the highest ranked Proposer according to the evaluation criteria. If contract negotiations are unsuccessful with the highest ranked firm, Metro reserves the right to enter into negotiations with the next highest ranked Proposer.

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- B. Evaluation Criteria: This section provides a description of the criteria which will be used in the evaluation of the proposals submitted to accomplish the work defined in the RFP

Percentage of Total Score

Project Work Plan/Approach

- | | | |
|----|--|----|
| 1. | Demonstration of understanding of the project objectives | 15 |
| 2. | Performance methodology/Project Approach | 25 |

Project Staffing Experience

- | | | |
|----|-------------------------------------|----|
| 1. | Project consultant/staff experience | 20 |
| 2. | Similar project experience | 10 |

Budget/Cost Proposal

- | | | |
|----|---|----|
| 1. | Projected cost/benefit of proposed work plan/approach | 10 |
|----|---|----|

Diversity

- | | | |
|----|---|----|
| 1. | Work Force Diversity, Diversity in Contracting, Diversity of Firm | 10 |
|----|---|----|

Sustainable Business Practices

- | | | |
|----|---------------------------------|----|
| 1. | Environment, Economy, Community | 10 |
|----|---------------------------------|----|

Total 100%

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 Metro Procurement Officer, 600 NE Grand Avenue, 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 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 before making a final determination regarding the issuance of the Notice of Intent to Award the agreement rising 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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Attachment A: Project Proposal

Project name: SW Roadmap Project #2- Assess Adequacy of Services for the Metro South Station (MSS) Service Area	Proposed project start date: (Upon approval)
Proposed project manager: Chuck Geyer, Principal SW Planner	Proposed project due date: 18-24 months after start
Project sponsor: Paul Ehinger, SW Operations Director	Project champion: Scott Robinson, Deputy COO
Problem or opportunity to be addressed by this project: <p>The regional solid waste transfer station system has evolved significantly since the opening of the Metro South Station (MSS) in 1983. At the time of its opening, this single regional transfer station (the only public station serving the region) was used to reload waste for disposal at the local St. Johns Landfill. The current system is a network of regional and local stations that perform limited materials recovery while transferring the majority of materials received to disposal at distant sites; together with a network of material recovery facilities focused on dry waste recovery and the disposal of the remaining residual. This complex system reflects a shift in the values of the region away from simply efficient disposal, towards a solid waste system that emphasizes sustainable practices that minimize the disposal of waste through the recovery of materials and decreasing the generation of waste. A number of studies have identified specific shortcomings of MSS such as limited space for materials recovery or efficiently handling certain classes of customers such as self haul. Also, unlike the Metro Central Station servicing the northern portion of the region, MSS' layout and site constraints limit the provision of services such as commercial organics recovery for its service area that will be needed in the future. These shortcomings provide opportunities to improve solid waste services for the Metro South Station service area.</p>	
Project description: <p>Staff will conduct a comprehensive review of the solid waste transfer system for the Metro South Station service area. The review will examine the current distribution of services for the main transfer station materials- wet/dry waste, as well as by customer types- commercial/self-haul; and various subsets of these classifications. A needs analysis will then be conducted to determine where service gaps exist both currently and in the future. The analysis will include an examination of known system needs such as problems associated with self-haul at Metro South Station, a lack of commercial organics transfer capacity and implementing sustainable practices throughout the transfer system.</p> <p>The project will then identify the options available to improve the MSS regional solid waste transfer system and the tools available to Metro to accomplish each option. Specific projects associated with Metro facilities will be examined to a level adequate for generating conceptual cost estimates.</p> <p>Preliminary results will be presented to decision-makers to guide additional research prior to final project recommendations.</p>	
Project objectives/outcomes: <ul style="list-style-type: none"> • Meet the short and long run needs of MSS service area customers 	
Expected impacts/effects of project: Long-term changes of Metro South service offerings. Could result in expansion, no change, or reduction in services to citizens of the region.	
Project deliverables: A set of recommendations for the MSS service area including: <ul style="list-style-type: none"> • A needs assessment for customers served by the MSS transfer station • A review of the current state of sustainable practices and future opportunities • Options to address transfer service inadequacies by material and/or customer types • Associated policy decisions and methods to accomplish an option • A concrete list of projects with preliminary cost estimates to improve the system 	

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Key milestones (based on deliverables):

- Completion of needs assessment comparing current services with current and future customers demand for transfer services
- Development of policy and program options for key decision makers
- Decisions on options to developed in more detail
- Cost/benefit analysis based on preliminary estimates of project cost and service impacts

Major constraints, identified risks and key assumptions:

The major constraints for the project are the amount of time needed to accomplish the project objectives and the constraints of the MSS site. While the needs assessment, policy and project decisions are expected to be completed within 18 to 24 months implementing projects can have much longer timelines. Given the site constraints it is expected, that relocation of some or all of the service needs identified may be an identified option with particularly long implementation timelines.

Risks involved with the project include opposition from private sector interests impacted by recommendations, as well as communities impacted.

Key assumptions for the project as identified in the SW Roadmap are that MSS is currently inadequate to obtain the recovery rate achieved at the Metro Central Station, cannot offer commercial organics transfer services, long self-haul vehicle queue times

Involved Metro work teams (check all that apply):

- Office of Metro Attorney Office of the Auditor Human Resources Information Services
 Finance and Regulatory Services Communications Office of the COO Council Office
 Strategy Center Planning and Development Research Center Sustainability Center
 Parks and Environmental Services Oregon Zoo MERC

Project stakeholders:

Self-haul and commercial solid waste customers utilizing MSS transfer services; owners of solid waste/recycling facilities in the service area; local governments of the service area and property owners near any proposed new facilities

Items/Issues specifically excluded from this project: "Highest and Best Use Analysis" for the site as other than a solid waste facility.

This project connects to the following [Regional Values](#):

Leadership on climate change
 Equity
 Clean air and water
 Economic prosperity

Proposed performance measures for this project: If a decision on how to proceed to the implementation phase of the overall project is made.

Related projects (are there other projects that are related to or dependent upon this one?):

All the other Roadmap projects are closely related. Project success will depend on staff's ability to estimate costs and system performance/accessibility for the various configuration options, such as through Waste Flow Simulation modeling.

Communications (What communications plan has been or will be developed?)

Metro's Communications Department will be enlisted to develop a long-term engagement plan with customers and other stakeholders.

Other issues to consider:

Appropriate jurisdictions for a new facility; opinions of potential competitors.



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Resources expected for this project (budget, contracted professional services, materials, etc.): PES solid waste operations- professional services not to exceed \$250,000.	
Estimated total staff hours needed: 18 to 24 months of 1.5 FTE	Estimated cost and source of funds: M&S \$250,000 for the duration (est.)
Project approved by project sponsor (signature and date)	Project approved by project manager (signature and date)

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Attachment B: Tonnage Data for MSS

Vehicle	Inbound Tons of MSW					Inbound Loads of MSW					Average Load Size (tons except where indicated)				
	South					South					South				
	2007	2008	2009	2010	2011	2007	2008	2009	2010	2011	2007	2008	2009	2010	2011
Front Loader	49,691	48,595	45,869	52,073	44,364	6,110	6,277	6,254	6,990	6,409	8.1	7.7	7.3	7.4	6.9
Rear Loader	24,419	21,491	19,073	19,233	16,710	3,952	3,718	3,377	3,503	3,063	6.2	5.8	5.6	5.5	5.5
Side Loader	57,768	56,916	51,770	52,502	60,641	9,442	9,332	8,775	8,489	9,776	6.1	6.1	5.9	6.2	6.2
Compacted DB	31,157	29,503	26,700	25,560	23,545	6,774	6,568	6,268	5,922	5,504	4.6	4.5	4.3	4.3	4.3
Loose DB	35,274	25,593	22,818	19,083	21,902	12,328	9,265	7,852	6,585	7,053	2.9	2.8	2.9	2.9	3.1
Self Haul Vehicles	84,725	74,598	66,850	64,723	59,440	184,289	162,360	146,532	137,639	128,839	919	919	912	940	923
Other Types*	2,713	2,202	2,775	4,069	2,985	1,090	990	1,051	1,546	1,318	2.5	2.2	2.6	2.6	2.3
Total	285,748	258,896	235,854	237,242	229,587	223,985	198,510	180,109	170,674	161,962	1.28	1.30	1.31	1.39	1.42

lbs

* "Other Types" Includes tankers, transfer trailers, truck tractors, special types, transfer trucks, and not specified vehicle types.

Vehicle	Proportion of total MSW					Proportion of Loads				
	South					South				
	2007	2008	2009	2010	2011	2007	2008	2009	2010	2011
Front Loader	17.4%	18.8%	19.4%	21.9%	19.3%	2.7%	3.2%	3.5%	4.1%	4.0%
Rear Loader	8.5%	8.3%	8.1%	8.1%	7.3%	1.8%	1.9%	1.9%	2.1%	1.9%
Side Loader	20.2%	22.0%	21.9%	22.1%	26.4%	4.2%	4.7%	4.9%	5.0%	6.0%
Compacted DB	10.9%	11.4%	11.3%	10.8%	10.3%	3.0%	3.3%	3.5%	3.5%	3.4%
Loose DB	12.3%	9.9%	9.7%	8.0%	9.5%	5.5%	4.7%	4.4%	3.9%	4.4%
Self Haul Vehicles	29.7%	28.8%	28.3%	27.3%	25.9%	82.3%	81.8%	81.4%	80.6%	79.5%
Other Types*	0.9%	0.9%	1.2%	1.7%	1.3%	0.5%	0.5%	0.6%	0.9%	0.8%

Vehicle	Proportion of Dry Waste Tons					Proportion of Dry Waste Loads				
	South					South				
	2007	2008	2009	2010	2011	2007	2008	2009	2010	2011
Loose DB	29.4%	25.5%	25.4%	22.8%	26.9%	6.3%	5.4%	5.1%	4.6%	5.2%
Self Haul Vehicles	70.6%	74.5%	74.6%	77.2%	73.1%	93.7%	94.6%	94.9%	95.4%	94.8%

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Attachment C: List of MSS Performance Issues
 (As contained in Redfender Consulting's Preassessment Report available on the project's website)

#	PRIORITY	ISSUE	SPEAK WITH?
1	Urgent	Space constrained (storage, queuing)	Commercial haulers Other cities/other systems w/satellites Self-haulers
2	High	Can't offer every service customers want with current layout (e.g., commercial organics recovery)	Users of facility Local governments Regulators who are cleaning up illegal dump sites Central and private customers (ECR)
3	High	Maximizing material recovery can't be accommodated	Transfer station operators End market representatives
4	Medium	No ability to quickly drop off recycling without going through scale house and entering facility	Other facilities that have had a self-haul problem (and how their solutions have worked) Self-haul customer
5	Low	Need more space to generate LEED recovery reports by load (waste characterization; spot weights and measure studies)	LEED folks Other operators
6	Low	Fraudulent out-of-area drop activity may be encouraged by lack of service cost and/or convenience	Regulators
7	Medium	Not enough emphasis on reuse (encourage reuse at the site)	Markets Contractors Rebuilding center , Habitat West Vancouver Lane County
8	Medium	Safety concerns because of the unsignalized intersection	Commercial haulers (who use bypass lane) Oregon City (how they decide when back gate is a safety issue)
9	High	Concerns about facility in/out traffic flow	Customers Emergency responders City of Oregon City
10	High	On-site transportation safety (e.g., trailer movement)	Metro Operator Customers Transporters

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#	PRIORITY	ISSUE	SPEAK WITH?
11	Medium	Inability to pick the wet waste	Operators
12	Low	General attitude that recycling is “free” affects consumer behavior	Opt-In Survey?
13	Low	Generational thinking (“Grandpa went to the dump, so I have to.”)	Survey
14	Medium	Facility not properly marketed	Competitors
15	Medium	Private facilities have competitive advantage compared to MSS (they won’t take self-haul customers)	1. MapCore ³ PM for Transfer System
16	High	2019 disposal contract expiration-could it bankrupt MSS	1. Metro MapCore PM’s for TS and Disposal
17	Low	Impact of rising fuel costs vis-à-vis usage patterns	1. Metro MapCore PM for system System
18	High	Impacts of development in surrounding area (town center developments, Max Green Line)	1. OR City Officials 2. County Officials 3. County Land Use Transportation Planners 4. ODOT 5. Metro Planning Personnel 7. Development Community
19	Urgent	How to improve material recovery now that it's become a primary activity (and who are we recovering for?)	1. Mapcore 2. Urban Ore; other facilities

³ MapCore is Metro’s internal planning group for the Solid Waste Roadmap process.

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Attachment D: PROPOSED METHODOLOGIES FOR NEEDS ASSESSMENT RESEARCH

(Prepared by DHM Research, Metro's contractor for its OPT-IN online survey tool which is available for this project)

Research Purpose: Conduct public opinion research with Metro South Station (MSS) groups to help Metro understand perceptions and needed improvements of MSS from user perspectives.

Population targets:

- Self-Haulers
- Commercial haulers
- Operational Staff
- Key stakeholders:
 - Public stakeholders
 - Neighborhood groups
 - Surrounding businesses

1 | GROUP: SELF-HAUL CUSTOMERS

To assess self-haul customers attitudes, including residents and small businesses, we recommend the following approaches.

Intercept Interviews: This approach is recommended because it is an efficient way reach self-haulers and ask about their experiences with MSS. The haulers are present at the facility and can be asked to complete the survey on site. This approach allows survey questions about self-haulers experience with their specific visit, including site conditions, problems, and ideas for facility improvements. The interview questionnaire should be largely consistent with Metro's 2008 study. Additional interview questions should also be considered to address new and evolving issues. Employing the same methodology and a consistent interview guide will allow for valid comparisons over time.

Design:

- N=1,000
 - Quotas set to obtain minimum completed surveys from key self-hauler types and other key characteristics (e.g., frequency of use, business size, residential users, day of week, etc.) to allow for subgroup analysis
- Administered on site by trained and experienced interviewers
- Benchmark 2008 findings
- Expand on questionnaire
- Provide small incentive for competing interview (e.g., \$5 off of that day's fee or a Starbucks gift card)

Focus Groups: Focus groups are small group discussions, typically with six to eight participants, led by a professional moderator. The participants are carefully selected based on their demographic and psychographic profiles to ensure they are representative of the study population, in case self-haulers at MSS. Focus groups will allow for open-ended discussions about self-haulers concerns, priorities, and ideas for facility improvements. Focus groups should incorporate both written exercises and group discussions to establish baseline of opinions and measure changes through the group. While focus groups are not statistically valid assessments, they offer the following advantages:

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- Ability to show participants stimulus materials
- Flexible conversations that allow the moderator to ask probing and clarifying questions
- Add qualitative context to quantitative research
- Video recorded focus group sessions can be edited and included in presentations

Design:

- Recruited from intercept surveys
- Two (2) groups for group-to-group validation of findings
- Development of topic guide and appropriate stimulus material
- 120 minute sessions held at a professional facility
- Operator controlled video
- Participant incentives (typically from \$75 - \$100)

Analysis from this research will include:

- Current perceptions of MSS and identified improvements from a user perspective
- An examination of the known system needs, such as problems associated with self-haul
- How to improve commercial organics transfer capacity and implementing sustainable practices throughout the transfer station

2 | GROUP: COMMERCIAL USERS

To assess commercial customers' attitudes, we recommend an online survey.

Online survey: Although the potential exists to do intercept interviews with commercial users, past experience has proven that it is difficult. Frontline drivers are "on the clock" and reluctant to volunteer their time to complete an interview on site. Rather, it is recommended that they be giving instructions by MSS personnel to complete an online survey about the MSS, which they can do at their convenience. Pre-notification letters and emails should be sent to owners and managers at regional commercial hauling companies to inform them about the survey and to encourage their employees to complete the survey. A similar online survey would be constructed for management, which they too would be able to take at their convenience.

Design:

- N=100
- Online survey initiated via email to regional commercial hauling businesses and informational handouts at MSS
 - Offer an incentive to increase participation (e.g., raffle for an iPad, etc.)
- No longer than a 10 minute survey (about 30 total questions)
- Specific questions for frontline haulers and management may be added through a skip pattern
- Survey hosted on a secure DHM server, available 24/7
- DHM represented as independent, third party responsible for collecting feedback
- Confidential and anonymous survey (DHM will collect first name and best contact information for the raffle but survey responses will not be linked to employees)

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Alternative- As an alternative to online surveying of commercial drivers, Metro would consider an onsite survey of drivers if deemed more effective. Metro would assist in securing permission from the firms.

Analysis from this research will include:

- Current perceptions of MSS and identified improvements from a commercial user perspective
- An examination of the known system needs, such as problems associated with commercial disposal
- How to improve commercial organics transfer capacity and implementing sustainable practices throughout the transfer station

3 | GROUP: OPERATIONS PERSONNEL

To assess attitudes of operation personnel, we recommend an online survey.

Online survey: We recommend administering an online survey to MSS operations personnel. An online survey is a low-cost and reliable means to collect information from employee groups. The online survey would allow MSS personnel to assess the facility's operations, its strength and weaknesses, and suggestions for improvements.

Design:

- Online survey initiated via email and promoted throughout the organization
- Metro to invite participation and promote the survey
 - At least two reminders
 - Offer an incentive to increase participation (e.g., raffle for an iPad, etc.)
- Target 50% participation
- No longer than a 10 minute survey (about 30 total questions)
- Specific questions for workgroups may be added through a skip pattern
- Survey hosted on a secure DHM server, available 24/7
- DHM represented as independent, third party responsible for collecting feedback
- Confidential and anonymous survey (DHM will collect first name and best contact information for the raffle but survey responses will not be linked to employees)

Analysis from this research will include:

- Current perceptions of MSS and identified improvements from a customer service/employee perspective
- An examination of the known system needs, such as problems associated with self-haul and environmental protection
- How to improve commercial organics transfer capacity and implementing sustainable practices throughout the transfer station

4 | GROUP: KEY STAKEHOLDERS

To assess attitudes of elected officials, surrounding businesses, neighborhood groups, and other public officials, we recommend 1:1 interviews.

1:1 Interviews: We recommend conducting in-depth interview with key stakeholders identified by Metro. In-depth interviewing is an effective method to measure knowledge and opinions of stakeholders and also carries

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with its valuable benefits for public relations and public involvement. For instance, a carefully constructed questionnaire can leave respondents knowing more, and being more supportive, of the sponsor without necessarily sensitizing them to answer questions in a certain way.

Design

- N=20
- Develop in-depth interview topic guide
- List of key stakeholders provided by Metro
- 20 minute interview by an experienced interviewer conducted by telephone
- Incentives should be considered, but are not typically necessary for key stakeholder to participate in research that is highly relevant to them

Analysis from this research will include:

- Identify knowledge and awareness of MSS among key stakeholder groups, perceptions of programs, and ideas for improvements
- Build goodwill among key stakeholder groups by including them in the research and planning process

DISCLAIMER: The material contained in this attachment are of an advisory nature only. Proposers are encouraged to consider cost effective alternatives to achieve the desired results.



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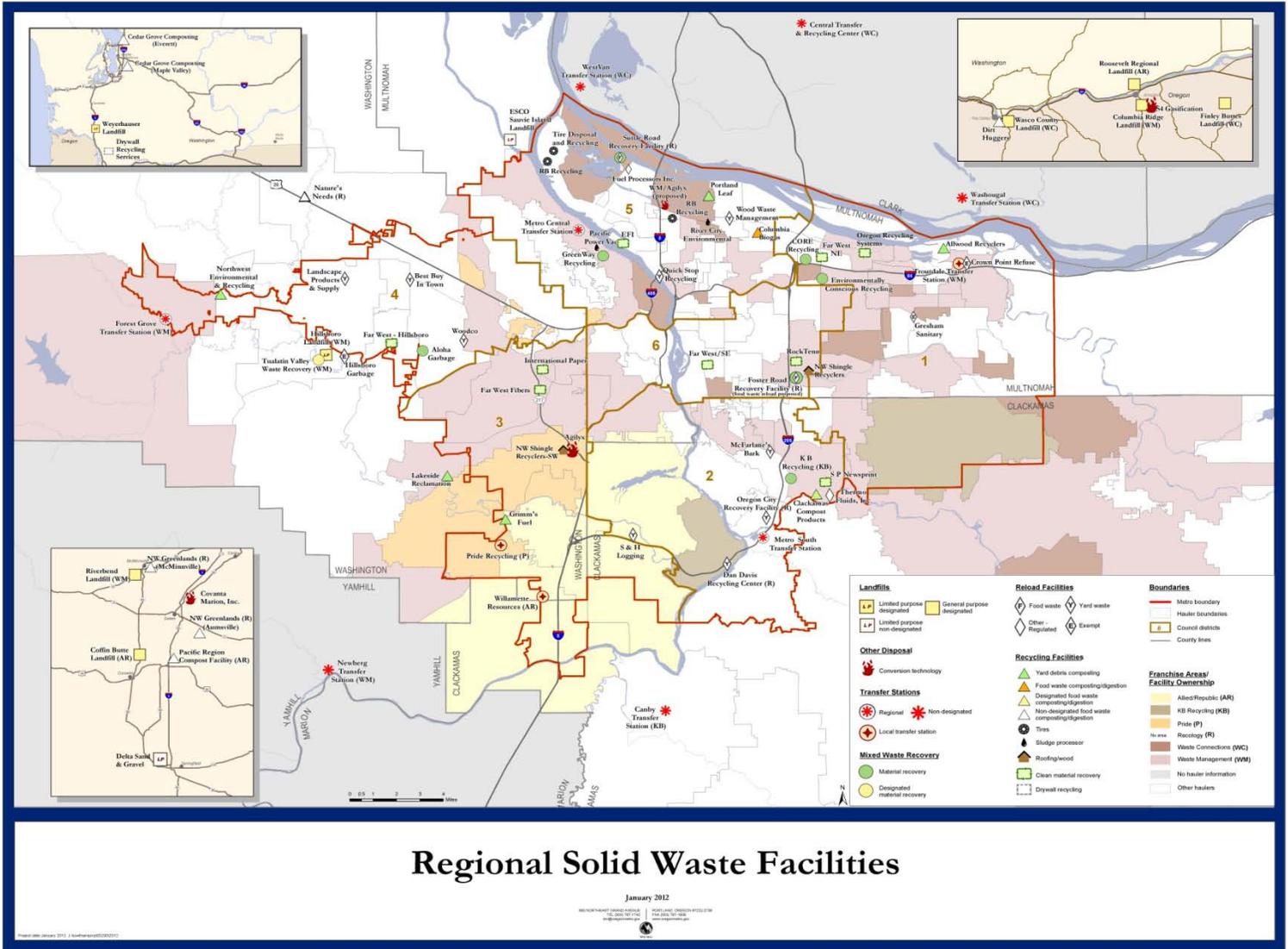
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Attachment E: Solid Waste Roadmap Project Objectives

- Protect the environment & human health
- Promote fairness and equity
- Minimize cost to ratepayers for disposal
- Ensure the system is financially viable
- Maximize public use value of Metro TSs
- Flexibility to adapt to new technologies
- Minimize implementation risk
- Create green jobs in the region

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Attachment F: Regional Solid Waste Facilities Map



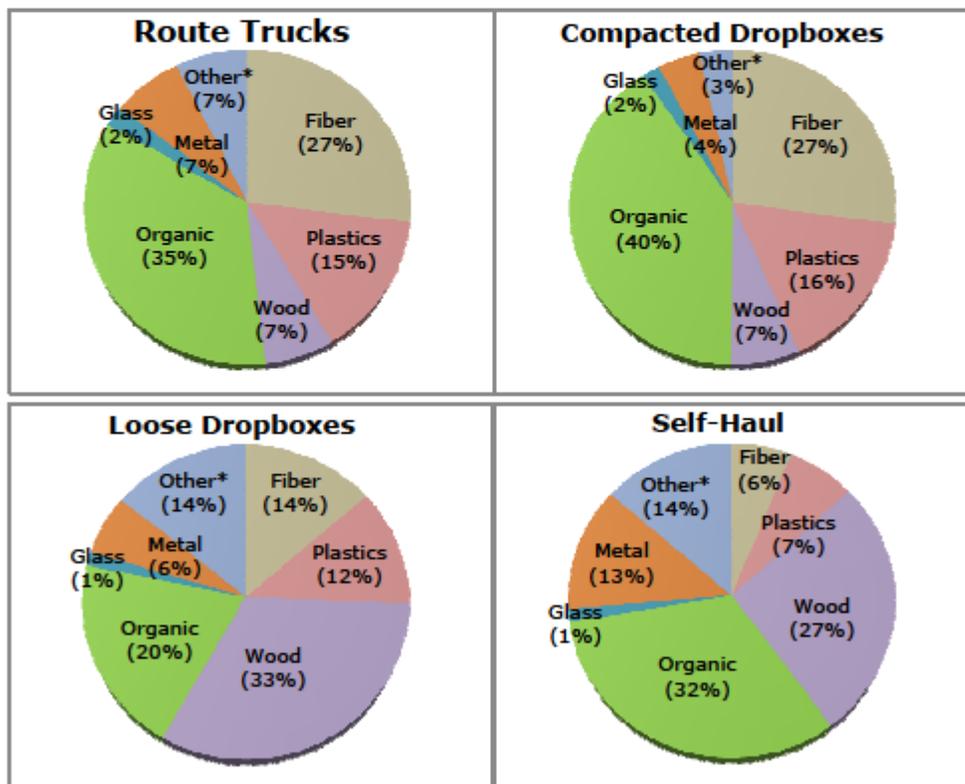
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Attachment G: 2005 Waste Composition Study Excerpt

Waste Composition of Year 2005 Deliveries to MCS & MSS

Composite Samples (pounds)

	Route N=68	Compacted N=23	Loose N=32	Self-Haul N=43
Fiber	4,152	1,464	1,203	637
Plastics	2,240	879	1,060	730
Wood	1,035	353	2,870	2,761
Organic	5,356	2,160	1,754	3,351
Glass	323	100	122	140
Metal	1,108	233	546	1,315
Other*	1,144	183	1,252	1,414
	15,358	5,372	8,807	10,348



*Other includes inert materials, animal and medical wastes, and hazardous materials.



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Exhibit A: Sample of 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 parties. Metro may approve changes and modifications to the original contract, including deletions of work, order of



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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. 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.

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

18. 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
---	---

19. 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

By _____

Print Name _____

Date _____

METRO

By _____

Print Name _____

Date _____



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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.