

BEFORE THE METRO CONTRACT REVIEW BOARD

FOR THE PURPOSE OF AUTHORIZING AN) RESOLUTION NO. 95-2257
EXEMPTION FROM COMPETITIVE BIDDING)
AND ISSUANCE OF A REQUEST FOR PROPOSALS) Introduced by Mike Burton,
FOR A HOME COMPOST BIN DISTRIBUTION) Executive Officer
PROGRAM, AND AUTHORIZING THE EXECUTIVE)
OFFICER TO ENTER INTO A CONTRACT WITH)
SUCCESSFUL PROPOSER.)

WHEREAS, Metro has budgeted \$80,000 to fund a home compost bin distribution program, where compost bins are offered at a discounted price; and

WHEREAS, This compost bin project includes professional services but is predominantly for procurement of compost bins; and

WHEREAS, The Metro Code would require that this contract be subject to competitive bidding unless an exemption is obtained from the Metro Contract Review Board; and

WHEREAS, Metro Code Section 2.04.041(c) authorizes, where appropriate, the use of alternative contracting and purchasing practices that take account of market realities and modern innovative contracting and purchasing methods which are consistent with the public policy of encouraging competition; and

WHEREAS, The Board finds that it is unlikely that procurement of compost bins without competitive bidding will encourage favoritism in the awarding of public contracts or substantially diminish competition for public contracts because: (1) competitive proposals will be solicited; (2) a Request for Bids for a specified compost bin would limit the ability of a wide variety of firms to show that their products are superior in their convenience of use and in their ability to compost household and yard wastes; and (3) using a Request for Proposals process will allow Metro to review a wide variety of promotion and event management services; and

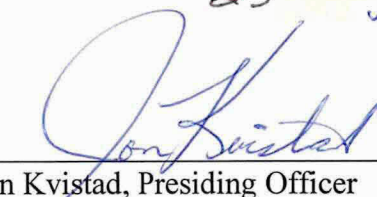
WHEREAS, The Board also finds that the exemption will result in substantial cost savings to Metro because: (1) contractors will be required to provide promotion and management services in addition to manufacturing the bins; and (2) cost will be a factor in the selection process; and

WHEREAS, The resolution was submitted to the Executive Officer for consideration and was forwarded to the Council for approval; now therefore,

BE IT RESOLVED,

1. That the Metro Contract Review Board hereby exempts the contract for the home compost bin distribution and education program from the competitive bidding requirements.
2. That the Council approves issuance of the Requests for Proposals for a Home Compost Bin Distribution Program attached to this Resolution as Exhibit A.
3. That the Council authorizes the Executive Officer to enter into a contract with the successful proposer.

ADOPTED by the Metro Contract Review Board this 25th day of Jan,
25 JK
1996.



Jon Kvistad, Presiding Officer

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STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 95-2257, FOR THE PURPOSE OF AUTHORIZING AN EXEMPTION FROM COMPETITIVE BIDDING AND ISSUING A REQUEST FOR PROPOSALS FOR A HOME COMPOST BIN DISTRIBUTION PROGRAM, AND AUTHORIZING THE EXECUTIVE OFFICER TO ENTER INTO A CONTRACT WITH SUCCESSFUL PROPOSER.

Date: December 20, 1995

Presented by: Leigh Zimmerman

PROPOSED ACTION

Approve Resolution No. 95-2257 to authorize the use of a Request for Proposals to procure the services of a contractor to manufacture, promote and distribute home compost bins at a discount to Metro area residents. The RFP is attached as Exhibit A.

BACKGROUND

The FY 95-96 Waste Reduction and Planning Services Division budget allocates \$80,000 for a compost bin distribution program in the spring of 1996. It is estimated that approximately 8000 bins at \$30 a piece could be purchased with these funds. Metro would pay for approximately one-third of the wholesale price (\$10) a bin. Consumers will pay approximately \$20. The exact number of bins and Metro's contribution will depend on the bin selected and the specific proposals. The Request for Proposal requires a minimum of 5000 bins.

The purpose of the program is to expand home composting by offering compost bins at a discounted price to residents in the region. The goal is to increase the number of households composting in order to reduce the amount of yard debris and food waste disposed or put out for curbside recycling. Studies by Metro and experiences in other areas indicate that providing home compost bins is a low cost approach to reducing waste at the source before it enters the waste or recycling system. It is estimated that approximately 450 pounds of waste a year per household can be diverted from landfilling or curbside recycling through home composting. The results of a survey on the impact of Metro's prior bin programs will be available in early January.

This is the third year of the compost bin program. In the summer and fall of 1994, Pac-West Distributors provided 900 Toro Yard Cycler bins to targeted neighborhoods in Portland and Washington County. In June 1995, Metro sold 7,400 Earth-Machine compost bins at one-day distribution events in Clackamas County and Gresham.

The spring 1996 program will be similar to that offered last year. However, contractors will also be asked to provide advertising and promotion, and to manage the distribution events. The City of Portland and Washington County will be targeted. The RFP requires a one-day distribution at four locations within these jurisdictions. Portland and Washington County will work with Metro to assist in promotion and educational activities on the day of the events.

JUSTIFICATION FOR USING REQUEST FOR PROPOSAL RATHER THAN REQUEST FOR BID

Because more than fifty percent of the project costs are for a product, the Metro Code requires the use of a Request for Bids rather than Proposals. Because there are a number of non-cost factors that should be considered in this project, an exemption from competitive bidding and the use of a Request for Proposal is requested. The justification for this request is summarized below.

1. The use of an RFP process to procure the bins and supplemental services will provide flexibility and allow Metro and local governments to select the contractor offering the greatest additional service as well as a bin that meets specifications. Metro's own experience and that of other governments indicate that many bin manufacturers also offer promotion, distribution and other management services. Metro and local governments do not have adequate resources to manage all aspects of the sale. Therefore, the service component is a key feature of the project.
2. Design and appearance of the bin is important to a successful program. The least cost bin may not be the most effective or popular bin. Experience from other cities and Metro's research indicate that the appearance of a bin and the ease of use are features that increase the number of households that will purchase a bin. Since participants will be asked to share in the cost, public acceptance of the design is very important. An RFP will give Metro greater flexibility to consider aesthetic and design features than would a competitive bidding process.
3. Using a Request for Proposal rather than a Request for Bid to procure compost bins should not sacrifice cost savings because of the interest by contractors to enter the Portland market and the large number of bins the region can purchase. There is strong competition between bin manufacturers. The proposal evaluation process will allow Metro to select the best combination of cost and services to most wisely invest the dollars available for this program.
4. Once a contractor has been selected, planning needs to begin immediately in order to sell the bins in the spring when there is the greatest interest and need for a compost bin. The marketing strategy and distribution sites need to be in place soon after the contract is awarded. Therefore, Resolution No. 95-2257 requests that the Council allow the Executive Officer to enter into a contractual agreement with successful proposer.

BUDGET IMPACT

The FY 95-96 Regional Environmental Management Department budget has appropriated \$80,000 for this home compost bin program. This will cover approximately 30 percent of the bin price offered to Metro. The remainder will be paid directly to the contractor by residents who buy the bin.

Although the Council through a budget note indicated an additional \$50,000 could be released for a bin program, depending on an evaluation of the results and effectiveness of other Metro bin distribution programs, these funds will not be requested. The existing appropriation should be adequate to purchase and distribute a large number of bins in an efficient manner.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends adoption of Resolution No. 95-2257.

LZ:clk

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TRANSMITTAL SUMMARY

600 NORTHEAST GRAND AVENUE | PORTLAND, OREGON 97232 2736
TEL 503 797 1700 | FAX 503 797 1799



METRO

To: Risk and Contracts Management

From: _____ Date: 12/18/95 Vendor: _____

Department: REM Subject: _____

Division: WR&P Bid Contract

Name: Leigh Zimmerman RFP Other Vendor no.: _____

Title: Sr. Program Supervisor Contract no.: RFP#96R-1-REM

Extension: 1671 Purpose: Home Composting Bin Distribution Program

Expense

Procurement Personal/professional services Services (L/M) Construction IGA

Revenue	Budget code(s)	Price basis	Contract term
<input type="checkbox"/> Contract	_____	<input type="checkbox"/> Unit prices, NTE	<input type="checkbox"/> Completion*
<input type="checkbox"/> Grant	_____	<input type="checkbox"/> Per task	<input type="checkbox"/> Annual
<input type="checkbox"/> Other	_____	<input type="checkbox"/> Total/lump sum	<input type="checkbox"/> Multi-year**

This project is listed in the 199__-199__ budget.

<input type="checkbox"/> Yes	<input type="checkbox"/> Type A	<input type="checkbox"/> Lump sum	Beginning date* _____
<input type="checkbox"/> No	<input type="checkbox"/> Type B	<input type="checkbox"/> Progress payments	Ending date _____

Total commitment	Original amount	\$ _____
	Previous amendments	\$ _____
	This transaction	\$ _____
	Total	\$ _____
	A. Amount of contract to be spent fiscal year _____	\$ _____
	B. Amount budgeted for contract _____	\$ _____
	C. Uncommitted/discretionary funds remaining as of _____	\$ _____ ***

Approvals

Project manager <u>[Signature]</u>	Division manager <u>[Signature]</u>	Department director <u>[Signature]</u>
Fiscal	Budget manager	Risk

Legal

* See instructions on reverse. ** If multi-year, attach schedule of expenditures. *** If A or B is greater than C, and other line item(s) used, attach explanation/justification.

Competitive quotes, bids or proposals

Submitted by	\$Amount	M/W/DBE	Foreign or Oregon contractor
Submitted by	\$Amount	M/W/DBE	Foreign or Oregon contractor
Submitted by	\$Amount	M/W/DBE	Foreign or Oregon contractor

Comments _____

Attachments Ad for bid Plans and specifications Bidders list (M/W/DBEs included)

Instructions

- Secure contract number from Risk and Contracts Management. Place number on the transmittal summary and all contract copies.
- Complete transmittal summary form to the extent of project completion.
- If contract is:
 - Sole source, attach memo detailing justification pursuant to ORS 279.
 - Less than \$2,500, attach memo detailing need for contract and contractor's capabilities, bids, etc.
 - More than \$2,500 but less than \$25,000, attach quotes, informal solicitations, evaluation forms, etc.
 - More than \$25,000 attach RFP/RFB complete with summary, all required documents and all evaluation, utilization forms.
- List and identify all subcontractors below.
- Provide completed RFB/RFP packet to Risk and Contracts Management.

Subcontractor/supplier _____

M/W/DBE certified _____ Ethnicity _____

Address _____

Type of work _____

City/state/ZIP _____

Phone _____

Dollar amount _____

Subcontractor/supplier _____

M/W/DBE certified _____ Ethnicity _____

Address _____

Type of work _____

City/state/ZIP _____

Phone _____

Dollar amount _____

Attach additional list(s) as necessary.

Total utilization: \$ _____

Total contract: \$ _____

Percent utilization: _____

EXHIBIT A

**REQUEST FOR PROPOSALS
FOR HOME COMPOST BIN DISTRIBUTION PROGRAM
SPRING 1996**

RFP # 96R-1-REM

JANUARY 1996

**Metro
Regional Environmental Management Department
600 NE Grand Avenue
Portland, OR 97232-2736**



Printed on Recycled Paper, 30 Percent Post-Consumer Content

**REQUEST FOR PROPOSALS
FOR A HOME COMPOST BIN DISTRIBUTION PROGRAM**

(RFP #96R - REM)

I. INTRODUCTION

The Regional Environmental Management Department of Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, located at 600 NE Grand Avenue, Portland, OR 97232-2736, is requesting proposals for a Home Compost Bin Distribution Program. Proposals and a sample compost bin will be due no later than 3:00 p.m., February 20, 1996 at the Metro's business offices, Regional Environmental Management Department, 600 NE Grand Avenue, Portland, OR 97232-2736. Final candidates should be available for interviews one week after the proposal is submitted. Details concerning the project and proposal are contained in this document.

II. BACKGROUND/HISTORY OF PROJECT

Metro is a regional government responsible for solid waste planning and disposal of waste in the Portland metropolitan area. The Metro boundary covers the urban portions of Clackamas, Multnomah and Washington Counties, and includes over one million people.

The recently-adopted 10-year *Regional Solid Waste Management Plan* directs Metro and local governments to promote source reduction of residential yard debris and vegetative food waste through home composting. Current home composting efforts focus on education, and promotion. Metro operates five home compost demonstration sites throughout the region. Workshops are offered at the sites in the spring and fall every year. Metro also provides the public and local governments with brochures and a video on home composting

Offering compost bins at a discount is another part of the region's overall educational strategy. This is the third time Metro has sought proposals to purchase home compost bins to distribute to area residents at a discount. A pilot project that distributed bins in parts of the City of Portland and Washington County was implemented in the spring and fall of 1994. In June 1995, 7,400 bins were sold in one day through distribution events at four locations in Clackamas County and the City of Gresham.

Metro has \$80,000 in its budget to purchase compost bins for the Spring 1996 distribution. The bin events that will be implemented as part of this Request for Proposal will target Washington County and the City of Portland. The area is highlighted on the attached map. There are a total of approximately 200,000 detached dwellings in the area.

III. PROPOSED SCOPE OF WORK

The purpose of the discount compost bin distribution program and the intent of this RFP is to as follows:

- Purchase the maximum number of home compost bins that meet required specifications;
- Secure the maximum amount of promotion and distribution services that effectively reach the largest number of residents in the selected areas; and
- Provide well-managed events which make it easy and convenient for residents to purchase a compost bin.

Metro has \$80,000 budgeted for the purchase of compost bins for the spring distribution events. *This RFP is requesting the Contractor to manufacture, deliver, promote and distribute compost bins using a "truck sale" approach.* Contractor will manage the sale of bins, collect customer payments, maintain sales records and provide information on how to use the bin.

The sale will be held on one weekend day in May or June at four locations strategically located in the target area. Metro and local governments will provide a list of possible locations, such as schools, parks, malls, fair grounds, and stadiums to selected Contractor, and will be responsible for reserving the site.

The specific tasks required as part of this contract are described below.

Specific Tasks

A. Provide compost bins

Indicate the number of bins your will provide and the specifications of your bin. It is the intent of this proposal to purchase a minimum of 5000 home compost bins. The exact number of bins will vary depending on the type of bin and the accompanying services provided. The compost bins shall meet the following specifications:

Specifications for Compost Bin:

1. Size: Not less than 10 cubic feet and not more than 25 cubic feet
2. Guarantee of replacement if defective: minimum of 5 years
3. Recycled Content: Bin must be made of plastic (does not include fastenings). Plastic must contain at least 50 percent recycled content. 30 percent of the recycled content must be from post-consumer waste. *(Post-consumer waste means a finished material which would normally be disposed of as solid waste, having completed its life cycle as a consumer item. Post-consumer waste does not include manufacturing waste. Oregon Revised Statutes Chapter 279).*

4. **Bin Design and Performance Criteria:** Describe how the bin works and provide photos, drawings or videos.
 - Allows for turning of the debris to promote maximum aerobic decomposition.
 - Has the ability to compost common yard debris like grass clippings, leaves, plant stalks, without additional shredding.
 - Has the ability to compost appropriate kitchen scraps like fruit and vegetable peelings, coffee grounds and egg shells.
 - Allows easy removal of the finished compost from the bin.
 - Has a lid to shed rain in winter, retain moisture in summer, reduce odor, reduce access by flies and pests.
5. **Color:** Black or green, or another color mutually agreed upon by Contractor and Metro.
6. **Metro logo:** Visibly display the Metro logo through an imprint, screened image or waterproof decal (A sample logo is attached to the RFP).
7. **Assembly:** Assembly must be accomplished easily and quickly by the homeowner with only simple, common household tools like a screwdriver or pliers. Simple instructions for assembly must be provided in English (other languages desirable) with each compost bin.

B. Instructions on how to use the bin

Proposer shall supply a short brochure, or other written material, that covers how to assemble, how to use and where to locate the bin in a yard. A copy of the brochure or written material shall be included with each bin and/or provided to each customer purchasing a bin. A copy of the instructions must be submitted as part of this proposal.

C. Delivery and/or Storage

Explain how the bins will be delivered and stored, if necessary. The Contractor shall be responsible for delivery and storage of the bins prior to sale and distribution. Storage must be secured until all bins are sold or the program is completed.

D. Promotion and Advertising

Present a marketing and promotion plan for the compost bin sale. Prior to the distribution events, Contractor shall advertise the bin sale to the targeted communities using newspaper inserts and/or advertising in the *Oregonian* and flyers. Metro and local governments will provide additional promotion, such as local newspaper and radio ads, as needed. Please indicate what portion of the advertising costs are included in your proposal and what services would need to be picked up by Metro and local governments.

E. Distribution of Bins

Present a plan for bin sale. Contractor shall be responsible for all aspects of the bin sale. Explain how you will set up sites, hire staff, manage traffic and crowd control, and provide equipment and supplies. Contractor shall be responsible for distribution of compost bins. The bins shall be distributed at four locations convenient to the residents of the City of Portland and Washington County. The bins should be distributed on one weekend in May or June 1996. Mid-May is the preferred date.

Proposers should contact the recycling coordinators of the City of Portland (Bruce Walker, 823-7772) and Washington County (Kathy Kiwala, 681-3661) for more information on possible distribution locations. Locations need not be secured as part of the RFP, however recommendations on sites or criteria for selecting sites may be included in proposals.

F. Sale of bins and record-keeping

Present a plan for collecting money from sale of bins. Metro will not collect money from sale of the bins. Contractor will be responsible for all sales transactions. Checks will be made out to the Contractor and this income will partially offset the costs of the compost bins. Metro will pay the balance upon completion of the sale, and submittal of receipts from purchasers. The amount paid by Metro will be negotiated when the contract is awarded. However, the amount paid by Metro will not exceed 25 percent of wholesale price. If all bins are not sold, Metro will take ownership of bins.

G. Coordination and Reporting

Proposer shall designate a coordinator responsible for the day-to-day management of the compost bin promotion, planning and distribution. Contractor shall meet with Metro and local governments at the beginning of the project and at least twice during the planning phase to assess progress. The meeting may be in person or via conference call. A final written report evaluating the compost bin sale and promotion should be submitted by June 30, 1996, with the final invoice for payment to Metro upon project completion.

Contractor shall also keep track of sales and provide a list of names, addresses and phone numbers of customers purchasing bins through the Metro program. This information shall be provided to Metro on a database at the completion of the project.

IV. QUALIFICATIONS/EXPERIENCE

Proposers must have demonstrated experience in manufacturing compost bins and selling large numbers of bins through distribution events. Experience conducting programs with other municipalities is required.

V. PROJECT ADMINISTRATION

Metro expects to award this contract in March 1996. The contractual agreement between Metro and Contractor will continue until project completion and submittal of the final report. The specific terms of the contract will be negotiated in the Public Contract.

Metro's project manager and contact for this project is Leigh Zimmerman. Metro intends to award a contract to a single contractor and that contractor shall assume responsibility for any/all subcontractor work as well as the day-to-day direction and internal management of the project. Proposals shall identify a single person as project manager to work with Metro.

VI. PROPOSAL INSTRUCTIONS

A. Submission of Proposals

Six copies of the proposal shall be furnished to Metro, addressed to:

Leigh Zimmerman
Regional Environmental Management Department
Metro
600 NE Grand Ave.
Portland, OR 97232-2736

B. Deadline

Proposals and a sample compost bin are due by 3:00 p.m., on Wednesday, February 20, 1996. Proposals will not be considered if submitted after the deadline. Postmarks are not acceptable. FAX copies are not acceptable.

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 Leigh Zimmerman at (503) 797-1671. Any questions, which in the opinion of Metro, warrant a written reply or RFP amendment will be furnished to all parties receiving this RFP. Metro will not respond to questions received after February 14, 1996.

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.

E. Disadvantaged, Minority and Women-Owned 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 2.04.100,200 & 300.

Copies of that document are available from the Procurement and Contracts Division of Regional Facilities, Metro, Metro Center, 600 NE Grand Avenue, Portland, OR 97232 or call (503) 797-1717.

VII. PROPOSAL CONTENTS

The proposal should contain not more than *10 double-sided* pages of written material, including the transmittal letter and bin cost sheet. Biographies and pre-printed brochures may be included as attachments to the proposal. The proposal must be printed on recycled paper with post-consumer content. The proposal will describe the ability of the Proposer to perform the work requested, as outlined below:

A. Transmittal Letter

The transmittal letter should contain a brief summary of your organization and how/why it is best qualified to complete the tasks outlined in the RFP, and a statement that the proposal will remain in effect for ninety (90) days after receipt by Metro.

B. Approach/Proposed Work Plan

Describe how the tasks outlined in the Scope of Work (Section III. p. 2-4) will be done within the time frame and budget. Include a proposed work plan and schedule for the items in the scope of work.

Provide a sample compost bin with your proposal or mail separately. Companies that do not provide a bin will not be considered. If your company is not selected, your bin will be returned if you pre-pay freight. Identify the source, and percentage of recycled plastic used in the manufacture of the compost bins. Complete and sign the Certificate of Recycled Content form as an attachment to this RFP.

C. Staffing/Project Manager Designation and Experience

Identify the persons who assisted in preparing the proposal. 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 three years which involved services similar to the services required here. For each of these projects, include the name of the

customer contact person, his/her title, role in the project, and a 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

Metro has established a budget for bins not to exceed \$80,000. Metro's funds will cover up to 25 percent of the wholesale bin price proposed to Metro. The exact subsidy with will be negotiated as part of the contractual agreement. Contractor will recover the balance from residents purchasing bins.

Present the proposed cost of the project and the proposed method of compensation. Indicate the wholesale price per bin that you will offer Metro. Include the amount of subsidy you projected from Metro in calculating the number of bins offered.

List the hourly rates for personnel assigned to the project, total personnel expenditures, support services, and subconsultant fees (if any). Requested expenses should be listed.

F. Exceptions and Comments

To facilitate evaluation of proposals, Metro wishes that all responding firms adhere to the format outlined within this RFP. Firms wishing to take exception to, or comment on, any specified criteria within this RFP are encouraged to document their concerns in this part of their proposal. Exceptions or comments should be succinct, thorough and organized.

XI. 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 review and prior approval of Metro before reimbursement of services can occur. Contractor's invoices shall include an itemized statement of the work done during the billing period, and will not be submitted more frequently than once a month. Metro shall pay Contractor within 30 days of receipt of an approved 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.

XII. 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 required prior to the final selection of one firm.

B. Evaluation Criteria

This section provides a description of the criteria that will be used in the evaluation of the proposals submitted to accomplish the work defined in the RFP.

1. Project Work Plan/Approach (25%)

- a. Effectiveness of proposed approach in meeting project objectives
- b. Specific tasks and method proposed to accomplish work plan elements (i.e., promotion, event coordination)

2. Type of compost bin provided (20%)

- a. Adherence to bin design criteria described in the Scope of Work
- b. Performance of compost bin in terms of the following:
 - Ease of use
 - Durability
 - Appearance
 - Ease of assembly

3. Project Staffing Experience (25%)

- a. Experience and ability of firm and project staff in manufacturing compost bins
- b. Experience in marketing and promotion of sales events
- c. Resources and staff committed to project.

4. Budget/Cost Proposal (30%)

- a. Projected cost of proposed work plan, including number of bins provided, cost per bin, distribution and promotion services. Commitment to budget parameters.

b. Practicality and value of proposed budget.

XIII. NOTICE TO ALL PROPOSERS -- STANDARD AGREEMENT

The attached public contract included herein is a standard agreement approved for use by Metro's General Counsel. As such, it is included for your review prior to submitting a proposal.

CONTRACT NO. _____

PUBLIC CONTRACT

THIS Contract is entered into between Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, whose address is 600 NE Grand Avenue, Portland, Oregon 97232, and _____, whose address is _____, hereinafter referred to as the "CONTRACTOR."

In exchange for the promises and other consideration set forth below, the parties agree as follows:

**ARTICLE I
SCOPE OF WORK**

CONTRACTOR shall perform the work and/or deliver to METRO the materials described in Attachment A, the Scope of Work, which is incorporated herein by this reference. All services and materials shall be of good quality and, otherwise, in accordance with the Scope of Work.

**ARTICLE II
TERM OF CONTRACT**

The term of this Contract shall be for the period commencing on the last signature date below, through and including June 30, 1996.

**ARTICLE III
CONTRACT SUM AND TERMS OF PAYMENT**

METRO shall compensate the CONTRACTOR for work performed and/or materials supplied as described in the Scope of Work. METRO shall not be responsible for payment of any materials, expenses or costs other than those which are specifically included in the Scope of Work.

**ARTICLE IV
LIABILITY AND INDEMNITY**

CONTRACTOR is an independent contractor and assumes full responsibility for the content of its work and performance of CONTRACTOR's labor, and assumes full responsibility for all liability for bodily injury or physical damage to person or property arising out of or related to this Contract, and shall indemnify, defend and hold harmless METRO, its agents and employees, 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 Contract. CONTRACTOR is solely responsible for paying CONTRACTOR's subcontractors and nothing contained herein shall create or be construed to create any contractual relationship between any subcontractor(s) and METRO.

ARTICLE V TERMINATION

METRO may terminate this Contract upon giving CONTRACTOR seven (7) days written notice. In the event of termination, CONTRACTOR shall be entitled to payment for work performed to the date of termination. METRO shall not be liable for indirect or consequential damages. Termination by METRO will not waive any claim or remedies it may have against CONTRACTOR.

ARTICLE VI INSURANCE

CONTRACTOR shall purchase and maintain at CONTRACTOR's expense, the following types of insurance covering the CONTRACTOR, its employees and agents.

A. Broad form comprehensive general liability insurance covering personal injury, property damage, and bodily injury with automatic coverage for premises and operation and product liability. The policy must be endorsed with contractual liability coverage.

B. Automobile bodily injury and property damage liability insurance.

Insurance coverage shall be a minimum of \$500,000 per occurrence. If coverage is written with an aggregate limit, the aggregate limit shall not be less than \$1,000,000. METRO, its elected officials, departments, employees, and agents shall be named as an ADDITIONAL INSURED. Notice of any material change or policy cancellation shall be provided to METRO thirty (30) days prior to the change.

This insurance as well as all workers' compensation coverage for compliance with ORS 656.017 must cover CONTRACTOR's operations under this Contract, whether such operations be by CONTRACTOR or by any subcontractor or anyone directly or indirectly employed by either of them.

CONTRACTOR shall provide METRO with a certificate of insurance complying with this article and naming METRO as an insured within fifteen (15) days of execution of this Contract or twenty-four (24) hours before services under this Contract commence, whichever date is earlier.

ARTICLE VII PUBLIC CONTRACTS

All applicable provisions of ORS chapters 187 and 279, and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if such provision were a part of this Agreement, including, but not limited to, ORS 279.310 to 279.320. Specifically, it is a condition of this contract that Contractor and all employers working under this Agreement are subject employers that will comply with ORS 656.017 as required by 1989 Oregon Laws, Chapter 684.

ARTICLE VIII ATTORNEY'S FEES

In the event of any litigation concerning this Contract, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to any appellate courts.

**ARTICLE IX
QUALITY OF MATERIALS AND SERVICES**

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. All workers and subcontractors shall be skilled in their trades.

CONTRACTOR guarantees all work against defects in material or workmanship for a period of one (1) year from the date of acceptance or final payment by METRO, whichever is later. All guarantees and warranties of materials furnished to CONTRACTOR or subcontractors by any manufacturer or supplier shall be deemed to run to the benefit of METRO.

**ARTICLE X
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 hereto that such documents are works made for hire. CONTRACTOR does hereby convey, transfer and grant to METRO all rights of reproduction and the copyright to all such documents.

**ARTICLE XI
SUBCONTRACTORS**

CONTRACTOR shall contact METRO prior to negotiating any subcontracts and CONTRACTOR shall obtain approval from METRO before entering into any subcontracts for the performance of any of the services and/or supply of any of the materials covered by this Contract.

METRO reserves the right to reasonably reject any subcontractor or supplier and no increase in the CONTRACTOR's compensation shall result thereby. All subcontracts related to this Contract shall include the terms and conditions of this agreement. CONTRACTOR shall be fully responsible for all of its subcontractors as provided in Article IV.

**ARTICLE XII
RIGHT TO WITHHOLD PAYMENTS**

METRO shall have the right to withhold from payments due 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.

If a liquidated damages provision is contained in the Scope of Work and if CONTRACTOR has, in METRO's opinion, violated that provision, METRO shall have the right to withhold from payments due CONTRACTOR such sums as shall satisfy that provision. All sums withheld by METRO under this Article shall become the property of METRO and CONTRACTOR shall have no right to such sums to the extent that CONTRACTOR has breached this Contract.

**ARTICLE XIII
SAFETY**

If services of any nature are to be performed pursuant to this agreement, CONTRACTOR shall take all necessary precautions for the safety of employees and others in the vicinity of the services being performed and shall comply with all applicable provisions of federal, state and local safety laws and building codes, including the acquisition of any required permits.

**ARTICLE XIV
INTEGRATION OF CONTRACT DOCUMENTS**

All of the provisions of any bidding documents including, but not limited to, the Advertisement for Bids, Request for Bids or Proposals, General and Special Instructions to Bidders, Proposal, Bid, Scope of Work, and Specifications which were utilized in conjunction with the bidding of this Contract are hereby expressly incorporated by reference. Otherwise, this Contract represents the entire and integrated agreement between METRO and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both METRO and CONTRACTOR. The law of the state of Oregon shall govern the construction and interpretation of this Contract.

**ARTICLE XV
ASSIGNMENT**

CONTRACTOR shall not assign any rights or obligations under or arising from this Contract without prior written consent from METRO.

_____	METRO
Signature	Signature
Print name and title	Print name and title
Date	Date

Attachment A

SCOPE OF WORK

1. Description of the Work.

Contractor shall perform the following work.

2. Payment, Billing and Term.

Contractor's proposal is incorporated into this contract by this reference; if there is any conflict between the proposal and the other parts of this contract, then the other parts of this contract shall prevail. Contractor shall perform task 1 for a price not to exceed \$____. Contractor shall perform task 2 for a price not to exceed \$____. Contractor shall perform task 3 for a price not to exceed \$____. Contractor shall provide all the above services at the hourly rate of \$____ for a maximum price not to exceed ____ THOUSAND, ____ HUNDRED AND ____ DOLLARS (\$____.00).

In the event Metro wishes for Contractor to provide services or materials after the maximum contract price has been reached, Contractor shall provide such services or materials pursuant to amendment at the same unit prices and under the same terms and conditions as are set forth above. Metro may, in its sole discretion and upon written notice to Contractor, extend the term of this contract for a period not to exceed 12 months. During such extended term all terms and conditions of this contract shall continue in full force and effect.

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 statements 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 Regional Environmental Management Department. Metro will pay Contractor within 30 days of receipt of an approved billing statement.

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CERTIFICATE OF RECYCLED CONTENT

I, the undersigned duly authorized representative for the company and product listed below, hereby certify that to the best of my knowledge the product is a recycled product, with the percent recycled content, defined by Oregon Revised Statutes ORS 279.545(5), ORS 279.545(1) and ORS 279.545(6) and listed below.

ORS 279.545(5): " 'Recycled Product' means all materials, goods and supplies, not less than 50 percent of the total weight of which consists of secondary and post-consumer waste with not less than 10 percent of its total weight consisting of post-consumer waste. 'Recycled product' also includes any product that could have been disposed of as solid waste, having completed its life cycle as a consumer item, but otherwise is refurbished for reuse without substantial alteration of the product's form."

ORS 279.545(6): " 'Post Consumer Waste' means a finished material which would normally be disposed of as solid waste, having completed its life cycle as a consumer item. 'Post-consumer waste' does not include manufacturing waste."

ORS 279.545(6): " 'Secondary Waste Material' is defined as fragments of products or finished products of a manufacturing process which has converted a virgin resource into a commodity of real economic value, and includes post-consumer waste, but does not include excess virgin resources of the manufacturing process. For paper, 'secondary waste materials' does not include fibers recovered from waste water or trimmings of paper machine rolls, mill broke, wood slabs, chips, sawdust or other wood residue from a manufacturing process."

I certify that _____ (product name) is a recycled product as defined in the Oregon Revised Statutes (ORS 279.545).

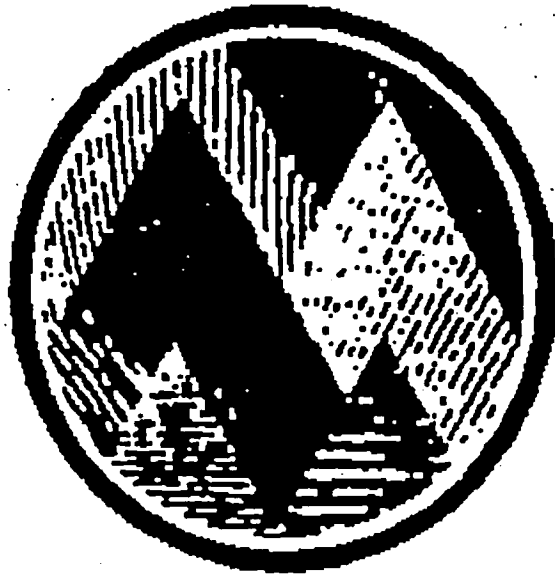
I certify that the product contains _____ percent total recycled content (secondary waste) with _____ percent post-consumer waste as defined in the Oregon Revised Statutes.

Signature: _____ Title: _____
(sign in ink)

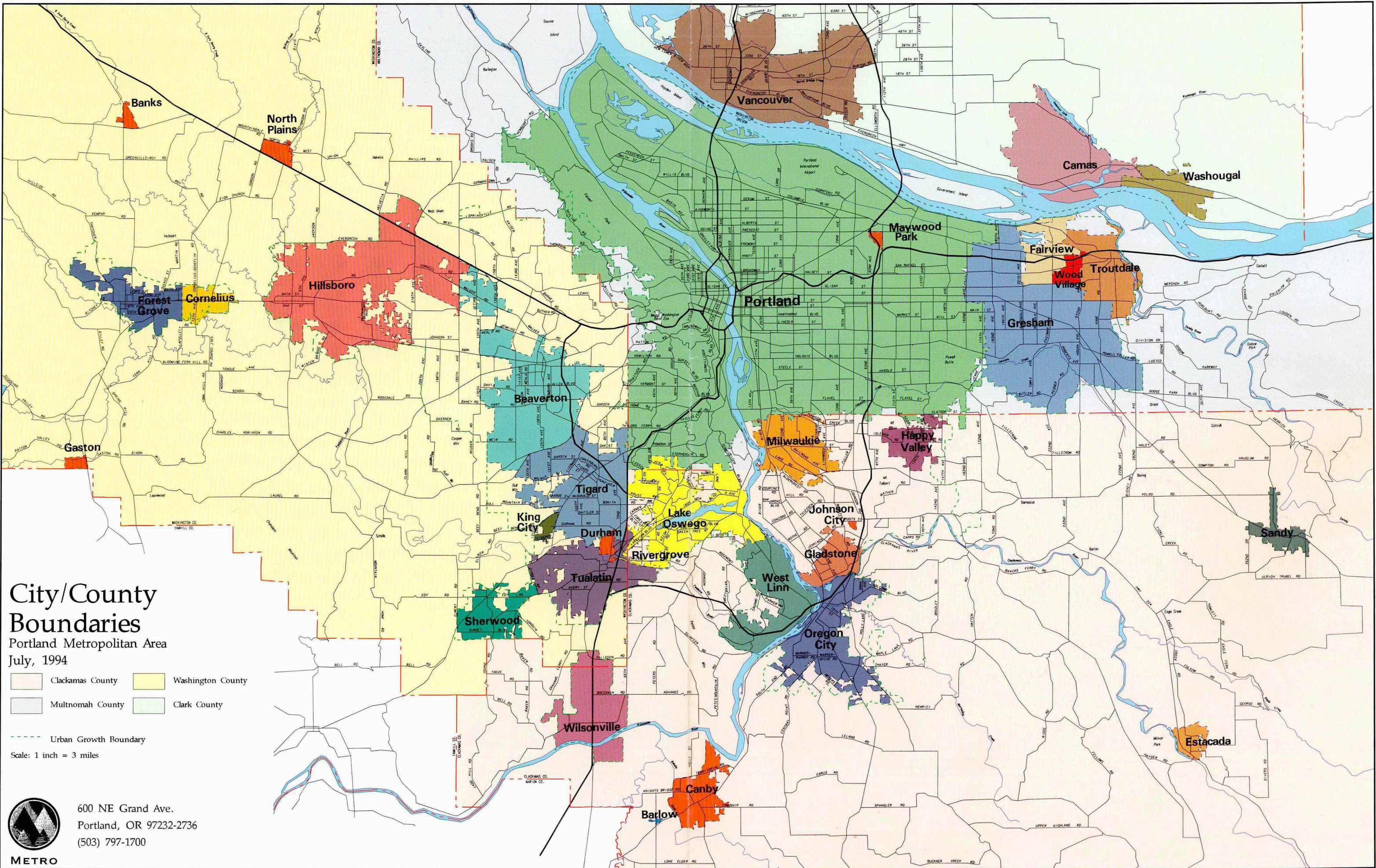
Company: _____ Date: _____

Neither Metro nor any Metro employee makes any warranty, expressed or implied, or assumes any legal liability or responsibility for the products listed herein; nor does this certificate constitute an endorsement by Metro of any product or process, manufacturer, company, trade name or trademark.

Printed on recycled content paper with 35% post-consumer waste.



METRO



City/County Boundaries

Portland Metropolitan Area
July, 1994

- Clackamas County
- Washington County
- Multnomah County
- Clark County

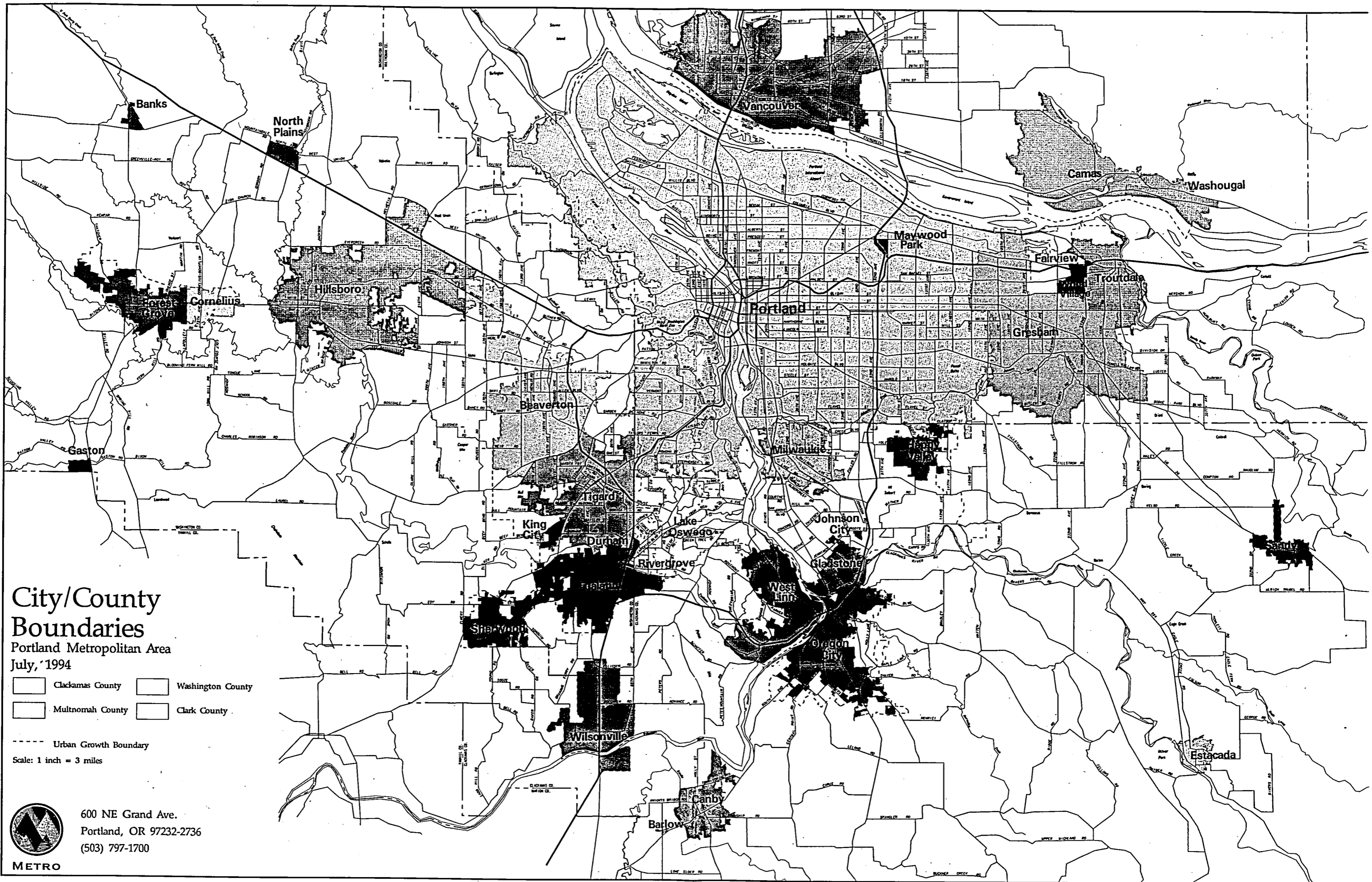
Urban Growth Boundary

Scale: 1 inch = 3 miles



600 NE Grand Ave.
Portland, OR 97232-2736
(503) 797-1700

METRO



City/County Boundaries

Portland Metropolitan Area
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- Clackamas County
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--- Urban Growth Boundary

Scale: 1 inch = 3 miles



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METRO