

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF AUTHORIZING AN) RESOLUTION NO. 90-1225B
EXEMPTION TO THE REQUIREMENT OF)
COMPETITIVE BIDDING AND AUTHORIZING) Introduced by Rena Cusma,
ISSUANCE OF A REQUEST FOR PROPOSALS) Executive Officer
FOR THE SECOND COMPACTION SYSTEM AT)
METRO SOUTH STATION)

WHEREAS, Operation of the Metro South Station requires use of
a compaction system; and

WHEREAS, One compaction system has been acquired for and is in
operation at the Metro South Station; and

WHEREAS, A second compaction system is needed for operational
efficiency and to provide a back-up system in the event of a break-
down of the primary compaction system; and

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

WHEREAS, Metro Code Section 2.04.010, as amended, requires an
exemption for contracts obtained through a Request For Proposals (RFP)
process; and

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

WHEREAS, The RFP solicitation process described in the Staff
Report is in accordance with Metro Code 2.04.041(c) such that the
compaction system will be selected on the basis of the most

competitive offer considering quality and cost where the term "cost" refers to costs related to quality as well as the product price; and

WHEREAS, Pursuant to Code Section 2.04.033(a)(1) Council approval is required because the contract commits the District to expend sums from next fiscal year's budget; 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 Council of the Metropolitan Service District finds that:

- a) It is unlikely that exempting the solicitation of a compacting system for the Metro South Station will encourage favoritism in the awarding of public contracts or substantially diminish competition for public contracts; and
- b) The contract, if awarded pursuant to the exemption, will result in substantial cost savings to the Metropolitan Service District.

2. That based on these findings, the Council of the Metropolitan Service District directs that the contract (Exhibit A) for the procurement of the second compaction system at the Metro South Station be exempted from the competitive bid process and that staff is authorized to use a Request For Proposals solicitation process.

ADOPTED by the Council of the Metropolitan Service District

this 24th day of May , 1990.


Tanya Collier, Presiding Officer

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May 14, 1990
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SOLID WASTE COMMITTEE REPORT

RESOLUTION NO. 90-1225A, FOR THE PURPOSE OF AUTHORIZING AN EXEMPTION TO THE REQUIREMENT OF COMPETITIVE BIDDING, AUTHORIZING ISSUANCE OF A REQUEST FOR PROPOSALS AND EXECUTION OF A CONTRACT FOR THE SECOND COMPACTOR SYSTEM AT METRO SOUTH STATION

Date: May 15, 1990

Presented by: Councilor
Gary Hansen

Committee Recommendation: The Solid Waste Committee voted 4 to 0 to recommend Council adoption of Resolution No. 90-1225A.

Voting: Councilors Hansen, Bauer, Buchanan and DeJardin.

Absent: Councilor Wyers. This action was taken May 14, 1990.

Committee Discussion/Issues: The staff report was presented by Chuck Geyer of the Solid Waste staff. The Solid Waste Department recommends the use of a Request for Proposals (RFP) process to procure a second compaction system for the Metro South Station. A second system is required since failure of the existing system would close the facility.

The proposed RFP process was used for the existing compaction system. Compactors proposed for the first system varied in both capability and operational experience. The evaluation criteria proposed for the second compaction system has been changed to increase the emphasis on cost and has added criteria to evaluate the compatibility of a compaction system with the proposed modifications and method of transport.

The Committee held a public hearing on May 14, 1990. Mr. Doug DeVries of Jack Gray Transport, Inc. expressed concern that the use of a multi-bale or two-bale compaction system would create excessive wear and cause possible damage to their trailers.

Mr. Dan Saltzman of Shredding Systems, Inc. requested guidance regarding the proposal evaluation criteria, i.e., what each criterion means and how it will be applied.

Mr. Karl Wynens of AMFAB testified that a two-bale compaction system will cause damage to transport trailers. He stated that an AMFAB system will cost less to operate.

Trans Industries representative Jim Shoemake stated that they have decided to use both AMFAB and other compaction equipment at the Metro East Transfer Station. He recommended that the Council allow other companies besides AMFAB to compete.

Staff pointed out that Metro specified a single bale system in the Waste Transport Services contract. Nevertheless, multiple bale systems may be proposed in response to this RFP. Metro will, however, evaluate the long-term liability risk exposure, with regard to trailer damage, of all proposed systems. The

analysis shall assess the potential liability to Metro in addition to any measures (such as indemnification, insurance, etc.) proposed by the vendor to mitigate such risk.

The Committee asked the following questions:

1. Which system will likely cost the least? Staff said the two-bale system.
2. Is there a two-bale system in operation that would indicate the impact on trailers? Staff said there was not.
3. Will there be a pre-bid conference? Staff said there would be.

The Committee asked staff to report back to the Committee the results of the pre-bid conference.

The major issue discussed by the Committee was the potential damage to solid waste transport trailers.

The Committee stressed that they wanted to see a spirit of cooperation and sharing of information between Metro, Jack Gray Transport, Inc., Trans Industries, AMFAB and Shredding Systems, Inc.. Because there will be compaction systems at Metro East and in Washington County, it is important that the right decisions are made now.

The resolution proposed by staff authorizes execution by the Executive Officer of a contract for the compaction system with the highest-ranked proposer in order to speed up the procurement process. The Committee, however, amended the resolution to require this item come back to the Solid Waste Committee after the proposals are evaluated.

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RRB:186

Exhibit A

**METRO SOUTH STATION COMPACTION SYSTEM
REQUEST FOR PROPOSAL**

May 1990

**METRO SOUTH STATION COMPACTION SYSTEM
REQUEST FOR PROPOSAL**

The Solid Waste Department of the Metropolitan Service District is requesting proposals for design, manufacture, installation and warranty of a compaction system at the Metro South Station. Proposals will be due at 4:00 p.m. PDT, Friday, June 15, 1990 in Metro's Solid Waste Department, 3rd floor, 2000 S. W. First Avenue, Portland, OR 97201 to the attention of Chuck Geyer. Proposals will not be considered if received after this time. Details concerning the project are contained in this document.

This Request For Proposals (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 will not be considered by Metro in evaluating the proposal. All questions or comments relating to the RFP, or the project must be submitted in writing to Chuck Geyer at the address above. Any questions which in the opinion of Metro warrant a written reply or RFP amendment will be furnished to all parties receiving a copy of this RFP. Metro will not respond to questions received after 5:00 p.m., PDT, June 8, 1990.

Proposals must identify a single person as project manager to work with Metro. The successful Contractor must assure responsibility for any subcontractor work and shall be responsible for the day-to-day direction and internal management of the project. The prime contractor shall have, or be capable of obtaining insurance in the amount and of the type as specified herein. Metro shall be named as an additional insured.

The successful Proposer shall execute and deliver to Metro a Performance Bond and a Labor and Materials Bond, on a form acceptable to Metro. The Performance and Labor and Materials Bonds shall each be in the amount of 100% of the amount of the Contract, and shall be delivered to Metro with three copies of the signed Contract within 10 days of Notice of Conditional Award.

The Surety furnishing these Bonds 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 these Bonds on behalf of the Surety must attach a notarized copy of his/her Power of Attorney as evidence of his/her authority to bind the Surety on the date of execution of each Bond. The successful Contractor may substitute cash, a cashier's check or certified check in lieu of bonds.

DISADVANTAGED BUSINESS PROGRAM

Metro's Disadvantaged Business Program contains subcontracting goals for Disadvantaged Business Enterprise (DBE) and Women-Owned Business Enterprise (WBE) participation in that portion of the work which is subcontracted. A subcontractor is any person (who is not an employee of the prime) or firm proposed to work for the prime contractor on this project. The successful Proposer will be required to meet Metro's Disadvantaged Business Program goals or clearly demonstrate that good faith efforts, per Metro Code Chapter 2.04., have been made to meet the goals. The goals for this Contract are: Disadvantaged Business Enterprises (DBEs) -- seven (7) percent, and Women-Owned Business Enterprises (WBEs) -- five (5) percent of total contract amount. Metro does not wish any DBE/WBE subcontractor be placed under exclusive contract prior to contract award.

Typical actions which constitute good faith efforts are set forth in Metro's Disadvantaged Business Program. Relevant sections of the Metro Code concerning the Disadvantaged Business Program are attached and by this reference incorporated herein. Special attention is called to sections 2.04.155, 2.04.160, and 2.04.175.

A directory of certified DBE/WBE firms is issued by the State of Oregon Executive Department, 155 Cottage St., N.E., Salem, OR 97310, (503) 378-5651. Copies of the directory are available for inspection at Metro. Contact Amha Hazen, Contracts Specialist, for more information concerning this requirement (503-221-1646).

BACKGROUND

"Metro" is the Metropolitan Service District, organized and existing under the laws of the state of Oregon, formed as a governing body consisting of 12 directly elected Councilors and a directly elected Executive Officer. It is responsible for the disposal of solid waste in the metropolitan Portland area.

Metro owns the Metro South Station located at 2001 Washington St. in Oregon City, Oregon, and contracts its operation. The facility includes a push pit where both public and commercial waste is dumped.

On January 1, 1990, Metro began transporting waste from the Metro South Station to the Gilliam Co. Landfill, a distance of approximately 150 miles. To achieve maximum payloads and be more cost-effective, waste to be landfilled is first compacted at the transfer station and then loaded into transport vehicles for shipment to Gilliam Co., Oregon.

Metro is currently modifying the facility to accommodate both the compaction system solicited herein, as well as relocation of the facility's current Amfab Transpak 500 compaction system.

Detailed drawings of these modifications are available as part of this RFP.

SCOPE OF WORK

1.0 GENERAL. Metro is seeking proposals from qualified firms to perform the following services and to deliver the products described. The work consists of the design, manufacture, installation, shakedown, and warranty for a compaction system for the Metro South Station. The system will be located at the Northeast end of the pit floor, and be compatible with the proposed design (see drawings for more detail), proposed method of operation (i.e. a pit-type operation with conveyor loading system) and current mode of waste transport. The work included under this RFP is seen by Metro as occurring in the following parts.

1.1 Technical Specifications. Contractor will be responsible for the design and manufacture of the compaction system. The system shall consist of a programmable compactor, an associated loading hopper system to receive waste from a conveyor that bridges the two compactor loading chambers, trailer securing device and a system to transmit the weight and corresponding length of a load to a computer located in the compactor control room. The compaction system shall meet or exceed the following specifications:

- A. Capable of being loaded by a conveyor which will be located at the Northeast end of the current pit, as well as direct loading by the CAT/loader in the event of conveyor failure;
- B. Compact and load into transfer vehicles 100 tons per hour (1200 tons per day in a 12 hour period);
- C. Achieve a road legal average payload of 30 tons, and a maximum payload of 32 tons in the transfer vehicles, without damaging the transfer vehicles;
- D. Produce a load (of either one or more bales) which is compatible with designated transport equipment (see drawing in appendix), and place it inside the transfer vehicle such that no compaction (such as sidewall/ceiling or front and rear wall damage) will occur within trailers, and such that overloading will not occur. Contractor will be responsible for costs incurred due to improper loading or overloading and damage until final acceptance by Metro;
- E. Ability to extrude the load any distance in the range of zero to seven feet into the trailer.

- F. Payloads shall be achieved using waste received at the facility and the transfer vehicles currently under contract with Metro. Proposers are responsible for determining the pertinent waste and transfer vehicle characteristics (additional information is provided in the Appendix);
- G. Compactor should have the ability to automatically compact waste to maximum payloads (at least 30 tons) through a programmable series of compaction and clear strokes which occur as waste is loaded into the system, as well as determining/displaying and executing the optimum extrusion distance into the trailer. When in the automatic mode, optimum extrusion distance should be the limit during extrusion. The automatic pattern should be programmable (i.e. capable of achieving maximum payloads by varying densities within a load in combination with extrusion distance through software modifications).

Proposers shall include in their proposals a per hour cost for reprogramming of the automatic pattern after successful completion of acceptance testing. Contractor is responsible for programming costs necessary to complete acceptance testing, and shall include such costs in the total proposal costs.

In addition, the compactor should have the ability to vary the compaction/clear stroke pattern and pressure of compaction strokes in the manual mode from the 3 control points described in item H. Extrusion distance should be able to be varied from control room and dozer ramp control points, with extrusion displays which monitor distance during extrusion.

- H. Capable of operation by the CAT operator in the pit as well as by an operator located in the compactor control room, with an additional control panel located under the dozer ramp indicated on the drawings.
- I. Provide visual display of length and weight of bale during compaction at all three control points. A display board(s) visible to the CAT operator is required as one of the three visual displays. Transmission of weight and length data to computer system located in control room. Weight data should include separate information for front and rear load cells, as well as

transmission of a total net weight for each load. If multiple bales are produced, individual bale information must be transmitted as above, as well as a total net weight for the combined bales.

Metro will provide an IBM compatible PC and software for conversion of the data for manifesting and data storage purposes (software/hardware specifications are contained in the Appendix).

- J. Front and rear load cells which produce weights certifiable by the State of Oregon as legal for trade (level of accuracy plus or minus 0.1%) and NTEP approved.
- K. A hydraulic hitch which connects directly from the compactor to the transfer vehicle, capable of operation from the control panel located under the dozer ramp. The hitch shall be secured directly to the compactor, and be compatible with the transfer vehicle.
- L. Accept the wide variety of material contained in the waste stream delivered to the facility, while minimizing jamming or breakdown. Proposer should indicate materials requiring special treatment.
- M. Minimize dust, odor, litter/spillage through the loading design;
- N. Conform with all applicable federal, state and local laws.
- O. Capable of being installed and operated as per the above specifications, in the space and in the general configuration as shown in the drawings.

2.0 Installation. Contractor is responsible for the installation of the system and all associated costs. Contractor shall obtain from Metro a Notice to Proceed prior to installation of the system. Contractor shall not be entitled to any reimbursement for standby costs incurred between the completion of manufacture and Metro's issuance of the Notice to Proceed with installation. The installation must be accomplished to minimize disruptions to the facility operations. Ideally the installation should be accomplished during a weekend. Installation shall not exceed 5 calendar days. Installation is complete once the system has successfully prepared at least one load. Contractor is responsible for obtaining necessary permits/regulatory approvals, and for specifying interface

requirements with Metro or Metro Contractor's such as the manifest system contractor.

Installation must be completed within 120 calendar days after signing of a contract. Metro reserves the right to withhold payments (as well as other remedies as determined in the final contract) for failure to complete the work in a timely manner. Metro reserves the right to extend the time limits stated above, and will do so if Metro determines such an extension is in Metro's best interest and/or an extension is required due to a delay caused by Metro.

- 3.0 Shakedown. After installation, the Contractor shall conduct a shakedown of the system. Shakedown procedures shall be presented to Metro for approval, prior to the start of shakedown. Shakedown procedures shall include, but not be limited to, scheduling and testing procedures for interfacing with the onsite computer manifesting and data storage procedures. The shakedown period is the Contractor's opportunity to test the system and correct any deficiencies found, prior to performance of the acceptance test. The Contractor shall be responsible for operation of the system during this period, and shall minimize interference in the daily operations. The transfer station operator will be responsible for loading waste into the system under the Contractor's direction with approval from Metro. The transport contractor will be responsible for providing transport vehicles for receiving loads under the Contractor's direction with approval from Metro. Contractor shall pay for any extraordinary costs incurred by the transfer station operator or transport contractor incurred due to the shakedown period. Contractor shall be responsible for all maintenance and repairs during this period.

4.0 Acceptance Testing

Contractor shall indicate in writing to Metro that the shakedown is complete and that the system is ready for acceptance testing. All permanent system components must be in place before requesting the acceptance test, including successful shakedown of the computerized manifesting/data retrieval system. Any exceptions to this requirement are contingent upon the prior approval of Metro. Metro shall conduct the acceptance test of the system to determine whether it meets the specifications contained herein. Contractor shall be responsible for providing the equipment operators for the test, with the exception of the CAT/loader operator and shuttle drivers. It is the responsibility of the Contractor to provide adequate training to the CAT/loader operator and shuttle drivers. Metro reserves the right to determine the specific date and time of the test in order to ensure sufficient waste, equipment and personnel.

Specifically, the test parameters for acceptance are as follows:

- A. Compact and load into transfer vehicles an average of 100 tons per hour over a continuous 6 hour period. Metro shall ensure that a transfer trailer is in position to receive a load once ready for extrusion. Any delay in the provision of a trailer shall act as an extension of the six hour time period.
- B. The average payload during this period shall be 30 tons.
- C. Overloads shall not be counted for either item A or B, nor will an extension of time be granted to compensate for overloads. Both A and B shall be determined at the onsite scale.
- D. The bail must maintain its integrity and not abrade or bulge against the sides or the top of the trailer during or after extrusion into the trailer, without excessive sloughing out the rear of the trailer. Compliance with this standard will be determined by a visual inspection by the onsite Metro representative.
- E. Achieve the parameters in items A through D while producing road legal weights for the transfer vehicle.
- F. Metro shall conduct a visual inspection of the system prior to, and at the conclusion of the testing with the Contractor, noting any obvious leaks, equipment failure/damage or abnormal wear and tear, as determined at the sole discretion of Metro. Contractor shall repair such leaks, damage or wear as a precondition to both the acceptance test and final payment if test parameters in items A through E are successfully accomplished. If Metro concludes that such leaks, equipment failure/damage or wear are of a reoccurring nature, Metro, in its sole discretion, may declare that the system has failed the acceptance test.

In the event that Metro declares that the equipment has failed to pass the acceptance test, Contractor shall remove the compaction system within 7 calendar days of notification of such failure, and refund to Metro all payments made to date, less reasonable costs for installation and removal, and facility modification costs if applicable. Only these costs (installation/removal/modification) shall qualify for purposes of payments by Metro to Contractor under Article V

of the Contract. Metro reserves the right to allow the Contractor to retake the acceptance test at a later date, or to waive any minor irregularity which occurs during the test. Metro will not unreasonably deny the Contractor's request for a second acceptance test. Metro also reserves the right, in its sole discretion, to exercise the remedies set forth in Article 13 of the Contract.

- 5.0 Demonstrated reliability. The proposer shall describe the reliability of the compaction method proposed. To establish reliability, the proposer shall indicate the number of hours of operation and downtime. The quantity of waste being received at the reference site should be comparable to the situation at the Metro South Station (approximately 250,000 tons per year). Proposers should supply a contact name, phone number and address for each reference site. Metro will verify the information submitted, and evaluate this criteria as it relates to the technical specifications contained herein.
- 6.0 General Warranty. Proposers shall propose a warranty for all major components, and a general warranty for the system. Proposers shall list those parts which cannot be obtained within 8 hours and shall propose inventory costs for these items. Evaluation of the proposed warranty will be based on consideration of the following factors, and/or additional factors proposed:
- warranty of nonconsumables vs consumables (wear items)
 - length
 - parts and/or labor
 - onsite response time/shipment requirements
 - Contractor manufactured parts vs third party
 - provision of maintenance as part of the warranty
 - assessment of liquidated damages/partial refund for failure to achieve maximum payloads and/or delay of transfer station and transport contractors due to equipment malfunction
 - compliance with warranty conditions of Article X of the Contract
- 7.0 Long-term Liability Risk Assessment. Metro specified a single bale system in the Waste Transport Services Contract. Nevertheless, multiple bale systems may be proposed in response to this RFP. Metro will, however, evaluate the long-term liability risk exposure, with regard to trailer damage, of all proposed systems. The analysis shall assess the potential liability to Metro in relation to any measures (such as indemnification, insurance, etc.) proposed by the vendor to mitigate such risk.
- 8.0 Operational Compatibility. Metro will relocate its existing compaction system and construct a space for the compaction

system acquired through this RFP. Metro will evaluate the proposed system for compatibility with facility operations and the existing compaction system. Proposers should describe the operational compatibility of their proposed system (i.e. similar loading, compaction and extrusion procedures and controls in relation to the existing compaction system).

- 9.0 Maintenance. Contractor shall be responsible for all maintenance and repair costs to the system prior to acceptance by Metro. Proposers shall describe routine, periodic, and annual maintenance requirements for the system in number of hours per year, as well as associated costs for each level of service if provided by Proposer. Contractor shall supply a schedule for maintenance. Contractor shall provide 5 sets of maintenance manuals. Contractor shall thoroughly train transfer station personnel in routine and periodic maintenance procedures to the satisfaction of Metro.

Proposer shall propose an emergency service agreement for a two (2) hour response time, 24 hours a day, 7 days a week. Metro shall decide which level of service agreement (if any) to purchase from the successful Proposer, based on the information submitted.

- 10.0 Training, Manuals, Drawings. Contractor shall provide training to the transfer station operator in the operation and maintenance of the system and general training to Metro personnel prior to final payment, including 5 sets of training and maintenance manuals. Contractor shall provide two (2) sets of as-built drawings of the equipment in sufficient detail to identify all components of the system.

- 11.0 Bonds/Insurance. Contractor shall provide Performance and Labor and Materials Bonds on the enclosed forms, or substitutes acceptable to Metro, in amounts equal to 100% of the contract amount. Said bonds shall be submitted with an executed Contract and have a term of one year. Before commencing the work, Contractor shall provide certificates of insurance as described in Article VII of the Contract.

PROPOSAL FORMAT

To facilitate evaluation of proposals, Metro requires that all responding proposers adhere to the format below.

Six copies of each submittal shall include:

1. Transmittal letter. Include one or more paragraphs which summarize the approach and methods to be used. Indicate that the proposal will be valid for 90 days. State the ability of the proposer to complete the

project within the budget and to comply with the deadlines.

2. Detailed description of methods (work plan) to accomplish each task of the Scope of Work. The work plan shall also include (but not be limited to):
 - A. Description of equipment and service to be provided in each task
 - B. Schedule showing date of installation or provision of equipment or service for each task
 - C. Description of subcontractors roles by task
3. The following cost information:
 - A. Total project cost
 - B. Subcontracting cost
 - C. Costs for each level of service described in Item #8 of the Scope of Work
 - D. A separate maximum total cost for building permits and any other required regulatory approvals.
 - E. A per hour programming cost for the automatic compaction pattern (Metro may include up to \$5,000 in the final contract for this service provided after final acceptance of the system)
 - F. Metro reserves the right to require additional, detailed cost information.
4. Project team's and firm's experience.
 - A. Staffing/Project Manager Designation -- Identify specific personnel assigned to major project tasks, their experience in similar projects, their roles in relation to the work required, and percent of their time on the project. Also identify subcontractor roles.
 - B. Statement of firm's experience with similar projects.
5. Describe in detail how information will be transmitted to computer system and control panels. Provide separate costs for transmission system and control panels.

6. Completely filled out Disadvantaged Business Program Compliance Form and Disadvantaged/Women-Owned Business Enterprise Utilization Forms.
7. Statement of insurance coverage which includes summary of coverage, coverage limit, and deductibles for business automobile, and workers compensation insurance.
8. Description of proposed warranty and long term risk exposure indemnity.
9. Exceptions and comments, if any. Firms wishing to take exception to, or comment on, any specific part of this RFP shall document their concerns in this part of their proposal. Exceptions or comments should be succinct, thorough and organized; should reference the specific part in question and propose alternative language.

Selection Process

An evaluation committee will:

- Review the proposals submitted by organizations
- Conduct an interview with each organization which submits a proposal
- Rank the proposals for recommendation to the Executive Officer according to the criteria below.

Proposal Evaluation Criteria

- Compliance with Technical Specifications (noncompliance will result in rejection of the proposal)
- Operational Reliability 20%
- Warranty 20%
- Compatibility with existing Metro South Station configuration and equipment 15%
- Project team experience 5%
- Cost 20%
- Long-term Liability Risk Assessment 20%

- Compliance with Disadvantaged Business Program (noncompliance will result in rejection of the proposal)

GENERAL PROPOSAL/CONTRACT CONDITIONS

1. Limitations 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 accept or reject, to negotiate with all qualified sources, or to cancel all or part of this RFP. Metro also reserves the right to terminate negotiations with any sources if it is determined inadequate progress is being made.
2. Contract type -- Metro intends to award a labor and materials contract with the selected firm for this project. A copy of the contract which the successful proposer will be required to execute is attached. The final shall incorporate this RFP by reference.
3. 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. Payments will be made to the successful Contractor on the following basis:
 - 30% upon contract signing
 - 20% upon certification the compactor is ready for delivery
 - 25% upon completion of installation
 - 25% upon acceptance by MetroPayments made prior to final acceptance shall not be interpreted as an acceptance by Metro of any part of the work. Contractor shall be required to refund any amount deemed appropriate by Metro paid prior to final acceptance.
4. 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 the Proposer during the period in which Metro is evaluating the proposal.
5. If requested by the Proposer, information submitted in the Proposal may be treated as confidential, as permitted under Oregon Public Records laws (ORS Chapter 192). If you wish to have information in your proposal treated as confidential, please so indicate in the

Transmittal Letter of your proposal. Please specify the portions of your proposal which you believe should not be subject to public disclosure and the reasons these portions should be exempt from disclosure.

OTHER INFORMATION

The following information is attached or available under separate cover:

- Metro Labor and Materials Agreement
- Metro Disadvantaged Business Program
- Metro Disadvantaged Business Program Compliance Form
- Metro Disadvantaged Business Utilization Form
- Metro Women's Business Utilization Form
- Performance and Labor & Materials Bond Forms
- Drawing of Transporter's vehicle configuration.
- Waste Characterization Study section of the "Solid Waste Management Plan Inventory"
- Drawings labelled "Metro South Station Modifications"
- Software/Hardware specifications for Manifest System

PROJECT MANAGER AND CONTACT

Chuck Geyer, Senior Analyst
Metropolitan Service District
2000 S. W. First Avenue
Portland, Oregon 97201
(503) 221-1646
(503) 241-7417 (FAX)

APPENDICES
Consisting of:

- Metro Labor and Materials Agreement
- Metro Disadvantaged Business Program
- Metro Disadvantaged Business Program Compliance Form
- Metro Disadvantaged Business Utilization Form
- Metro Women's Business Utilization Form
- Performance and Labor & Materials Bond Forms
- Drawing of Transporter's vehicle configuration.
- Waste Characterization Study section of the "Solid Waste Management Plan Inventory"
- Drawings labelled "Metro South Station Modifications"
- Software/Hardware specifications for Manifest System

**Metro Labor and Materials Agreement
(Public Contract)**

Contract No. _____

PUBLIC CONTRACT

THIS CONTRACT dated this _____ day of _____, 1990, is entered into between the METROPOLITAN SERVICE DISTRICT, a municipal corporation, whose address is 2000 S.W. First Avenue, Portland, Oregon 97201-5398, hereinafter referred to as "METRO," and _____, whose address is _____, hereinafter referred to as the "CONTRACTOR."

BOTH 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 a period commencing _____ through and including _____.

ARTICLE III

CONTRACT SUM AND TERMS OF PAYMENT

METRO shall compensate the CONTRACTOR for work performed and/or goods supplied as described in Attachment "A." METRO shall not be responsible for payment of any materials, expenses or costs other than those which are specifically included in Attachment "A," or additional work authorized pursuant to Article VI, CHANGES.

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 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. Nothing in this Contract shall create any contractual relationship between any subcontractor and METRO.

ARTICLE V

TERMINATION

METRO may terminate this Contract upon giving CONTRACTOR fourteen (14) days written notice. In the event of termination, CONTRACTOR shall be entitled to payment for all actual and reasonable costs for work performed to the date of termination including direct labor (direct labor cost reimbursement shall be limited to a rate of \$35.00/hr. for skilled labor, \$50.00/hr. for engineering, and \$27.50/hr for drafting services), materials and expenses, plus fifteen (15) percent. A claim shall be presented by the CONTRACTOR within fifteen (15) days of the date of termination, and shall include all documentation to justify the claimed costs. Subject to its right to withhold payments pursuant to Article XIII, METRO shall make payment to CONTRACTOR within thirty (30) days from receipt of such claim, provided that all costs are justified and verified. METRO shall not be liable for indirect or consequential damages resulting from termination of the Contract. Termination by METRO shall not waive any claim or remedies it may have against the CONTRACTOR.

ARTICLE VI

CHANGES

A. METRO Change Orders. METRO may, at any time, without notice to the CONTRACTOR'S surety, by written order designated or indicated to be a change order, make any change in the work within the general scope of the Contract

B. Payment or Credit for Additional Work. All requests for payment for additional work shall be made only under the conditions and procedures set forth in this Article. For purposes of this Article, the term "additional work" means work which is in addition to the work required to be performed under the original Contract or any amendments thereof, but does not include any work required to comply with any changes in law, statutes, rules, regulations, ordinances, permit(s) or permit conditions.

C. Request for Proposal for Additional Work.

1. In the event METRO issues a written change order requesting additional work, it shall

also send the CONTRACTOR a Request for Proposal (RFP). Within fourteen (14) calendar days after receipt of an RFP for additional work from METRO, the CONTRACTOR shall submit to METRO an itemized proposal stating the actual and reasonable costs to the CONTRACTOR for performing such additional work, a schedule for performing such work, and the effect, if any, on the CONTRACTOR'S performance of the existing Contract work by reason of the additional work. The CONTRACTOR'S proposal shall be based on the least costly method for performing the additional work in accordance with all provisions of the Contract. The parties hereby agree that the profit margin on all work performed pursuant to this section of Article VI shall be deemed to be ten percent (10%) of the actual cost of performing the work.

2. No request for proposals by METRO shall be construed as authorization for the CONTRACTOR to perform the additional work covered by such RFP. To obtain authorization to perform any additional work, the CONTRACTOR must be notified in writing by METRO that the CONTRACTOR is ordered to proceed with the relevant additional work. In any such written notification METRO shall indicate whether it accepts or rejects the CONTRACTOR'S proposal. If Metro rejects the CONTRACTOR'S proposal but orders the additional work to be performed, the CONTRACTOR shall perform the additional work as force account work as provided in Section D of this Article. If Metro does not order the CONTRACTOR to perform the relevant work, the CONTRACTOR shall not be entitled to any reimbursement for the work in the CONTRACTOR'S proposal or the costs of developing the proposal.

D. Force Account Work. If the amount of payment cannot be agreed upon prior to the beginning of the work, Metro may issue a written Notice to Proceed pursuant to Section C of this Article directing that the work be done on a force account basis. If this occurs, the CONTRACTOR shall furnish labor, equipment, and materials necessary to complete the work in a satisfactory manner and within a reasonable period of time. For the work performed, payment will be made for the documented actual cost of the following:

1. Labor, including forepersons who are directly assigned to the force account work (actual payroll cost, including wages, customary fringe benefits, labor insurance, and labor taxes as established by law). No other fixed labor burdens will be considered, unless approved in writing by METRO in advance of performance of the force account work.
2. Material delivered and used on the designated work, including sales tax, if paid for by the CONTRACTOR or its subcontractor.
3. Rental, or equivalent rental cost of equipment, including necessary transportation for items having a value in excess of \$100.
4. Additional bonds, as required and approved by METRO.
5. Additional insurance (other than labor insurance, as required and approved by METRO).

To the costs above there shall be added a fixed fee of ten percent (10%) of the cost of Items 1, 2, and 3 and a fixed fee of five percent (5%) to the cost of Items 4 and 5. An additional fixed fee of ten percent (10%) shall be allowed the CONTRACTOR for the administrative handling of portions of the work that are required to be performed by an approved subcontractor. No additional fixed fee will be allowed for the administrative handling of work performed by a subcontractor of a subcontractor. The added fixed fees shall be considered to be full compensation, covering the cost of general supervision, overhead, profit, and any other general expense. For equipment under Item 3 above, rental or equivalent rental cost will be allowed for only those days or hours during which the equipment is in actual use. Rental and transportation allowances shall not exceed the current rental rates prevailing in the locality. The rentals allowed for equipment will, in all cases, be understood to cover all fuel, supplies, repairs, and renewals, and no further allowances will be made for those items.

E. METRO Furnished Materials and Equipment. METRO reserves the right to furnish such materials and equipment as it deems expedient for work undertaken pursuant to this Article, and the CONTRACTOR shall have no claims for profit or added fees on the cost of such materials and equipment.

F. CONTRACTOR Records.

1. The CONTRACTOR shall maintain its records in such a manner as to provide a clear distinction between the direct costs of work paid for on a force account basis and the costs of other operations. The CONTRACTOR shall furnish METRO with report sheets in duplicate of each day's force account work no later than the working day following the performance of said work. The daily report sheets shall itemize the materials used, and shall cover the direct cost of labor and the charges for equipment rental, whether furnished by the CONTRACTOR, sub-contractor, or other forces. The daily report sheets shall provide names or identifications and classifications of workers, the hourly rate of pay and hours worked, and also the size, type and identification number of equipment and hours operated.
2. Material charges shall be substantiated by valid copies of vendors' invoices. Such invoices shall be submitted with the daily report sheets, or, if not available, they shall be submitted with subsequent daily report sheets. Said daily report sheets shall be signed by the CONTRACTOR or its authorized agent.
3. To receive partial payments and final payment for force account work, the CONTRACTOR shall submit in a manner approved by METRO, detailed and completed documented verification of the CONTRACTOR'S and any of its subcontractors' actual current costs involved in the force account work pursuant to the issuance of an approved Change Order. Such costs shall be submitted within thirty (30) days after said work has been performed.
4. No payment will be made for work billed and submitted to METRO after the 30-day period has expired. No extra or additional work shall be performed by the CONTRACTOR, except in an emergency endangering life or property, unless in pursuance of a written Change Order and Notice to Proceed as described in this Article.

G. Deductions from Payments for Deleted Work. All deductions from payment for deleted work shall be made under the conditions and procedures of this Article. For purposes of this Article, the term "deleted work" means work which is deleted from the work required to be performed under the original Contract, but does not include any work which need not be performed due to any changes in law, statutes, rules, regulations, ordinances, permit(s), permit conditions, or regulatory policies.

H. Request for Proposal for Deleted Work.

1. In the event METRO issues a written change order deleting work, it shall also send the CONTRACTOR a Request for Proposal (RFP). Within fourteen (14) calendar days after receipt of an RFP for deleted work, the CONTRACTOR shall submit an itemized proposal stating the actual and reasonable costs which would be avoided by deleting work called for in the Contract, a schedule for deleting the relevant work, and the effect, if any, on the CONTRACTOR'S performance of the remaining Contract work by reason of the deleted work. The CONTRACTOR'S proposal shall be based on all current and future avoided costs to the CONTRACTOR for deleting the work and any profit margins or markups which the CONTRACTOR'S proposal includes for such work.
2. No Request for Proposals by METRO shall be construed as authorization for the CONTRACTOR to delete the work covered by an RFP for deleted work. The CONTRACTOR shall not delete any work unless and until an order from METRO authorizing such deletion is served upon the CONTRACTOR. In any such written notification METRO shall indicate whether it accepts or rejects the CONTRACTOR'S proposal.
3. If METRO rejects the CONTRACTOR'S proposal but orders the work to be deleted, the CONTRACTOR shall delete the work. METRO may make all appropriate deductions from payments, according to the formula below, if METRO has ordered the CONTRACTOR to delete work, regardless of whether the CONTRACTOR has complied with such order.

I. Amount of Deductions for Deleted Work. The amount of any deductions from payments for deleted work shall be equal to all current and future avoided costs resulting from the

deleted work plus any profit margin or markups which the CONTRACTOR'S proposal includes for such work. If the latter profit margin or markup figures are unavailable, the parties hereby agree that the CONTRACTOR'S profit margin on all work shall be deemed to be ten percent (10%) of the actual cost of performing the work. The CONTRACTOR shall submit complete records of materials and labor usage to METRO for review.

ARTICLE VII

INSURANCE

CONTRACTOR shall maintain such insurance as will protect CONTRACTOR from claims under Workers' Compensation Acts and other employee benefits acts covering all of CONTRACTOR'S employees engaged in performing the work under this Contract; and from claims for damages due to bodily injury, including death and damages to property, all with coverage limits as specified within this Article. This insurance 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 is expressly and wholly responsible for insuring damage to any equipment during execution of this Contract.

Before commencing work on this Contract, CONTRACTOR shall provide METRO with a copy of the insurance endorsement(s) showing METRO as an additional insured. CONTRACTOR shall also furnish METRO with certificate(s) of insurance specified herein naming METRO as an additional insured and showing the type, amount, class of operations covered, effective dates and date of expiration of policies, and containing substantially the following statements:

A. This/These policy(ies) shall be considered as primary insurance and exclusive of any insurance carried by METRO and the insurance endorsed by this certificate shall be exhausted first, notwithstanding the fact that METRO may have other valid and collectible insurance covering the same risk.

B. This/These policy(ies) shall not be cancelled, reduced in coverage, nor materially altered until after sixty (60) days' written notice of such cancellation, reduction or alteration in coverage shall have been received by METRO.

C. No act on the part of the insured shall affect the coverage afforded to METRO under the insurance covered by this/these certificate(s).

D. This/These policy(ies) consist only of insurance on an occurrence basis, not on a claims made basis.

DESIGNATED INSURANCE REQUIREMENTS

Maintenance of insurance by CONTRACTOR as specified in this Article shall constitute the minimum coverage required.

Designated Insurance Requirements

Limits

- (1) (a) Workers' Compensation covering all employees who are engaged in any work under the Contract (including subcontractors' employees).
- Statutory
(State/Federal)

The Contractor shall require its Workers' Compensation carrier to provide Metro with an endorsement for waiver of subrogation.

- (b) Employers' Liability including bodily injury caused by disease.
Not less than

\$1,000,000

- (2) Comprehensive General Liability, and Protection and Indemnity.

Contractors' Public Liability and Contractual Liability Coverage:

- (i) Bodily injury (inc. death) and Personal Injury

(ii) Broad Form Property Damage and Broad Form Property Damage including Completed Operations, and shall include coverage for Explosion, Collapse and Underground.

- (i and ii coverage)

\$1,000,000 per occurrence/
\$1,000,000 aggregate bodily injury and property damage

- (3) Comprehensive Automobile Liability including Owned, Nonowned and Hired Vehicles:

- (i) Bodily injury (inc. death)

- (ii) Property damage

(i and ii coverage)

\$1,000,000 per
occurrence/aggregate
combined single
limit bodily injury
and property damage

(4) Umbrella Coverage

to achieve a total
coverage of
\$3,000,000 per
occurrence/
\$3,000,000 aggregate

(i) Bodily injury (inc. death)
and Personal Injury

(ii) Broad Form Property Damage
and Broad Form Property
Damage including Completed
Operations, and shall
include coverage for
Explosion, Collapse and
Underground.

(i and ii coverage)

\$1,000,000 per
occurrence/
\$1,000,000 aggregate
bodily injury and
property damage

A. When activities of the CONTRACTOR are to be accomplished within a public or private right-of-way requiring special insurance coverage, the CONTRACTOR shall conform to the particular requirements and provide the required insurance.

The CONTRACTOR shall include in its liability policy all endorsements that the said authority may require for the protection of the authority, its officers, agents, and employees. Insurance coverage for special conditions, when required, shall be provided by the CONTRACTOR at its own expense at no additional cost to METRO.

B. The CONTRACTOR shall maintain the above insurance at all times until completion of the Contract or until the termination date of the Contract, whichever is later.

C. Maintenance of insurance by the CONTRACTOR as specified in this Article shall constitute the minimum coverage required and shall in no way lessen or limit the liability or responsibility of CONTRACTOR under this Contract and the CONTRACTOR may carry, at its own expense, such additional insurance as it deems necessary.

D. METRO shall have the right, at its sole option, to require the CONTRACTOR to place all of the aforementioned insurance coverages through such Master Policy as METRO may obtain if such would reduce the premiums for such coverages. The CONTRACTOR agrees that METRO may deduct from the Contract Sum the amount of the premiums payable on any policy obtained through a Master Policy, or, at METRO'S discretion, pay the same directly to the insurance carrier. The CONTRACTOR further agrees to comply with such regulations as METRO may issue from time to time to improve the administration of the Master Policy.

ARTICLE VIII

PUBLIC CONTRACTS

The provisions set out in Oregon Revised Statutes, Chapters 187 and 279, as amended or superseded, including the latest additions and revisions, and Chapter 2.04 of the Metro Code, are incorporated by reference as part of these Contract Documents.

ARTICLE IX

ATTORNEYS' FEES

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

ARTICLE X

QUALITY OF GOODS

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. 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. CONTRACTOR shall provide warranties as attached hereto as Attachment "B."

ARTICLE XI

OWNERSHIP OF DOCUMENTS

All documents produced by CONTRACTOR pursuant to this agreement are the property of METRO and it is agreed by the parties hereto that such documents are work made for hire. CONTRACTOR does hereby convey, transfer and grant to METRO all rights of reproduction to all such documents.

ARTICLE XII

SUBCONTRACTORS; DISADVANTAGED BUSINESS PROGRAM

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.

CONTRACTOR agrees to make a good faith effort, as that term is defined in METRO'S Disadvantaged Business Program (Section 2.04.160 of the Metro Code) to reach the goals of subcontracting seven (7) percent of that portion of the work that is subcontracted to Disadvantaged Business Enterprise and five (5) percent of that portion of the work that is subcontracted to Women-Owned Business Enterprise. METRO reserves the right, at all times during the period of this agreement, to monitor compliance with the terms of this paragraph and METRO'S Disadvantaged Business Program.

ARTICLE XIII

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. Upon completion of the Scope of Work the Parties shall cause the compaction system to be tested according to the procedures set out in the Scope of Work to determine their conformance to this contract. METRO shall make the payments due CONTRACTOR in association therewith, as contemplated by this contract if the following conditions are met: (i) the compaction system perform substantially as required and (ii) if CONTRACTOR has otherwise performed the work required of in hereunder. If the foregoing conditions are not met, METRO shall at its option either (i) accept and make full payment for the compaction system without waiver of any claims for damages or other remedies it may have against the CONTRACTOR, (ii) accept and make payment based on the percentage of the actual throughput as it relates to the specifications, (iii) immediately notify CONTRACTOR thereof and CONTRACTOR shall promptly cause such conditions to be met, at which time the compaction system shall be retested, or (iv) notify CONTRACTOR that the compaction system is being rejected. If METRO accepts the compaction system pursuant to (i) or (ii),

such acceptance shall not constitute a waiver of METRO'S rights under any warranty provided for in this Contract. In the event METRO rejects the compaction system pursuant to (iv), CONTRACTOR shall remove the compaction system as specified in Item 4 of Attachment "A" -- Scope of Work. Prior to acceptance METRO may make use of the compaction system, and will make the compaction system fully available to CONTRACTOR to perform any necessary remedial work.

ARTICLE XIV

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 provision of federal, state and local safety laws and building codes, including the acquisition of any required permits.

ARTICLE XV

INTEGRATION OF CONTRACT DOCUMENTS

All of the provisions of any Proposal Documents including, but not limited to, the Advertisement for Proposals, General and Special Instructions to Proposers, Proposal, Scope of Work, and Specifications which were utilized in conjunction with the negotiating 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 XVI

PRECEDENCE OF CONTRACT DOCUMENTS

All determination of the precedence of or discrepancy in the Contract Documents shall be made by METRO, but in general, precedence will be in accordance with the following list with the highest precedence item at the top:

1. Specifications and Drawings
2. Signed Public Contract (including Attachments)
3. Requests For Proposals
4. Proposals

Addenda, Clarifications and all Change Orders to the Contract Documents take the same order of precedence as the specific sections that they are amending.

ARTICLE XVII

ASSIGNMENT

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

ARTICLE XVIII

METRO'S REMEDIES IN THE EVENT OF CONTRACTOR INSOLVENCY, DISSOLUTION, BANKRUPTCY OR GENERAL ASSIGNMENT FOR CREDITORS

The parties agree that if the CONTRACTOR becomes insolvent, is dissolved, files for Bankruptcy, is adjudged bankrupt, or makes a general assignment for the benefit of creditors, or if a receiver is appointed for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, such events could impair or frustrate the CONTRACTOR'S performance of this Agreement. Accordingly, it is agreed that upon the occurrence of any such event, METRO shall be entitled to request of the CONTRACTOR or its successor in interest, adequate assurance of future performance in accordance with the terms and conditions hereof. Failure of the CONTRACTOR and Surety to comply with such request within ten (10) calendar days of service upon both the CONTRACTOR and Surety of a written request from METRO for such assurances shall entitle METRO to terminate the CONTRACTOR right to perform Contract pursuant to Article V. METRO shall not be bound to the Contract by an insolvent CONTRACTOR'S trustee or receiver.

_____ METROPOLITAN SERVICE DISTRICT

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____

MML/gl
1018

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 90-1225A FOR THE PURPOSE OF AUTHORIZING AN EXEMPTION TO THE REQUIREMENT OF COMPETITIVE BIDDING, AUTHORIZING ISSUANCE OF A REQUEST FOR PROPOSALS AND EXECUTION OF A CONTRACT FOR THE SECOND COMPACTION SYSTEM AT METRO SOUTH STATION

Date: May 3, 1990

Presented by: Bob Martin
Jim Watkins

FACTUAL BACKGROUND AND ANALYSIS

For the reasons summarized below, the Solid Waste Department wishes to use a request for proposals (RFP) solicitation process to procure a second compaction system for the Metro South Station, and to authorize the Executive Officer to enter in a contract with the highest ranked proposer.

On January 1, 1990, Metro began transporting waste from the Metro South Station to the Oregon Waste Systems' Columbia Ridge Landfill, approximately 150 miles away. To achieve maximum payloads and be more cost-effective, waste to be landfilled is first compacted at the Metro South Station, then loaded into containers and transported to Gilliam County. Compaction is achieved through the use of a compactor, acquired during phase one of the compaction project described in the staff report of April 11, 1989. This compaction system was installed in November of 1989.

Phase two of the compaction project calls for the installation of a second compaction system at the Metro South Station. A second system is required since failure of the existing system would close the facility. The second system will be located at the northeast end of the facility which will be modified to accommodate the system during the Summer of 1990.

During acquisition of the first compaction system, Metro utilized a request for proposal process rather than a bid process due to concern over the reliability of the system. Staff again wishes to utilize the proposal process for acquisition of the second system, based on the fact that systems proposed during phase one varied in both capability and operational experience. The evaluation criteria proposed in the phase two RFP has been changed to increase emphasis on cost and has added criteria to evaluate the compatibility of a compaction system with the proposed modifications and method of transport.

Resolution No. 90-1225A replaces Resolution No. 90-1225 submitted to the Council Solid Waste Committee on March 12, 1990. Resolution No. 90-1225A differs from Resolution No. 90-1225 in that the attached RFP (Exhibit A) has an additional evaluation criterion entitled "Long-term Liability Risk Assessment." This change has been made in response to concerns raised by the transport contractor regarding the potential for increased trailer damage caused by multiple bale system.

The Metro Code requires use of the bid process for the procurement of goods and services, unless an exemption is granted. Resolution No. 90-1225A exempts the procurement of the Metro South Station compaction system from the competitive bidding requirement.

The Resolution also requests authorization for the Executive Officer to enter into a contract with the highest ranked proposer. This request is made for two reasons. First, as stated above, the Metro South Station currently relies on a single compaction system. Any extended failure of this system will result in closure of the facility. Therefore, it is imperative that Metro acquire a backup system as soon as the facility has been modified to receive the system. Secondly, the current demand for compaction systems is likely to increase the lead time for acquisition of the second system. Waiver of the requirement of Council approval of the contract provides the flexibility to coordinate acquisition and installation of the system with facility modifications and provide the lead time desired to ensure multiple proposals. Attachment #1 illustrates the impact of the waiver on the project schedule.

BUDGET IMPACTS

Adequate funds exist in the FY 1989-90 budget for initial payments. \$700,000 will be budgeted in FY 1990-91.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends adoption of Resolution 90-1225A which authorizes the issuance of an RFP for solicitation of a compaction system at the Metro South Station, and execution of the resulting contract.

Attachment #1

**SECOND COMPACTOR ACQUISITION SCHEDULE
for Metro South Station**

<u>Task</u>	<u>Date</u>
1. CSWC approval to release RFP	May 14, 1990
2. Council approval to release RFP	May 24, 1990
3. Release second compact RFP	May 25, 1990
4. Proposals received	June 15, 1990
5. Evaluation Complete	June 22, 1990
6. Negotiate final contract/award	June 29, 1990
7. Compactor fabrication completed	October 27, 1990
8. Begin installation at Metro South'	October 29, 1990

Changes to the above schedule if Council approval is required

6. Negotiate contract/recommend award	June 29, 1990
7. CSWC recommends final contract award	July 17, 1990
8. Council awards compactor contract	July 26, 1990
9. Compactor fabrication completed	November 23, 1990
10. Begin installation at Metro South	November 26, 1990

'The current construction schedule for modifications project's completion of compactor bay during the first half of September.

SOLID WASTE COMMITTEE REPORT

RESOLUTION NO. 90-1225, FOR THE PURPOSE OF AUTHORIZING AN EXEMPTION TO THE REQUIREMENT OF COMPETITIVE BIDDING, AUTHORIZING ISSUANCE OF A REQUEST FOR PROPOSALS, AND EXECUTION OF A CONTRACT FOR A SECOND COMPACTION SYSTEM AT METRO SOUTH STATION

Date: March 13, 1990

Presented by: Councilor
Gary Hansen

Committee Recommendation: The Solid Waste Committee voted unanimously to recommend Council adoption of Resolution No. 90-1225. Voting: Councilors Hansen, Bauer, Buchanan, DeJardin and Wyers. This action was taken March 12, 1990.

Committee Discussion/Issues: The Solid Waste staff stated that a request for proposal process was used for acquisition of the first compactor system at Metro South Transfer Station and that the proposal process is recommended for the second compaction system. The evaluation criteria proposed for the second system has been revised to increase emphasis on cost and a criteria has been added to evaluate the compatibility of a compaction system with the proposed station modifications and the method of waste transport .

The resolution requests authorization for the Executive Officer to enter into a contract with the highest ranked proposer. The station currently relies on a single compaction system. Any extended failure of this system will result in closure of the facility. It is prudent to have a backup system as soon as possible.

The Solid Waste Committee asked if the expected costs of the second compactor were similar to the existing unit. Staff indicated that the costs should be similar.

The Committee requested that the Solid Waste staff bring back before the Committee any major addendums to the RFP.

There were no further questions or issues.

GH:RB:pa

A:\RB.158

INTERGOVERNMENTAL COOPERATIVE AGREEMENT

This contract is between the State of Oregon acting by and through its Department of Environmental Quality hereafter called Department, and The Metropolitan Service District hereafter called Contractor.

1. Statement of Work

- a. Contractor agrees to accomplish the following work under this contract:

The statement of work is contained in Exhibit A attached hereto and by this reference made a part hereof.

- b. Contractor agrees to the following delivery schedule for the work mentioned in (1)(a):

Begin: Upon effective date of Agreement

Partial: Task I: June 1, 1990 (or 90 days after effective date of Agreement, whichever is later)
Task II: Outline of audio study: April 15, 1990
Outline of slide show: May 15, 1990
Slide show complete: July 1, 1990
Task III: a & b: Seminars to be completed by August 1, 1990

End: December 1, 1990 .

2. Consideration

- a. Department agrees to pay Contractor not to exceed the sum of \$14,838 for accomplishment of the work (if one demonstration project is pursued in Task IIIc), or \$17,523 (if two demonstration projects are pursued in Task IIIc).

The budget for this agreement is contained in Exhibit B attached hereto and by this reference made a part hereof.

- b. Interim payments shall be made to Contractor. Interim payments that are included as part of this contract shall be made according to the following schedule:

At completion of Tasks I, II (July 1, 1990), and IIIb.

- c. Final payment will be made after final acceptance of all work.
- d. All requests for payment must include a breakdown of expenditures by budget category (per Exhibit B) and by any required reports as per section I, Statement of Work.

3. Travel

Travel expenses based upon appropriate state rates shall be reimbursed to the Contractor by the Department and are included in the amount of consideration listed in 3 above. Travel expenses are estimated in the amount of \$150. (Travel expense rates should not exceed state rates.)

4. Publicity

Any publicity or advertising regarding the work performed under this agreement must be approved by the Project Officer and must acknowledge the support of the Department.

5. Subcontracts

Contractor shall not enter into any subcontracts for any of the work scheduled under this contract without obtaining prior written approval from the Department. The Department approves a subcontract between Contractor and TAK Associates, Engineering Consultants, to provide the work outlined in the Statement of Work.

6. Dual Payment

Contractor shall not be compensated for work performed under this contract from any other Department of the State of Oregon.

7. Funds Available and Authorized

Department certifies at the time the contract is written that sufficient funds are available and authorized for expenditure to finance costs of this contract within the Department's current appropriation or limitation.

8. Amendments

The terms of this agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by the parties.

9. Termination

This contract may be terminated by mutual consent of both parties, or by either party upon 30 days notice, in writing and delivered by certified mail or in person.

The Department may terminate this contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the Department, under any of the following conditions:

- a. If Department funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The contract may be modified to accommodate a reduction in funds.
- b. If federal or state laws, rules, regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
- c. If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this contract is for any reason denied, revoked, or not renewed.

Any such termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

The Department by written notice of default (including breach of contract) to the Contractor may terminate the whole or any part of this agreement:

- a. If the Contractor fails to provide services called for by this contract within the time specified herein or any extension thereof; or

- b. If the Contractor fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from the Department, fails to correct such failures within 10 days or such longer period as the Department may authorize.

The rights and remedies of the Department provided in the above clause related to defaults (including breach of contract) by the Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

10. Captions

The captions or headings in this agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this agreement.

11. Access to Records

The Department, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcripts.

12. State Workers' Compensation Act

The contractor, its subcontractors, if any, and all employers working under this Contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

13. State Tort Claims Act

Contractor is not an officer, employe, or agent of the State as those terms are used in ORS 30.265.

14. Execution and Counterparts

This agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

15. Compliance with Applicable Law

The Contractor shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this agreement.

16. Compliance Covenant

Contractor, on behalf of itself and any subcontractor, covenants and agrees not to attempt to infringe upon, or infringe upon any patent, trademark or copyright of any third party while performing work under this agreement. Contractor, on behalf of itself and any subcontractor covenants and agrees to obtain such licenses and authorization which may be necessary and appropriate to prevent any infringement upon or potential infringement upon any patent, trademark and copyright of any third party.

17. Indemnity

- a. The Contractor shall defend, save, and hold harmless the State of Oregon and the Department, the Environmental Quality Commission, its officers, agents, employees, and members, from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of the Contractor or his/her subcontractors, agents, or employees under this agreement, including but not limited to any loss, damage, expense or liability resulting from any infringement or claim of infringement of any patent, trademark or copyright.
- b. Contractor will provide certificates of insurance evidencing Contractor's existing insurance coverage for the benefit of the State and the Department.

18. Ownership of Work Product

All work products of the Contractor which result from tasks under this contract which are entirely paid for by the Department are the exclusive property of the Department. All work products of the Contractor which result from these tasks under this contract which are jointly paid for by the Department and by Contractor shall be the joint property of the Department and the Contractor.

All work products shall state that the work was partially funded by the Oregon Department of Environmental Quality, but the DEQ does not necessarily agree with the conclusions or recommendations of the materials, nor does it make any warrantee express or implied, or assume any legal liability

or responsibility for the accuracy of the information; or represent that its use would not infringe privately held rights.

19. Nondiscrimination

Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.

20. Successors in Interest

The provisions of this agreement shall be binding upon and shall insure to the benefit of the parties hereto, and their respective successors and assigns.

21. Force Majeure

Contractor shall not be held responsible for delay or default caused by fire, riot, acts of God and war which was beyond the Contractor's reasonable control.

22. Severability

If any provision of this agreement shall be held invalid or unenforceable by any court or competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

23. Waiver

The failure of the State to enforce any provision of this contract shall not constitute a waiver by the State of that or any other provision.

24. Merger Clause

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN

THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. CONTRACTOR, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

25. Department Data

Department of Environmental Quality
811 S.W. Sixth Avenue
Portland, OR 97204-1390

Project Officer: Deanna Mueller-Crispin

Phone: 229-5808

26. Contractor Data

Metropolitan Service District
NAME

2000 SW First Avenue, Portland, OR 97201-5398
ADDRESS

221-1646
PHONE

SOCIAL SECURITY NO. (Individual only) _____

CONTRACTOR CODE Y9995 _____

CONTRACTOR'S FEDERAL I.D. NO. 093-0636-311

CONTRACTOR'S STATE I.D. NO. 192062631141

27. Signatures

CONTRACTOR

By _____

Title _____

Date _____

STATE OF OREGON by and through its DEPARTMENT OF ENVIRONMENTAL QUALITY

By _____
Division Administrator

Date _____

By _____
(Director or Delegate)

Date _____

Stat. Auth.: ORS Ch. 184, 279, 291, and ORS 656.017
Hist.: BMD 2-1982, f. 6-23-82, ef. 7-1-82

**METRO SOUTH STATION COMPACTION SYSTEM
REQUEST FOR PROPOSAL**

March 1990

**METRO SOUTH STATION COMPACTION SYSTEM
REQUEST FOR PROPOSAL**

The Solid Waste Department of the Metropolitan Service District is requesting proposals for design, manufacture, installation and warranty of a compaction system at the Metro South Station. Proposals will be due at 4:00 p.m. PST, Friday, April 20, 1990 in Metro's Solid Waste Department, 3rd floor, 2000 S. W. First Avenue, Portland, OR 97201 to the attention of Chuck Geyer. Proposals will not be considered if received after this time. Details concerning the project are contained in this document.

This Request For Proposals (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 will not be considered by Metro in evaluating the proposal. All questions or comments relating to the RFP, or the project must be submitted in writing to Chuck Geyer at the address above. Any questions which in the opinion of Metro warrant a written reply or RFP amendment will be furnished to all parties receiving a copy of this RFP. Metro will not respond to questions received after 5:00 p.m., PST, April 4, 1990.

Proposals must identify a single person as project manager to work with Metro. The successful Contractor must assure responsibility for any subcontractor work and shall be responsible for the day-to-day direction and internal management of the project. The prime contractor shall have, or be capable of obtaining insurance in the amount and of the type as specified herein. Metro shall be named as an additional insured.

The successful Proposer shall execute and deliver to Metro a Performance Bond and a Labor and Materials Bond, on a form acceptable to Metro. The Performance and Labor and Materials Bonds shall each be in the amount of 100% of the amount of the Contract, and shall be delivered to Metro with three copies of the signed Contract within 10 days of Notice of Conditional Award.

The Surety furnishing these Bonds 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 these Bonds on behalf of the Surety must attach a notarized copy of his/her Power of Attorney as evidence of his/her authority to bind the Surety on the date of execution of each Bond. The successful Contractor may substitute cash, a cashier's check or certified check in lieu of bonds.

DISADVANTAGED BUSINESS PROGRAM

Metro's Disadvantaged Business Program contains subcontracting goals for Disadvantaged Business Enterprise (DBE) and Women-Owned Business Enterprise (WBE) participation in that portion of the work which is subcontracted. A subcontractor is any person (who is not an employee of the prime) or firm proposed to work for the prime contractor on this project. The successful Proposer will be required to meet Metro's Disadvantaged Business Program goals or clearly demonstrate that good faith efforts, per Metro Code Chapter 2.04., have been made to meet the goals. The goals for this Contract are: Disadvantaged Business Enterprises (DBEs) -- seven (7) percent, and Women-Owned Business Enterprises (WBEs) -- five (5) percent of total contract amount. Metro does not wish any DBE/WBE subcontractor be placed under exclusive contract prior to contract award.

Typical actions which constitute good faith efforts are set forth in Metro's Disadvantaged Business Program. Relevant sections of the Metro Code concerning the Disadvantaged Business Program are attached and by this reference incorporated herein. Special attention is called to sections 2.04.155, 2.04.160, and 2.04.175.

A directory of certified DBE/WBE firms is issued by the State of Oregon Executive Department, 155 Cottage St., N.E., Salem, OR 97310, (503) 378-5651. Copies of the directory are available for inspection at Metro. Contact Amha Hazen, Contracts Specialist, for more information concerning this requirement (503-221-1646).

BACKGROUND

"Metro" is the Metropolitan Service District, organized and existing under the laws of the state of Oregon, formed as a governing body consisting of 12 directly elected Councilors and a directly elected Executive Officer. It is responsible for the disposal of solid waste in the metropolitan Portland area.

Metro owns the Metro South Station located at 2001 Washington St. in Oregon City, Oregon, and contracts its operation. The facility includes a push pit where both public and commercial waste is dumped.

On January 1, 1990, Metro began transporting waste from the Metro South Station to the Gilliam Co. Landfill, a distance of approximately 150 miles. To achieve maximum payloads and be more cost-effective, waste to be landfilled is first compacted at the transfer station and then loaded into transport vehicles for shipment to Gilliam Co., Oregon.

Metro is currently modifying the facility to accommodate both the compaction system solicited herein, as well as relocation of the facility's current Amfab Transpak 500 compaction system.

Detailed drawings of these modifications are available as part of this RFP.

SCOPE OF WORK

1.0 GENERAL. Metro is seeking proposals from qualified firms to perform the following services and to deliver the products described. The work consists of the design, manufacture, installation, shakedown, and warranty for a compaction system for the Metro South Station. The system will be located at the Northeast end of the pit floor, and be compatible with the proposed design (see drawings for more detail), proposed method of operation (i.e. a pit-type operation with conveyor loading system) and current mode of waste transport. The work included under this RFP is seen by Metro as occurring in the following parts.

1.1 Technical Specifications. Contractor will be responsible for the design and manufacture of the compaction system. The system shall consist of a programmable compactor, an associated loading hopper system to receive waste from a conveyor that bridges the two compactor loading chambers, trailer securing device and a system to transmit the weight and corresponding length of a load to a computer located in the compactor control room. The compaction system shall meet or exceed the following specifications:

- A. Capable of being loaded by a conveyor which will be located at the Northeast end of the current pit, as well as direct loading by the CAT/loader in the event of conveyor failure;
- B. Compact and load into transfer vehicles 100 tons per hour (1200 tons per day in a 12 hour period);
- C. Achieve a road legal average payload of 30 tons, and a maximum payload of 32 tons in the transfer vehicles, without damaging the transfer vehicles;
- D. Produce a load (of either one or more bales) which is compatible with designated transport equipment (see drawing in appendix), and place it inside the transfer vehicle such that no compaction (such as sidewall/ceiling or front and rear wall damage) will occur within trailers, and such that overloading will not occur. Contractor will be responsible for costs incurred due to improper loading or overloading and damage until final acceptance by Metro;
- E. Ability to extrude the load any distance in the range of zero to seven feet into the trailer.

- F. Payloads shall be achieved using waste received at the facility and the transfer vehicles currently under contract with Metro, Proposers are responsible for determining the pertinent waste and transfer vehicle characteristics (additional information is provided in the Appendix);
- G. Compactor should have the ability to automatically compact waste to maximum payloads (at least 30 tons) through a programmed series of compaction and clear strokes which occur as waste is loaded into the system, as well as determining/displaying and executing the optimum extrusion distance into the trailer. When in the automatic mode, optimum extrusion distance should be the limit during extrusion. The automatic pattern should be programmable.

Proposers shall include in their proposals a per hour cost for reprogramming of the automatic pattern after successful completion of acceptance testing. Contractor is responsible for programming costs necessary to complete acceptance testing, and shall include such costs in the total proposal costs.

In addition, the compactor should have the ability to vary the compaction/clear stroke pattern, pressure of compaction strokes in the manual mode from the 3 control points described in item H. Extrusion distance should be able to be varied from control room and dozer ramp control points, with extrusion displays which monitor distance during extrusion.

- H. Capable of operation by the CAT operator in the pit as well as by an operator located in the compactor control room, with an additional control panel located under the dozer ramp indicated on the drawings.
- I. Provide visual display of length and weight of bale during compaction at all three control points. A display board(s) visible to the CAT operator is required as one of the three visual displays. Transmission of weight and length data to computer system located in control room. Weight data should include separate information for front and rear load cells, as well as transmission of a total net weight for each load. If multiple bales are produced, individual bale information must be transmitted as above, as well as a total net weight for the combined bales.

Metro will provide an IBM compatible PC and software for conversion of the data for manifesting and data storage purposes (software/hardware specifications are contained in the Appendix).

- J. Front and rear load cells which produce weights certifiable by the State of Oregon as legal for trade (level of accuracy plus or minus 0.1%) and NTEP approved.
- K. A hydraulic hitch which connects directly from the compactor to the transfer vehicle, capable of operation from the control panel located under the dozer ramp. The hitch shall be secured directly to the compactor, and be compatible with the transfer vehicle (see drawings).
- L. Accept the wide variety of material contained in the waste stream delivered to the facility, while minimizing jamming or breakdown. Proposer should indicate materials requiring special treatment.
- M. Minimize dust, odor, litter/spillage through the loading design;
- N. Conform with all applicable federal, state and local laws.
- O. Capable of being installed and operated as per the above specifications, in the space and in the general configuration as shown in the drawings.

2.0 Installation. Contractor is responsible for the installation of the system and all associated costs. Contractor shall obtain from Metro a Notice to Proceed prior to installation of the system. Contractor shall not be entitled to any reimbursement for standby costs incurred between the completion of manufacture and Metro's issuance of the Notice to Proceed with installation. The installation must be accomplished to minimize disruptions to the facility operations. Ideally the installation should be accomplished during a weekend. Installation shall not exceed 5 calendar days. Installation is complete once the system has successfully prepared at least one load. Contractor is responsible for obtaining necessary permits/regulatory approvals.

Installation must be completed within 120 calendar days after signing of a contract. Metro reserves the right to withhold payments (as well as other remedies as determined in the final contract) for failure to complete the work in a

timely manner. Metro reserves the right to extend the time limits stated above, and will do so if Metro determines such an extension is in Metro's best interest and/or an extension is required due to a delay caused by Metro.

- 3.0 Shakedown. After installation, the Contractor shall conduct a shakedown of the system. Shakedown procedures shall be presented to Metro for approval, prior to the start of shakedown. Shakedown procedures shall include, but not be limited to, scheduling and testing procedures for interfacing with the onsite computer manifesting and data storage procedures. The shakedown period is the Contractor's opportunity to test the system and correct any deficiencies found, prior to performance of the acceptance test. The Contractor shall be responsible for operation of the system during this period, and shall minimize interference in the daily operations. The transfer station operator will be responsible for loading waste into the system under the Contractor's direction with approval from Metro. The transport contractor will be responsible for providing transport vehicles for receiving loads under the Contractor's direction with approval from Metro. Contractor shall pay for any extraordinary costs incurred by the transfer station operator or transport contractor incurred due to the shakedown period. Contractor shall be responsible for all maintenance and repairs during this period.

4.0 Acceptance Testing

Contractor shall indicate in writing to Metro that the shakedown is complete and that the system is ready for acceptance testing. All permanent system components must be in place before requesting the acceptance test, including successful shakedown of the computerized manifesting/data retrieval system. Any exceptions to this requirement are contingent upon the prior approval of Metro. Metro shall conduct the acceptance test of the system to determine whether it meets the specifications contained herein. Contractor shall be responsible for providing the equipment operators for the test, with the exception of the CAT/loader operator and shuttle drivers. It is the responsibility of the Contractor to provide adequate training to the CAT/loader operator and shuttle drivers. Metro reserves the right to determine the specific date and time of the test in order to ensure sufficient waste, equipment and personnel. Specifically, the test parameters for acceptance are as follows:

- A. Compact and load into transfer vehicles an average of 100 tons per hour over a continuous 6 hour period. Metro shall ensure that a transfer trailer is in position to receive a load once

ready for extrusion. Any delay in the provision of a trailer shall act as an extension of the six hour time period.

- B. The average payload during this period shall be 30 tons.
- C. Overloads shall not be counted for either item A or B, nor will an extension of time be granted to compensate for overloads. Both A and B shall be determined at the onsite scale.
- D. The bail must maintain its integrity and not abrade or bulge against the sides or the top of the trailer during or after extrusion into the trailer, without excessive sloughing out the rear of the trailer. Compliance with this standard will be determined by a visual inspection by the onsite Metro representative.
- E. ~~Achieve the parameters in items A through D while producing road legal weights for the transfer vehicle.~~
- F. Metro shall conduct a visual inspection of the system prior to, and at the conclusion of the testing with the Contractor, noting any obvious leaks, equipment failure/damage or abnormal wear and tear, as determined at the sole discretion of Metro. Contractor shall repair such leaks, damage or wear as a precondition to both the acceptance test and final payment if test parameters in items A through E are successfully accomplished. If Metro concludes that such leaks, equipment failure/damage or wear are of a reoccurring nature, Metro, in its sole discretion, may declare that system has failed the acceptance test.

In the event that Metro declares that the equipment has failed to pass the acceptance test, Contractor shall remove the compaction system within 7 calendar days of notification of such failure, and refund to Metro all payments made to date, less reasonable costs for installation and removal, and facility modification costs if applicable. Only these costs (installation/removal/modification) shall qualify for purposes of payments by Metro to Contractor under Article V of the Contract. Metro reserves the right to allow the Contractor to retake the acceptance test at a later date, or to waive any minor irregularity which occurs during the test. Metro will not unreasonably deny the Contractor's request for a second acceptance test. Metro also reserves the right, in its sole discretion, to exercise the remedies set forth in Article 13 of the Contract.

- 5.0 Demonstrated reliability. The proposer shall describe the reliability of the compaction method proposed. To establish reliability, the proposer shall indicate the number of hours of operation and downtime. The basis for this breakdown of hours shall be an existing reference site with a minimum of one year's operating experience with a compaction system. The quantity of waste being received at the reference site should be comparable to the situation at the Metro South Station (approximately 250,000 tons per year) and a full year's worth of data must be available. Proposers should supply a contact name, phone number and address for each reference site. Metro will verify the information submitted, and evaluate this criteria as it relates to the technical specifications contained herein.
- 6.0 Warranty. Proposers shall propose a warranty for all major components, and a general warranty for the system. Proposers shall list those parts which cannot be obtained within 8 hours and shall propose inventory costs for these items. Evaluation of the proposed warranty will be based on consideration of the following factors, and/or additional factors proposed:
- warranty of nonconsumables vs consumables (wear items)
 - length
 - parts and/or labor
 - onsite response time/shipment requirements
 - Contractor manufactured parts vs third party
 - indemnity for damage to transfer vehicles/facility
 - provision of maintenance as part of the warranty
 - assessment of liquidated damages/partial refund for failure to achieve maximum payloads and/or delay of transfer station and transport contractors due to equipment malfunction
 - compliance with warranty conditions of Article X of the Contract
- 7.0 Operational Compatibility. Metro will relocate its existing compaction system and construct a space for the compaction system acquired through this RFP. Metro will evaluate the proposed system for compatibility with facility operations and the existing compaction system. Proposers should describe the operational compatibility of their proposed system (i.e. similar loading, compaction and extrusion procedures and controls in relation to the existing compaction system).
- 8.0 Maintenance. Contractor shall be responsible for all maintenance and repair costs to the system prior to acceptance by Metro. Proposers shall describe routine, periodic, and annual maintenance requirements for the system

in number of hours per year, as well as associated costs for each level of service if provided by Proposer. Contractor shall supply a schedule for maintenance. Contractor shall provide 5 sets of maintenance manuals. Contractor shall thoroughly train transfer station personnel in routine and periodic maintenance procedures to the satisfaction of Metro.

Proposer shall propose an emergency service agreement for a 2 hour response time, 24 hours a day, 7 days a week. Metro shall decide which level of service agreement (if any) to purchase from the successful Proposer, based on the information submitted.

9.0 Training, Manuals, Drawings. Contractor shall provide training to the transfer station operator in the operation and maintenance of the system and general training to Metro personnel prior to final payment, including 5 sets of training and maintenance manuals. Contractor shall provide 2 sets of as-built drawings of the equipment in sufficient detail to identify all components of the system.

10.0 Bonds/Insurance. Contractor shall provide Performance and Labor and Materials Bonds on the enclosed forms, or substitutes acceptable to Metro, in amounts equal to 100% of the contract amount. Said bonds shall be submitted with an executed Contract and have a term of one year. Before commencing the work, Contractor shall provide certificates of insurance as described in Article VII of the Contract.

PROPOSAL FORMAT

To facilitate evaluation of proposals, Metro requires that all responding proposers adhere to the format below.

Six copies of each submittal shall include:

1. Transmittal letter. Include one or more paragraphs which summarize the approach and methods to be used. Indicate that the proposal will be valid for 90 days. State the ability of the proposer to complete the project within the budget and to comply with the deadlines.
2. Detailed description of methods (work plan) to accomplish each task of the Scope of Work. The work plan shall also include (but not be limited to):
 - A. Description of equipment and service to be provided in each task
 - B. Schedule showing date of installation or provision of equipment or service for each task

- C. Description of subcontractors roles by task
3. The following cost information:
 - A. Total project cost
 - B. Subcontracting cost
 - C. Costs for each level of service described in Item #8 of the Scope of Work
 - D. A separate maximum total cost for building permits and any other required regulatory approvals.
 - E. A per hour programming cost for the automatic compaction pattern (Metro may include up to \$5,000 in the final contract for this service provided after final acceptance of the system)
 - F. Metro reserves the right to require additional, detailed cost information.
 4. Project team's and firm's experience.
 - A. Staffing/Project Manager Designation -- Identify specific personnel assigned to major project tasks, their experience in similar projects, their roles in relation to the work required, and percent of their time on the project. Also identify subcontractor roles.
 - B. Statement of firm's experience with similar projects.
 5. Describe in detail how information will be transmitted to computer system and control panels. Provide separate costs for transmission system and control panels.
 6. Completely filled out Disadvantaged Business Program Compliance Form and Disadvantaged/Women-Owned Business Enterprise Utilization Forms.
 7. Statement of insurance coverage which includes summary of coverage, coverage limit, and deductibles for business automobile, and workers compensation insurance.
 8. Exceptions and comments, if any. Firms wishing to take exception to, or comment on, any specific part of this RFP shall document their concerns in this part of their proposal. Exceptions or comments should be succinct, thorough and organized; should reference the specific part in question and propose alternative language.

Selection Process

An evaluation committee will:

- Review the proposals submitted by organizations
- Conduct an interview with each organization which submits a proposal
- Rank the proposals for recommendation to the Executive Officer according to the criteria below.

Proposal Evaluation Criteria

- Compliance with Technical Specifications (noncompliance will result in rejection of the proposal)
- Reliability 20%
- Warranty 20%
- Operational Compatibility 15%
- Project team experience 5%
- Cost 40%
- Compliance with Disadvantaged Business Program (noncompliance will result in rejection of the proposal)

GENERAL PROPOSAL/CONTRACT CONDITIONS

1. Limitations 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 accept or reject, to negotiate with all qualified sources, or to cancel all or part of this RFP. Metro also reserves the right to terminate negotiations with any sources if it is determined inadequate progress is being made.
2. Contract type -- Metro intends to award a labor and materials contract with the selected firm for this project. A copy of the contract which the successful proposer will be required to execute is attached. The final shall incorporate this RFP by reference.
3. 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. Payments will be made to the successful Contractor on the following basis:

- 30% upon contract signing
- 20% upon certification the compactor is ready for delivery
- 25% upon completion of installation
- 25% upon acceptance by Metro

Payments made prior to final acceptance shall not be interpreted as an acceptance by Metro of any part of the work. Contractor shall be required to refund any amount deemed appropriate by Metro paid prior to final acceptance.

4. 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 the Proposer during the period in which Metro is evaluating the proposal.
5. If requested by the Proposer, information submitted in the Proposal may be treated as confidential, as permitted under Oregon Public Records laws (ORS Chapter 192). If you wish to have information in your proposal treated as confidential, please so indicate in the Transmittal Letter of your proposal. Please specify the portions of your proposal which you believe should not be subject to public disclosure and the reasons these portions should be exempt from disclosure.

OTHER INFORMATION

The following information is attached or available under separate cover:

- Metro Labor and Materials Agreement
- Metro Disadvantaged Business Program
- Metro Disadvantaged Business Program Compliance Form
- Metro Disadvantaged Business Utilization Form
- Metro Women's Business Utilization Form
- Performance and Labor & Materials Bond Forms
- Drawing of Transporter's vehicle configuration.

- Waste Characterization Study section of the "Solid Waste Management Plan Inventory"
- Drawings labelled "Metro South Station Modifications"
- Software/Hardware specifications for Manifest System

PROJECT MANAGER AND CONTACT

Chuck Geyer, Senior Analyst
Metropolitan Service District
2000 S. W. First Avenue
Portland, Oregon 97201
(503) 221-1646
(503) 241-7417 (FAX)

APPENDICES
Consisting of:

- Metro Labor and Materials Agreement
- Metro Disadvantaged Business Program
- Metro Disadvantaged Business Program Compliance Form
- Metro Disadvantaged Business Utilization Form
- Metro Women's Business Utilization Form
- Performance and Labor & Materials Bond Forms
- Drawing of Transporter's vehicle configuration.
- Waste Characterization Study section of the "Solid Waste Management Plan Inventory"
- Drawings labelled "Metro South Station Modifications"
- Software/Hardware specifications for Manifest System

**Metro Labor and Materials Agreement
(Public Contract)**

Contract No. _____

PUBLIC CONTRACT

THIS CONTRACT dated this _____ day of _____, 1990, is entered into between the METROPOLITAN SERVICE DISTRICT, a municipal corporation, whose address is 2000 S.W. First Avenue, Portland, Oregon 97201-5398, hereinafter referred to as "METRO," and _____, whose address is _____, hereinafter referred to as the "CONTRACTOR."

BOTH 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 a period commencing _____ through and including _____.

ARTICLE III

CONTRACT SUM AND TERMS OF PAYMENT

METRO shall compensate the CONTRACTOR for work performed and/or goods supplied as described in Attachment "A." METRO shall not be responsible for payment of any materials, expenses or costs other than those which are specifically included in Attachment "A," or additional work authorized pursuant to Article VI, CHANGES.

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 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. Nothing in this Contract shall create any contractual relationship between any subcontractor and METRO.

ARTICLE V

TERMINATION

METRO may terminate this Contract upon giving CONTRACTOR fourteen (14) days written notice. In the event of termination, CONTRACTOR shall be entitled to payment for all actual and reasonable costs for work performed to the date of termination including direct labor (direct labor cost reimbursement shall be limited to a rate of \$35.00/hr. for skilled labor, \$50.00/hr. for engineering, and \$27.50/hr for drafting services), materials and expenses, plus fifteen (15) percent. A claim shall be presented by the CONTRACTOR within fifteen (15) days of the date of termination, and shall include all documentation to justify the claimed costs. Subject to its right to withhold payments pursuant to Article XIII, METRO shall make payment to CONTRACTOR within thirty (30) days from receipt of such claim, provided that all costs are justified and verified. METRO shall not be liable for indirect or consequential damages resulting from termination of the Contract. Termination by METRO shall not waive any claim or remedies it may have against the CONTRACTOR.

ARTICLE VI

CHANGES

A. METRO Change Orders. METRO may, at any time, without notice to the CONTRACTOR'S surety, by written order designated or indicated to be a change order, make any change in the work within the general scope of the Contract

B. Payment or Credit for Additional Work. All requests for payment for additional work shall be made only under the conditions and procedures set forth in this Article. For purposes of this Article, the term "additional work" means work which is in addition to the work required to be performed under the original Contract or any amendments thereof, but does not include any work required to comply with any changes in law, statutes, rules, regulations, ordinances, permit(s) or permit conditions.

C. Request for Proposal for Additional Work.

1. In the event METRO issues a written change order requesting additional work, it shall

also send the CONTRACTOR a Request for Proposal (RFP). Within fourteen (14) calendar days after receipt of an RFP for additional work from METRO, the CONTRACTOR shall submit to METRO an itemized proposal stating the actual and reasonable costs to the CONTRACTOR for performing such additional work, a schedule for performing such work, and the effect, if any, on the CONTRACTOR'S performance of the existing Contract work by reason of the additional work. The CONTRACTOR'S proposal shall be based on the least costly method for performing the additional work in accordance with all provisions of the Contract. The parties hereby agree that the profit margin on all work performed pursuant to this section of Article VI shall be deemed to be ten percent (10%) of the actual cost of performing the work.

2. No request for proposals by METRO shall be construed as authorization for the CONTRACTOR to perform the additional work covered by such RFP. To obtain authorization to perform any additional work, the CONTRACTOR must be notified in writing by METRO that the CONTRACTOR is ordered to proceed with the relevant additional work. In any such written notification METRO shall indicate whether it accepts or rejects the CONTRACTOR'S proposal. If Metro rejects the CONTRACTOR'S proposal but orders the additional work to be performed, the CONTRACTOR shall perform the additional work as force account work as provided in Section D of this Article. If Metro does not order the CONTRACTOR to perform the relevant work, the CONTRACTOR shall not be entitled to any reimbursement for the work in the CONTRACTOR'S proposal or the costs of developing the proposal.

D. Force Account Work. If the amount of payment cannot be agreed upon prior to the beginning of the work, Metro may issue a written Notice to Proceed pursuant to Section C of this Article directing that the work be done on a force account basis. If this occurs, the CONTRACTOR shall furnish labor, equipment, and materials necessary to complete the work in a satisfactory manner and within a reasonable period of time. For the work performed, payment will be made for the documented actual cost of the following:

1. Labor, including forepersons who are directly assigned to the force account work (actual payroll cost, including wages, customary fringe benefits, labor insurance, and labor taxes as established by law). No other fixed labor burdens will be considered, unless approved in writing by METRO in advance of performance of the force account work.
2. Material delivered and used on the designated work, including sales tax, if paid for by the CONTRACTOR or its subcontractor.
3. Rental, or equivalent rental cost of equipment, including necessary transportation for items having a value in excess of \$100.
4. Additional bonds, as required and approved by METRO.
5. Additional insurance (other than labor insurance, as required and approved by METRO).

To the costs above there shall be added a fixed fee of ten percent (10%) of the cost of Items 1, 2, and 3 and a fixed fee of five percent (5%) to the cost of Items 4 and 5. An additional fixed fee of ten percent (10%) shall be allowed the CONTRACTOR for the administrative handling of portions of the work that are required to be performed by an approved subcontractor. No additional fixed fee will be allowed for the administrative handling of work performed by a subcontractor of a subcontractor. The added fixed fees shall be considered to be full compensation, covering the cost of general supervision, overhead, profit, and any other general expense. For equipment under Item 3 above, rental or equivalent rental cost will be allowed for only those days or hours during which the equipment is in actual use. Rental and transportation allowances shall not exceed the current rental rates prevailing in the locality. The rentals allowed for equipment will, in all cases, be understood to cover all fuel, supplies, repairs, and renewals, and no further allowances will be made for those items.

E. METRO Furnished Materials and Equipment. METRO reserves the right to furnish such materials and equipment as it deems expedient for work undertaken pursuant to this Article, and the CONTRACTOR shall have no claims for profit or added fees on the cost of such materials and equipment.

F. CONTRACTOR Records.

1. The CONTRACTOR shall maintain its records in such a manner as to provide a clear distinction between the direct costs of work paid for on a force account basis and the costs of other operations. The CONTRACTOR shall furnish METRO with report sheets in duplicate of each day's force account work no later than the working day following the performance of said work. The daily report sheets shall itemize the materials used, and shall cover the direct cost of labor and the charges for equipment rental, whether furnished by the CONTRACTOR, sub-contractor, or other forces. The daily report sheets shall provide names or identifications and classifications of workers, the hourly rate of pay and hours worked, and also the size, type and identification number of equipment and hours operated.
2. Material charges shall be substantiated by valid copies of vendors' invoices. Such invoices shall be submitted with the daily report sheets, or, if not available, they shall be submitted with subsequent daily report sheets. Said daily report sheets shall be signed by the CONTRACTOR or its authorized agent.
3. To receive partial payments and final payment for force account work, the CONTRACTOR shall submit in a manner approved by METRO, detailed and completed documented verification of the CONTRACTOR'S and any of its subcontractors' actual current costs involved in the force account work pursuant to the issuance of an approved Change Order. Such costs shall be submitted within thirty (30) days after said work has been performed.
4. No payment will be made for work billed and submitted to METRO after the 30-day period has expired. No extra or additional work shall be performed by the CONTRACTOR, except in an emergency endangering life or property, unless in pursuance of a written Change Order and Notice to Proceed as described in this Article.

G. Deductions from Payments for Deleted Work. All deductions from payment for deleted work shall be made under the conditions and procedures of this Article. For purposes of this Article, the term "deleted work" means work which is deleted from the work required to be performed under the original Contract, but does not include any work which need not be performed due to any changes in law, statutes, rules, regulations, ordinances, permit(s), permit conditions, or regulatory policies.

H. Request for Proposal for Deleted Work.

1. In the event METRO issues a written change order deleting work, it shall also send the CONTRACTOR a Request for Proposal (RFP). Within fourteen (14) calendar days after receipt of an RFP for deleted work, the CONTRACTOR shall submit an itemized proposal stating the actual and reasonable costs which would be avoided by deleting work called for in the Contract, a schedule for deleting the relevant work, and the effect, if any, on the CONTRACTOR'S performance of the remaining Contract work by reason of the deleted work. The CONTRACTOR'S proposal shall be based on all current and future avoided costs to the CONTRACTOR for deleting the work and any profit margins or markups which the CONTRACTOR'S proposal includes for such work.
2. No Request for Proposals by METRO shall be construed as authorization for the CONTRACTOR to delete the work covered by an RFP for deleted work. The CONTRACTOR shall not delete any work unless and until an order from METRO authorizing such deletion is served upon the CONTRACTOR. In any such written notification METRO shall indicate whether it accepts or rejects the CONTRACTOR'S proposal.
3. If METRO rejects the CONTRACTOR'S proposal but orders the work to be deleted, the CONTRACTOR shall delete the work. METRO may make all appropriate deductions from payments, according to the formula below, if METRO has ordered the CONTRACTOR to delete work, regardless of whether the CONTRACTOR has complied with such order.

I. Amount of Deductions for Deleted Work. The amount of any deductions from payments for deleted work shall be equal to all current and future avoided costs resulting from the

deleted work plus any profit margin or markups which the CONTRACTOR'S proposal includes for such work. If the latter profit margin or markup figures are unavailable, the parties hereby agree that the CONTRACTOR'S profit margin on all work shall be deemed to be ten percent (10%) of the actual cost of performing the work. The CONTRACTOR shall submit complete records of materials and labor usage to METRO for review.

ARTICLE VII

INSURANCE

CONTRACTOR shall maintain such insurance as will protect CONTRACTOR from claims under Workers' Compensation Acts and other employee benefits acts covering all of CONTRACTOR'S employees engaged in performing the work under this Contract; and from claims for damages due to bodily injury, including death and damages to property, all with coverage limits as specified within this Article. This insurance 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 is expressly and wholly responsible for insuring damage to any equipment during execution of this Contract.

Before commencing work on this Contract, CONTRACTOR shall provide METRO with a copy of the insurance endorsement(s) showing METRO as an additional insured. CONTRACTOR shall also furnish METRO with certificate(s) of insurance specified herein naming METRO as an additional insured and showing the type, amount, class of operations covered, effective dates and date of expiration of policies, and containing substantially the following statements:

A. This/These policy(ies) shall be considered as primary insurance and exclusive of any insurance carried by METRO and the insurance endorsed by this certificate shall be exhausted first, notwithstanding the fact that METRO may have other valid and collectible insurance covering the same risk.

B. This/These policy(ies) shall not be cancelled, reduced in coverage, nor materially altered until after sixty (60) days' written notice of such cancellation, reduction or alteration in coverage shall have been received by METRO.

C. No act on the part of the insured shall affect the coverage afforded to METRO under the insurance covered by this/these certificate(s).

D. This/These policy(ies) consist only of insurance on an occurrence basis, not on a claims made basis.

DESIGNATED INSURANCE REQUIREMENTS

Maintenance of insurance by CONTRACTOR as specified in this Article shall constitute the minimum coverage required.

Designated Insurance Requirements

Limits

- (1) (a) Workers' Compensation covering all employees who are engaged in any work under the Contract (including subcontractors' employees).

Statutory
(State/Federal)

The Contractor shall require its Workers' Compensation carrier to provide Metro with an endorsement for waiver of subrogation.

- (b) Employers' Liability including bodily injury caused by disease. Not less than

\$1,000,000

- (2) Comprehensive General Liability, and Protection and Indemnity.

Contractors' Public Liability and Contractual Liability Coverage:

- (i) Bodily injury (inc. death) and Personal Injury

(ii) Broad Form Property Damage and Broad Form Property Damage including Completed Operations, and shall include coverage for Explosion, Collapse and Underground.

- (i and ii coverage)

\$1,000,000 per occurrence/
\$1,000,000 aggregate
bodily injury and
property damage

- (3) Comprehensive Automobile Liability including Owned, Nonowned and Hired Vehicles:

- (i) Bodily injury (inc. death)

- (ii) Property damage

(i and ii coverage)

\$1,000,000 per
occurrence/aggregate
combined single
limit bodily injury
and property damage

(4) Umbrella Coverage

to achieve a total
coverage of
\$3,000,000 per
occurrence/
\$3,000,000 aggregate

(i) Bodily injury (inc. death)
and Personal Injury

(ii) Broad Form Property Damage
and Broad Form Property
Damage including Completed
Operations, and shall
include coverage for
Explosion, Collapse and
Underground.

(i and ii coverage)

\$1,000,000 per
occurrence/
\$1,000,000 aggregate
bodily injury and
property damage

A. When activities of the CONTRACTOR are to be accomplished within a public or private right-of-way requiring special insurance coverage, the CONTRACTOR shall conform to the particular requirements and provide the required insurance.

The CONTRACTOR shall include in its liability policy all endorsements that the said authority may require for the protection of the authority, its officers, agents, and employees. Insurance coverage for special conditions, when required, shall be provided by the CONTRACTOR at its own expense at no additional cost to METRO.

B. The CONTRACTOR shall maintain the above insurance at all times until completion of the Contract or until the termination date of the Contract, whichever is later.

C. Maintenance of insurance by the CONTRACTOR as specified in this Article shall constitute the minimum coverage required and shall in no way lessen or limit the liability or responsibility of CONTRACTOR under this Contract and the CONTRACTOR may carry, at its own expense, such additional insurance as it deems necessary.

D. METRO shall have the right, at its sole option, to require the CONTRACTOR to place all of the aforementioned insurance coverages through such Master Policy as METRO may obtain if such would reduce the premiums for such coverages. The CONTRACTOR agrees that METRO may deduct from the Contract Sum the amount of the premiums payable on any policy obtained through a Master Policy, or, at METRO'S discretion, pay the same directly to the insurance carrier. The CONTRACTOR further agrees to comply with such regulations as METRO may issue from time to time to improve the administration of the Master Policy.

ARTICLE VIII

PUBLIC CONTRACTS

The provisions set out in Oregon Revised Statutes, Chapters 187 and 279, as amended or superseded, including the latest additions and revisions, and Chapter 2.04 of the Metro Code, are incorporated by reference as part of these Contract Documents.

ARTICLE IX

ATTORNEYS' FEES

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

ARTICLE X

QUALITY OF GOODS

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. 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. CONTRACTOR shall provide warranties as attached hereto as Attachment "B."

ARTICLE XI

OWNERSHIP OF DOCUMENTS

All documents produced by CONTRACTOR pursuant to this agreement are the property of METRO and it is agreed by the parties hereto that such documents are work made for hire. CONTRACTOR does hereby convey, transfer and grant to METRO all rights of reproduction to all such documents.

ARTICLE XII

SUBCONTRACTORS; DISADVANTAGED BUSINESS PROGRAM

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.

CONTRACTOR agrees to make a good faith effort, as that term is defined in METRO'S Disadvantaged Business Program (Section 2.04.160 of the Metro Code) to reach the goals of subcontracting seven (7) percent of that portion of the work that is subcontracted to Disadvantaged Business Enterprise and five (5) percent of that portion of the work that is subcontracted to Women-Owned Business Enterprise. METRO reserves the right, at all times during the period of this agreement, to monitor compliance with the terms of this paragraph and METRO'S Disadvantaged Business Program.

ARTICLE XIII

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. Upon completion of the Scope of Work the Parties shall cause the compaction system to be tested according to the procedures set out in the Scope of Work to determine their conformance to this contract. METRO shall make the payments due CONTRACTOR in association therewith, as contemplated by this contract if the following conditions are met: (i) the compaction system perform substantially as required and (ii) if CONTRACTOR has otherwise performed the work required of in hereunder. If the foregoing conditions are not met, METRO shall at its option either (i) accept and make full payment for the compaction system without waiver of any claims for damages or other remedies it may have against the CONTRACTOR, (ii) accept and make payment based on the percentage of the actual throughput as it relates to the specifications, (iii) immediately notify CONTRACTOR thereof and CONTRACTOR shall promptly cause such conditions to be met, at which time the compaction system shall be retested, or (iv) notify CONTRACTOR that the compaction system is being rejected. If METRO accepts the compaction system pursuant to (i) or (ii),

such acceptance shall not constitute a waiver of METRO'S rights under any warranty provided for in this Contract. In the event METRO rejects the compaction system pursuant to (iv), CONTRACTOR shall remove the compaction system as specified in Item 4 of Attachment "A" -- Scope of Work. Prior to acceptance METRO may make use of the compaction system, and will make the compaction system fully available to CONTRACTOR to perform any necessary remedial work.

ARTICLE XIV

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 provision of federal, state and local safety laws and building codes, including the acquisition of any required permits.

ARTICLE XV

INTEGRATION OF CONTRACT DOCUMENTS

All of the provisions of any Proposal Documents including, but not limited to, the Advertisement for Proposals, General and Special Instructions to Proposers, Proposal, Scope of Work, and Specifications which were utilized in conjunction with the negotiating 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 XVI

PRECEDENCE OF CONTRACT DOCUMENTS

All determination of the precedence of or discrepancy in the Contract Documents shall be made by METRO, but in general, precedence will be in accordance with the following list with the highest precedence item at the top:

1. Specifications and Drawings
2. Signed Public Contract (including Attachments)
3. Requests For Proposals
4. Proposals

Addenda, Clarifications and all Change Orders to the Contract Documents take the same order of precedence as the specific sections that they are amending.

ARTICLE XVII

ASSIGNMENT

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

ARTICLE XVIII

METRO'S REMEDIES IN THE EVENT OF CONTRACTOR INSOLVENCY, DISSOLUTION, BANKRUPTCY OR GENERAL ASSIGNMENT FOR CREDITORS

The parties agree that if the CONTRACTOR becomes insolvent, is dissolved, files for Bankruptcy, is adjudged bankrupt, or makes a general assignment for the benefit of creditors, or if a receiver is appointed for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, such events could impair or frustrate the CONTRACTOR'S performance of this Agreement. Accordingly, it is agreed that upon the occurrence of any such event, METRO shall be entitled to request of the CONTRACTOR or its successor in interest, adequate assurance of future performance in accordance with the terms and conditions hereof. Failure of the CONTRACTOR and Surety to comply with such request within ten (10) calendar days of service upon both the CONTRACTOR and Surety of a written request from METRO for such assurances shall entitle METRO to terminate the CONTRACTOR right to perform Contract pursuant to Article V. METRO shall not be bound to the Contract by an insolvent CONTRACTOR'S trustee or receiver.

_____ METROPOLITAN SERVICE DISTRICT

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

MML/gl

1018

STAFF REPORT

Agenda Item No. _____

Meeting Date _____

CONSIDERATION OF RESOLUTION NO. 90-1225A FOR THE
PURPOSE OF AUTHORIZING AN EXEMPTION TO THE REQUIREMENT
OF COMPETITIVE BIDDING, AUTHORIZING ISSUANCE OF A
REQUEST FOR PROPOSALS AND EXECUTION OF A CONTRACT FOR
THE SECOND COMPACTION SYSTEM AT METRO SOUTH STATION

Date: May 3, 1990

Presented by: Bob Martin
Jim Watkins

FACTUAL BACKGROUND AND ANALYSIS

For the reasons summarized below, the Solid Waste Department wishes to use a request for proposals (RFP) solicitation process to procure a second compaction system for the Metro South Station, and to authorize the Executive Officer to enter in a contract with the highest ranked proposer.

On January 1, 1990, Metro began transporting waste from the Metro South Station to the Oregon Waste Systems' Columbia Ridge Landfill, approximately 150 miles away. To achieve maximum payloads and be more cost-effective, waste to be landfilled is first compacted at the Metro South Station, then loaded into containers and transported to Gilliam County. Compaction is achieved through the use of a compactor, acquired during phase one of the compaction project described in the staff report of April 11, 1989. This compaction system was installed in November of 1989.

Phase two of the compaction project calls for the installation of a second compaction system at the Metro South Station. A second system is required since failure of the existing system would close the facility. The second system will be located at the northeast end of the facility which will be modified to accommodate the system during the Summer of 1990.

During acquisition of the first compaction system, Metro utilized a request for proposal process rather than a bid process due to concern over the reliability of the system. Staff again wishes to utilize the proposal process for acquisition of the second system, based on the fact that systems proposed during phase one varied in both capability and operational experience. The evaluation criteria proposed in the phase two RFP has been changed to increase emphasis on the compatibility of a compaction system with the proposed modifications and method of transport.

Resolution No. 90-1225A replaces Resolution No. 90-1225 submitted to the Council Solid Waste Committee on March 12, 1990. Resolution No. 90-1225A differs from Resolution No. 90-1225 in that the attached RFP (Exhibit A) has an additional evaluation criterion entitled "Long-term Liability Risk Assessment." This change has been made in response to concerns raised by the transport contractor regarding the potential for increased trailer damage caused by multiple bale system.

The Metro Code requires use of the bid process for the procurement of goods and services, unless an exemption is granted. Resolution No. 90-1225A exempts the procurement of the Metro South Station compaction system from the competitive bidding requirement.

The Resolution also requests authorization for the Executive Officer to enter into a contract with the highest ranked proposer. This request is made for two reasons. First, as stated above, the Metro South Station currently relies on a single compaction system. Any extended failure of this system will result in closure of the facility. Therefore, it is imperative that Metro acquire a backup system as soon as the facility has been modified to receive the system. Secondly, the current demand for compaction systems is likely to increase the lead time for acquisition of the second system. Waiver of the requirement of Council approval of the contract provides the flexibility to coordinate acquisition and installation of the system with facility modifications and provide the lead time desired to ensure multiple proposals. Attachment #1 illustrates the impact of the waiver on the project schedule.

BUDGET IMPACTS

Adequate funds exist in the FY 1989-90 budget for initial payments. \$700,000 will be budgeted in FY 1990-91.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends adoption of Resolution 90-1225A which authorizes the issuance of an RFP for solicitation of a compaction system at the Metro South Station, and execution of the resulting contract.

Attachment #1

**SECOND COMPACTOR ACQUISITION SCHEDULE
for Metro South Station**

<u>Task</u>	<u>Date</u>
1. CSWC approval to release RFP	May 14, 1990
2. Council approval to release RFP	May 24, 1990
3. Release second compact RFP	May 25, 1990
4. Proposals received	June 15, 1990
5. Evaluation Complete	June 22, 1990
6. Negotiate final contract/award	June 29, 1990
7. Compactor fabrication completed	October 27, 1990
8. Begin installation at Metro South ¹	October 29, 1990
 Changes to the above schedule if Council approval is required	
6. Negotiate contract/recommend award	June 29, 1990
7. CSWC recommends final contract award	July 17, 1990
8. Council awards compactor contract	July 26, 1990
9. Compactor fabrication completed	November 23, 1990
10. Begin installation at Metro South	November 26, 1990

¹The current construction schedule for modifications project's completion of compactor bay during the first half of September.

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 90-1225 FOR THE PURPOSE OF AUTHORIZING AN EXEMPTION TO THE REQUIREMENT OF COMPETITIVE BIDDING, AUTHORIZING ISSUANCE OF A REQUEST FOR PROPOSALS AND EXECUTION OF A CONTRACT FOR THE SECOND COMPACTION SYSTEM AT METRO SOUTH STATION

Date: February 23, 1990

Presented by: Jim Watkins
Chuck Geyer

FACTUAL BACKGROUND AND ANALYSIS

For the reasons summarized below, the Solid Waste Department wishes to use a request for proposals (RFP) solicitation process to procure a second compaction system for the Metro South Station, and to authorize the Executive Officer to enter in a contract with the highest ranked proposer.

On January 1, 1990, Metro began transporting waste from the Metro South Station to the Gilliam County Sanitary Landfill, approximately 150 miles away. To achieve maximum payloads and be more cost-effective, waste to be landfilled is first compacted at the Metro South Station, then loaded into containers and transported to Gilliam County. Compaction is achieved through the use of a compactor, acquired during phase one of the compaction project described in the staff report of April 11, 1989. This compaction system was installed in November of 1989.

Phase two of the compaction project calls for the installation of a second compaction system at the Metro South Station. A second system is required since failure of the existing system would close the facility. The second system will be located at the Northeast end of the facility which will be modified to accommodate the system during the Summer of 1990.

During acquisition of the first compaction system, Metro utilized a request for proposal process rather than a bid process due to concern over the reliability of the system. Staff again wishes to utilize the proposal process for acquisition of the second system, based on the fact that systems proposed during phase one varied in both capability and operational experience. The evaluation criteria proposed in the phase two RFP has been changed to increase emphasis on cost and has added a criteria to evaluate the compatibility of a compaction system with the proposed modifications and method of transport.

The Metro Code requires use of the bid process for the procurement of equipment, unless an exemption is granted. Resolution No. 90-1225 exempts the procurement of the compaction system from the competitive bidding requirement.

The resolution also requests authorization for the Executive Officer to enter into a contract with the highest ranked proposer. This request is made for two reasons. First, as stated above, the Metro South Station currently relies on a single compaction system. Any extended failure of this system will result in closure of the facility. Therefore, it is imperative that Metro acquire a backup system as soon as the facility has been modified to receive the system. Secondly, the current demand for compaction systems is likely to increase the lead time for acquisition of the second system. Waiver of the requirement of Council approval of the contract provides the flexibility to coordinate acquisition and installation of the system with facility modifications and provide the lead time desired to ensure multiple proposals. Attachment #1 illustrates the impact of the waiver on the project schedule.

BUDGET IMPACTS

Adequate funds exist in the FY 1989-90 budget for initial payments. \$700,000 will be budgeted in FY1990-91.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends adoption of Resolution 90-1225 which authorizes the issuance of an RFP for solicitation of a compaction system at the Metro South Station, and execution of the resulting contract.

Attachment #1

**SECOND COMPACTOR ACQUISITION SCHEDULE
for Metro South Station**

<u>Task</u>	<u>Date</u>
1. CSWC approval to release RFP	March 6, 1990
2. Council approval to release RFP	March 22, 1990
3. Release second compact RFP	March 23, 1990
4. Proposals received	April 23, 1990
5. Evaluation Complete	May 3, 1990
6. Negotiate final contract/award	May 10, 1990
7. Compactor fabrication completed	September 7, 1990
8. Begin installation at Metro South'	September 10, 1990

Changes to the above schedule if Council approval is required

6. Negotiate contract/recommend award	May 10, 1990
7. CSWC recommends final contract award	June 5, 1990
8. Council awards compactor contract	June 28, 1990
9. Compactor fabrication completed	October 26, 1990
10. Begin installation at Metro South	October 27, 1990

'The current construction schedule for modifications project's completion of compactor bay during the first half of September.