



Intermediate Request for Proposals 3419

Assessment of Composting Operations and Recommendations for Practice Improvements and Malodor Mitigation at Grimm's Fuel Company (Tualatin, Oregon)

Notice is hereby given that proposals for RFP 3419 for Best Practice Assessment and Recommendations for Malodor Mitigation at Grimm's Fuel Company (Tualatin, Oregon) shall be received by Metro, 600 NE Grand Avenue, Portland OR 97232 until 2:00 p.m. Pacific Time on November 16, 2017. It is the sole responsibility of the proposer to ensure that Metro receives the Proposal by the specified date and time. All late Proposals shall be rejected. Proposers shall review all instructions and contract terms and conditions.

oregonmetro.gov

Metro
600 NE Grand Ave.
Portland, OR 97232-2736

Intermediate RFP 3419 Assessment of Composting Operations and Recommendations for Practice Improvements and Malodor Mitigation at Grimm's Fuel Company (Tualatin, Oregon)



I. Introduction

Metro is inviting proposals to perform an assessment of composting operations and make recommendations for practice improvements and malodor mitigation at Grimm's Fuel Company located in Tualatin, Oregon. 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

Metro is the regional government that provides a variety of services for the urbanized portions of Clackamas, Multnomah and Washington counties of Oregon. Solid waste planning and the management and disposal of solid waste generated within its jurisdictional boundary are two of Metro's principal responsibilities. As part of these responsibilities Metro authorizes and regulates solid waste facilities within the region including composting operations.

Metro is responsible for balancing the business and local community needs with the preservation of yard debris composting capacity in or near the region. Yard debris composting is an important part of the Metro region's waste reduction and recovery efforts. Approximately 97% of the residential yard debris generated within the Metro region is sent to compost facilities for processing. Composting operations help ensure the highest and best use of organic material and produce a natural soil supplement and agricultural fertilizer.

Grimm's Fuel Company (Grimm's) is a retail landscape facility that accepts yard debris for composting. Grimm's is regulated by the Oregon Department of Environmental Quality (DEQ) and Metro. The facility has operated under authority of a Metro license since 1997. Metro regulates the management of yard debris and wood waste at the facility. Metro inspectors regularly inspect the facility to verify compliance with the conditions of its Metro-issued license and Metro Code. Grimm's current license was initially set to expire on June 30, 2017 but Metro granted a six-month license extension to ensure that the public has an opportunity to provide input on the proposed license renewal. License renewals are typically considered every five years and Metro Code governs license application requirements and factors to consider for the renewal process. Metro will generally approve a license renewal unless it determines that the renewal is not in the public interest. However, Metro may attach conditions to a license that are necessary to protect public health and the environment, address operational issues, and mitigate nuisance impacts on surrounding local communities. Metro works closely with other government agencies when determining whether to issue a license to facility. In the case of Grimm's, Metro has coordinated closely with the city of Tualatin and DEQ.

There is significant community interest in Grimm's facility, so Metro initiated public outreach with the local government and neighboring community early in the license renewal process to explain Metro's role and to better understand the views and experiences of the people involved. Metro staff met with city of Tualatin staff on March 3, 2017, and a community neighborhood group, "Clean Air Safe Environment (CASE)" on April 8. CASE requested additional time to review the renewal and a higher level of community involvement, including that Metro host a public meeting. In response to these comments, Metro took the following actions:

1. Increased the public notice mailing radius from the standard ¼ mile to one mile;

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2. Extended the public comment period from the standard 30 days to 60 days to allow for additional public participation;
3. Extended Grimm's Fuel Company's license by six months to allow for additional public participation and evaluation of comments; and
4. Hosted a public information event to provide information about Metro's licensing process and authority, and provide a forum for to the public to provide input and comment on the renewal application.

At the public information event, Metro received testimony about malodors, dust, and other negative impacts experienced by neighbors of Grimm's. Additionally, Metro received written and verbal comments from the public requesting a variety of operational changes at the facility to reduce offsite impacts. In response to these comments and the history of odor complaints regarding this site, Metro is seeking a third-party best practice assessment of composting operations and malodor mitigation recommendations to inform the license renewal process and subsequent regulatory conditions.

The selected firm will be expected to work collaboratively with Grimm's staff and minimize interruption to site operations.

III. Proposed Scope of Work/Schedule

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

- Review the existing composting operation and site characteristics at Grimm's including: city zoning allowances, and incoming feedstock type and volume as allowed by Metro authorization on all adjacent property parcels owned by the company.
- Develop an understanding of current and historical operations at Grimm's in cooperation with Grimm's staff.
- Review all relevant regulatory authorizations including DEQ permit, Metro license, stormwater permit, city of Tualatin land use, etc. and interview relevant government officials to confirm and verify the relevant requirements.
- Develop an understanding of Grimm's DEQ permit requirements, Metro license requirements, operating plan and all other applicable regulatory requirements related to the facility such as pile height restrictions, zoning requirements, etc.
- Develop an understanding of the local fire department's requirements including any pile height restrictions and operating conditions, and summarize findings.
- Retrieve, compile, and summarize incident responses from the local fire department at Grimm's for the last five years.
- Develop an understanding of the neighborhood concerns including a structured interview instrument and interview citizens and businesses including, but not limited to, members of the CASE (clean air and safe environment) committee concerning their lived experience as it related to Grimm's.

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- Develop an understanding of incoming feedstock (i.e., types, volume, where geographically it is coming from, and type of customers) and summarize findings.
 - Participate in one public outreach event as described below to 1) review operational research 2) review recommendations and 3) present findings of the final report.
 - Retrieve, compile, and summarize odor complaint logs from Metro, DEQ, city of Tualatin, Washington County, and Grimm's for the last five years.
 - Identify and recommend an objective methodology that Metro may implement to determine unacceptable malodors at the facility.
 - Conduct sufficient odor audits onsite and offsite at the facility to show the odor impacts on the surrounding area. The odor audits must include dispersion modeling.
 - Conduct an analysis for methane and carbon dioxide, greenhouse gas emissions, sulfur based compounds, and total volatile organic compounds and synthesize data in a format that is understandable to the lay person.
 - Develop a report within 90 days of contract execution summarizing findings, alternatives and options that contemplates instituting new or alternative compost methods including but not limited to the following considerations:
 - How to manage existing volume of incoming feedstock
 - Current land use allowances on all available tax lots (in consultation with city of Tualatin).
 - Existing site infrastructure and equipment
 - A tiered options approach with minimal, moderate and significant investment consideration for improvements/changes that could be made considering site zoning, topography, equipment, and feedstock type and volume and what is the rationale; including but not limited to:
 - Mitigating nuisance conditions offsite with a focus on odor and dust
 - Drawings of proposed alternatives
 - Timeline to achieve suggested improvements
 - Cost estimate to achieve suggested improvements
 - Recommendations related to the operations if residential food waste were to be included in feedstocks
 - Public odor complaints/observations
 - Greenhouse gas and other emissions analysis
 - Address how the current operations or proposed alternatives achieve the:
 - Public benefit of:
 1. Protecting people's health
 2. Protecting the environment
 3. Get good value for the people's money
 4. Keep a commitment to the highest and best use of materials
 5. Be adaptive and responsive to changing needs and circumstances
 6. Ensure adequate and reliable services are available to all types of customers.

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- Goal of increasing the region's waste reduction and recycling efforts; and
- Objective of evaluating site operations and odor assessment.
- Present draft findings to internal staff
- Present final report to internal staff and site owner/operator
- Present final report to the public and other interested parties at a public event hosted by Metro.

Metro intends to award this contract to a single firm to provide the services required in an amount not to exceed \$50,000. The term of the contract is anticipated to be January 2018 through December 2018.

IV. Qualifications/Experience

Proposers shall have the following:

- a minimum five years of experience in analyzing compost facility operations
- knowledge of solid waste regulation or similar utility-type public/private relationships.

V. Proposal Instructions

A. Submission of Proposals

Metro recommends proposal submission be emailed to submitdocuments@oregonmetro.gov. However, a written copy of the proposal can be mailed or hand-delivered to Metro, addressed to:

Metro Procurement Services
Attention: Chad Hilmes RFP 3419
600 NE Grand Avenue
Portland, OR 97232-2736

B. Deadline

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

C. RFP as Basis for Proposals:

This Request for Proposals represents the most definitive statement Metro will make concerning the information upon which Proposals are to be based. Any verbal information which is not addressed in this RFP will not be considered by Metro in evaluating the Proposal. All questions relating to this RFP should be addressed to submitdocuments@oregonmetro.gov, referencing the RFP number. Any questions, which in the opinion of Metro, warrant a written reply or RFP addendum will be furnished to all parties receiving this RFP. Metro may not respond to questions received after 2:00 p.m. [PT] on November 7, 2017.

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.

VI. Proposal Contents

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The proposal should contain no more than 20 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 or non-recyclable materials should be included in the proposal.

A proposal template is available at <http://www.oregonmetro.gov/how-metro-works/contract-opportunities/current-requests-bids-and-proposals>. The proposal template is optional to use and proposers will not receive any preference or penalty for using the provided template. The template is not customized to each RFP. It is the proposer's responsibility to ensure that proposals include all information requested and follow the instructions listed in this RFP document.

- A. Transmittal Letter: Indicate who will be assigned to the project, who will be project manager, and that the proposal will be valid for ninety (90) days.
- B. Approach/Project Work Plan: Describe how the work will be done within the given timeframe and budget. Include a proposed work plan and schedule.
- 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.
- D. Experience: Indicate how your firm meets the experience requirements listed in section IV of this RFP. List projects conducted over the past five years which involved services similar to the services required here. For each of these other projects, include the name of the customer contact person, his/her title, role on the project, and telephone number. Identify persons on the proposed project team who worked on each of the other projects listed, and their respective roles.
- E. Cost/Budget: Present the proposed cost of the project and the proposed method of compensation. List hourly rates for personnel assigned to the project, total personnel expenditures, support services, and subconsultant fees (if any). Requested expenses should also be listed. Indicate formula for annual rate increases, if appropriate. This formula shall include factors such as CPI adjustments or other adjustments based on common indices. The formula shall not include additional profit.
- F. Diversity in Employment and Contracting:
Metro defines diversity as the variance or difference amongst people such as race, ethnicity, gender, age, religion, nationality, language preference, socioeconomic status, disability, sexual orientation, gender identity and others. Metro's Equity in Contracting Program encourages the use of minority-owned businesses, woman-owned businesses, businesses that service disabled veterans own and emerging small businesses, as defined under State law in ORS Chapter 200 and as certified by the Certification Office of Business Inclusion and Diversity (referred to here as COBID Certified Businesses) to the maximum extent practical.

Indicate whether your proposal includes subcontractors. If your proposal does not include subcontractors, complete Section 1 only. If your proposal does include subcontractors, complete both Section 1 and Section 2.

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Section 1: *To be completed by all proposers*

- **Certification:** Is your firm a COBID Certified Business? If yes, indicate the state of certification, all certification types and your firm's certification number.
- **Demographics:** Describe the diversity in demographics of the proposal team (yourself, your firm and/or any proposed subcontractors). Include race, gender, veteran status and disability. You may also include other measures of diversity, as defined in Section F above. Identify the diverse nature of the people that will perform work in substantive roles and percentage of work on this project.
- **Support:** Describe specific examples of how you and/or your firm support workforce diversity within your firm and/or your local community.
- **Firm Activity:** Identify an activity promoting workforce diversity within your firm that you and/or your firm will commit to undertake if awarded this project. Explain how these results will be reported to Metro.
- **Community Activity:** Identify an activity promoting workforce diversity within your local community that you and/or your firm will commit to undertake if awarded this project. Explain how these results will be reported to Metro.

Section 2: *To be completed by proposers utilizing subcontractors for this project*

- **Subcontractor Information:** Provide the following information for each subcontractor included in this project team:
 - Firm's name
 - Is the subcontractor a COBID Certified Business? If yes, indicate the state of certification, all certification types and subcontractor's certification number.
 - Method of choosing identified subcontractor
 - Specific scope of work tasks
 - Percentage of project dollars
- **Projects:** Identify up to three projects worked on during the last 24 months in which COBID Certified Businesses participated. Provide the following information for each project:
 - Project name
 - Project contact's name, phone number and email address
 - Contract award date, amount and completion date
 - COBID Certified Business goal percentage, if applicable, and COBID Certified Business achievement percentage
 - COBID Certified Business award and expenditure amount

- G. Exceptions to Standard Agreement and RFP: Carefully review the Standard Agreement attached hereto as Exhibit A and incorporated herein. This is the standard agreement that successful respondents to this RFP will be required to execute. RFP respondents wishing to propose any exceptions or alternative clauses to the agreement or to any specified criteria within this RFP must propose those exceptions or alternative clauses in their Proposal; Metro shall not be required to consider contract revisions proposed during contract negotiation and award. Proposed exceptions or alternative clauses should be accompanied by explanatory comments that are succinct, thorough and clear.

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VII. General Proposal/Contract Conditions

- A. Limitation and Award: This RFP does not commit Metro to the award of a contract, nor to pay any costs incurred in the preparation and submission of proposals in anticipation of a contract. Metro reserves the right to waive minor irregularities, accept or reject any or all proposals received as the result of this request, negotiate with all qualified sources, or to cancel all or part of this RFP.
- B. Billing Procedures: Proposers are informed that the billing procedures of the selected firm are subject to the review and prior approval of Metro before reimbursement of services can occur. Contractor's invoices shall include the Metro contract number, an itemized statement of the work done during the billing period. Payment shall be made by Metro on a Net 30 day basis upon approval of Contractor invoice. Invoices shall be delivered to metroaccountspayable@oregonmetro.gov.
- 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.

VIII. Evaluation of Proposals

A. Evaluation Procedure:

Proposals received that conform to the proposal instructions will be evaluated. The initial evaluation will take place using the evaluation criteria identified in the following section.

Metro may request interviews with the highest ranked proposers prior to final selection of firm(s). Interviews are intended to allow selected proposers to clarify or expand on their proposal and will be worth 25 points. If Metro requests interviews, it will develop the evaluation criteria before the interview and share it with each proposer interviewee before the interviews take place. Metro will add the points awarded during the interview process to the written response scores for those proposers that are interviewed.

Award will be made to the highest ranked Proposer according to the evaluation criteria and interview score, if interviews are conducted. 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 describes the criteria that Metro will use to evaluate the proposals.

Evaluation Criteria	Score Breakdown		Percentage of Total Score
Project Work Plan/Approach Demonstration of understanding of the project objectives Performance methodology	15	10	25
Project Staffing Experience Project consultant/staff experience Similar project experience	15	15	30
Budget/Cost Proposal Projected cost/benefit of proposed work plan/approach	25		25
Diversity in Employment and Contracting Section 1: <ul style="list-style-type: none"> • Certification • Demographics • Support • Firm Activity • Community Activity Section 2: <ul style="list-style-type: none"> • Subcontractor Information • Projects 	Utilizing subcontractor	<i>Not</i> utilizing subcontractor	20
TOTAL			100%

IX. Notice to All Proposers – Standard Agreement

The attached agreement included herein reflects preliminary, draft contract language and selected, proposed contract terms for this procurement. Proposers should be aware that such language terms and provisions are for illustrative purposes only and that Metro reserves the right, following submission and ranking of all proposals submitted in response to this procurement, to amend, modify or negotiate over any and all such contract language, terms and provisions regarding the agreement arising from this procurement. By submitting a proposal in response to this procurement, proposers acknowledge that they are aware of and do not object to any later, potential amendment and modification of such preliminary, draft language and terms. In addition, by responding to this procurement, proposers acknowledge that they are aware of their ability to offer alternatives to any of the preliminary, draft contract language and proposed contract terms set forth herein.

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Attachment - Personal Services Agreement - SAMPLE

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 **XXXXXXXXXXXXXXXXXX** AND **XX/100THS DOLLARS (\$XXXXXX.XX)**. Payment shall be made by Metro on a Net 30 day basis upon receipt 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.

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Contractor shall provide Metro with a Certificate of Insurance complying with this article upon return of the Contractor signed agreement to Metro. Contractor shall email Certificate of Insurance to submitdocuments@oregonmetro.gov. Certificate of Insurance shall identify the Metro contract number.

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

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

7. Ownership of Documents. All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by Contractor pursuant to this Agreement are the property of Metro, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such documents.

8. Project Information. Contractor shall share all project information and fully cooperate with Metro, informing Metro of all aspects of the project including actual or potential problems or defects. Contractor shall abstain from releasing any information or project news without the prior and specific written approval of Metro.

9. Independent Contractor Status. Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall Contractor be considered an employee of Metro. Contractor shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work. Contractor is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement. Contractor shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to Metro.

10. Right to Withhold Payments. Metro shall have the right to withhold from payments due to Contractor such sums as necessary, in Metro's sole opinion, to protect Metro against any loss, damage, or claim which may result from Contractor's performance or failure to perform under this Agreement or the failure of Contractor to make proper payment to any suppliers or subcontractors.

11. State and Federal Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapters 279A, 279B and 279C and the recycling provisions of ORS 279B.025 to the extent those provisions apply to this Agreement. All such provisions required to be included in this Agreement are incorporated herein by reference. Contractor shall comply

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with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations including those of the Americans with Disabilities Act.

12. Situs. The situs of this Agreement is Portland, Oregon. Any litigation over this agreement shall be governed by the laws of the State of Oregon and shall be conducted in the Circuit Court of the state of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

13. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by either party without Metro's written consent.

14. Termination. This Agreement may be terminated by mutual consent of the parties. In addition, Metro may terminate this Agreement by giving Contractor seven (7) days prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Termination shall not excuse payment for expenses properly incurred prior to notice of termination, but neither party shall be liable for indirect or consequential damages arising from termination under this section.

15. No Waiver of Claims. The failure to enforce any provision of this Agreement shall not constitute a waiver by Metro of that or any other provision.

16. Modification. Notwithstanding and succeeding any and all prior agreement(s) or practice(s), this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing(s), signed by both parties. Metro may approve changes and modifications to the original contract, including deletions of work, order of additional materials, and additional services reasonably related to the original work scope. Contractor may propose changes in the work that Contractor believes are necessary, will result in higher quality work, improve safety, decrease the amount of the contract, or otherwise result in a better or more efficient work product. If such changes are approved by Metro, they shall be executed by written contract amendment signed by both parties. Such changes shall not relieve Contractor of any obligation or warranty under the contract. No oral statements by either party shall modify or affect the terms of the contract.

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

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

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

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

To Metro: Metro Procurement Services
 600 NE Grand Ave
 Portland, Oregon 97232
 503-797-1791 fax

With Copy to: **Project Manager**
Address
City State Zip
503.XXX-XXXX fax

20. 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 THIS CONTRACT WAS NOT SOLICITED FORMALLY, OR IF IT DOES NOT APPLY TO THIS 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 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 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 metroaccountspayable@oregonmetro.gov. The Metro contract number and contractor name shall be referenced in the email subject line. Metro requests that contractors submit billing invoices for services within 10 business days of performance. Payment shall be made by Metro on a Net 30 day basis upon approval of Contractor invoice.