

# Metropolitan Wastewater MANAGEMENT COMMISSION



*partners in wastewater management*

## REQUEST FOR PROPOSALS FOR DIGITAL MEDIA ADVERTISING CONSULTANT SERVICES

**Project Name:**

**METROPOLITAN WASTEWATER MANAGEMENT COMMISSION COMMUNITY SURVEY AND ANALYSIS**

**Project Number:**

**P80106**

**Project Location:**

**Metropolitan Wastewater Management Commission Service Area Eugene/Springfield Metropolitan Area, Oregon**

**Proposals Due:**

**August 4, 2023 at 3:00 PM Local Time**

**Project Manager:**

**MWMC COMMUNICATIONS COORDINATOR**

**Mr. Thomas Gray**

**[igray@springfield-or.gov](mailto:igray@springfield-or.gov)**

**541.726.3684**

**Submit Proposals to:**

Mr. Thomas Gray, MWMC Communications Coordinator

City of Springfield – Development and Public Works Department Environmental Services Division

225 Fifth Street, Springfield, OR 97477

*Physical copy of solicitation available at this address.*

## I. SOLICITATION

### A. Solicitation of Services

The Metropolitan Wastewater Management Commission (MWMC) is soliciting professional digital advertising planning and strategy services (“Digital Media Advertising Consultant” or “Consultant”) for assistance with development, implementation, and analysis of a community-wide digital media advertising campaign (“Campaign”). This Request for Proposals (RFP) is available electronically beginning July 5, 2023 on the MWMC website: <http://www.mwmcpartners.org> by clicking the left sidebar link “For Contractors.”

### B. Purpose of Solicitation

The MWMC seeks a Digital Media Advertising Consultant to assist in planning and delivery of digital advertising. The Scope of Work for the Digital Media Advertising Consultant is set forth in **Exhibit A**. The Digital Media Advertising Campaign shall consist of messages targeting three key behaviors that affect wastewater infrastructure and water quality:

- Collecting fats, oils, and grease (FOG) and disposing of them in the garbage. FOG should not be sent down the drain.
- Wipes of all kinds should be thrown away. There are no “flushable” wipes.
- Pharmaceuticals should be taken to authorized disposal sites. Prescription medications pollute water.

The consultant shall provide data during and after the advertising campaign, including but not limited to viewership, reach, and click-through rates of advertisements, as well as metrics designed to measure behavior changes.

## II. INTRODUCTION

Information about the MWMC and the need for a Market Research Consultant is set forth below.

### A. About the MWMC

The MWMC is the governing body that manages the regional wastewater treatment facilities serving Eugene and Springfield, Oregon. In addition to the regional wastewater treatment plant, the MWMC operates a biosolids management facility, the Biocycle Farm hybrid poplar tree plantation, and the Beneficial Reuse Site lagoon and agricultural lands. More information about the MWMC and its operations is available at <http://www.mwmcpartners.org>.

### B. Consultant Need

As part of the annual budget process for the MWMC, key outcomes and performance indicators are determined and set annually. The MWMC has made outreach and public relations a priority through Outcome #5 – *Achieve and maintain public awareness and understanding of MWMC, the regional wastewater system, and MWMC’s objectives for maintaining water quality and a sustainable environment*. This Campaign will serve to raise public awareness of common polluting behaviors that impact the regional wastewater system and support other MWMC objectives that promote water quality. The Campaign will help to modify polluting behaviors and promote safer, sustainable habits in the Eugene-Springfield community.

**C. Schedule of Events**

The Schedule of Events for this RFP is set forth, below. The Schedule of Events may be changed by the MWMC as needed. Results of the evaluation process will be emailed to submitting parties at each tier of the competitive evaluation. The notice of intent to award will be emailed to all submitting parties and posted on the MWMC’s website.

Issuance of RFP documents	July 5, 2023
Solicitation Protest Deadline	July 28, 2023 by 5 p.m.
Deadline for Proposal Submission	August 4, 2023 by 3 p.m.
Proposal Opening and Evaluation	August 7, 2023 at 9 a.m. at Springfield City Hall
Notice of Intent to Award	August 14, 2023
Selection Protest Deadline	August 21, 2023 by 5 p.m.
Commencement of Contract	August 28, 2023
Project Completion Date	December 31, 2023

**III. PROPOSAL CONTENTS**

Proposals shall conform to the requirements set forth below. Proposals shall be typed and prepared in a simple, economical manner.

A Proposer shall not make the Proposal contingent upon the MWMC’s acceptance of any terms that are in conflict with or are in addition to those advertised in the RFP.

**A. Letter of Interest**

Provide a letter indicating interest in providing the services requested. The letter must include contact information and must be signed by a person authorized to bind the firm.

**B. Project Description and Approach**

Provide a statement of the services to be provided, including a detailed explanation of how the services are to be provided. A project schedule should be included in this section.

**C. Project Team**

List the experience and qualifications of staff who will be working on the project. Describe applicable skills and accomplishments of the project manager. Confirm availability and commitment of named staff to the project. If the project manager is not local, identify any local contact and describe how project management, coordination and communications with the MWMC will be accomplished. Do not include persons who will not be working on the project.

**D. Related Experience**

Provide project description for up to five (5) recent projects similar in nature to the proposed project, including completion dates, measures that indicate quality and successful project completion, and a client reference list including name, phone number and email address. Indicate the involvement of proposed key staff on those or similar projects. Indicate the team’s

familiarity with the MWMC's local area. Provide any background information on the size, capability and location of the firm that may be beneficial.

**E. Cost Proposal**

The MWMC has budgeted up to \$60,000 for Consultant services to create, implement, and analyze the Digital Media Advertising Campaign. Provide a cost Proposal to perform the scope of work. Include estimated person hours, labor costs, and expenses for each task listed in the scope of work. Clearly describe any deviation from the listed scope of work that would affect costs by an amount greater than \$4,000. Separate the cost of any proposed optional services from the cost of services requested. The format for the cost Proposal is to be selected by the Proposer. Include a listing of hourly rates for all employee classifications anticipated to work on the project, as well as rates for non-labor direct expenses. Include similar information for any major sub-consultants expected to perform work in an amount greater than \$4,000. The listed rates will be used in preparation of any future change orders.

**F. Certifications**

Proposals must contain the completed certifications in Exhibit B: Proposer Certifications. The Proposer shall state whether it is a resident Proposer as set forth in ORS 279A.120.

**IV. PROPOSAL EVALUATION CRITERIA AND SCORING**

This section describes the criteria by which Proposals will be evaluated and the selection process of the highest ranked Proposer. An evaluation committee will evaluate Proposals for conformity with the stated submittal requirements, and content and quality of the responses in accordance with the evaluation procedures set forth in ORS 279B.060 and MWMC Rule 137-047-0260.

The MWMC will provide written determination of the Proposer whose Proposal is "most advantageous to the MWMC," pursuant to ORS 279B.060 based on the evaluation process, any factors described in this RFP, and any applicable preferences described in ORS 279A.120 and ORS 279A.125.

**1. Project Understanding and Approach (30 Max Points)**

Evaluate the Proposer's project understanding and approach to accomplish the objectives and tasks set forth in the Scope of Work. Consider methodologies proposed to accomplish the work, including the types of information or data required. Review the proposed schedule for compliance with stated milestone dates and/or suggested schedule enhancements or deviations.

**2. Project Team, Experience and Quality of Service (30 Max Points)**

Evaluate the proposed team's qualifications, experience, skills, and commitment to perform the work. Evaluate the Proposer's recent project experience, specifically for this type of work, level of complexity, and comparable size with the proposed project. Were proposed team members actively involved in many of the referenced projects? Consider the quality of the Proposer's completed projects and the quality of service the Proposer provided on previous projects for the MWMC.

**3. Cost (40 Max Points)**

The Proposal that accomplishes the stated objectives and tasks at the lowest cost will receive the highest points for this criterion.

**TOTAL POINTS: 100**

## **V. ADMINISTRATIVE INFORMATION**

### **A. Submission Date and Location**

Each Proposer must provide **six (6) copies** of the Proposal; one (1) copy should be marked "Original." The outside of the sealed envelope or box should be marked with the Proposer's name and "MWMC Community Survey and Analysis" before delivering to the address listed below. The proposals must physically be received by the MWMC by 3:00 PM on August 26, 2019. **Submission Mailing Address:** City of Springfield Thomas Gray, MWMC Communications Coordinator 225 Fifth Street Springfield, Oregon 97477 **Submission Physical Address:** City of Springfield Thomas Gray, MWMC Communications Coordinator Development and Public Works Department, SE Wing 225 Fifth Street Springfield, Oregon 97477

**Proposals submitted by telephone, facsimile, or electronically will not be accepted.** Proposals received after the specified due date and time will not be given further consideration.

### **B. Addenda to RFP**

In the event it is necessary to amend, revise, or supplement any part of the RFP, addenda will be posted at the following web location: <http://www.mwmcpartners.org>. Mouse over the Capital Improvements tab in the top menu, then click the "Request for Proposals" tab. The MWMC will not mail or provide other notice of any Addenda, therefore offerors are advised to check the MWMC website regularly. Once a week until the week of the deadline for proposal submission and once daily in the week prior to the deadline for proposal submission are recommended. Any changes or additions to the RFP content developed after release of the RFP will be described in addenda. This includes any change of dates in the Schedule of Events. Any addenda so issued are to be considered part of the specifications of the RFP. The MWMC is not responsible for any explanation, clarification, interpretation or approval made or given in any manner except by written addenda issued by the MWMC. In case of any doubt or differences of opinion as to the services to be furnished hereunder, or the interpretation of the provisions of the RFP, the decision of the MWMC shall be final and binding upon all parties.

### **C. Inquiries**

All questions and contacts with the MWMC regarding the RFP must be addressed in writing, via email, to the Project Manager:

MWMC Project Manager Thomas Gray, MWMC Communications Coordinator  
igray@springfield-or.gov | 541.726.3684

Statements made by the MWMC Project Manager are not binding on the MWMC unless confirmed in writing via an addendum. Addenda will be issued for significant clarifications that arise during the response period up to the final date of addenda issuance.

Contact with other staff members of the MWMC, without prior clearance from the Project Manager, may result in Proposer disqualification.

**D. Comments and Solicitation Protests**

Protests of the requirements, evaluation criteria, or any other provisions of this RFP, or requests for changes or clarifications of the RFP shall be made in writing, via email, to the Project Manager by the time stated in the Schedule of Events. Protests shall include the reason for the protest and any proposed changes to the requirements. No such protests or request will be considered if received after the deadline.

**E. Rejection of Proposals**

The MWMC may reject any Proposal not in compliance with all prescribed public contracting rules and this RFP, and may reject for good cause any or all Proposals in accordance to ORS279B.100

**F. Modification / Withdrawal**

Unless otherwise specified, modification of the Proposal will not be permitted; however a Proposer may withdraw his or her Proposal at any time prior to the scheduled closing time for receipt of Proposals by submitting, via email to the Project Manager, a written statement stating the Proposal is withdrawn. Withdrawal of Proposal shall not disqualify the Proposer from submitting another Proposal provided the time for receipt of Proposals has not expired.

**G. Cancellation**

The MWMC reserves the right to cancel award of this contract at any time before execution of the contract by both parties if cancellation is deemed to be in the MWMC's best interest. In no event shall the MWMC have any liability for the cancellation of award.

**H. Duration of Proposals**

Pursuant to MWMC Rule 137-047-0480, each Proposal constitutes a Firm Offer, irrevocable and binding on the Proposer for a period of sixty (60) days following closing of this RFP. Proposals must be signed by an official authorized to bind the Proposer.

**I. No Obligation**

All Proposers who submit a Proposal in response to this RFP are deemed to understand, acknowledge, and agree that the MWMC is not obligated as a result of the submittal of a Proposal to enter into a contract with any Proposer and, further, that the MWMC is not liable for any cost incurred by Proposers arising from responding to this RFP. All Proposers who respond to this RFP do so solely at their own expense.

**J. Selection Process**

The MWMC reserves the right to select the Market Research Consultant on the basis of the Proposals or to conduct interviews with the highest qualified Proposers following evaluation and scoring of the Proposals, whichever is determined to best serve the needs of the MWMC. The MWMC reserves the right to seek clarifications of any or all Proposals.

**K. Negotiation of Agreement**

The MWMC reserves the right to negotiate a final contract that is in the best interest of the MWMC considering among other things, cost effectiveness. Once the evaluation committee has made a tentative selection, the MWMC staff, on behalf of the MWMC, will attempt to negotiate a contract with the preferred Proposer. If the negotiations are not successful, the MWMC staff may negotiate with other qualified Proposers, in the order of their respective Proposal rating, until an agreement is reached or the staff decides to terminate the selection process. If contract negotiations are successful the contract will be forwarded to the MWMC for approval.

**L. Selection Protests**

Any Proposer who claims to have been adversely affected or aggrieved by the selection of a competing Proposer shall submit such protest in writing, via email, to the Project Manager by the time stated in the Schedule of Events.

**M. Reporting and Payment**

The selected Market Research Consultant shall submit monthly billings to the MWMC Project Manager. Each billing should outline the work effort involved in the billing period, by task and subtask, specifically: who worked on the project (job classification, salary level); number of hours worked; and direct costs such as travel or printing costs. Appropriate documentation to support each progress billing must accompany the billing, including but not necessarily limited to:

- Brief summary of work accomplished for the billing period. Work should be sufficiently detailed to be associated with specific tasks and subtasks.
- Demonstrate that billings to date reflect percent complete.
- An overall Billing Summary for the project to date, broken down by task, subtask, and direct costs.

The MWMC anticipates this contract with the selected Market Research Consultant will be performed on a time and materials basis with an agreed upon not to exceed total cost. The agreed upon not to exceed total cost may not be exceeded without prior written authorization by the MWMC. Periodic payments will be tracked and paid in accordance with progress and tasks completed. The Market Research Consultant is required to complete the full Scope of Work for tasks and subtasks for the not to exceed total cost regardless of cost to the Consultant.

**N. Trade Secrets and Public Records Law**

All material submitted by the Proposer as part of their Proposal shall be considered property of the MWMC, and the MWMC shall not be required to return the same to the Proposer unless otherwise noted in this RFP.

After Proposal opening, all Proposals become part of the public record unless exempt under Oregon Public Records law. **If a Proposal contains any information that is considered a trade**

**secret under ORS 192.501 (2), Proposers must mark each sheet of such information with the following legend: "This data constitutes a trade secret under ORS 192.501 (2), and shall not be disclosed except in accordance with Oregon Public Records Law, ORS Chapter 192."**

In order to facilitate public inspection of the non-confidential portion of the Proposal, material designated as confidential shall accompany the Proposal and shall be readily separable from it. **Any Proposal marked as a trade secret in its entirety will be considered non-responsive.**

**O. Insurance Requirements**

The Proposer awarded this contract shall maintain in force during the duration of the Agreement the following insurance policies:

1. Worker's Compensation Insurance – coverage for its employees, officers, agents or partners including employers' liability in compliance with the workers' compensation law, ORS Chapter 656, as it may be amended. If workers' compensation insurance is required by ORS Chapter 656, the Proposer shall maintain coverage for all subject workers as defined by ORS Chapter 656 and shall maintain a current, valid certificate of workers' compensation insurance on file with the MWMC for the entire period during which work is performed under the contract.
2. Commercial General Liability Insurance – written on an occurrence basis with limits not less than \$2,000,000 per occurrence and \$2,000,000 per project in the aggregate for bodily injury, property damage, and personal injury.
3. The Proposer shall include as additional insured's under the above commercial general liability policy or policies the Owner, City of Springfield, City of Eugene, Lane County, and all of their directors, officers, principals, agents and employees by providing the fully completed Endorsement CG2010 "Additional Insured - Owners, Lessees, or Contractors –Scheduled Person or Organization," or the equivalent thereof, and the fully completed Endorsement CG2037 "Additional Insured – Owners, Lessees, or Contractors – Completed Operations," or the equivalent thereof, to the above policy or policies. Such insurance shall be provided on an occurrence basis and include a "cross-liability" coverage as provided under standard ISO Forms "Separation of Insured" clause.
4. Automobile Liability Insurance – in the amount of \$2,000,000 combined single limit. Furthermore, the Proposer shall include as additional insureds for both ongoing and completed operations under the Proposer's automobile policy or policies, the Owner, City of Springfield, City of Eugene, Lane County, the Proposer and all of their directors, officers, principals, agents and employees by providing the fully completed Endorsement CA 2048, or the equivalent thereof, to the automobile policy or policies.
5. Extended Reporting Coverage ("Tail Coverage") – this insurance extends coverage after a "claims made" policy term has ended. "Claims made" policy means that any claim under the policy must be reported during the policy period.
6. Maximum Deductible/Self-Retention. Any deductible or self-retention must be disclosed on the certificate of insurance and no deductible or retention may exceed \$10,000 without the prior written consent of the MWMC.
7. Insurance Certificates – The Proposer shall provide the MWMC with certificates of insurance evidencing all policies required prior to the date of Contract execution. The Proposer shall, within five (5) business days of the provision of the Certificates of Insurance, also provide copies



of the specific provisions of each policy of insurance setting forth the notification requirements the insurer owes to the Proposer. Thereafter, the Proposer shall be required to provide to the MWMC, within twenty-four (24) hours of the Proposer receiving such notice, the notice of lapse, cancellation, material reduction, or other modification provided to the Proposer from its insurer.

8. MWMC's Right of Coverage Rejection – The MWMC retains the right to reject any insurance policy or certificate of insurance held or provided by the Proposer that fails to meet the required standards. The MWMC shall not unreasonably withhold its acceptance of the policies and certifications provided by the Proposer.
9. Primary Coverage – Insurance carried by the Proposer must be the primary coverage and any insurance held by the MWMC is excess and solely for damages or losses for which the MWMC is responsible.

The selected Proposer shall not commence work until it has provided the MWMC with the required insurance certificates. The Proposer's failure to maintain any of the required insurance shall be sufficient cause for termination or suspension of the contract.

All insurance required shall be obtained through a company or companies having a policyholders' best's rating of at least A-VIII. Such company or companies shall be duly authorized to transact business in the State of Oregon and shall be acceptable to the MWMC. All insurance carried by the Proposer shall be primary to any insurance or self-insurance of the MWMC.

The Proposer shall require that all of its sub-contractors of any tier provide insurance coverage and limits identical to the insurance required of the Proposer under the contract.

**P. Consequences for Failure to Perform the Scope of Work**

In addition to or in lieu of all other remedies available to the MWMC, the MWMC shall have the right to do the following in the event of Proposer's failure to perform as identified in this RFP or Proposer's failure to meet established performance standards:

- 1.Reduce or withhold payment;
- 2.Require Proposer to perform, at Proposer's expense, additional work necessary to perform the identified Scope of Work or meet the established performance standards; or
- 3.Declare a default, terminating the contract and seek damages and other relief available under the terms of the contract or other applicable law.

# **Exhibit A**

## **Scope of Work**

### **1. Project Objectives**

The MWMC is seeking proposals for professional marketing and advertising services to assist in the delivery and management of a public-awareness campaign. The MWMC will produce digital advertisements such as banners, images, animations, and videos providing education on wastewater pollution and prevention tips to community members of the Eugene-Springfield metropolitan area. The selected contractor will provide services delivered as noted below.

The MWMC's objective is to provide pollution education to wastewater utility ratepayers and the overall community in Eugene and Springfield that will foster behavior changes, in-turn reducing pollution in the regional wastewater system. The MWMC's 2019 Community Survey results found that ratepayers care most about information regarding pollution and pollution-prevention. The MWMC plans to build its reputation as an authoritative voice on wastewater pollution issues and solutions. Local and regional wastewater infrastructure and the environment benefit when consumers implement pollution control practices.

### **2. Planning**

- Contractor will identify digital media and/or multimedia channels that will best facilitate behavior changes for local ratepayers.
- Contractor will provide a recommended purchasing plan with estimates of how many impressions the advertisements will generate. For web-based advertising, provide estimates of click-through rates advertisements will generate. Also provide estimates of engagement from audience as a result of advertising (For example, an advertisement about FOG generating requests for FOG kits).
- Contractor will provide analysis of what types of advertisements will perform best on specific channels (e.g., banner ads, photos/graphics, animations, videos, etc.).

### **3. Delivery**

- The MWMC will produce the advertisements in-house.
- Contractor will review the MWMC advertisements and ensure they meet the parameters and requirements of the selected advertising channel.
- Contractor will deliver the completed advertisements to the advertising channels.
- Contractor will work with MWMC to correct any technical issues with advertisements after delivery.

#### **4. Management & Monitoring**

- Contractor will provide monthly updates to the MWMC on the performance of advertisements.
- Contractor will report number of impressions generated by ads, as well as number of clicks generated by online ads.
- Contractor will provide recommendations for continued spending or modifications that can be made to maximize the advertising budget.

#### **5. Final Reporting**

- Contractor will provide a final report on the outcomes of the advertising campaign. Provide key metrics and analysis.
- Contractor will provide recommendations for future advertising campaigns based on outcomes of the campaign.

#### **6. Schedule**

- Public-awareness campaign to launch in summer/early fall of 2023.
- Campaign proposal should run for a minimum period of 3 months.
- First monthly report due to MWMC on the 1<sup>st</sup> of the month after the beginning of the campaign, and then on the 1<sup>st</sup> of every month thereafter for the duration of the campaign.
- Final Report due to MWMC 14 days after the conclusion of the campaign.
- Present final report to MWMC staff or Commission (if requested).

**EXHIBIT B  
PROPOSER CERTIFICATIONS**

**REQUEST AND AUTHORIZATION TO RELEASE INFORMATION, RELEASE OF  
LIABILITY/CLAIMS AND AGREEMENT NOT TO SUE**

**(This Form Will Be Provided To References)**

**To Whom It May Concern:**

I, the undersigned, have submitted a Proposal to a Request for Proposals ("RFP") to contract with the Metropolitan Wastewater Management Commission ("MWMC"). I request and authorize you to furnish to the MWMC any and all information you may have regarding my employment or my firm's employment, including but not limited to, evaluations or assessments of my/my firm's work performance and qualifications.

I request and authorize you to provide the information requested or to participate in a phone or in-person interview with a representative of the MWMC.

In consideration of your cooperation with this request, I hereby release you, and any and all other persons employed by or connected with your firm, the MWMC and/or organization from any and all liability and/or claims now or in the future arising from the furnishing of any information, including good faith expressions of opinion, to the MWMC as requested. I further agree not to sue the MWMC, you, or any and all other persons employed by or connected with your firm/the MWMC/organization as a result of the furnishing of any information, including good faith expressions of opinion, to the MWMC.

I am aware and understand that the information and good faith opinions furnished to the MWMC pursuant to this request will remain confidential with the MWMC if requested by you, and will not be disclosed to me or to any other person, except as required by law.

The individual signing on behalf of Proposer hereby accepts all terms and conditions contained in the foregoing Request and Authorization to Release Information:

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*Signature of Authorized Representative* *Date*

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*Name of Firm*

**Note: Photocopy or Fax reproduction of this request shall be for all intents and purposes as valid as the original. You may retain this form for your files.**

## **ADDENDA ACKNOWLEDGEMENT**

- A. The MWMC reserves the right to make changes to the RFP and the resulting Contract, by written Addendum, prior to the deadline for submissions. Addenda will be posted on the MWMC's website. The MWMC is not responsible for a Proposer's failure to receive any addenda. Addenda shall only be issued by the MWMC and upon issuance are incorporated into the RFP or the resulting contract. If required by the Addendum, Proposers shall sign and return the Addendum prior to the deadline for submissions.
- B. By Proposer's signature on its Proposal, Proposer ACKNOWLEDGES, AGREES and CERTIFIES TO THE FOLLOWING:
  - a. If any Addenda are issued in connection with this RFP, Proposer has received and duly considered such Addenda, and has completed the blanks below identifying all Addenda issued, and acknowledging and agreeing to the terms of all such Addenda as those terms revise the terms and conditions associated with this RFP.

**ADDENDA: No. \_\_\_\_\_ to No. \_\_\_\_\_ inclusive.**

- b. IN ADDITION to completing the blanks above to identify all Addenda, if any, issued under this RFP, Proposer shall sign and return any Addendum that states that it must be signed and returned.

## **RESPONSIBILITY INQUIRY/ CONTRACTOR REFERENCES**

- A. The MWMC reserves the right, pursuant to MWMC Rule 137-047-0500 and 137-047-0600 to investigate and evaluate, at any time prior to award and execution of the Contract, the apparent successful Contractor's responsibility to perform the Contract. Submission of a signed Proposal shall constitute approval for the MWMC to obtain any information the MWMC deems necessary to conduct the evaluation. The MWMC shall notify the apparent successful Proposer, in writing, of any other documentation required, which may include, but is not limited to, recent profit-and-loss history; current balance statements; assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims; availability of short and long-term financing; bonding capacity; credit information; material; equipment; facility and personnel information; performance record; etc. Failure to promptly provide this information shall result in Proposal rejection.
- B. The MWMC may postpone the award of the Contract after announcement of the apparent successful Proposer in order to complete its investigation and evaluation. Failure of the apparent successful Proposer to demonstrate responsibility shall render the Proposer nonresponsible and shall constitute grounds for Proposal rejection, as required under MWMC Rule 137-047-0500.

## **RECYCLED PRODUCTS**

- A. Contractors shall use recyclable materials to the maximum extent economically feasible in the performance of the Contract Work set forth in this RFP.

ORS 279A.010(1)(ii) states: "'Recycled product' means all materials, goods and supplies, not less than 50 percent of the total weight of which consists of secondary and postconsumer waste with not less than 10 percent of total weight consisting of post-consumer waste.

'Recycled product' also includes any product that could have been disposed of as a 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 279A.010(1)(u) states: "'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 279A.010(1)(jj) states: "'Secondary waste materials' means fragments of products of 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 fibrous waste generated during the manufacturing process such as 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." ORS 279A.010(1)(hh) states: "'Recycled PETE product' means a product containing postconsumer polyethylene terephthalate material."

- A. By my signature on this Proposal, I, hereby affirm that Proposer will comply with the above recycled products provision.

## **FOREIGN CONTRACTOR**

If the amount of the Contract exceeds ten thousand dollars (\$10,000), and if Contractor is not domiciled in or registered to do business in the State, Contractor shall promptly provide to the Oregon Department of Revenue all information required by that Department relative to the Contract. The MWMC shall be entitled to withhold final payment under the Contract until Contractor has met this requirement.

## **CERTIFICATION OF COMPLIANCE WITH TAX LAWS**

By my signature on this Proposal, I, hereby attest or affirm under penalty of perjury: That I am authorized to act on behalf of the Contractor in this matter, that I have authority and knowledge regarding the payment of taxes, and that Contractor is, to the best of my knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 401.792 to 401.816, ORS Chapters 118, 314, 316, 317, 318, 320, 321, 323 and the elderly rental assistance program under ORS 310.630 to 310.706, and any local taxes administered by the Department of Revenue under ORS 305.620.

## **CERTIFICATION OF COMPLIANCE WITH NON-DISCRIMINATION LAWS**

**By my signature on this Proposal, I hereby attest or affirm under penalty of perjury: that I am authorized to act on behalf of Proposer/Contractor in this matter, and to the best of my knowledge Proposer/Contractor has not discriminated and will not discriminate against a subcontractor in the awarding of a subcontract because a subcontractor is a minority, woman or emerging small business enterprise, certified under ORS 200.055, or against a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225.**

**SIGNATURE OF PROPOSER’S DULY AUTHORIZED REPRESENTATIVE**

THIS PROPOSAL MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF THE PROPOSER; ANY ALTERATIONS OR ERASURES TO THE PROPOSAL MUST BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

The undersigned acknowledges, attests and certifies individually and on behalf of the Proposer that:

- A. He/she is a duly authorized representative of the Proposer, has been authorized by Proposer to make all representations, attestations, and certifications contained in this Proposal and all Addenda, if any, issued.
- B. Proposer, acting through its authorized representatives, has read and understands all RFP instructions, terms and conditions contained in this RFP document (including all listed attachments and Addenda, if any, issued);
- C. The Proposal submitted is in response to the specific language contained in the RFP, and Proposer has made no assumptions based upon either (a) oral or written statements not contained in the RFP, or (b) any previously-issued RFPs, if any.
- D. The MWMC shall not be liable for any claims or be subject to any defenses asserted by Proposer based upon, resulting from, or related to, Proposer’s failure to comprehend all requirements of the RFP.
- E. The MWMC shall not be liable for any expenses incurred by Proposer in preparing and submitting its Proposal or in participating in the Proposal evaluation/selection process.
- F. The Proposal was prepared independently from all other Proposers, and without collusion, fraud, or other dishonesty.
- G. Proposer is bound by and will comply with all requirements and terms and conditions contained in this Proposal (including all listed attachments and Addenda, if any, issued);
- H. Proposer will furnish the designated item(s) and/or service(s) in accordance with the RFP requirements, and will comply in all respects with the terms of the resulting contract upon award;
- I. Proposer represents and warrants that Proposer has the power and authority to enter into and perform the contract and that the Contractor, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; and
- J. All affirmations and certifications contained in Exhibit B, Proposer Certifications, are true and correct.

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*Signature of Authorized Representative*

*Date*

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*Name of Firm*