

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING ) RESOLUTION NO. 97-2495  
AN EXEMPTION TO THE REQUIREMENT OF )  
COMPETITIVE BIDDING, AUTHORIZING ISSUANCE ) INTRODUCED BY MIKE BURTON  
OF A REQUEST FOR PROPOSALS TO PROCURE ) EXECUTIVE OFFICER  
HAZARDOUS WASTE DISPOSAL SERVICES, AND )  
AUTHORIZING THE EXECUTIVE OFFICER )  
TO EXECUTE THE RESULTING MULTI-YEAR )  
CONTRACTS )

WHEREAS, Metro operates a hazardous waste collection program, which includes two permanent household hazardous waste facilities, satellite 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, 1997; and

WHEREAS, The FY 1997-98 Metro budget of the Regional Environmental Management Department authorizes expenditures of a total of \$871,485 for hazardous waste disposal; and

WHEREAS, ORS 279.015(2) authorizes the exemption of certain contracts from the competitive bidding requirement; and

WHEREAS, Metro Code Section 2.04.054(c) authorizes, where appropriate, the use of alternative contracting and purchasing practices that take account of market realities and modern innovative contracting and purchasing methods which are consistent with the public policy of encouraging competition; and

WHEREAS, The Council finds that it is unlikely that exempting solicitation of hazardous waste transportation and disposal services from competitive bidding will encourage favoritism in the awarding of public contracts or substantially diminish competition for public contracts because: (1) a Request for Proposals process will be utilized; (2) the invitation to submit proposals will be advertised; and (3) Requests for Proposals will be sent to a variety of hazardous waste management firms; and

WHEREAS, The Council also finds that the exemption will result in substantial cost savings to Metro because: (1) proposers will be allowed to recommend waste categorization procedures, waste disposal options, recycling alternatives, and other aspects of their services that result in decreased costs; and (2) cost will be a primary factor in the selection process; 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

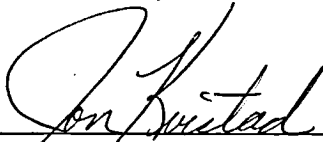
WHEREAS, Pursuant to Section 2.04.026 (c) of the Metro Code, the Council may at the time it approves a Request for Proposals waive the requirement for Council approval of a contract prior to execution of the contract by the Executive Officer; and

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

BE IT RESOLVED,

1. That the Metro Contract Review Board hereby exempts the contract for hazardous waste transportation and disposal services for Metro's hazardous waste program from the competitive bid process and authorizes staff to use a Request for Proposals solicitation process.
2. That the Metro Council approves issuance of the multi-year Request for Proposals for Transportation and Disposal of Wastes Collected in Metro's Hazardous Waste Programs, Exhibit "A".
3. That the Metro Council authorizes the Executive 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 in accordance with the requirements of the Metro Code.

ADOPTED by the Metro Council this 1st day of May, 1997.

  
\_\_\_\_\_  
Presiding Officer

~~BID~~ RFP REVIEW FORM

RECEIVED

APR - 4 1997

Date Received by the Contract Services Division 4/3/97

METRO Risk & Contract Management Division

> \$25,000 BID # \_\_\_\_\_ < \$25,000 \_\_\_\_\_

RFP # 97R-13-REM

Title of Project: Transport & Disposal of Waste Collected @ H2W Facilities

Department/Division: REM/ES

Est Amt: \* 1.9 Mill

Council Designation: in next years budget

Originator: Jim Quinn

Contact: DAVE G.

*needs Council action for exemption to Competitive Bid*

(Please initial)

Reviewed by: Contracts Analyst

Kr 4/3/97  
Date

Procurement Officer

JM 4/4/97  
Date

General Counsel (>\$25,000)

[Signature]  
Date

M/WBE Advocate

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Comments: add attached clauses - validity period & conflict of interest to sec. III General Conditions

**EXHIBIT "A"**

**REQUEST FOR PROPOSALS**

for

**TRANSPORTATION AND DISPOSAL  
OF WASTES COLLECTED IN METRO'S  
HAZARDOUS WASTE PROGRAM**

(RFP #97R-13-REM)

MAY 1997

**METRO  
Regional Environmental  
Management Department  
600 NE Grand Avenue  
Portland, OR 97232  
(503) 797- 1650**

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

## I. INTRODUCTION

The Solid Waste Department of Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 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 #97R-13-REM). Proposals will be due no later than 3:00 p.m., Monday, June 2, 1997, in Metro's business offices at 600 NE Grand Avenue, Portland, Oregon, 97232-1700, Attention: Jim Quinn, Regional Environmental Management Department.

Metro has divided wastes into 24 categories. These 24 categories are grouped into 8 different groups of similar categories. Each group will be evaluated separately. Proposers may submit proposals for disposal of one group, several groups, or all groups. Metro may award several contracts for one or more groups, or may award a single contract if one Proposer is selected for award for all groups.

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

During 1995 nearly 2 million pounds of wastes were collected in these programs.

The types of waste received were as follows:

|                                      |     |
|--------------------------------------|-----|
| Flammables                           | 35% |
| Latex Paint and related              | 29% |
| Motor Oil, Car Batteries, Antifreeze | 21% |
| Pesticides                           | 4%  |
| Aerosols                             | 3%  |
| Acids, bases and oxidizers           | 3%  |
| Cleaners                             | 1%  |
| Miscellaneous *                      | 3%  |

\* 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 most 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 all drums and other packaging materials under separate contract.

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

All latex paint processing and storage is done in a separate building, adjacent to the main HHW facility at Metro South. A large quantity of drums of latex can be stored. Latex paint is carefully sorted, and good quality paint is consolidated either for reprocessing for sale or for giveaway for reuse.

In addition to the physical storage limitations, the facilities have a 90 day limit on storage of wastes collected, except for materials being accumulated for a feasible means of recycling, which may be stored for up to one year.

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. A \$5 to \$10 charge is collected from residents using the facilities. Pickup of drummed waste for disposal is generally conducted early in the morning prior to the facilities opening to the public.

### Satellite Collection

During the contract period, Metro may conduct additional short-duration collections of household hazardous wastes at various sites within the Metro region. This program 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

Since January of 1991, Metro has conducted 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 is 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, 1997 through June 30, 1999.
2. Contractor shall pick up wastes of selected categories and remove them from Metro HHW facilities or collection sites as needed.
3. Contractor shall arrange for delivery to recycling, treatment, storage, and disposal facilities that are approved by Metro. Contractor shall ship all wastes to final recycling, treatment, or disposal facilities within twelve months of the date that the wastes were received from Metro. A list of facilities that are approved by both Metro and Contractor will be developed.
4. 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.

5. All final disposal facilities that are permitted TSDF's shall have Environmental Impairment Liability in the amount 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.
6. 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.
7. 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.
8. Metro shall normally notify Contractor at least two working days (working days are to be considered Monday- Friday) before wastes are to be picked up by Contractor, and shall provide profile numbers and quantities of wastes to be picked up. Contractor shall pick up all properly packaged and labeled wastes that are included in a current approved profile when requested by Metro, provided that the requested pick up time is during Contractor's regular business hours, and Metro has provided proper notice. Metro may require waste pickups on weekends or evenings for special events.
9. Contractor shall assist Metro with filling out Uniform Hazardous Waste Manifests for shipping of wastes when required.
10. Contractor shall assist Metro with obtaining approved waste profiles when required.
11. Each calendar year quarter, Contractor shall provide Metro with a report showing summaries of the disposition of all wastes picked up at Metro HHW facilities by Contractor ("Quarterly Waste Report"). The Quarterly Waste Report shall include information on wastes stored at Contractor's facilities and wastes that have been sent to final disposal facilities during the calendar year quarter. The Quarterly Waste Report shall include an indication of the final disposal or recycling facility at which the waste was processed, and shall indicate the disposal method. The Quarterly Waste Report shall be signed by a responsible company representative. The Quarterly Waste Report shall accompany the next monthly invoice submitted by Contractor to Metro following the end of a calendar year quarter. The first invoice submitted by Contractor after the end of a calendar year quarter shall not be acceptable to Metro unless and until it is accompanied by the quarterly waste report.

If a Quarterly Waste Report is inconsistent with Metro data, Contractor shall assist Metro in determining the source of the inconsistency.

12. Metro shall identify all unknown wastes using Metro's identification system based on "HazCat" and WICT (Waste Identification and Classification Test). 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.

13. 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 endorsement.

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.

14. 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.

15. Contractor shall designate one individual as Metro's primary contact for all matters relating to this contract.

16. Contractor shall keep the prices for transport and disposal of wastes specified in this contract the same for at least one full year after execution of the contract.

17. After one year, if Contractor's costs for management of a particular category of waste has increased significantly due to conditions beyond Contractor's control, Contractor may petition for an increase in disposal prices for the affected category. Contractor must provide to Metro specific documentation that industry-wide prices for similar services have undergone similar increases in the Pacific Northwest. If granted, such increases shall be the only price adjustment for the duration of the contract for that category. If Contractor's costs for disposal of a particular category of waste have decreased significantly Contractor shall pass the decrease through to Metro.

A "significant" increase or decrease means a change of 5% or more as compared to the last cost charged to Metro.

#### IV. PROPOSAL INSTRUCTIONS

##### Submission of Proposal

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

Jim Quinn  
Hazardous Waste Project Manager  
Regional Environmental Management Department  
Metro  
600 NE Grand Avenue  
Portland, Oregon, 97232-1700,

##### Deadline

Proposals will not be considered if received at Metro's business office, 600 NE Grand Avenue, Portland, Oregon, 97232-1700, Attention Jim Quinn, Solid Waste Department, after 3:00 p.m. on Monday, June 2, 1997.

##### 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 May 15, 1997. 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 May 20, 1997. 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 the Metro, in the amount of one thousand dollars (\$1,000.00). Proposal bonds shall be returned to all proposers subsequent to final contract selections by Metro.

If a proposal addresses a small portion of this RFP, 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) 797-1717.

## **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.
4. A sample of a quarterly report form, as required by item #11 in the proposed scope of work.
5. If relevant to the categories that are covered by Proposer's submission, describe requirements for identifying "unknown" materials that Metro receives, identifies, and packages for disposal.
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.

Each waste group in the Proposal Price Forms will be evaluated separately. Successful proposers may be selected for contract award for a single group, for several groups, or for all groups for which they have provided information. In order to be awarded a particular group, a Proposer must have submitted price information for all categories in that group.

Proposers who receive the highest score for one or more waste groups using the evaluation criteria below will be sent a Notice of Conditional Award identifying the waste groups 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 each submitted proposal for each waste group shall be as follows:

#### Criteria

General compliance with the RFP. (10 points)

Costs for transportation and disposal of waste group, 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 the final disposal site, if available.

## **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, and drum list requirements for each category. Any other comments on disposal of a particular category should also be noted in the Notes/Changes section.

Proposer's price information should be provided with the knowledge that Proposer may be awarded a contract for a single group, for several groups, or for all groups for which Proposer has provided information. Any proposals submitted in which the proposal price for any group is made conditional upon also receiving waste of another group will be deemed non-responsive.

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

In the disposal method section for alternate methods, proposer should either use one of the disposal methods from the waste reduction hierarchy, described below, or if proposer indicates a disposal method not on this list, proposer should provide an 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.

**Category Groupings:**

**Group A - Flammables, Solvents & Petroleum-based**

|     |                      |
|-----|----------------------|
| AF1 | A-Fuel Liquids       |
| AF2 | A-Fuel Solids        |
| AFL | A-Fuel loosepacks    |
| AFP | A-Fuels, high PCB's  |
| C   | Chlorinated solvents |
| E   | Isocyanates          |
| Z2  | Oil-water mixes      |

**Group B- Lab Packs**

|    |                      |
|----|----------------------|
| K2 | Acids- organic       |
| K3 | Acids- inorganic     |
| L  | Alkalis              |
| M  | Oxidizers            |
| N  | Pesticides & poisons |
| V  | PPE                  |

**Group C- Aerosols**

|    |                     |
|----|---------------------|
| Q1 | aerosols- flammable |
| Q2 | aerosols- corrosive |
| Q3 | aerosols- poison    |

**Group D- Reactives & TSCA ballasts**

|    |                   |
|----|-------------------|
| R1 | organic peroxides |
| R2 | reactives         |
| P2 | TSCA ballasts     |

**Group E- Water-based wastes**

|   |                         |
|---|-------------------------|
| G | Latex/water-based waste |
| J | Cleaners                |

continued . . .

Groups consisting of only one category:

|    |                     |
|----|---------------------|
| I3 | Batteries- dry cell |
|----|---------------------|

|    |                   |
|----|-------------------|
| P1 | non-TSCA ballasts |
|----|-------------------|

|    |                 |
|----|-----------------|
| GR | Latex, unsorted |
|----|-----------------|

**Group A - Flammables, Solvents & Petroleum-based**

|     |                      |
|-----|----------------------|
| AF1 | A-Fuel Liquids       |
| AF2 | A-Fuel Solids        |
| AFL | A-Fuel loosepacks    |
| AFP | A-Fuels, high PCB    |
| C   | Chlorinated solvents |
| E   | Isocyanates          |
| Z2  | Oil-water mixes      |

**GROUP A, Category AF1 A-Fuel Liquids** Quantity generated per year: 1200 drums

**Description:**

Pumpable flammable liquids, up to 8% halogenated, up to 15% water, BTU value greater than 6000 BTU/pound, lead less than 2500 ppm. Includes oil-based paints and paint related materials, paint thinners, gasoline, halogenated and non-halogenated solvents, etc. No isocyanates. PCB content < 50 ppm. Asbestos-containing materials acceptable.

**Current packaging specifications:**

UN 1A1 drum, new drums only, 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:

**GROUP A, Category AF2 A-Fuel Solids**    Quantity generated per year: 600 drums

Description: Non-pumpable flammable materials, chlorides less than 5%. Includes all items under category AF1, as well as semi-solid solvent-based adhesives and caulks, and tars and other roofing compounds

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:

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**GROUP A, Category AFL Flammables, loosepack**    Quantity generated per year: 350 drums

Description: Small containers of solvent-based materials that are too labor-intensive to bulk, including 1/2 pint and smaller metal 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:

Notes, changes:



**GROUP A, Category E Isocyanates**

Quantity generated per year: 35 drums

Description: Any isocyanate-containing product, often in an aerosol-type can, or 1 part of two-part foam systems. Currently this category is separated into compressed gases and liquids for shipping purposes.

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

Current disposal method: Treatment

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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**GROUP A, Category Z2 Oil-water mixes**

Quantity generated per year: 20 drums

Description: Motor oil with any visible water.

Current packaging specifications: 55 gallon drums, pumped out on site by contractor.

Current disposal method: Energy recovery

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

Proposed disposal facility:

Proposer's price for alternate method \_\_\_\_\_/gallon

Disposal method:

Disposal facility:

Notes, changes:

**Group B- Lab Packs**

|    |                      |
|----|----------------------|
| K2 | Acids- organic       |
| K3 | Acids- inorganic     |
| L  | Alkalis              |
| M  | Oxidizers            |
| N  | Pesticides & poisons |
| V  | PPE                  |

**GROUP B, Category K2 Acids- organic** Quantity generated per year: 25 drums

Description: All organic acids, including: 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.

Current packaging specifications: UN 1A2 drum, reconditioned OK, liner required, lab pack (Maximum 21 gallons of liquid total, inside glass containers maximum of one gallon of liquid, other containers maximum five gallons liquid, 50 pounds maximum solid), drum list required.

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:



**GROUP B, Category K3 Acids- inorganic**

Quantity generated per year: 200 drums

Description: All inorganic acids, including hydrochloric acid, sulfuric acid, nitric acid, phosphoric acid, etc.

Current packaging specifications: UN 1A2 drum, reconditioned OK, liner required, lab pack (Maximum 21 gallons of liquid total, inside glass containers maximum of one gallon of liquid, other containers maximum five gallons liquid, 50 pounds maximum solid), drum list required.

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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**GROUP B, Category L Alkalis** Quantity generated per year: 210 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 21 gallons of liquid total, inside glass containers maximum of one gallon of liquid, other containers maximum five gallons liquid, 50 pounds maximum solid), drum list required.

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:

**GROUP B, Category M Oxidizers** Quantity generated per year: 50 drums

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

Current packaging specifications: UN 1A2 drum, reconditioned OK, liner required, lab pack  
(Maximum 21 gallons of liquid total, inside glass containers maximum of one  
gallon of liquid, other containers maximum five gallons liquid, 50 pounds  
maximum solid), drum list required.

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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**GROUP B, Category N Pesticides & poisons** Quantity generated per year: 600 drums

Description: A wide variety of pesticide products, as well as various poisons including cyanides,  
heavy metal compounds, etc. These are divided into four categories for shipping  
purposes, including one for flammable pesticides, one for acidic pesticides, one for  
packing group I poisons, and one for all other non-acidic, non-flammable pesticides  
and poisons.

Current packaging specifications: UN 1A2 drum, reconditioned OK, liner required, lab pack  
(Maximum 21 gallons of liquid total, inside glass containers maximum of one  
gallon of liquid, other containers maximum five gallons liquid, 50 pounds  
maximum solid), drum list required.

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:

**GROUP B, Category V PPE** Quantity generated per year: 200 drums

Description: Gloves, tyvek suits, booties, etc., contaminated with HHW/CEG waste. Can also include test tubes, droppers, test papers, contaminated soil and debris, etc.

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

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:

**Group C- Aerosols**

|    |                     |
|----|---------------------|
| Q1 | aerosols- flammable |
| Q2 | aerosols- corrosive |
| Q3 | aerosols- poison    |

**GROUP C, Category Q1 Aerosols- flammable**      Quantity generated per year: 100 drums

Description: All aerosols that are not pesticides, alkaline cleaners, or isocyanates. We process most 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:

**GROUP C, Category Q2 Aerosols- corrosive**      Quantity generated per year: 10 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:

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**GROUP C, Category Q3 Aerosols- poisons**      Quantity generated per year: 50 drums

Description: Pesticide-containing aerosols.

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

**Group D- Reactives & TSCA ballasts**

|    |                   |
|----|-------------------|
| R1 | organic peroxides |
| R2 | reactives         |
| P2 | TSCA ballasts     |

**GROUP D, Category R1 Organic peroxides**      Quantity generated per year: 700 pounds

Description: Methyl ethyl ketone peroxide (must be less than 50% peroxide, less than 9% available oxygen), benzoyl peroxide, cumene hydroperoxide, other organic peroxides.

Currently we loose pack this category on site, and our contractor does all packaging and preparation for shipment.

Current disposal method: Incineration

Disposal price per pound: \_\_\_\_\_

Costs for preparing for shipment at our site (attach additional pages if needed):

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**GROUP D, Category R2 Reactives**      Quantity generated per year: 400 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%, and others

Currently we loose pack this category on site, and our contractor does all packaging and preparation for shipment.

Current disposal method: Incineration

Disposal price per pound: \_\_\_\_\_

Costs for preparing for shipment at our site (attach additional pages if needed):

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**GROUP D, Category P2 PCB's - TSCA-regulated** Quantity generated per year: 10 drums

Description: pre-1979 fluorescent ballasts or capacitors that are leaking or larger than dimensions specified in TSCA regulations.

Current packaging specifications: UN 1A2 drum

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:

**Group E- Water-based**

|   |                         |
|---|-------------------------|
| G | Latex/water-based waste |
| J | Cleaners                |

**GROUP E, Category G Latex/water-based waste** Quantity generated per year: 1000 drums

Description: This category contains: 1) latex paint that is rejected because it has frozen or spoiled, has lumps, rust, etc. in it, or that may be high in lead or mercury, 2) water-based low-hazard materials such as glues, polishes, inks, dyes, sheetrock mud, etc., 3) 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

Proposed disposal facility:

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

Disposal method:

Disposal facility:

Notes, changes:

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**GROUP E, Category J Cleaners & disinfectants** Quantity generated per year: 60 drums

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

Current packaging specifications: Plastic tight-head drum, bulk.

Current disposal method: Treatment

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:



**Groups consisting of only one category:**

**Category I3 Batteries- dry cell**      Quantity generated per year: 25 drums

Description: Household batteries, including regular 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

Proposed disposal facility:

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

Disposal method:

Disposal facility:

Notes, changes:

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**Category P1 PCB's- non-TSCA regulated**      Quantity generated per year: 75 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

Proposed disposal facility:

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

Disposal method:

Disposal facility:

Notes, changes:

**Category GR Latex, unsorted, unbulked** Quantity generated per year: see note

Description: Metro currently operates an on-site latex paint recycling program, which will be used to process most of the latex paint received. This category is only speculative, and will only be utilized for relatively small quantities when our incoming volume is particularly heavy.

Current packaging specifications: Unopened unsorted cans of latex paint loaded into transportable metal baskets, each holding about 200 1-gallon cans.

Current disposal method: Recycle

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:

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 \_\_\_\_\_, a 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 surities who provide(s) the Performance Bond and Labor and Materials Bond will be:

SURETY

ADDRESS

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

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

Attachment 4

CONTRACT NO. \_\_\_\_\_

**SAMPLE PUBLIC CONTRACT**

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

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

**ARTICLE I  
SCOPE OF WORK**

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

**ARTICLE II  
TERM OF CONTRACT**

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

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

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

**ARTICLE IV  
LIABILITY AND INDEMNITY**

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

## ARTICLE V TERMINATION

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

## ARTICLE VI. INSURANCE

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

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

B. Automobile bodily injury and property damage liability insurance.

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

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

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

## ARTICLE VII PUBLIC CONTRACTS

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

For public work subject to ORS 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 the Bureau of Labor and Industries.

## ARTICLE VIII ATTORNEY'S FEES

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

#### ARTICLE IX QUALITY OF MATERIALS AND SERVICES

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

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

#### ARTICLE X OWNERSHIP OF DOCUMENTS

All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by CONTRACTOR pursuant to this agreement are the property of METRO and it is agreed by the parties hereto that such documents are works made for hire. CONTRACTOR does hereby convey, transfer and grant to METRO all rights of reproduction and the copyright to all such documents.

#### ARTICLE XI SUBCONTRACTORS

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

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

#### ARTICLE XII RIGHT TO WITHHOLD PAYMENTS

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

If a liquidated damages provision is contained in the Scope of Work and if CONTRACTOR has, in METRO's opinion, violated that provision, METRO shall have the right to withhold from payments due CONTRACTOR such sums as shall satisfy that provision. All sums withheld by METRO under this Article shall become the property of METRO and

CONTRACTOR shall have no right to such sums to the extent that CONTRACTOR has breached this Contract.

**ARTICLE XIII  
SAFETY**

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

**ARTICLE XIV  
INTEGRATION OF CONTRACT DOCUMENTS**

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

**ARTICLE XV  
ASSIGNMENT**

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

|                      |                      |
|----------------------|----------------------|
|                      | METRO                |
| Signature            | Signature            |
| Print name and title | Print name and title |
| Date                 | Date                 |



## STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 97-2495, 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 EXECUTIVE OFFICER TO EXECUTE THE RESULTING MULTI-YEAR CONTRACTS

Date: April 15, 1997

Presented by: Jim Quinn  
Terry Petersen

### PROPOSED ACTION

Approve Resolution 97-2495 to authorize the use of a request for proposals process to procure hazardous waste disposal services, issuance of the attached RFP (Exhibit A), and executive officer approval of the contracts resulting from the RFP.

### BACKGROUND

Metro operates a hazardous waste program which includes two permanent household hazardous waste collection facilities, satellite collections 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 three contractors. All of the current hazardous waste disposal contracts expire at the end of June 1997.

### JUSTIFICATION FOR USING RFP PROCESS

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 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 24 different categories of waste, based on the sorting procedures currently

employed at Metro's Hazardous Waste Facilities. These categories are then grouped into eight groups of similar categories. Proposers are asked to provide separate pricing information for each waste category, and are informed that each group will be evaluated separately. The most highly rated proposer for each group 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 authorized use of the RFP process for procuring hazardous waste disposal services in 1991, 1993 and 1995. Because of the complex nature of hazardous waste transportation and disposal, and the cost savings and environmental benefits that will result, a Request for Proposals process remains the most desirable approach to selecting transportation and disposal contractors for Metro's hazardous waste program.

#### BUDGET IMPACT

The 1997-1998 budget has budgeted \$871,485 for hazardous waste disposal.

#### EXECUTIVE OFFICER'S RECOMMENDATION

The Executive officer recommends adoption of Resolution No. 97-2495.