



Waste Reduction Education Outdoor Immersion Program Providers

RFQ 12-1980

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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Notice is hereby given that proposals for RFQ 12-1980 for Waste Reduction Education Outdoor Immersion Program Providers shall be received by Metro, 600 NE Grand Avenue, Portland OR 97232 until close of business on November 4, 2011. It is the sole responsibility of the proposer to ensure that Metro receives the Proposal by the specified date and time. Proposals may be mailed or delivered. Faxed or emailed proposals will not be accepted. Proposers shall review all instructions and contract terms and conditions.

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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, Oregon 97232-2736, is requesting Proposals to establish a list of qualified providers to receive limited funding for:

Waste Reduction Education Outdoor Immersion Programs

The selected Waste Reduction Education Outdoor Immersion Program Providers (“Approved Providers”) will be placed on Metro’s pre-qualified list of providers approved by Metro as qualified to receive partial reimbursement for a portion of its program. Approved Providers shall remain on Metro’s list for a three (3) year period, subject to an annual program and re-qualification review. Metro, at its discretion, may amend, extend or terminate any or all lists or contracts to reflect the change in service needs. Responses are due as indicated on the RFQ cover page.

Details concerning the Program and Proposal requirements are contained in this document.

II. BACKGROUND

What is Metro?

Metro is the directly elected regional government that serves more than 1.4 million residents in Clackamas, Multnomah and Washington Counties, and the 25 cities in the Portland, Oregon metropolitan area. Metro embodies the region’s commitment to maintain and enhance the livability of the region. A regional approach is especially important for purposes of protecting habitat, open space, caring for parks, planning for the best use of land, managing garbage disposal and increasing recycling.

Program purpose

Research shows that outdoor science education programs offer students opportunities to develop their knowledge and skills in ways that add value to their everyday experiences, showing direct cause and effect of their actions, as well as having a positive effect on their long-term memory because of the memorable nature of the setting. Enhancing the waste reduction education these students receive in an on-site, hands-on environment strengthens the lessons being taught, helping to increase behaviors related to environmental sustainability.

Currently, there are approximately 18,000 sixth-grade students in the Metro region, and only 72% attended an outdoor immersion program during the 2007-08 school year. Participation numbers have dropped even more in recent years. Lack of funding was the primary reason given by schools for not attending an outdoor immersion program, or for attending only a 3 or 4-day program versus a 6-day program.

In 2008, Metro Council voted to include funding to expand waste reduction education through outdoor immersion programs conducted for 6th-grade students in the Metro region (“Waste Reduction Education Outdoor Immersion Program” or “Program”). The purpose of this Program is two-fold:

1. Complement and expand Metro's waste reduction education outreach by integrating waste reduction curriculum and practices into outdoor immersion programs in the Metro region. Metro conservation and education staff will

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work with Approved Providers staff to further refine the waste reduction education and activities currently provided, as well as to enhance the programs to add new activities; and

2. Support and expand the opportunity to integrate approved waste reduction education curriculum into outdoor immersion programs by providing partial reimbursements to school districts whose sixth-grade students attend an approved Waste Reduction Education Outdoor Immersion Program.

Program Funding

To encourage and enhance waste reduction outdoor science education programs, Metro will provide partial reimbursement to pre-approved Waste Reduction Education Outdoor Immersion Program Providers (“Approved Providers”) for 6.5 hours of approved waste reduction curriculum and activities during the course of each 6th-grade student’s week at an outdoor immersion program, as set forth in this RFQ. It is the intent of this Program that Approved Providers will use these funds to extend or maintain programs at a six-day outdoor immersion level, so that the waste reduction education component becomes fully integrated into the student’s outdoor school curriculum and experience. It is also the intent of this Program that Approved Providers will pass on the reimbursement amount they receive from Metro to the applicable school district and/or student.

“Reimbursable students” are 6th grade students or 5th grade students that either 1) attend with a 5/6 grade classroom that attends Outdoor School (ODS) every other year or 2) attend with a school where 6th graders do not participate in ODS; who attend schools located inside the Metro boundary, and/or have paid into the Metro Regional System Fee (or are part of a school district where the majority of its schools are located within the Metro boundary); and for whom no other reimbursement request has been made by any other Approved Providers, and who attended a pre-qualified Waste Reduction Education Outdoor Immersion Program by an Approved Provider as set forth herein. Note: Funds will not be provided in a manner that unconstitutionally promotes or inhibits the establishment of religion.

Reimbursement amounts shall be calculated by Metro on a per-student basis for each school year, and will be based on the amount of funding available from Metro and estimated cost for 6.5 hours of waste reduction education instruction in an outdoor immersion program. The Reimbursement Amount payable to Approved Providers under this Program for spring 2012 is currently estimated to be \$58.00 per student per session, plus a \$3 per student (~5%) administrative fee.

III. DESCRIPTION OF WASTE REDUCTION EDUCATION OUTDOOR IMMERSION PROGRAM

In order to assist expansion of its waste reduction outreach, Metro is seeking to create a group of qualified Waste Reduction Education Outdoor Immersion Program Providers (“Approved Providers”) who are qualified to seek partial reimbursement from Metro for Waste Reduction Education Outdoor Immersion Programs as set forth herein. Metro will provide waste reduction education resources for use by the Approved Providers, as outlined in the Scope of Work to the Personal Services Agreement attached hereto.

An Approved Provider shall demonstrate its ability to provide the following services:

1. Provide at least 6.5 hours of approved waste reduction education curriculum and activities during the course of each student’s week at an outdoor education immersion program, which the outdoor education immersion program must align to State curriculum goals, *see <http://www.ode.state.or.us/teachlearn/real/standards/sbd.aspx>*;
2. Provider’s waste reduction education activities must align to Metro’s waste reduction curriculum goals and objectives as attached in Attachments B and C;
3. Provider’s waste reduction education activities must be integrated into Provider’s current program including field study, interest groups, evening programs, meal programs, recreation, class time with teachers, etc;

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4. Submit written description/lesson plan for waste reduction education curriculum or activities as requested by Metro program manager;
5. Submit statements to Metro following each program season (“season” = each spring and/or fall period containing weekly sessions) detailing the waste reduction education activities completed, and the amount of time for each activity;
6. Submit program assessment to Metro following each program season, assessing program’s effectiveness through pre- and post evaluations (and/or other agreed upon tools) of a representative sample of students from the provider’s service region;
7. Invoice Metro for the number of eligible students attending each week at the end of each fall or spring season for the not-to-exceed amount set forth in the Personal Service Agreement, and demonstrate that each student is eligible for reimbursement; i.e., that the student has attended a pre-qualified Waste Reduction Education Outdoor Immersion Program by an Approved Provider; is a 6th grade student or is a 5th grade student that either 1) attended with a 5/6 grade classroom that attends ODS every other year or 2) attended with a school where 6th graders do not participate in ODS; student attends a school that is located inside the Metro boundary and/or has paid into the Metro Regional System Fee or is part of a school district where the majority of its schools are located within the Metro boundary; and for whom no other reimbursement request has been made by any other Approved Providers;
8. Provider shall pass on Metro’s per/capita reimbursement to school districts or schools, noting Metro reimbursement credit when invoicing schools.

IV. REQUIRED QUALIFICATIONS/EXPERIENCE

An Approved Provider shall have the following qualifications and experience:

1. A proven history and track record of providing hands-on, science-based curriculum in a natural setting;
2. A demonstrated commitment to using waste reduction and resource conservation practices throughout the program facility;
3. Knowledgeable, experienced and qualified teaching and program staff;
4. Background checks are conducted on all adults having contact or access to students, and said background checks disclose no criminal records, drug offenses, or child-related offenses;
5. State the nature and number of complaints, violations, claims, or legal actions that have been threatened or taken against the program or the provider, or any responsible person, employee, volunteer, or subcontractor in the program, in the past five (5) years, where the amount of damage or injury is alleged to be greater than \$50,000 (Fifty Thousand Dollars) or involved a fatality, drugs, alcohol, or sexual misconduct; provide information on payments, settlements, or other resolutions of said incidents;
6. A current program curriculum, showing that it is aligned to State science curriculum goals and meets all federal and state statutory and constitutional laws and requirements;
7. Provider has legal rights to provide a natural setting outdoor immersion program in specifically identified and available facilities for a minimum of 3 days and 2 nights;
8. Provider has the ability and capacity to provide at least 6.5 hours of approved waste reduction curriculum and activities during the course of each student’s week at an outdoor immersion program;
9. Provider has specific and applicable experience, knowledge and skills in evaluating program success and assessing student learning;
10. Provider has specific plan for assessing the program’s effectiveness through pre- and post-tests (or other agreed upon tools) of a representative sample of students from the provider’s service region, following each program season;
11. Provider has specific plan and method for ensuring accurate accounting of student attendance and for submitting accurate reimbursement requests;

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12. Metro's funds will not be used in a manner that unconstitutionally promotes or inhibits the establishment of religion.
13. Provider has the requisite insurance as set forth in the Personal Services Agreement.

V. PROPOSAL CONTENTS

The proposal should contain no more than 10 pages of written material (excluding biographies and brochures, which may be included in an appendix), describing the ability of the consultant to perform the work requested, as outlined below. The proposal should be submitted on recyclable, double-sided recycled paper (post consumer content). No waxed page dividers or non-recyclable materials should be included in the proposal.

The Proposal shall be organized and presented in the following manner and format:

A. Transmittal Letter.

The letter of transmittal shall contain the identification of the Proposer, including business name, tax identification number, address and telephone number; and the name, title, address, telephone number, fax number and e-mail address of the designated project manager. It shall also include a statement that the Proposal meets all qualifications set forth in this RFQ and that it shall remain valid for a period of not fewer than 90 days from the due date of the Proposals.

B. Program Work Plan and Description of Program and Provider Services

- Describe in detail your proposed waste reduction education program curriculum, how it will be delivered/presented to students, and how it will integrate into your current program curriculum.
- Describe in detail how you the proposed program meets each of the criteria set forth in Section III above (regarding "Description of Waste Reduction Education Outdoor Immersion Program").
- Confirm that Provider will provide staff to work cooperatively with Metro education staff to develop waste reduction curriculum and activities.
- Identify the number of days in each session and whether that number is being increased due to this program.

C. Program Facility

- Describe how your facility meets the requirements to provide a waste reduction education outdoor immersion experience.
- Identify the number of days and nights in your program.
- Identify the number of students and the names of the schools and school districts that you anticipate will attend your program each season.
- Describe the current waste reduction practices at your program facilities.

D. Qualifications and Experience

- Describe in detail how your organization, staff, and the proposed program meets each of the criteria set forth in Section IV, above ("Required Qualifications and Experience").
- Describe how you select your contractors, subcontractors, employees and volunteers who will work on the program

E. Staffing/Program Manager Designation

- Identify a single person who will be Metro's main contact.
- Identify a single person as Program Manager who will be responsible for the day-to-day direction and internal management of the program.

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- Identify all individuals who have management control or authority over the program or Provider.

F. Accountability

- Describe how your organization will evaluate the success of the program, including assessment of student learning of waste reduction concepts
- Confirm that Provider will provide staff to work cooperatively with Metro education staff to develop program evaluation and assessment tools.
- Describe how Provider tracks student attendance.
- Describe Provider's plan for forwarding the Metro reimbursement on to schools.
- Describe the outreach efforts your organization will make to expand the number of students served by this Program.

G. Diversity in Employment and Contracting

- Work Force Diversity – Describe your work force demographics (number of employees, race and gender) and the measurable steps taken to ensure a diverse work force, including company policies and practices that promote the hiring and retention of women and ethnic minorities.
- Diversity in Contracting – Describe your history of working with diverse firms, including any MWESB-certified firms. Describe a project for which you worked with minorities, women or emerging small businesses. Please provide the project name, method used to achieve participation – for example, joint ventures, subcontracts or purchase of equipment or supplies from a certified firm – and the dollar amount or percentage of the project budget expended on such participation.
- Diversity of Firm – Describe the ownership of your firm and whether or not your firm is certified by the State of Oregon as an MBE, WBE or ESB. Provide certification number, if applicable.

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.

I. Other Information

Provide any other information that you believe will be helpful in evaluating your Proposal.

VI. PROGRAM ADMINISTRATION

Metro will administer this program; Freda Sherburne, Metro Waste Reduction Educator, will serve as the Metro Project Manager and will manage the resulting contracts. Proposer should identify one point of contact for the resulting contract.

VII. PROPOSAL INSTRUCTIONS

A. Submission of Sealed Proposals.

Three (3) copies of the proposal shall be furnished to Metro in a sealed envelope, addressed to:

METRO
Attention: Sharon Stiffler, RFQ 12-1980
600 NE Grand Avenue
Portland, OR 97232-2736

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B. Proposal Deadline:

Proposals will not be considered if received after the date and time indicated on the RFQ cover page.

D. RFQ as Basis for Proposals

This Request for Qualifications represents the most definitive statement Metro will make concerning the information upon which Proposals are to be based. Any verbal information that is not addressed in this RFQ will not be considered by Metro in evaluating the Proposal. All questions relating to this RFQ should be addressed in writing to Sharon Stiffler at sharon.stiffler@oregonmetro.gov. Any questions, which, in the opinion of Metro, warrant a written reply or addendum will be furnished to all parties receiving this RFQ. Metro will not respond to questions received after 3:00 p.m. on October 28, 2011.

E. 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 RFQ. 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 shall be considered part of the public record, except to the extent they are exempted from disclosure.

F. 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 encourage 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, Oregon 97232, (503) 797-1648.

VIII. 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 by Metro prior to final selection of Approved Providers.

B. Evaluation Criteria: This section provides a description of the criteria that will be used in the evaluation of the Proposals to select qualified Approved Providers:

Curriculum Plan/Approach

35%

- integration of waste reduction education
- assessment plan for student learning of waste reduction concepts
- evaluation of Proposal Contents Sections VI. B and C above
- commitment to working cooperatively with Metro education staff to develop curriculum materials.

Experience/Qualification/Staffing

30%

- demonstrated capacity to meet contract terms
- science-based curriculum aligned with State standards
- immersion in natural setting
- commitment to waste reduction practices
- evaluation of Proposal Contents Sections VI. D and E above

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Accountability**25%**

- program history
- procedure for program evaluation and documentation
- commitment to working cooperatively with Metro education staff to develop evaluation and assessment tools
- procedure for tracking student attendance
- commitment to passing cost-savings on to schools
- evaluation of Proposal Contents Section VI. F above

Diversity in Employment and Contracting**10%**

- Diversity in the workforce
- Diversity in contracting
- Diversity of firm

100%**IX. GENERAL PROPOSAL/CONTRACT CONDITIONS**

- A. **Limitation and Award:** This RFQ 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 RFQ. Note: Funds will not be provided in a manner that unconstitutionally promotes or inhibits the establishment of religion.
- B. **Billing Procedures:** Proposers are informed that the billing procedures of the selected firm are subject to the review and prior approval of Metro before reimbursement of services can occur. Contractor's invoices shall include an itemized statement of schools reimbursed (include student attendance data) during the billing period, and shall be submitted to Metro within thirty days after each season, assuming a two-season per year program. 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 nor 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.

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X. APPEAL OF DECISION

Aggrieved Proposers who wish to appeal their failure to be selected as an Approved Provider pursuant to this RFQ must do so in writing within seven (7) days of issuance by Metro of the notice of intent to select Approved Providers. Appeals must be submitted in writing to **Darin Matthews, Procurement Officer, 600 NE Grand, Portland, Oregon 97232** and must specifically state the alleged deviation of rule or statute by Metro. 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 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.



Attachment A - Personal Services Agreement

For Personal Service Agreements \$50,000 & Up

Metro Contract No. XXXXXX

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) If required by the Scope of Work, Professional Liability Insurance, with limits of not less than \$1,000,000 per occurrence, covering personal injury and property damage arising from errors, omissions or malpractice.

Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS on Commercial General Liability and Automobile policies.

Contractor shall provide to Metro 30 days notice of any material change or policy cancellation.

Contractor shall provide Metro with a Certificate of Insurance complying with this article upon return of the Contractor signed agreement to Metro.

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

6. 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,



Attachment A - Personal Services Agreement

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.
- 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.



Attachment A - Personal Services Agreement

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.

CONTRACTOR

METRO

By _____

By _____

Print Name _____

Print Name _____

Date _____

Date _____

Attachment A – Personal Services Agreement

Metro Contract No. XXXXXX

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 XXXXXXXX AND XX/100TH DOLLARS (\$XXXXXX.XX).

INCLUDE HOURLY RATES OR TASK BASED PAYMENTS IF APPLICABLE

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

Attachment B

Objectives for Waste Reduction Education in Outdoor Immersion Programs

People in the Metro region are generating increasing amounts of waste. From 1992 to 2006, the amount of waste produced increased from 6.4 to 9.4 pounds per person per day (*source: Oregon DEQ*). Growing concern over climate change and sustainability has also increased the importance of reducing waste generation. Preventing one ton of waste from being created is much better than recycling one ton of waste, because the environmental impacts of creating new products is greater than the impacts of disposing of them.

Metro’s goal is to integrate relevant waste prevention concepts into current curriculum at Outdoor Immersion programs. To achieve the greatest environmental impact, waste reduction education needs to focus on waste prevention and reuse, which rank ahead of recycling in the waste management hierarchy as defined by Oregon statutes.

The following framework lists Metro’s waste reduction objectives by topic and ranks them in importance for inclusion in Outdoor Immersion programs. Outdoor Immersion providers will be required to complete this chart documenting the amount and type of waste reduction activities at the end of each fall and spring session.

NATURAL RESOURCES				
Priority (1 = highest)	Metro Objective Students will:	Activity	State Standard	When finished (<i>field study, meal program, etc.</i>) and duration (<i>time spent on waste reduction activity</i>)
1	1. Describe how daily choices in their lives (<i>shopping, driving, energy, water, use of toxics</i>) impact natural resources, the environment, and the amount of waste that is created.			
1	2. Describe at least three (3) ways to use natural resources more sustainably. (<i>reducing eco-footprint</i>)			
1	3. Categorize natural resources into renewable and nonrenewable.			
1	4. Trace (describe/illustrate) at least 1 ODS food item from farm to table, and the possible impacts on the environment.			

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REDUCE				
Priority (1 = highest)	Metro Objective Students will:	Activity	State Standard	When finished (field study, meal program, etc.) and duration (time spent on waste reduction activity)
1	5. Analyze the waste created at ODS and devise a plan to generate less waste, and to recover or dispose of the waste that is created.			
1	6. Describe the impact of reducing on waste generation and use of natural resources.			
2	7. Name three (3) ways to reduce impact on the environment when shopping for food and other products. How do these ideas help?			
REUSE				
1	8. Describe the impact of reuse on waste generation and use of natural resources.			
1	9. Identify at least three (3) ways that resources are being conserved by reusing items at ODS.			
2	10. Describe at least three (3) ways that you can reuse items at home or at school.			
RECYCLE				
2	11. Describe at least three (3) items that can be recycled at home or at school.			
1	12. Describe how recycling impacts natural resources (including energy use).			
3	13. Chart the volume of waste and materials recycled at ODS.			
COMPOST				
1	14. Describe how composting reduces waste.			
2	15. Understand and describe the process of decomposition (nature's way of recycling).			
3	16. Describe how a compost system is a habitat.			

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TOXICS REDUCTION				
Priority (1 = highest)	Metro Objective Students will:	Activity	State Standard	When finished (field study, meal program, etc.) and duration (time spent on waste reduction activity)
1	17. Describe how pesticides, fertilizers and other toxics can enter the environment and what their impacts are on wildlife and water quality.			
1	18. Describe at least three (3) alternatives to using pesticides. (natural gardening techniques, etc.)			
ENERGY and WATER CONSERVATION				
2	19. Understand the connection between turning natural resources into products and energy use.			
2	20. Describe three (3) ways to decrease the use of energy/water in daily lives.			
2	21. Describe connection between energy use and climate change.			
ONGOING ACTIVITIES at ODS				
	Energy and water conservation			
	Recycling and composting duties			
	Waste reduction at meals (use of permanent-ware, buying in bulk, local/organic, etc.)			



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Curriculum Resources and Activities That Meet Metro Waste Reduction Objectives

Vision for WR education at Outdoor Immersion Programs

Through waste reduction education and activities, and by living and learning in a natural environment, students will gain the knowledge, skills and motivation to make sustainable choices that reduce their impact on the environment.

Criteria for WR curriculum

- Appropriate for setting, time frame and age of students
- Walk the talk at immersion program
- Try to incorporate math and literacy
- Align with Oregon curriculum standards
- If data is collected – use back in classroom and at home
- Accessible and useful for teachers
- Assessable

Specific activities from curriculum resources				
Activity	Resource	Topic/concept	Metro WR Objectives	Possible times to use
Deadly Links	Project Wild	Toxics reduction/water quality	#17	Field study
We're in this Together!	Project Wild	Human impact on resources	#1	Class time
What Did Your Lunch Cost Wildlife?	Project Wild	Consumer choices on natural resources, impact on environment; reduce/reuse	#1, 4, 7	Meal program, teacher/class time
Enviro-Ethics	Project Wild	Consumer choices on natural resources, impact on environment	#1	Class time
Habitat Lap Sit	Project Wild	Human impacts on natural resources and the environment	#1, 17	Field study
Analyze an Ad	Smart Consumers (World Wildlife Fund)	Human impact, choices	#1, 7	Teacher/class time
Measuring your Footprint	Smart Consumers	Human impact	#1	Teacher/class time
Trash to Treasure	Smart Consumers	Waste audit	#13, 5	Meals/school
Treasures of the Earth	Closing the Loop	Skit about natural resources	# 1	Cabin/class time/school
The Funnels	Closing the Loop	Skit about reuse	#9	Campfire
Why do I buy it?	Closing the Loop	Investigating why they buy things and read the <i>Lorax</i>	#1	Class time and school
Renewable or Not?	PLT EE Activity Guide	Sustainable use of natural resources	#3	Class time
A Few of my Favorite Things	PLT EE Activity Guide	Product lifecycles/natural resources	#6, 8	Class time
Nature's Recyclers	PLT EE Activity Guide	Composting	#14, 15, 16	Field study

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Activity	Resource	Topic/concept	Metro WR Objectives	Possible times to use
Reduce, Reuse, Recycle	PLT EE Activity Guide	Reducing and reusing; waste audit		
Life of a French Fry story	Stuff: Secret Lives of Everyday Things	Consumer choices to reduce waste and impact on environment	#1, 4, 7, 17	Class time/ school
Decomposer Tag	Composting Across the Curriculum	Understanding role of decomposers	#15	Field Study
I Can Compost	Composting Across the Curriculum	What can be composted	#14, 15	Field Study
Worms and Bacteria	Composting Across the Curriculum	Composting	#14, 15	Field Study
Lunch Leftovers...	Composting Across the Curriculum	Reducing and reusing at lunch	#6, 7, 8, 13, 14	Field Study/ class time
Mining for Chocolate	Counting on People	Resource conservation	#2, 6, 8	
How Many People to Ruin an Ecosystem?	Quest for Less	Impacts on environment from human use of resources	#1, 2	Field Study or class time
(Hazardous) Waste Not	Quest for Less	Impacts of hazardous waste on water	#17	Field study or class time
Ecological Footprint	Connecticut Energy Education	Earth footprint	#1	Class time
What IS an Ecological Footprint?	Earth Day Network	Waste prevention, resource conservation	#1	Class time
Retrace Your Waste: Life cycle analysis	An Ounce of Prevention	Consumption of energy and materials in product production	#1	Class time
Paper making		Recycling	#11	recreation
Re-use art projects		Reuse	#10	recreation
Living with Ort	OMSI Outdoor School	Learning to sort and reducing food waste	#5, 6, 7	Meals
Watch Where You Step	Facing the Future	Ecological footprint, consumption, human impact	#1	Class time
The Carbon Dioxide Game	Green Teacher #70	Human activities affect the concentration of greenhouse gases in the atmosphere	#21	Field study/ class time

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Smart Consumers: through Acorn Naturalists, www.acornnaturalists.com

Closing the Loop: Exploring Integrated Waste Management and Resource Conservation: 916-341-6769, www.ciwmb.ca.gov/schools/

PLT Environmental Education Activity Guide preK-8: Project Learning Tree workshops, http://www.plt.org/cms/pages/21_21_9.html

Composting Across the Curriculum: Marin Co. Office of Waste Management, 415-499-6647

Counting on People, Elementary Population and Environmental Activities: Population Connection, www.populationconnection.org

Quest for Less, EPA, www.epa.gov/teachers, publication # EPA530-R-05-005

Connecticut Energy Education: www.ctenergyeducation.com

Earth Day Network: www.earthday.net/~earthday/lessonplans

An Ounce of Prevention: middle level science curriculum on source reduction, NSTA (still in print? Freda has digital version)

Facing the Future: People and the Planet, www.facingthefuture.org

Stuff: the Secret Lives of Everyday Things by John C. Ryan and Alan Thein Durning, from NW Environment Watch, 1-888-643-9820

Green Teacher: www.greenteacher.org

Other resources:

Lifecycle of Everyday Stuff: NSTA Press, www.nsta.org

Human Footprint: Nationalgeographic.com/preserve-our-planet

Understanding Sustainability: Facing the Future, www.facingthefuture.org

Healthy Foods from Healthy Soils by Elizabeth Patten and Kathy Lyons

<http://compost.css.cornell.edu/schools.html>

The Story of Stuff : DVD - Free Range Studios, download order from <http://www.storyofstuff.com/>