

BEFORE THE METRO CONTRACT REVIEW BOARD

FOR THE PURPOSE OF AUTHORIZING AN	)	RESOLUTION NO. 03-3293
EXEMPTION TO THE REQUIREMENT OF	)	
COMPETITIVE BIDDING, AUTHORIZING	)	
ISSUANCE OF A REQUEST FOR PROPOSALS	)	Introduced by: Mark Williams, Interim Chief
TO PROCURE HAZARDOUS WASTE	)	Operating Officer, with the concurrence of
DISPOSAL SERVICES, AND AUTHORIZING	)	David Bragdon, Council President
EXECUTION OF THE RESULTING MULTI-	)	
YEAR CONTRACTS	)	

WHEREAS, Metro operates a hazardous waste collection program, which includes two permanent household hazardous waste facilities, a series of roundup collections around the region, and a conditionally exempt generator (CEG) program; and,

WHEREAS, Metro's current contracts for transportation and disposal of wastes collected in the hazardous waste program expire on June 30, 2003; and,

WHEREAS, the proposed FY 2003-04 budget of the Solid Waste and Recycling Department authorizes expenditures of a total of \$1,004,700 for hazardous waste disposal; and,

WHEREAS, ORS 279.015 requires that public contracts shall be based upon competitive bids except when exempted upon approval of certain findings; and,

WHEREAS, Metro Code Section 2.04.054 provides that all Metro public contracts shall be based upon competitive bid with the exception that specific contracts may be exempted by resolution of the Metro Contract Review Board, subject to the requirements of ORS 279.015, including certain findings; and,

WHEREAS, for the justifications set forth in the attached Exhibit B, the Metro Contract Review Board finds that exempting the award of a contract resulting from the RFP for procurement of hazardous waste disposal services from the competitive bidding requirements of ORS 279.015 and Metro Code Section 2.04.052 is unlikely to encourage favoritism in the award of such contract or substantially diminish competition for such contract, and result in substantial cost savings to Metro; and,

WHEREAS, pursuant to Metro Code Section 2.04.026(c) Council approval of contracts awarded as a result of the RFP is required; and,

WHEREAS, pursuant to Section 2.04.026(c) of the Metro Code, the Council may at the time it approves a request for proposals waive the requirement for Council approval of a contract prior to execution of the contract; and,

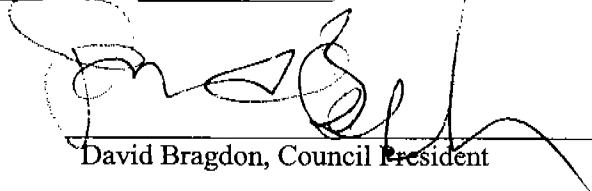
WHEREAS, this resolution was submitted to the Acting Chief Operating Officer for consideration and was forwarded to the Council for approval; now therefore,

BE IT RESOLVED

1. that the Metro Contract Review Board adopts as its findings the justifications, information and reasoning set forth in Exhibit B and incorporated by reference into this resolution as if set forth in full; and,
2. that based upon such findings, the Metro Contract Review Board exempts from competitive bidding requirements the contract to be solicited through the attached request for proposals; and,
3. that the Metro Council authorizes the release of a request for proposals substantially similar to RFP #03-1058-SWR for Transportation and Disposal of Wastes Collected in Metro's Hazardous Waste Programs attached as Exhibit A; and,
4. that the Metro Council authorizes the Chief Operating Officer to execute multi-year contracts for Transportation and Disposal of Hazardous Wastes Collected in Metro's Hazardous Waste Collection Program with the most qualified proposers.

ADOPTED by the Metro Council this 20 day of March, 2003.



  
\_\_\_\_\_  
David Bragdon, Council President

Approved as to Form:

  
\_\_\_\_\_  
Daniel B. Cooper, Metro Attorney

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Exhibit A  
Resolution No. 03-3293

REQUEST FOR PROPOSALS  
for  
TRANSPORTATION AND DISPOSAL  
OF WASTES COLLECTED IN METRO'S  
HAZARDOUS WASTE PROGRAM

(RFP #03-1058-SWR)

April 2003

Metro  
Solid Waste & Recycling  
600 NE Grand Avenue  
Portland, OR 97232

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REQUEST FOR PROPOSALS FOR TRANSPORTATION AND DISPOSAL  
OF WASTES COLLECTED IN METRO'S HAZARDOUS WASTE PROGRAM

**I. INTRODUCTION**

The Solid Waste and Recycling Department of Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, is requesting proposals for the transport, recycling, treatment, storage, and disposal of materials collected in Metro's Household Hazardous Waste and Conditionally Exempt Generator Waste Collection Programs (RFP #03-1058-SWR). Proposals will be due no later than 3:00 p.m., Friday April 25, 2003, in Metro's business offices at 600 NE Grand Avenue, Portland, Oregon, 97232-2736, Attention: Jim Quinn, Solid Waste and Recycling Department.

Metro has divided wastes into 36 categories. Twelve of these categories are grouped together as Primary Categories. Metro intends to award a single contract for transportation and disposal of all wastes in these Primary Categories. In order to be considered for award as Primary Contractor, proposers must provide proposals for all 12 Primary Categories.

The remaining 24 categories are Secondary Categories. Proposers need not provide proposals for the Primary Categories in order to provide a proposal for one or more Secondary Category. Proposers may submit proposals for one, several, or all of the Secondary Categories. Each Secondary Category will be scored and awarded separately.

Further details concerning the project and proposal are contained in this document.

**II. BACKGROUND**

Metro is the agency responsible for household hazardous waste management in the Portland metropolitan area. In order to provide for convenient disposal of household hazardous waste for residents of the region, Metro has established permanent collection facilities at each of the two Metro-operated solid waste transfer stations. The first facility opened to the public in February of 1992, and is located at the Metro South Transfer Station, 2001 Washington Street in Oregon City, Oregon. The second facility, located at the Metro Central Transfer Station, at 6161 NW 61st Street in Portland, Oregon, opened in November of 1993.

Metro also conducts a program of one to two-day satellite collections of household hazardous waste in various locations in the Metro region, a conditionally exempt small quantity generator (CEG) collection program, a load check program in which hazardous waste is isolated from incoming solid waste, and a paint retailer takeback program at two paint stores.

During 2002 a total of about 4 million pounds of wastes were collected in Metro's program.

Waste types received in 2002:

Flammables	32%
Latex Paint and related	41%
Motor Oil, Car Batteries, Antifreeze	8%
Pesticides	5%
Aerosols	3%
Acids, bases and oxidizers	3%
Cleaners & water-based wastes	3%
Miscellaneous *	5%

\*The miscellaneous category includes household batteries, asbestos, fire extinguishers, propane and other compressed gas cylinders, organic peroxides, reactives, explosives, radioactives, sharps, non-ferrous scrap metals, and PCB-containing fluorescent ballasts.

#### Permanent Collection Facilities

Metro's Household Hazardous Waste (HHW) Facilities are housed in state-of-the-art hazardous materials handling and storage buildings. Because household hazardous waste is exempt from RCRA regulation throughout collection and disposal [per 40CFR261.4 (b) (1)], the facilities are not regulated as TSD facilities, although they meet many of the physical and operational requirements for TSD's.

All receiving, sorting and packaging of wastes at the Metro's HHW Facilities are performed by Metro personnel. Materials are packaged in DOT approved drums, to the specifications of the transportation contractor and disposal facility. In addition, the facilities have rooms equipped for bulking of flammable paints and other materials into 55 gallon quantities. Metro obtains drums and other packaging materials under separate contract.

Within each facility, segregated storage areas are utilized to store full drums prior to shipment. Storage areas dedicated to flammables, poison/pesticides, alkalis, acids and oxidizers can store approximately one week's worth of drummed waste.

All latex paint processing is done in a dedicated latex paint recycling facility at Metro South. Latex paint is carefully sorted, and good quality paint is screened, bulked, and packaged in 5 gallon buckets for sale.

In addition to the physical storage limitations, the facilities have a one year limit on storage of wastes collected.

The facilities have laboratories for identifying unknown materials, and use a customized system for identification of unlabeled materials.

The facilities are open to the public Monday through Saturday, from 9:00 a.m. to 4:00 p.m. Pickup of drummed waste for disposal is generally conducted early in the morning prior to the facilities opening to the public.

#### "Roundup" Program

During the contract period, Metro plans to conduct short-duration collections of household hazardous wastes at various sites within the Metro region, known as roundups. This may require pickup of drummed wastes at sites other than Metro's household hazardous waste facilities.

#### Conditionally Exempt Generator Waste

Hazardous wastes generated by conditionally exempt small quantity generators (generally referred to as CEG's in Oregon) are exempt from RCRA per 40CFR261.5. In July of 1992 the EPA clarified that CEG waste could be commingled with household hazardous waste at approved household hazardous waste facilities, and that the resulting mixture would retain its RCRA-exempt status.

Waste from CEG's may be received at Metro's Hazardous Waste Facilities from one of three sources:

1. Waste generated at one of Metro's facilities that are classified as CEG's. This includes Metro Regional Center, where the map center and the print shop generate small amounts of waste, Metro Washington Park Zoo, where small amounts of a variety of waste are generated, and Blue Lake and Oxbow Parks, which are operated by Metro. In addition, waste generated in the course of identifying unknowns in Metro's hazardous waste facilities are, in fact, CEG waste.
2. Abandoned waste from the transfer station tipping floor and illegal dump site cleanups. Hazardous and otherwise unacceptable waste are routinely found mixed with solid waste in Metro transfer stations, and occasionally found at cleanups of illegal trash dumping sites. When the generator cannot be identified, the waste may be managed in Metro's hazardous waste facilities.
3. Collected by appointment from generators in Metro's CEG collection program. This program was started because of the limited options available for CEG's wanting to safely and legally dispose of their waste.

*This RFP addresses combined HHW/CEG wastes.*

### Load Check Program

Metro conducts a load check program at Metro's transfer stations. Under this program the mixed solid waste received at the transfer stations is monitored in order to minimize the quantity of hazardous and other unacceptable waste received. When unacceptable waste is discovered, the generator is identified if possible, and the waste is returned to the generator. However in some cases the generator is unable or unwilling to pick up the waste, and in some cases the generator cannot be identified. In either of these situations, Metro is left to properly package, store and dispose of the waste. Metro has developed a screening process, approved by DEQ, to insure that these wastes are not generated by RCRA-regulated small quantity generators (SQG's) or large quantity generators (LQG's). All screened wastes that are not returned to the generator are brought to the hazardous waste facilities and commingled with HHW/CEG waste for disposal.

### Disposition of Wastes

Metro's use of in-house hazardous waste staff and utilization of the bulking room and other features of the permanent facilities allow considerable flexibility in the packaging of wastes collected. This in turn facilitates the development of new transportation, recycling and disposal opportunities. Metro's hazardous waste staff are committed to continuously seeking out new waste management opportunities, considering cost as a primary factor, but also putting considerable emphasis on environmental criteria, such as the degree of beneficial reuse/recycling, the environmental impact of disposal options, and the environmental record of proposed disposal facilities.

### **III. PROPOSED SCOPE OF WORK**

The scope of work for each contract developed pursuant to this RFP may include the following provisions, and any other provisions agreed to during the contract negotiation process. Some of these elements may not apply depending on the dollar amount of the contract and the types of waste managed under the contract. Such exclusions will be addressed in final contract documents.

1. This contract shall be effective July 1, 2003 through June 30, 2005.
2. Contractor shall pick up wastes of selected categories and remove them from Metro HHW facilities or collection sites as needed. Contractor shall pick up all properly packaged and labeled wastes that are included in a current approved profile when requested by Metro.
3. For primary categories Metro will provide at least one week notice for establishing a pickup date. Metro will provide details of waste types and quantities to be picked up at least two days prior to pickup date. Contractor shall bring a vehicle suitable to pick up the quantity of waste specified at the prescribed date and time. Metro may require waste pickups on weekends or evenings for special events.



4. Contractor shall provide a filled out Uniform Hazardous Waste Manifests for Metro signature for each waste shipment. Metro will provide proper shipping names including constituents one day prior to pickup date.
5. Contractor shall arrange for delivery to recycling, treatment, storage, and disposal facilities that are approved by Metro. A list of facilities that are approved by both Metro and Contractor will be developed.
6. For all wastes that would be fully-regulated hazardous wastes if it were not for the household waste or CEG waste exemption, all final disposal facilities shall be DEQ or EPA registered hazardous waste recycling facilities, or fully permitted hazardous waste treatment storage and disposal facilities (TSDF's). All wastes that are sent from Metro directly to permitted TSDF's shall be transported using a hazardous waste manifest. Metro shall be considered the generator for manifesting purposes. Contractor shall ensure that TSDF's send signed manifest copies to Metro within standard processing times.
7. All final disposal facilities that are permitted TSDF's shall have Environmental Impairment Liability in the amount, per site, of \$1,000,000 per occurrence, \$2,000,000 aggregate, covering emissions, discharges, dispersals, disposal, releases, escapes or seepages of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases, waste materials, irritants, and contaminants that spoil the land, atmosphere, or water.
8. Metro reserves the right to remove any facility from the list of approved facilities. Categories of waste that were designated to go to a facility that has been removed from the approved list may be sent to any other currently approved facility. When this occurs Contractor may negotiate new pricing for these categories. If Contractor is unable to dispose of any category of waste due to Metro's objection, contractor may return that waste to Metro.
9. If Contractor wishes to ship wastes to a facility not currently approved by Metro, Contractor shall notify Metro thirty days in advance of Contractor's intention to ship to the unlisted facility. Metro shall inform Contractor of non-approval within thirty days of notification. If Metro does not object, the facility shall be added to the approved facilities list.
10. By mutual agreement additional categories of waste, along with agreed upon pricing and approved disposal facilities, may be added to the schedule of disposal categories.
11. Contractor shall assist Metro with obtaining approved waste profiles when required.
12. Contractor shall supply a 24-hour response number on manifests in accordance with 49CFR173.600-606
13. For every manifest of waste picked up from Metro by Contractor, Contractor shall provide a written report certifying disposition of the waste. This report shall include the manifest number, the date picked up from Metro, the Metro facility or event site it was shipped from, the name and location of the recycling, treatment, storage or disposal

facility that the waste was transported to, and the disposal method. Each report shall be signed by a responsible company representative.

If the waste is transported to its final recycling, treatment or disposal facility under the Metro-generated manifest, the report shall include the final waste management date for each line item on the manifest. The report shall be submitted to Metro no more than 270 days from the date the waste was picked up from Metro.

If the waste is transported to an intermediate treatment or storage facility, and later shipped to a final recycling, treatment or disposal facility under a new manifest, the report shall include for each line item the name and location of the final waste management facility that the waste was shipped to, the date it was shipped to that facility, and the manifest number or a unique identifying number that can be referred to. This intermediate report shall be submitted to Metro no more than 270 days from the date the waste was picked up from Metro. In addition, a certificate of final waste management shall be submitted to Metro, signed by a responsible official at the final waste management facility, referring to the manifest number or identifying number in the intermediate report. The final waste management certificate shall be submitted to Metro no more than 360 days from the date the waste was picked up from Metro.

If a report for any manifest is not received within the timelines specified above, then all payment invoices received by Metro after the report deadline shall be deemed not acceptable to Metro, and shall not be paid unless and until the late report is received.

Metro will withhold \$5,000 of the final payment due to the contractor (as determined by Metro), until all reports are received. If the final payment is less than \$5,000, the entire payment will be retained.

14. For all TSCA-regulated PCB-containing wastes, Contractor shall comply with all reporting requirements in state and federal regulations addressing PCB materials.
15. Metro shall identify all unknown wastes using Metro's identification system, based on "HazCat" and other qualitative identification systems. Contractor shall handle wastes so identified in the same manner as other wastes are handled, or shall inform Metro of the reasons for the unacceptability of the identification, and of the nature of further testing requirements.
16. Contractor shall purchase and maintain at contractor's expense, the following types of insurance covering the contractor, its employees and agents:

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

Automobile bodily injury and property damage liability, insurance including MCS-90 and CA9948 endorsement for all autos.

Insurance coverage for general liability shall be a minimum of \$1,000,000. The aggregate amount for automobile liability insurance coverage shall be in the amount of \$5,000,000.

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 30 days prior to the change. Contractor shall provide Metro with a certificate or certificates of insurance prior to execution of the contract, showing that all contract requirements have been satisfied.

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.

17. Contractor shall perform all services in accordance with all applicable federal, state and local laws, rules, regulations and orders, including, but not limited to: the Resource Conservation and Recovery Act (RCRA), and regulations, rules and orders of the United States Environmental Protection Agency, the U. S. Department of Transportation, Oregon's Department of Environmental Quality, state and federal Occupational Health and Safety authorities, and the Oregon Public Utility Commission.
18. Contractor shall designate one individual as Metro's primary contact for all matters relating to this contract. Metro will designate specific Metro staff persons as approved contacts for Contractor to communicate with on matters relating to this contract.
19. Contractor shall allow Metro representatives to visit any facility owned or operated by Contractor that receives waste pursuant to this contract, up to two visits per year per facility. Contractor shall provide access to all areas where Metro wastes are stored or processed, and all paperwork files relating to Metro waste.

#### **IV. PROPOSAL INSTRUCTIONS**

##### **Submission of Proposal**

Please submit 5 copies of the proposal to Metro, addressed to:

Jim Quinn  
Hazardous Waste Project Manager  
Solid Waste and Recycling Department  
Metro  
600 NE Grand Avenue  
Portland, Oregon, 97232-2736,

### Deadline

Proposals will not be considered if received at Metro's business office, 600 NE Grand Avenue, Portland, Oregon, 97232-2736, Attention Jim Quinn, Solid Waste and Recycling Department, after 3:00 p.m. on Friday April 25, 2003.

### RFP as Basis for Proposals

This RFP represents the most definitive statement Metro will make concerning information upon which proposals are to be based. Any verbal information which is not contained in this RFP, or in addenda to this RFP, will not be considered by Metro in evaluating proposals.

If any Proposer has a question about this RFP or needs any clarification with regard to any portion of the RFP, inquiries must be made in writing to Jim Quinn, and received no later than April 10, 2003. If Metro determines that a question asked is important and merits a response, the question and Metro's answer will be sent to all parties on the list of proposers (those parties who have received a copy of the RFP) on or before April 16, 2003. Any Proposer who has submitted a proposal and who subsequently receives an addendum, may supplement their proposal as they consider appropriate, provided that the supplementary material is provided on or before the due date for proposals.

In addition to the above, Metro may issue addenda to clarify or add to the RFP. In such an event, additional time to respond to the RFP or to provide supplementary material will be provided as appropriate.

### Proposal Security

Each proposal must be accompanied by a certified or cashier's check or proposal bond executed on the prescribed form (see Attachment 2), payable to Metro, in the amount of one thousand dollars (\$1,000.00). This shall serve as a guarantee that the proposer will not withdraw the proposal for a period of ninety (90) days after the submittal date, and if awarded a contract will execute the Metro contract and furnish all bond(s) as required and within the time frame specified herein. Proposal bonds shall be returned to proposers subsequent to final contract selections by Metro.

If a proposal addresses only Secondary Categories, and proposer anticipates that the value of any contract awarded would be less than \$15,000, then proposer need not provide proposal security as described above.

### Performance/Labor and Materials Bond

Within ten (10) days of Notice of Conditional Award, successful proposers may be required to execute and deliver to Metro a Performance and Labor and Materials Bond or a Letter of Credit conditioned upon the faithful performance of the Contract and the payment of all persons

supplying labor and materials as prescribed under the terms of the contract. The Initial Bond or Letter of Credit shall be for the term of the Contract. The Performance and Labor and Materials Bond or the Letter of Credit shall be for the full amount of the contract and be in a form specified by Metro.

The Surety or Banking Institution furnishing this Bond or Letter of Credit, as provided on the attached Surety Form (Attachment 3), shall have a rating of at least A and be of the appropriate class for the relevant bond amount according to Best's Key Rating System and shall otherwise have a sound financial standing and a record of service satisfactory to Metro and shall be authorized to do business in the state of Oregon. The Attorney-in-Fact (Resident Agent) who executes this Bond or Letter of Credit on behalf of the Surety or Banking Institution must attach a notarized copy of his/her Power of Attorney as evidence of his/her authority to bind the Surety or Banking Institution on the date of execution of each Bond or Letter of Credit.

#### Contract Type

Metro intends to enter into a Public Contract with all selected Contractors. A copy of the standard contract form approved by Metro General Counsel is attached for review prior to submitting a proposal.

#### 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.

#### 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.

Copies of that document are available from the Procurement and Contracts Division of General Services, Metro, Metro Center, 600 NE Grand Avenue, Portland, OR 97232 or call (503) 797-1714.

### **V. PROPOSAL CONTENTS**

1. A transmittal letter which indicates who will be the project manager, and states that the proposal will be valid for ninety (90) days after the submittal date; include the name, title, address, and telephone number of an individual or individuals with authority to contractually bind the company during the period in which Metro is considering proposals.
2. Proposal Price Forms (Attachment 1) with appropriate sections filled for each category for which the Proposer wishes to be considered. Additional instructions on filling out the Proposal Price Forms can be found at the beginning of the Proposal Price Forms section, (Attachment 1).

3. Describe all other fees or costs that would be incurred in the course of performing duties described in the scope of work, including but not limited to: transportation charges, profiling fees, surcharges for unusually small or large shipments, etc.
6. Describe your firm's experience with transportation and disposal of hazardous wastes in general, and with household hazardous wastes and CEG wastes specifically. Describe your experience also with managing commingled household and CEG wastes, if any.
7. Include a list of at least two (2) present or former customers of your firm who can attest to your firm's performance in hazardous waste transportation and disposal. Include contact person and phone number. If possible, these customers should be household hazardous waste or CEG waste generating customers.
8. List all regulatory permits currently held by your firm that apply to transportation, handling, or disposal of hazardous materials and hazardous waste. Provide the name, address, telephone number, and if possible a contact person for all regulatory agencies that oversee compliance for these permits.
9. Proposal Security in the form of a certified or cashier's check or completed Proposal Bond Form (Attachment 2). See Proposal Instructions for more information.
10. Surety Form for Performance/ Labor and Materials Bond (Attachment 3). See Proposal Instructions for more information
11. Optional exceptions and comments section. To facilitate evaluation of proposals, Metro requires 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 a distinct section of their proposal. Exceptions or comment should be succinct, thorough and organized.

## VI. GENERAL CONDITIONS

1. 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.
2. Billing Procedures: Proposers are informed that the billing procedures of the selected firm are subject to the review and prior approval of Metro before reimbursement of services can occur. Contractor's invoices shall include an itemized statement of 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.

3. **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.
4. **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.

## **VII. EVALUATION**

### **Evaluation Procedure**

Proposals received that conform to the proposal instructions and respond to the scope of work will be evaluated. Proposals will be reviewed by a selection committee. The basis for evaluation will follow the criteria identified below.

Wastes have been divided into 36 categories- a list of the categories is included in Attachment 1, Proposal Price Forms. Twelve of these categories are grouped together as Primary Categories. The evaluation committee will select a single contractor for transportation and disposal of all wastes in the Primary Categories, referred to as the Primary Contractor. In order to be considered for award as Primary Contractor, proposers must provide proposals for all 12 Primary Categories. The evaluation criteria listed below will be used to score proposals for disposal of Primary Categories.

The remaining 24 categories are Secondary Categories. Proposers need not provide proposals for the Primary Categories in order to provide a proposal for one or more Secondary Category. Proposers may submit proposals for one, several, or all of the Secondary Categories. Each Secondary Category will be scored and awarded separately. The scoring criteria shown below will also be applied to all proposals received for each Secondary category.

The Primary Contractor and Secondary Contractors selected will be sent a Notice of Conditional Award identifying the waste categories for which the proposer has been selected for contract negotiations. The selection committee may request interviews with some proposers before a final evaluation is made.

## Evaluation Criteria

The criteria used in evaluating proposals shall be as follows:

- General compliance with the RFP (10 points).
- Costs for transportation and disposal of waste category, including labor and material costs which would be incurred by Metro in preparing wastes to meet proposer's specifications (50 points).
- Environmental soundness of disposal method (see note below) (25 points).
- Proposer's experience, qualifications and compliance record (15 points).

Environmental soundness of disposal methods will be rated based on the waste reduction hierarchy shown on the instruction page of the Proposal Price Forms, Attachment 1, and on the environmental record of final disposal sites.

## **VIII. ATTACHMENTS**

1. Proposal Price Forms
2. Proposal Bond Form
3. Surety Form
4. Metro Standard Contract



Attachment 1-  
**PROPOSAL PRICE FORMS**

**Instructions:**

All waste categories described in the following pages contain waste from household sources and/or from conditionally exempt generators (CEG's). In the Notes, changes: section Proposer should indicate any changes to the category description or to packaging requirements, including types of wastes acceptable, contaminant limits, drum type, liquid quantity restrictions, container type and size limitations, drum list requirements, etc. Any other comments on disposal of a particular category should also be noted in the Notes/Changes section.

Proposer's price information must be filled out for each category that proposer wishes to be considered for. In order to be considered for award of Primary Contractor, proposer must provide pricing and information for all Primary Categories. If proposer intends to charge any costs beyond those shown in the Proposal Price forms, proposer must indicate them as described in the Proposal Contents section, item #3.

Indicated quantity generated per year are estimates only; Metro guarantees no minimum quantities in any category.

Disposal methods. In each category that a proposer wishes to be considered for, proposer must specify at least one disposal method, along with pricing. Proposer need not use the disposal method identified as the current method used by Metro. At proposers option additional disposal methods and pricing for a category may be proposed. Each disposal method provided by each proposer will be evaluated separately. Proposers should either use one of the disposal methods from the waste reduction hierarchy, shown below, or if proposer indicates a disposal method not on this list, proposer should provide a detailed explanation of the disposal method. In all cases the indicated disposal facility must be allowed under federal and state law to dispose the indicated waste category using the proposed disposal method.

**Waste reduction hierarchy, (ordered from most desirable to least desirable):**

Reuse- beneficial use of the waste, generally in a manner similar to that which the product was originally intended for, with minimal processing before use.

Recycle- processing of the waste to extract or reclaim components that may be beneficially used.

Energy Recovery- use of a high-BTU material as a fuel in an industrial facility. Does not include use to fuel combustion in a destructive incineration facility .

Treatment- a process that alters the characteristics of a hazardous waste in order to render it less hazardous or non-hazardous prior to final disposal through municipal waste landfilling, discharge to POTW, or other methods.

Incineration- destructive incineration in which energy is not recovered. Includes use to fuel combustion in destructive incineration.

Landfill- land disposal in a permitted hazardous waste landfill.

**Primary Categories:**

AF1	A-Fuel Liquids
AF2	A-Fuel Solids
AFM	A-Fuel, mixed liquids/solids
AFP	A-Fuels, high PCB's
AFL	A-Fuel loosepacks
K	Acids
L	Alkalis
M	Oxidizers
N	Pesticides & poisons
Q1	Aerosols- flammable
Q2	Aerosols- corrosive
Q3	Aerosols- poison

**Secondary Categories:**

C	Chlorinated solvents
S	Solvents, recyclable
D	Empty steel cans
F	Fertilizer, dry
G	Latex/water-based waste
J	Cleaners
I1	Batteries-mixed button cell
I2	Batteries- Ni/Cd & NiMH
I3	Batteries- dry cell
I4	Batteries-Mercury
I5	Batteries-Lithium
I6	Batteries-Silver oxide
KB	Acids, bulk
LB	Bases, bulk
MB	Oxidizers, bulk
NB	Pesticides, bulk
P1	Non-TSCA ballasts
P2	TSCA ballasts
R1	Organic peroxides
R2	Reactives
N4	Packing group I pesticides
V	Contaminated debris
W	Mercury Products
X	Compressed gas cylinders

**Primary categories:**

**Category AF1 A-Fuel Liquids**

Quantity generated per year: 500 drums

Description: Pumpable flammable liquids, BTU value greater than 6000 BTU/pound. Includes oil-based paints and paint related materials, paint thinners, gasoline, halogenated and non-halogenated solvents, etc. No isocyanates.

Current packaging specifications: UN 1A1 drum, bulk. Outside of drum should be clean.

Current disposal method: Energy Recovery

Proposer's price for this method: \_\_\_\_\_/55-gallon drum

Additional charge per gallon of non-pumpable material: \_\_\_\_\_/gallon

Proposed disposal facility:

Proposer's price for alternate method \_\_\_\_\_/55-gallon drum

Disposal method:

Disposal facility:

Notes, changes:

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**Category AF2 A-Fuel Solids**

Quantity generated per year: 50 drums

Description: Non-pumpable flammable materials. Includes all items under category AF1, as well as semi-solid solvent-based adhesives and caulks, tars and other roofing compounds. Asbestos-containing materials acceptable.

Current packaging specifications: UN 1A2 drum, new drums only, bulk. Outside of drum clean

Current disposal method: Energy Recovery

Proposer's price for this method: \_\_\_\_\_/55-gallon drum

Proposed disposal facility:

Proposer's price for alternate method \_\_\_\_\_/55-gallon drum

Disposal method:

Disposal facility:

Notes, changes:

**Category AFM A-Fuel Mixed Solids/Liquids**      Quantity generated per year: 2000 drums

Description: Metro is in the process of reconfiguring our A-Fuel bulking operation to generate combined liquids and solids, a combination of categories AF1 and AF2 above, in a proportion of approximately 2:1 AF1 to AF2, although this will vary from drum to drum.

Proposer's price: \_\_\_\_\_/55-gallon drum

Additional charge per gallon of non-pumpable material, if any: \_\_\_\_\_/gallon

Disposal method:

Disposal facility:

Proposer's price for alternate method \_\_\_\_\_/55-gallon drum

Disposal method:

Disposal facility:

Notes:

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**Category AFP Flammables- high PCB's**      Quantity generated per year: 10 drums

Description: Currently this category covers drums shipped as AF1 or AF2 that are determined to be high in PCB's after being received by our contractor.

Current packaging specifications: UN 1A1 or 1A2.

Current disposal method:      Incineration

Proposer's price for this method: \_\_\_\_\_ 55-gallon drum

Proposed disposal facility:

Proposer's price for alternate method \_\_\_\_\_/55-gallon drum

Disposal method:

Disposal facility:

Notes, changes:

Category AFL Flammables, loosepack

Quantity generated per year: 1000 drums

Description: Containers 1 gallon or smaller of solvent-based materials that are too labor-intensive to bulk, including metal, plastic and glass containers, as well as squeeze tubes and other oddly shaped-containers. All materials in categories AF1 and AF2 are acceptable.

Current packaging specifications: UN 1A2 drum, reconditioned OK, loose pack.

Current disposal method: Energy Recovery

Proposer's price for this method: \_\_\_\_\_/55-gallon drum

Proposed disposal facility:

Proposer's price for alternate method \_\_\_\_\_/55-gallon drum

Disposal method:

Disposal facility:

In addition, Metro may from time to time wish to ship non-bulked solvent-based materials in DOT-approved cubic yard boxes or equivalent palletized boxes.

Proposer's price for Energy Recovery: \_\_\_\_\_/box

Dimensions of boxes:

Can contractor provide boxes?:

Box included in price?:

If not, price for box:

Proposed disposal facility:

Notes, changes:

**Category K Acids**

Quantity generated per year: 400 drums

Description: This category is currently separated into four categories for shipping purposes. K1 includes acids that are also flammable; K2 includes organic acids, such as: acetic acid, citric acid, formic acid, gallic acid, lactic acid, oxalic acid, potassium biphthalate, potassium bitartrate, stannous oxalate, tartaric acid, toluene sulfonic acid compounds, trichloroacetic acid, etc.; K3 includes inorganic acids, such as: hydrochloric acid, sulfuric acid, phosphoric acid, etc; K4 is dedicated to nitric acid.

Current packaging specifications: UN 1A2 drum, reconditioned OK, liner required, lab pack (Maximum 20 gallons of liquid total, inside glass containers maximum of one gallon of liquid, other containers maximum five gallons liquid, 50 pounds maximum solid).

Current disposal method: Landfill

Proposer's price for this method: \_\_\_\_\_/55-gallon drum

Proposed disposal facility:

Proposer's price for alternate method \_\_\_\_\_/55-gallon drum

Disposal method:

Disposal facility:

Notes, changes:

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**Category L Alkalis**

Quantity generated per year: 400 drums

Description: Cleaners and disinfectants pH 12-14, photo developers, sulfur, etc.

Current packaging specifications: UN 1A2 drum, reconditioned OK, liner required, lab pack (Maximum 20 gallons of liquid total, inside glass containers maximum of one gallon of liquid, other containers maximum five gallons liquid, 50 pounds maximum solid).

Current disposal method: Landfill

Proposer's price for this method: \_\_\_\_\_/55-gallon drum

Proposed disposal facility:

Proposer's price for alternate method \_\_\_\_\_/55-gallon drum

Disposal method:

Disposal facility:

Notes, changes:

**Category M Oxidizers**

Quantity generated per year: 90 drums

Description: Nitrates, chlorates, chromates, hydrogen peroxide solution, etc.

Current packaging specifications: UN 1A2 drum, reconditioned OK, liner required, lab pack (Maximum 20 gallons of liquid total, inside glass containers maximum of one gallon of liquid, other containers maximum five gallons liquid, 50 pounds maximum solid).

Current disposal method: Landfill

Proposer's price for this method: \_\_\_\_\_/55-gallon drum

Proposed disposal facility:

Proposer's price for alternate method \_\_\_\_\_/55-gallon drum

Disposal method:

Disposal facility:

Notes, changes:

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**Category N Pesticides & poisons**

Quantity generated per year: 1400 drums

Description: A wide variety of pesticide products, as well as various poisons including cyanides, heavy metal compounds, etc. These are divided into three categories for shipping purposes, including one for flammable pesticides and liquid isocyanates, one for acidic pesticides, and one for all other non-acidic, non-flammable pesticides and poisons. In addition we may establish a separate a category of pesticides that are PBT's- persistent bioaccumulative toxins, which may be disposed of in a different manner than other pesticides.

Current packaging specifications: UN 1A2 drum, reconditioned OK, liner required, lab pack (Maximum 20 gallons of liquid total, inside glass containers maximum of one gallon of liquid, other containers maximum five gallons liquid, 50 pounds maximum solid).

Proposer's price for this method: \_\_\_\_\_/55-gallon drum

Proposed disposal facility:

Proposer's price for alternate method \_\_\_\_\_/55-gallon drum

Disposal method:

Disposal facility:

Notes, changes:



**Category Q1 Aerosols- flammable**

Quantity generated per year: 200 drums

Description: All aerosols that are not pesticides, alkaline cleaners, or isocyanates. We process many of the flammable aerosols that we receive on site, but send out some that do not fit in our puncturing apparatus, or that contain materials unsuitable for our compost-based treatment unit.

Current packaging specifications: UN 1A2, reconditioned OK, loose pack.

Current disposal method: Depressurization/energy recovery

Proposer's price for this method: \_\_\_\_\_/55-gallon drum

Proposed disposal facility:

Proposer's price for alternate method \_\_\_\_\_/55-gallon drum

Disposal method:

Disposal facility:

Notes, changes:

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**Category Q2 Aerosols- corrosive** Quantity generated per year: 20 drums

Description: Aerosols containing alkaline cleaning products.

Current packaging specifications: UN 1A2, reconditioned OK, with liner, loose pack.

Current disposal method: Depressurization/Incineration

Proposer's price for this method: \_\_\_\_\_/55-gallon drum

Proposed disposal facility:

Proposer's price for alternate method \_\_\_\_\_/55-gallon drum

Disposal method:

Disposal facility:

Notes, changes:

**Category Q3 Aerosols- poisons**

Quantity generated per year: 100 drums

Description: Pesticide-containing aerosols, including methyl bromide canisters less than 1 pint in size, as well as aerosol-type isocyanate foams.

Current packaging specifications: UN 1A2, reconditioned OK, loose pack.

Current disposal method: Incineration

Proposer's price for this method: \_\_\_\_\_/55-gallon drum

Proposed disposal facility:

Proposer's price for alternate method \_\_\_\_\_/55-gallon drum

Disposal method:

Disposal facility:

Notes, changes:

**[END OF PRIMARY CATEGORIES]**

**Secondary categories:**

**Category C Chlorinated Solvents- bulk**

Quantity generated per year: 25 drums

Description: Bulk halogenated solvents, such as methylene chloride, 1,1,1-trichloroethane, Freon TF, etc.

Current packaging specifications: UN 1A1 drum, bulk

Current disposal method: Energy recovery

Proposer's price for this method: \_\_\_\_\_/55-gallon drum

Disposal facility:

Proposer's price for alternate method \_\_\_\_\_/55-gallon drum

Disposal method:

Disposal facility:

Notes, changes:

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**Category S Solvents, recyclable**

Quantity generated per year: unknown

Description: Metro has the ability to segregate and bulk certain solvents that are received from the public, e.g. mineral spirits, acetone, etc. Generally these are partially full containers of unused solvents, though in some cases they may be spent solvents. If a suitable recycling option is available we would dedicate drums to particular solvents, to be filled as containers of that solvent are received.

Proposers price: \_\_\_\_\_/55-gallon drum

Proposed recycling facility:

List solvents that can be recycled:

Minimum quantity of a single solvent required per pickup:

Notes:

**Category D Empty steel cans**

Quantity generated per year: 100 tons

Description: currently all steel cans that are emptied in the course of our A-Fuel bulking and latex recycling operations are landfilled. These cans have some residue of the products that they contained, and thus are unsuitable for recycling through conventional steel can recycling channels. Metro would consider paying a modest price for a method of recycling the steel in these cans.

Proposed packaging method:

Price:

Proposed recycling facility:

Notes:

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**Category F Dry fertilizers**

Quantity generated per year: 50 drums

Description: dry fertilizer products, including "Weed 'n Feed" type fertilizers.

Packaging specifications: UN 1A2 drum, reconditioned OK, must be lined, loose bags in drum.

Proposers price: \_\_\_\_\_/55-gallon drum

Proposed disposal method:

Proposed disposal facility:

Proposer's price for alternate method \_\_\_\_\_/55-gallon drum

Disposal method:

Disposal facility:

Notes:

**Category G Water-based waste**

Quantity generated per year: 20 drums

Description: water-based low-hazard materials such as glues, polishes, inks, dyes, sheetrock mud, etc., as well as inert inorganic materials such as calcium carbonate and titanium dioxide.

Current packaging specifications: UN 1A2 drum, new drums only, bulk. Outside of drum clean.  
Current disposal method: Solidification/Landfill

Proposer's price for this method: \_\_\_\_\_/55-gallon drum  
Disposal facility:

Proposer's price for alternate method \_\_\_\_\_/55-gallon drum  
Disposal method:  
Disposal facility:

Notes, changes:

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**Category J Cleaners & disinfectants**

Quantity generated per year: 10 drums

Description: pH 3-11 water-based cleaners, disinfectants, and surfactants.

Current packaging specifications: Plastic tight-head drum, bulk.  
Current disposal method: Solidification/landfill

Proposer's price for this method: \_\_\_\_\_/55-gallon drum  
Disposal facility:

Proposer's price for alternate method \_\_\_\_\_/55-gallon drum  
Disposal method:  
Disposal facility:

Notes, changes:

**Category I1 Batteries-Mixed button cell**

Quantity per year: 5 5-gallon buckets

Description: Household batteries, a mixture of various "button" cell type batteries.

Current packaging specifications: UN 1H2 plastic bucket

Current disposal method: Recycling

Proposer's price for this method: \_\_\_\_\_/5-gallon bucket

Disposal facility:

Proposer's price for alternate method \_\_\_\_\_/5-gallon bucket

Disposal method:

Disposal facility:

Notes, changes:

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**Category I2 Batteries- Ni/CD & NiMH**

Quantity per year: 10 drums

Description: Nickel Cadmium and Nickel Metal Hydride batteries that are not accepted by the RBRC recycling program due to size (greater than 5"x5"), or liquid-containing, or non-rechargeable.

Current packaging specifications: UN 1A2 drum, reconditioned OK, must be lined, loose pack

Current disposal method: Recycling

Proposer's price for this method: \_\_\_\_\_/55-gallon drum

Disposal facility:

Proposer's price for alternate method \_\_\_\_\_/55-gallon drum

Disposal method:

Disposal facility:

Notes, changes:

**Category I3 Batteries- dry cell**

Quantity generated per year: 50 drums

Description: Household batteries, including carbon-zinc and alkaline.

Current packaging specifications: UN 1A2 drum, reconditioned OK, must be lined, loose pack.

Current disposal method: Landfill

Proposer's price for this method: \_\_\_\_\_/55-gallon drum

Disposal facility:

Proposer's price for alternate method \_\_\_\_\_/55-gallon drum

Disposal method:

Disposal facility:

Notes, changes:

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**Category I4 Batteries-Mercury**

Quantity per year: 5 5-gallon buckets

Description: Household batteries containing mercury

Current packaging specifications: UN 1H2 plastic bucket

Current disposal method: Recycling

Proposer's price for this method: \_\_\_\_\_/5-gallon bucket

Disposal facility:

Proposer's price for alternate method \_\_\_\_\_/5-gallon bucket

Disposal method:

Disposal facility:

Notes, changes:

**Category I5 Batteries-Lithium**

Quantity per year: 5 5-gallon buckets

Description: Household batteries containing lithium metal

Current packaging specifications: UN 1H2 plastic bucket

Current disposal method: Recycling

Proposer's price for this method: \_\_\_\_\_/5-gallon bucket

Disposal facility:

Proposer's price for alternate method \_\_\_\_\_/5-gallon bucket

Disposal method:

Disposal facility:

Notes, changes:

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**Category I6 Batteries-Silver Oxide**

Quantity per year: 5 5-gallon buckets

Description: Household batteries, silver oxide type

Current packaging specifications: UN1H2 plastic bucket

Current disposal method: Recycling

Proposer's price for this method: \_\_\_\_\_/5-gallon bucket

Disposal facility:

Proposer's price for alternate method \_\_\_\_\_/5-gallon bucket

Disposal method:

Disposal facility:

Notes, changes:



**Category KB Acids- bulk**

Quantity generated per year: 10 drums

Description: Drums of various sizes, greater than 5-gallons up to 55-gallons, containing bulk acid liquids.

Proposed disposal method:

Proposer's price for this method: \_\_\_\_\_/55-gallon drum

Prices for smaller drums, if available:

Proposed disposal facility:

Wastes acceptable for this method:

Alternate disposal method:

Proposer's price for alternate method \_\_\_\_\_/55-gallon drum

Prices for smaller drums, if available:

Proposed disposal facility:

Wastes acceptable for this method:

2<sup>nd</sup> alternate disposal method:

Proposer's price for 2<sup>nd</sup> alternate method \_\_\_\_\_/55-gallon drum

Prices for smaller drums, if available:

Proposed disposal facility:

Wastes acceptable for this method:

Notes, changes:

**Category LB Bases- bulk**

Quantity generated per year: 10 drums

Description: Drums of various sizes, greater than 5-gallons up to 55-gallons, containing bulk alkaline liquids.

Proposed disposal method:

Proposer's price for this method: \_\_\_\_\_/55-gallon drum

Prices for smaller drums, if available:

Proposed disposal facility:

Wastes acceptable for this method:

Alternate disposal method:

Proposer's price for alternate method \_\_\_\_\_/55-gallon drum

Prices for smaller drums, if available:

Proposed disposal facility:

Wastes acceptable for this method:

2<sup>nd</sup> alternate disposal method:

Proposer's price for 2<sup>nd</sup> alternate method \_\_\_\_\_/55-gallon drum

Prices for smaller drums, if available:

Proposed disposal facility:

Wastes acceptable for this method:

Notes, changes:

Category MB Oxidizers- bulk

Quantity generated per year: 10 drums

Description: Drums of various sizes, greater than 5-gallons up to 55-gallons, containing bulk oxidizing liquids.

Proposed disposal method:

Proposer's price for this method: \_\_\_\_\_/55-gallon drum

Prices for smaller drums, if available:

Proposed disposal facility:

Wastes acceptable for this method:

Alternate disposal method:

Proposer's price for alternate method \_\_\_\_\_/55-gallon drum

Prices for smaller drums, if available:

Proposed disposal facility:

Wastes acceptable for this method:

2<sup>nd</sup> alternate disposal method:

Proposer's price for 2<sup>nd</sup> alternate method \_\_\_\_\_/55-gallon drum

Prices for smaller drums, if available:

Proposed disposal facility:

Wastes acceptable for this method:

Notes, changes:

Category NB Pesticides- bulk

Quantity generated per year: 10 drums

Description: Drums of various sizes, greater than 5-gallons up to 55-gallons, containing bulk pesticide liquids.

Proposed disposal method:

Proposer's price for this method: \_\_\_\_\_/55-gallon drum

Prices for smaller drums, if available:

Proposed disposal facility:

Wastes acceptable for this method:

Alternate disposal method:

Proposer's price for alternate method \_\_\_\_\_/55-gallon drum

Prices for smaller drums, if available:

Proposed disposal facility:

Wastes acceptable for this method:

2<sup>nd</sup> alternate disposal method:

Proposer's price for 2<sup>nd</sup> alternate method \_\_\_\_\_/55-gallon drum

Prices for smaller drums, if available:

Proposed disposal facility:

Wastes acceptable for this method:

Notes, changes:

**Category P1 PCB's- non-TSCA regulated**

Quantity generated per year: 15 drums

Description: Pre-1979 fluorescent ballasts and electronic capacitors that are non-leaking, with total volume less than 100 cubic inches, or with total volume up to 200 cubic inches and total weight less than 9 lbs.

Current packaging specifications: UN 1A2, reconditioned OK, loose-packed.  
Current disposal method: Landfill

Proposer's price for this method: \_\_\_\_\_/55-gallon drum  
Disposal facility:

Proposer's price for alternate method \_\_\_\_\_/55-gallon drum  
Disposal method:  
Disposal facility:

Notes, changes:

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**Category P2 PCB's - TSCA-regulated**

Quantity generated per year: 10 drums

Description: pre-1979 fluorescent ballasts, capacitors or transformers that are leaking or larger than dimensions specified in TSCA regulations, as well as containers of PCB-contaminated liquids. Note: Contractor must comply with all relevant provisions of 40CFR761.

Current packaging specifications: UN 1A2 drum  
Current disposal method: Incineration

Proposer's price for this method: \_\_\_\_\_/55-gallon drum  
Disposal facility:

Proposer's price for alternate method \_\_\_\_\_/55-gallon drum  
Disposal method:  
Disposal facility:

Notes, changes:

**Category R1 Organic peroxides**

Quantity generated per year: 1500 pounds

Description: Organic peroxides fitting the description of DOT Organic Peroxides Type C, D, E, and F, including methyl ethyl ketone, benzoyl peroxide, cumene hydroperoxide, and others. Metro staff will package these materials to DOT and contractor's specifications in containers 1 gallon to 55 gallons in size.

Current disposal method: Incineration

Disposal price per pound: \_\_\_\_\_  
Pricing is per net pound or gross including all packaging? \_\_\_\_\_

Disposal facility:

Are Type B peroxides acceptable as well?:

Notes, changes:

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**Category R2 Reactives**

Quantity generated per year: 1000 pounds

Description: Water reactive, air reactive, and other materials, such as: ammonium sulfide, calcium carbide, metal hydrides, calcium, sodium, lithium and potassium metal, collodion, cyanuric chloride, cyanogen bromide, dimethyl sulfate, dinitrophenylhydrazine, hydrazine, lithium batteries, perchloric acid >50%, phosphorous 1-2%, picric acid solution, silanes, titanium tetrachloride, sodium hydrosulfite, sodium azide, sodium peroxide, zinc phosphide > 2%, poison inhalation hazards (PIH) materials, and others.

Metro staff will package these materials to DOT and contractor's specifications, in containers 1 gallon to 55 gallons in size.

Current disposal methods: Incineration, Treatment

Disposal price per pound Incineration: \_\_\_\_\_  
Pricing is per net pound or gross including all packaging? \_\_\_\_\_

Any minimum charge per container? \_\_\_\_\_

Disposal facility:

Proposer's price per pound for Treatment \_\_\_\_\_  
Pricing is per net pound or gross including all packaging? \_\_\_\_\_

Any minimum charge per container? \_\_\_\_\_

Disposal facility:

Wastes that may be disposed of using this method:

Notes, changes:

**Category N4, Packing group I pesticides** Quantity generated per year: 30 drums

Description: Pesticides and poisons that meet the definition of packing group I per DOT. Includes, depending on concentration, strychnine, warfarin, disulfoton, bromdifacoum, cyanide compounds, selenium dioxide, etc.

Current packaging specifications: packaged according to DOT packing group I requirements, in containers 5 gallons to 55 gallons in size.

Current disposal method: Landfill

Proposer's price for this method: \_\_\_\_\_ /5-gallon drum  
\_\_\_\_\_ /25-gallon drum  
\_\_\_\_\_ /55-gallon drum

Disposal facility:

Proposer's price for alternate method \_\_\_\_\_ /5-gallon drum  
\_\_\_\_\_ /25-gallon drum  
\_\_\_\_\_ /55-gallon drum

Disposal method:

Disposal facility:

Notes, changes:

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**Category V Contaminated debris** Quantity generated per year: 25 drums

Description: Used test tubes, droppers, test papers, etc. from facility labs, contaminated soil and debris, contaminated PPE, no free liquids.

Current packaging specifications: UN 1A2 drum, reconditioned OK.

Current disposal method: Landfill

Proposer's price for this method: \_\_\_\_\_ /55-gallon drum

Disposal facility:

Proposer's price for alternate method \_\_\_\_\_ /55-gallon drum

Disposal method:

Disposal facility:

Notes, changes:

**Category W Mercury Products**

Quantity per year: 25 5-gallon buckets

Description: Metallic mercury, contaminated metallic mercury, inorganic mercury contained in glass such as thermometers and barometers, inorganic mercury contained in metal and glass such as switches and flow meters.

Current packaging specifications: UN 1H2 5-gallon bucket, or UN 1A2 10 gallon drum.

Current disposal method: Recycle

Proposer's price for this method: \_\_\_\_\_/5-gallon bucket, \_\_\_\_\_/10 gallon drum

Disposal facility:

Proposer's price for alternate method \_\_\_\_\_/5-gallon bucket, \_\_\_\_\_/10 gallon drum

Disposal method:

Disposal facility:

Notes, changes:



**Category X Compressed gas cylinders**

Quantity generated per year: 100 cylinders

Description: Metro staff handles the majority of compressed gas cylinders received, sending them to local gas cylinder vendors, or in some cases releasing contents and puncturing the cylinder. However, in some cases they cannot be handled by these methods. A list of common cylinders requiring hazardous waste disposal follows. Please list all costs associated with disposal of compressed gas cylinders on this list, including assistance with preparation, packaging and manifesting. Also indicate the proposed disposal method & facility.

Note that Metro may identify cylinder contents in several ways: some are identified by an intact or partially intact label that lists the contents. Carbon dioxide cylinders are identified by a stamp on the cylinder neck. Acetylene cylinders may be identified by the DOT specification on the collar of the cylinder: 8, 8AL and 8WC. When no identification can be made by these methods an outside contractor is used to sample and identify the contents.

Item	Typical Size	Typical Weight	Product Name	Contents	Notes	Cost	Disposal method & facility
1	9"x4"	1lb	Aerosect	- pyrethrin 0.4% - sesame oil 8.0% - mineral oil 1.6% - Freon 12: 90%			
2	7"x3"	1 lb	Bridgeport Brass	- DDT 3% - methoxychlor 1% - pyrethrin 0.2% - piperonyl butoxide 1.6% - petroleum distillates 0.8% - aromatic petroleum derivative solvent 13.4%	"aer*a*sol insecticide"		
3	7"x3"	1lb	Bridgeport Brass	- DDT 3% - pyrethrin 0.4% - hydrocarbon oil 1.6% - polymerized alkylated naphthalene 15% - freon 12: 80%			
4	8"x3"	1lb	Pennsylvania Engr. Co.	"DDT - pyrethrum aerosol type spray"	contract # N140s-229-41961B		
5	7"x3"	1lb	Bridgeport Brass	"contains 1lb of nonflammable, nontoxic insecticide spray"	"mosquito killer"		

Item	Typical Size	Typical Weight	Product Name	Contents	Notes	Cost	Disposal method & facility
6	3.5"x.75"	10 gm	Walter Kidde Co.	pyrethrum extract 0.5% DDT 1% sesame oil 5% mineral oil 10% inert ingredients 83.5%	military, all "cartridges" are in a small cardboard box		
7	19"x5"	10lbs	Whitmire Perscription treatment 140	synthetic pyrethroid sbp 1382 resmethrin: (5-benzyl-3-furyl)methyl 2,2-dimethyl-3-(2-methylpropenyl) cyclopropanecarboxylate ) 0.5% related compounds 0.068% inert compounds 99.432%	EPA reg 499-166-AA		
8	15.5"x4.5"	5lbs	Lethalaire V-23	pyrethrins 0.50% tech piperonyl butoxide 1% n-octyl bicycloheptene dicarboximide 1% petroleum distillate 12.5%			
9	16"x4.5"	5lb	Lethalaire V26	resmethrin .5% related compunds .068% aromatic petroleum hydrocarbons .662% petroleum distillates 18.75% inert ingredients 80.02%			

Item	Typical Size	Typical Weight	Product Name	Contents	Notes	Cost	Disposal method & facility
10	16"x4.5"	~5 lb	Lethalaire V21	pyrethrin 0.5% technical piperonyl butoxide 4.0% petroleum hydrocarbon oil base 12.5% propellants 83%			
11	11.5"x3"	~2.5 lb	Lethalaire JR4	pyrethrin 0.5% technical piperonyl butoxide 1.0% N-octyl bicycloheptane dicarboximide 1.0% petroleum distillate 12.5% inert ingredients 85%			
12	26"x4.5"	~10 lb	Virginia Smelting Co.	sulfur dioxide			
13	33"x8"	~50 lb	Great Lakes Chem. Co. Meth-O-Gas, various	methyl bromide 100%, or methyl bromide 98%, chloropicrin 2%			
14	Pint aerosol can	12 oz.	Great Lakes Chem. Co., various	methyl bromide 100%, or methyl bromide 98%, chloropicrin 2%			
15	7" x 3"	1 lb	Dow	methyl bromide			
16	7" x 3"	1lb	Varies	freon 12 pyrethrins			
17	41" x 10"	Varies	Varies	Chloromethane			
18	14" x 4"	Varies	Varies	Chloromethane and pyrethrum			
19	15" x 2"	Varies	Varies	chlorine			
20	24" x 4"	Varies	Varies	Sulfur Dioxide			

Item	Typical Size	Typical Weight	Product Name	Contents	Notes	Cost	Disposal method & facility
21	22" x 3.5"	Varies	Varies	Sulfur Dioxide			
22	12.5" x 4"	Varies	Varies	Chloromethane and pyrethrum			
23	31" x 7"	Varies	Varies	Dichlorodifluoromethane, CFC-12, and pyrethrum			
24	16" x 4"	Varies	Varies	Dichlorodifluoromethane, CFC-12, pyrethrum, piperonyl butoxide			
25	12" x 5"	Varies	Varies	Dichlorodifluoromethane, CFC-12, pyrethrum, 2,4-D			
26	3" x 1"	3-6 oz.	Varies	Carbon dioxide cartridges			
27	3" x 1"	3-6 oz.	Varies	Nitrous oxide	cartridges		
28	3" x 1"	3-6 oz.	Varies	Nitrous oxide and carbon dioxide mixtures	cartridges		
29	4" x 1.5"	3-8 oz.	Varies	Ethylene oxide or Ethylene oxide with nitrogen	canister		
30	4" x 1.5"	3-8 oz.	Varies	Ethylene oxide and carbon dioxide mixture	canister		
31	11" x 3"	2 lbs	BernzOMatic Lif-O-Gen, various	Oxygen	typically used for welding		
32	Round (Dia=6")	2 lbs	Varies	Breathing air	Escape breathing apparatus		

Item	Typical Size	Typical Weight	Product Name	Contents	Notes	Cost	Disposal method & facility
33	5 gallon dispenser	30 lb	Varies	Adhesives (commonly used in construction)	Similar in size and shape to household propane cylinders		
34	Varies	16 oz.	Tetco Fire Extinguisher, various	90% Carbon tetrachloride, 10% carbon dioxide			
35	Varies	12 oz.	Dieselmatic Kompac, various	Ethyl Ether	Engine starting fuel		
36	9" to 4 ft.	Varies	Varies	Carbon dioxide			
37	Height varies 12" to 4'	Varies	Varies	Acetylene and acetone as stabilizer			
38	Aerosol type can	12 oz.- 1 lb.	various	Isocyanate foam			
39	~ 5 gallon dispenser	30 lb.	various	Isocyanate foam	Similar in size and shape to household propane cylinders		

**Additional cylinder cost information, notes:**

Attachment 2

**PROPOSAL BOND**

**(NOTE: PROPOSERS MUST USE THIS FORM, NOT A SURETY COMPANY FORM)**

**KNOW ALL MEN BY THESE PRESENTS:**

We the undersigned, \_\_\_\_\_ as PRINCIPAL,  
and \_\_\_\_\_ corporation organized and existing under and by virtue of the laws of the state of \_\_\_\_\_ and duly authorized to do surety business in the state of Oregon and name on the current list of approved surety companies acceptable on federal bonds and conforming with the underwriting limitations as published in the Federal Register by the audit staff of the Bureau of Accounts and the U.S. Treasury Department and is of the appropriate class for the bond amount as determined by Best's Rating System, as SURETY, hereby hold and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, unto METRO, as OBLIGEE, in the sum of \$ \_\_\_\_\_ in lawful money of the United States of America, for the payment of which sum well and truly to be made as agreed and as liquidated damages.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT whereas the PRINCIPAL has submitted to METRO a certain Proposal for work required for the Transportation of Wastes Collected in Metro's Household Hazardous Waste and Conditionally Exempt Generator Waste Collection Programs, which work is specifically described in the accompanying Proposal;

NOW, THEREFORE, if Metro does not award a contract to the PRINCIPAL within the time specified in the Instructions to Proposers for the work described in said Proposal, or in the alternate, if said Proposal shall be accepted and the PRINCIPAL, within the time and in the manner described under the Contract Documents, enters into a written contract in accordance with the Proposal, files the two bonds, one guaranteeing faithful performance of the work to be done and the other guaranteeing payment for labor and materials as required by law, and files the required certified copies of insurance policies and certificates of insurance, then the obligation shall be null and void; otherwise, the same shall remain in full force and effect.

The SURETY, for value received, hereby stipulates and agrees that the obligation of said SURETY and this bond shall be in no way impaired or affected by any extension of the time within which Metro may accept such Proposal; and said SURETY does hereby waive notice of any such extension.

If more than one surety is on this bond, each surety hereby agrees that it is jointly and severally liable for all obligations on this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
PRINCIPAL

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Attachment 3

SURETY

If the Proposer is awarded a Contract on this Proposal, the surety or sureties who provide(s) the Performance Bond and Labor and Materials Bond will be:

SURETY

ADDRESS

1. \_\_\_\_\_
2. \_\_\_\_\_

Attachment 4

**SAMPLE - STANDARD PUBLIC CONTRACT**

THIS Contract is entered into between Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, whose address is 600 N.E. Grand Avenue, Portland, Oregon 97232-2736, and \_\_\_\_\_ whose address is \_\_\_\_\_, hereinafter referred to as the "CONTRACTOR."

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I  
SCOPE OF WORK

CONTRACTOR shall perform the work and/or deliver to METRO the goods described in the Scope of Work attached hereto as Attachment A. All services and goods 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 \_\_\_\_\_, 20\_\_\_\_, through and including \_\_\_\_\_, 20\_\_\_\_.

ARTICLE III  
CONTRACT SUM AND TERMS OF PAYMENT

METRO shall compensate the CONTRACTOR for work performed and/or goods supplied as described in the Scope of Work. METRO shall not be responsible for payment of any materials, expenses or costs other than those that 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 shall be a minimum of \$1,000,000 per occurrence.. The policy must be endorsed with contractual liability coverage. **Metro, its elected officials, departments, employees and agents shall be named as an ADDITIONAL INSURED.**

B. Automobile bodily injury and property damage liability insurance. Insurance coverage shall be a minimum of \$1,000,000 per occurrence. **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 additional 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.

CONTRACTOR shall not be required to provide the liability insurance described in this Article only if an express exclusion relieving CONTRACTOR of this requirement is contained in the Scope of Work.

## 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.

For public work subject to ORS 279.348 to 279.365, the Contractor shall pay prevailing wages and shall pay an administrative fee to the Bureau of Labor and Industries pursuant to the administrative rules established by the Commissioner of Labor and Industries. Contractors must promptly pay, as due, all persons supplying to such contractor labor or material used in this contract. If the contractor or first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the public contracting agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus shall pay interest in accordance with ORS 279.314. If the contractor or first-tier subcontractor fails, neglects, or refuses to make payment the person may file a complaint with the Construction Contractors Board unless to a good faith dispute as defined by ORS 297.445. Contractor must pay any and all contributions and amounts due to the Industrial Accident Fund from contractor or subcontractor and incurred in the performance of the contract. No liens or claims are permitted to be filed against Metro on account of any labor or material furnished. Contractors are required to pay the Department of Revenue all sums withheld from employees pursuant to OR 316.167.

For public improvement work, all contractors must demonstrate that an employee drug-testing program is in place.

**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 GOODS 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 goods 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 goods 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, General and Special Instructions to Bidders, Proposal, 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  
COMPLIANCE

CONTRACTOR shall comply with federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, non-discrimination, safety and health, environmental protection, waste reduction and recycling, fire protection, permits, fees and similar subjects.

ARTICLE XVI  
ASSIGNMENT

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

CONTRACTOR NAME

METRO

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A**

**Scope of Work**

**1. Statement of Work.**

**2. Payment, Billing and Term.**

Contractor shall provide services for a maximum price not to exceed \_\_\_\_\_ AND NO/100 DOLLARS (\$0,000.00). 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 unit prices for labor, materials, and equipment, 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.

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 that Contractor utilized as of the date of this Agreement, and which Contractor utilizes to submit requests for payment pursuant to this Scope of Work. 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.

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EXHIBIT "B"  
Resolution No. 03-3293

FINDINGS SUPPORTING AN EXEMPTION FROM THE  
COMPETITIVE BIDDING PROCESS FOR A REQUEST FOR PROPOSALS  
TO PROCURE HAZARDOUS WASTE DISPOSAL SERVICES

1. BACKGROUND

Metro operates a hazardous waste program which includes two permanent household hazardous waste collection facilities, roundup collection events, and a conditionally exempt generator (CEG) program. The transportation and disposal of the wastes collected in this program is currently performed by four contractors. The current hazardous waste disposal contracts expire at the end of June 2003.

Metro's hazardous waste program strives to manage all wastes in a manner that maximizes both cost-effectiveness and environmental considerations. An RFP process has been used each time hazardous waste disposal services have been procured for the program. The RFP process allows Metro to take advantage of the varying capabilities and strengths of the various hazardous waste disposal firms serving the Pacific Northwest, and to base contracting on factors such as environmental soundness of disposal methods and other non-monetary considerations.

2. FINDINGS

2.1. **Findings supporting exemption from competitive bid process regarding favoritism and competition**

The Metro Contract Review Board finds that exempting the procurement of hazardous waste disposal services from competitive bidding requirements is unlikely to encourage favoritism in the award of a contract or to substantially diminish competition for such a contract. This finding is supported by the following:

- 2.1.1. Solicitation Advertisement: Pursuant to ORS 279.025, the solicitation will be advertised as appropriate in regional publications. In addition, solicitation documents will be available both through Metro's website page that highlights contracting opportunities, as well as at regional plan and procurement centers. Additionally, solicitation documents will be sent to an extensive mailing list of all known companies providing hazardous waste disposal services in the Pacific Northwest. Accordingly, this solicitation process is designed to encourage competition and to discourage favoritism.
- 2.1.2. Full Disclosure: To avoid favoritism and ensure full disclosure of all project requirements, the RFP solicitation package will include:
  - A detailed description of Metro's hazardous waste program
  - Technical specifications of disposal categories
  - Proposed contractual terms and conditions
  - Selection process description
  - Evaluation criteria
- 2.1.3. Selection Process: To avoid favoritism the evaluation process will include the following steps:
  - Proposals will be evaluated for completeness and compliance with the requirements listed in the RFP

- References regarding experience and qualifications will be evaluated
- A detailed analysis of disposal category specifications and comparative costs will be completed
- Category groupings or individual categories will then be independently scored by the selection committee

2.1.3.3. Metro will then enter into negotiations with the highest ranked firm for each category or grouping to attempt to negotiate a contract or contracts. If negotiations are unsuccessful, negotiations will be conducted with the next ranked firm.

2.1.3.4. Once a contract has been negotiated, competing firms will be notified and given an opportunity to appeal award in accordance with the provisions of the Metro Code.

2.1.4. Competition: There are several firms that provide hazardous waste disposal services in this region. The exemption from competitive bidding will not diminish competition because all known firms will be sent a copy of the solicitation. A mailing list of about 18 companies has been developed.

## 2.2. Findings supporting exemption from the competitive bid process regarding cost savings

The Metro Contract Review Board finds that awarding the contracts for hazardous waste disposal services pursuant to an exemption from competitive bidding requirements will result in substantial cost savings to Metro. The finding is supported by the following:

2.2.1 Cost a primary factor in evaluation: The evaluation criteria to be used by the selection committee, as detailed in the RFP, will include cost as 50% of the evaluation points awarded.

2.2.2. Flexibility in category specifications: Using the RFP process allows proposers to propose creative category sorting and packaging specifications, and thus allows for specifications that best fit with a firm's operations or that are less costly for Metro staff to prepare. This results in lower costs for disposal and lower costs to Metro in preparing wastes for disposal.

2.2.3 Awarding by categories: Several individual waste categories as well as one grouping of categories are specified in the RFP, and each category or group will be evaluated and awarded separately. This ensures that proposers will provide the lowest pricing for each category.

## 2.3. Additional information justifying exemption from competitive bidding requirements

2.3.1. Environmental soundness: Use of the RFP process allows for consideration of environmental factors in evaluating proposals. Proposers are encouraged to offer disposal methods high on the waste reduction hierarchy, and proposers' environmental records are considered in evaluating proposers' qualifications. This ensures that wastes are disposed of in a manner that is environmentally sound and that minimizes Metro's future liability.



## STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 03-3293, FOR THE PURPOSE OF AUTHORIZING AN EXEMPTION TO THE REQUIREMENT OF COMPETITIVE BIDDING, AUTHORIZING ISSUANCE OF A REQUEST FOR PROPOSALS TO PROCURE HAZARDOUS WASTE DISPOSAL SERVICES, AND AUTHORIZING THE CHIEF OPERATING OFFICER TO EXECUTE THE RESULTING MULTI-YEAR CONTRACTS

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Date: February 20, 2003

Prepared by: Jim Quinn

### BACKGROUND

Metro operates a hazardous waste program which includes two permanent household hazardous waste collection facilities, roundup collection events held at various locations around the region, and a conditionally exempt generator (CEG) program. The transportation and disposal of the wastes collected in this program is currently performed by four contractors. The current hazardous waste disposal contracts expire at the end of June 2003.

Metro's hazardous waste program strives to manage all wastes in a manner that maximizes both cost-effectiveness and environmental considerations. The use of an request for proposals (RFP) process to procure hazardous waste transportation and disposal services provides a degree of flexibility that greatly facilitates the attainment of these two goals.

The hazardous waste transportation and disposal firms that service the Pacific Northwest have varying capabilities, and generally varying relationships with final recycling and disposal facilities. Some regional contractors may have developed in-house treatment and recycling methods, while others may ship wastes around the country to facilities under their control. A wide variety of hazardous wastes are received at Metro's facilities, and each potential disposal contractor will have certain types of wastes for which they offer particularly attractive pricing or otherwise unavailable processing or disposal technologies. The details of categorization and packaging that each contractor requires can vary significantly, and it is necessary to leave open these specific details in order to capitalize on strengths of the various hazardous waste management firms.

The RFP details several different categories of waste, based on the sorting procedures currently employed at Metro's Hazardous Waste Facilities. Some of these categories are then grouped together. Proposers are asked to provide separate pricing information for each waste category, and are informed that categories will be evaluated separately. The most highly rated proposer for each category and the grouped categories will be contacted for contract negotiations. It is possible that more than one contract will be awarded.

Proposals solicited will include information on the types of waste that may be included in each of the proposer's waste categories, the packaging requirements for each category, and the proposed disposal methods. The proposals will be evaluated by a committee, category by category, based on the following criteria:

- General compliance with the RFP. (10 points)

- Costs for transportation and disposal of individual waste category, including labor and material costs which would be incurred by Metro in preparing wastes to meet proposer's specifications. (50 points)
- Environmental soundness of disposal method. (25 points)
- Proposer's experience, qualifications and compliance record. (15 points)

The RFP includes a detailed Proposed Scope of Work, and all contracts negotiated will adhere to the provisions outlined therein.

The Council has authorized use of the RFP process for procuring hazardous waste disposal services for each of the five previous procurement processes between 1991 and 2000. Because of the complex nature of hazardous waste transportation and disposal, and the cost savings and environmental benefits that will result, a RFP process remains the most desirable approach to selecting transportation and disposal contractors for Metro's hazardous waste program.

## **ANALYSIS/INFORMATION**

### **1. Known Opposition**

There is no known opposition to this authorization request.

### **2. Legal Antecedents**

Metro Code section 2.04.054(c) authorizes the contract review board to exempt contracts from competitive bidding, subject to certain requirements. Metro code section 2.04.026(c) requires council authorization of RFP's such as this prior to their release, and allows Council to waive the requirement of Council authorization of the resulting contracts.

### **3. Anticipated Effects**

The anticipated effect of this authorization is one or more 2-year contracts for transportation and disposal of hazardous waste collected in Metro's hazardous waste program.

### **4. Budget Impacts**

The amount budgeted for hazardous waste disposal for Fiscal Year 2003-04 is \$1,004,700.

## **RECOMMENDED ACTION**

The Chief Operating Officer recommends approval of Resolution No. 03-3293.